

COUNTY OF SANTA CLARA, CALIFORNIA



REQUEST FOR PROPOSAL NO. RFP-PRO-FY14-0371

**FOR
DOCUMENT MANAGEMENT SYSTEM
FOR
CLERK-RECORDER'S OFFICE**

ISSUED: MARCH 28, 2014

PROPOSALS DUE DATE:

MAY 2, 2014 by 3:00pm PACIFIC DAYLIGHT TIME

**PROCUREMENT DEPARTMENT
2310 NORTH FIRST ST., SUITE 201
SAN JOSE, CA 95131-1040**

Long Zhang, Procurement Manager
(408) 491-7425 or Long.Zhang@prc.sccgov.org

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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 - OFFEROR'S ACKNOWLEDGEMENT OF VENDOR REMOTE ACCESS AND USER RESPONSIBILITY STATEMENTS

APPENDIX A5 - PROPOSAL COST RESPONSE FORM (COUNTY HOSTED)

B. Other Documents:

APPENDIX B - NON-COLLUSION DECLARATION

APPENDIX C - DECLARATION OF LOCAL BUSINESS

APPENDIX D - OFFEROR'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 SANTA CLARA STANDARD TERMS AND CONDITIONS

ATTACHMENT 2 - INSURANCE REQUIREMENTS

ATTACHMENT 3 - COUNTY TRAVEL POLICY

ATTACHMENT 4 - VENDOR REMOTE ACCESS AND USER RESPONSIBILITY STATEMENTS

I. INTRODUCTION

A. INVITATION

The County of Santa Clara (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.

In addition, 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. Refer to Section A.1.a. under Appendix A1- Technical Requirements Response Form (County Hosted).

The County is seeking a county hosted solution only and will not consider other solutions due to the investment of existing hardware infrastructure. The contractor will not be providing any hardware as part of this RFP. 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.

Offerors 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 Santa Clara**

Santa Clara County (SCC) is the fifth most populous County in California, with a population of nearly 1.8 million people. The County contains fifteen cities, encompassing approximately 1,300 square miles, which have large concentrations of electronics, research and manufacturing firms. Santa Clara County is the fifth-largest County government in the State and has an estimated workforce of 15,000.

The County organizational structure includes a decentralized mix of approximately 50 semi-autonomous County Agencies and Departments. The County provides services such as

public safety and justice, road construction and maintenance, parks and recreation, libraries, and environmental resource management. It also operates "enterprise" programs, which charge fees to users for services. Two examples are the Santa Clara Valley Medical Center and the County airports. The County acts as an agent of the State in administering health, social services, and criminal justice programs that are of statewide concern.

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

2. Santa Clara County Clerk-Recorder

The Santa Clara County Clerk-Recorder (CRO) is the combined offices of the County Recorder and County Clerk. The County Clerk-Recorder is an appointed position and the department is part of the County's Finance Agency. As part of its Technology Master Plan, 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) and vital records under its care.

County Clerk Functions	The County Clerk performs several legally and locally mandated functions for the public.
Marriage	Issuance of Public and Confidential marriage licenses, amendments and duplicates. Registration of Confidential and Public licenses 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 of Notary Oaths and bonds Verification of 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 Santa Clara 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 construction in Santa Clara County and surrounding Counties with the intent to inform the public of said construction and what if any impact it would have on the environment
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. The Indexing Section currently has 18 employees. In addition to indexing current day documents, they also are creating electronic indexes Official Records for previous years. They are currently working on 1974 and will work backwards to 1893
Redaction	The Indexing Section is also tasked with redacting the Social Security Numbers on historical documents and will be working backwards to 1980.
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, this section performs microfilm scanning and duplication of older microfilm to preserve the records for permanent retention.
Electronic Recording Delivery System (ERDS)	The Recorder's Office currently accepts and records electronic documents from non-government submitters. Electronic documents are received through the CeRTNA (California Electronic Recording Transaction Network Authority) portal. The Santa Clara County is a partner county of the Multi-County Electronic Recording System called CeRTNA. This system is shared and used by a number of counties which include Fresno, Kern, San Bernardino, San Joaquin, Monterey, Contra Costa, and San Francisco.

Vital Records	Birth Certificates and Death Certificates, Marriage Certificates, and Confidential Marriage.
Sale of Certified Copies	Includes certified copies of real estate records and vital records.

3. Santa Clara County Clerk-Recorder – Information Technology Team

The Santa Clara County Clerk-Recorder has an internal Information Technology team responsible for all IT Project management, Application and Business Analysis, and Data Center operations. The Information Technology Team also provides level 1 and 2 end-user support to the Santa Clara County Clerk-Recorder’s Office for all IT solutions.

4. Technical Environment

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

DESKTOP/LAPTOP	
Virtual Desktop Infrastructure	VMWare View 5.x., running Windows XP SP3+, Windows 7 and 8
Hardware	Standard PC, Thin Client or Zero Client running VMware View Client
Monitor settings	24” display with resolutions: 1280 x 1024 up to 1920 x 1200

PRINTERS/SCANNERS	
Plain Copy and Certified paper	HP LaserJet 4015 HP Laserjet – MFP is HP 4345tn HP Laserjet – standalone is HP2105d
Label Printers	Zebra with network connectivity
Printer Network interfaces	HP- Internal Jet Direct
Receipt Printers	Ithaca POSjet 1500 Compatibility with Microsoft OPOS standard
Scanners	Kodak i810 Kodak i5200V
Scanners Protocol	Isis, Twain

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 CRO IT Team, 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 SCC CRO 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.
	Installation, configuration and setup of any business justified custom enhancements.
Customization (Configuration)	The Vendor will identify all functionality that is considered “customized” to SCC CRO’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 SCC CRO.
Data Migration and Conversion	Conversion and migration of all data from the existing Clerk and Recorder applications into the new application Software.
	Extraction of data from existing systems will be performed by SCC CRO and existing vendor.

D. POINT OF CONTACT:

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

Long Zhang, Procurement Manager
County of Santa Clara Procurement Department
2310 North First Street, Suite 201
San Jose, CA 95131-1040
Telephone: 408-491-7425
E-mail: Long.Zhang@prc.sccgov.org

Any inquiries or requests regarding this procurement must be submitted to the Procurement Officer in writing. Offerors may contact ONLY the Procurement Officer regarding this RFP.

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

The Procurement Officer will make every effort to adhere to the following *anticipated* schedule:

	Action	Date
1.	Issue of RFP	March 28, 2014
2.	Pre-proposal Conference	April 9, 2014
3.	Deadline To Submit Written Questions	April 14, 2014
4.	Response to Written Questions/RFP Addendum	April 18, 2014
5.	Deadline for Submission of Proposals	May 2, 2014, 3:00PM Pacific Daylight Time (PDT)
6.	Proposal Evaluation	May 5-23, 2014
7.	Selection of Shortlist	May 27, 2014
8.	Demonstrations/Presentations (County option)	week of 6/9/2014
9.	Selection of Finalist for Negotiations	June 17, 2014
10.	Final Negotiations or BAFO, and Finalize and Award Contract	June 2014
11.	Commencement of Contract	July 2014
12.	Anticipated Go-Live Date	September 2, 2014

B. EXPLANATION OF EVENTS

1. ISSUE OF RFP

This RFP is being issued by the County of Santa Clara Procurement Department. Copies of this RFP including supporting documents may be obtained from Bidsync's web site at <http://www.bidsync.com>

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. Offerors must attend in order to be considered. See date, time, and location of the pre-proposal conference below.

Pre-proposal Conference location:

Date: April 9, 2014
Time: 2:00 Pacific Time
Location: County Procurement Department
2310 North First Street
San Jose, California 95131
Conference Room: Cedar

3. DEADLINE TO SUBMIT WRITTEN QUESTIONS

Submit all written questions in www.bidsync.com or email the POINT OF CONTACT listed in Section I D by this deadline. **Questions submitted in any other manner or format will not be responded to.**

5. RFP ADDENDUM POSTED/RESPONSE TO WRITTEN QUESTIONS

Questions received prior to a scheduled pre-proposal conference may be responded to at the conference. 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.bidsync.com> on this date. Additional written questions must be received by the Procurement Officer no later than two (2) days after the addendum is posted. The County will respond in the same manner. Thereafter, the County does not guarantee a response. 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 no later than the deadline specified in Paragraph A of Section II. All received proposals will be time stamped. All deliveries via express carrier should be addressed as follows:

RFP-PRO-FY14-0371
Long Zhang, Procurement Manager
Procurement Department
County of Santa Clara
2310 North First St., Suite 201
San Jose, CA 95131-1040

Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the RFP # and title as referenced on the cover page.

6. PROPOSAL EVALUATION PERIOD

An Evaluation Committee will review and evaluate the proposals and make a recommendation as to which Offeror(s) to move forward.

7. SELECTION OF SHORTLIST *{If applicable}*

Offerors 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 Offerors to progress to the next round of evaluation.

8. **DEMONSTRATION/PRESENTATIONS {If applicable}**

At County's option, Offerors 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 Offerors 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 Offerors may be selected to enter into final negotiations with the intent of award. Offerors 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.

C. **GENERAL**

1. **INCURRING COST**

This RFP does not commit the County to award, nor does it commit the County to pay any cost incurred in the submission of the Proposal, or in making necessary studies or designs for the preparation thereof, nor procure or contract for services or supplies. Further, no reimbursable cost may be incurred in anticipation of a contract award.

2. **CLAIMS AGAINST THE COUNTY OF SANTA CLARA**

Neither your organization nor any of your representatives shall have any claims whatsoever against the County or any of its respective officials, agents, or employees arising out of or relating to this RFP or these RFP procedures, except as set forth in the terms of a definitive agreement between the County and your organization.

3. **GUARANTEE OF PROPOSAL**

Responses to this RFP, including proposal prices, will be considered firm and irrevocable for one-hundred and eighty (180) days after the due date for receipt of proposals or one-hundred eighty (180) days after receipt of a best and final offer, if one is submitted.

4. **BASIS FOR PROPOSAL**

Only information supplied by the County in writing by the Procurement Officer in connection with this RFP should be used as the basis for the preparation of Offeror's proposal.

6. **FORM OF PROPOSALS**

No oral, telephone, facsimile, or electronic proposals will be accepted.

6. **AMENDED PROPOSAL**

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified in a written format. The County personnel will not merge, collate, or assemble proposal materials.

7. **WITHDRAWAL OF PROPOSAL**

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request signed by the Offeror's duly authorized representative addressed to the Director of Procurement and submitted to the Procurement Officer.

8. **LATE RESPONSES**

In order for a proposal to be considered, the proposal must be received in person or via courier or mail to the place specified above no later than the RFP due date and time. The Procurement Department time and date stamp will be the basis for determining timeliness of proposals.

9. **NO PUBLIC PROPOSAL OPENING**

There will be no public opening for this RFP.

10. **CALIFORNIA PUBLIC RECORDS ACT (CPRA)**

All proposals become the property of the County, which is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Contractor proprietary information is contained in documents submitted to County, and Contractor claims that such information falls within one or more CPRA exemptions, Contractor must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, the County will make best efforts to provide notice to Contractor prior to such disclosure. If Contractor contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before the County's deadline for responding to the CPRA request. If Contractor fails to obtain such remedy within County's deadline for responding to the CPRA request, County may disclose the requested information.

Contractor further agrees that it shall defend, indemnify and hold County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorney fees) that may result from denial by County of a CPRA request for information arising from any representation, or any action (or inaction), by the Contractor.

11. CONFIDENTIALITY

All data and information obtained from the County of Santa Clara by the Offeror and its agents in this RFP process, including reports, recommendations, specifications and data, shall be treated by the Offeror and its agents as confidential. The Offeror and its agents shall not disclose or communicate this information to a third party or use it in advertising, publicity, propaganda, or in another job or jobs, unless written consent is obtained from the County. Generally, each proposal and all documentation, including financial information, submitted by an Offeror to the County is confidential until a contract is awarded, when such documents become public record under state and local law, unless exempted under CPRA.

12. ELECTRONIC MAIL ADDRESS

Most of the communication regarding this procurement will be conducted by electronic mail (e-mail). Potential Offerors agree to provide the Procurement Officer with a valid e-mail address to receive this correspondence.

13. USE OF ELECTRONIC VERSIONS OF THE RFP

This RFP is being made available by electronic means. If accepted by such means, the Offeror acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the Procurement Department the version maintained by the Procurement Department must govern.

14. COUNTY RIGHTS

The County reserves the right to do any of the following at any time:

- a. Reject any or all proposal(s), without indicating any reason for such rejection;
- b. Waive or correct any minor or inadvertent defect, irregularity or technical error in a proposal or the RFP process, or as part of any subsequent contract negotiation;
- c. Request that Offerors supplement or modify all or certain aspects of their proposals or other documents or materials submitted;
- d. Terminate the RFP, and at its option, issue a new RFP;
- e. Procure any equipment or services specified in this RFP by other means;
- f. Modify the selection process, the specifications or requirements for materials or services, or the contents or format of the proposals;
- g. Extend a deadline specified in this RFP, including deadlines for accepting proposals;
- h. Negotiate with any or none of the Offerors;
- i. Modify in the final agreement any terms and/or conditions described in this RFP;
- j. Terminate failed negotiations with an Offeror without liability, and negotiate with other Offerors;
- k. Disqualify any Offeror on the basis of a real or apparent conflict of interest, or evidence of collusion that is disclosed by the proposal or other data available to the County;
- l. Eliminate, reject or disqualify a proposal of any Offeror who is not a responsible Offeror or fails to submit a responsive offer as determined solely by the County; and/or
- m. Accept all or a portion of an Offeror's proposal.

15. ASSIGNMENT OF CLAYTON ACT, CARTWRIGHT ACT CLAIMS

In submitting a response to a solicitation issued by the County, the responding person and/or entity offers and agrees that if the response is accepted, it will assign to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the responding person and/or entity for sale to the County pursuant to the solicitation document. Such assignment shall be made and become effective at the time the County tenders final payment to the responding person and/or entity.

III. EVALUATION

A. FACTORS

The Evaluation Criteria listed below will be utilized in the evaluation of the Offeror'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. An Offeror must be acceptable in all criteria for a contract to be awarded to that Offeror whose proposal provides the best value to the County.

1. Corporate strength, experience, financial strength, references and reputation of Offeror;
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 selection is to be based.

B. LOCAL PREFERENCE POLICY

In a formal solicitation of goods or services, the County of Santa Clara shall give Local Businesses the preference described below.

"Local Business" means a lawful business with a physical address and meaningful "production capability" located within the boundary of the County of Santa Clara. The term "production capability" means sales, marketing, manufacturing, servicing, provision of services, or research and development capability that substantially and directly enhances the firm's or bidder's ability to perform the proposed contract. Post Office box numbers, residential addresses, a local sales office without any support and/or a local subcontractor hired by the contractor may not be used as the sole basis for establishing status as a "Local Business."

In the procurement of goods or services using an Invitation to Bid or another solicitation method in which price is the determining factor for award of the contract, five percent (5%) shall be subtracted from a bid submitted by a responsive and responsible Local Business in determining the lowest responsive responsible bidder. If application of the 5% results in a Local Business bid being lower than the non-local business bid, the contract award shall be made to the Local Business at the Local Business' original bid price. If after applying the 5% discount, two or more competing vendors have bid the same price, local businesses shall be given preference.

In the procurement of goods or services in which best value is the determining basis for award of the contract - for example, a Request for Proposals - five percent (5%) of the total points awardable will be added to the Local Business score.

When a contract for goods or services, as defined in this policy, is presented to the Board for approval, the accompanying transmittal document shall include a statement as to whether the proposed vendor is a Local Business, and whether the application of the local preference policy

was a decisive factor in the award of the proposed contract. The local preference policy may only be applied based on the entity submitting a bid or proposal and not a subcontractor or business partner.

This Local Business preference shall not apply to the following:

- (1) Public works contracts;
- (2) Where such a preference is precluded by local, state or federal law or regulation;
- (3) Contracts funded in whole or in part by a donation or gift to the County where the special conditions attached to the donation or gift prohibits or conflicts with this preference policy. The donation or gift must be approved or accepted by the Board in accordance with County policy; or
- (4) Contracts exempt from solicitation requirements under an emergency condition in accordance with Board policy, state law and/or the County of Santa Clara Ordinance Code.

IV. RESPONSE FORMAT AND ORGANIZATION

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

A. NUMBER OF RESPONSES

Offerors must submit only one written proposal.

B. ORIGINAL AND COPIES

Offeror shall provide and deliver to the location specified on or before the closing date and time for receipt of proposals:

1. One (1) original proposal. The original binder/submittal must be stamped "ORIGINAL" and contain original signatures on the necessary forms.
2. Five (5) identical copies of the original proposal.
3. One (1) original Proposal Cost Response Form, marked "Original" and signed in blue ink, and seven (7) copies submitted in a separate sealed envelope and included with the original proposal.
4. One (1) electronic copy of the proposal in CD-ROM format readable by Microsoft Office 2003 (Word, Excel and Project) software. The CD or flash drive shall be included in the original binder.

C. PROPOSAL FORMAT

All proposals shall be typewritten on standard 8 ½ x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section. Hard copies should utilize both sides of the paper where practical.

The proposal should be organized and indexed in the following format and must contain, at a minimum, the applicable items in the sequence indicated:

Table of Contents

- Tab 1: Letter of Transmittal
Executive Summary
- Tab 2: Corporate Experience, Stability/Strength and Reputation (include copies of Financial Statements here)
- Tab 3: **Appendix A1:** Technical Requirements Response Form (County Hosted)
Appendix A2: Functionality and Integration Response Form (County Hosted)
Appendix A3: Implementation, Project Management Training and On-going Support Response Form (County Hosted)
Appendix A4: Vendor Acknowledgement of Vendor Remote Access and User Responsibility Statement
- Tab 4: Appendix B: Non-collusion Declaration Form
Appendix C: Declaration of Local Business, if applicable.
Appendix D: Offeror's Acknowledgement and Terms and Conditions
- Tab 5: Related Referenced Material, if any

Appendix A5: Proposal Cost Response Form refer to Section IV, B, 3 above.

D. PROPOSAL PREPARATION INSTRUCTIONS

Within each section of their proposal, Offerors 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.

E. NON-CONFORMING SUBMISSIONS

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.

V. OFFEROR SUBMITTAL AND REQUIREMENTS

A. LETTER OF TRANSMITTAL

Each proposal received must include a letter of transmittal. The letter of transmittal should include:

- a. Identify the submitting organization;
- b. Identify the company name, business address, including headquarters, all local offices, co-location locations (city/state), and telephone numbers;
- c. Identify any offices or facilities located within the County of Santa Clara that substantially and directly enhances the Offeror's ability to perform the proposed contract;
- d. Provide the name of the jurisdiction in which the Offeror is organized and the date of such organization;
- e. Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized by the organization to contractually obligate the organization;
- f. Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized to negotiate the contract on behalf of the organization;
- g. Identify the names, titles, telephone and fax numbers, and e-mail addresses of persons to be contacted for clarification;
- h. Be signed by the person authorized to contractually obligate the organization;
- i. Acknowledge receipt of any and all addenda to this RFP; and
- j. Identify all sections of the proposal that the Offeror claims contain "proprietary" or "confidential" information.

B. EXECUTIVE SUMMARY

Include a one or two page executive summary which provides the Evaluation Committee with an overview of the significant business features of the proposal.

C. OFFEROR'S CORPORATE INFORMATION

1. OFFEROR INFORMATION

Offerors are required to provide the following information:

- a. Description about the length of time and their experience in providing solutions as related to the requirements listed in this RFP herein.
- b. Discussion about the type and duration of the business relationship with the manufacturer(s) whose products are included in the proposed systems.
- c. Description of the Offeror's organization, including names of principals, number of employees, client base, areas of specialization and expertise, and any other information that will assist the Evaluation Committee in formulating an opinion about the stability and strength of the organization.
- d. Identify all subcontractors that will be used in the performance of the contract. Include company name, business address, headquarter location, and all office relevant to the proposed solution and services. Explain what services the

subcontractor will provide in relation to the proposed solution. If no subcontractor will be used, state "No

2. Name and title of all key person(s), such as certified technicians, who would be responsible for the work to be performed under the agreement including installation and support. Include their location and availability, the depth of their experience and background, and any professional (applicable) certificates and /or credentials, if any. Include resumes, if available.
3. Provide a complete disclosure if Offeror, its subsidiaries, parent, other corporate affiliates, or subcontractors have defaulted in its performance on a contract during the past five years which has led the other party to terminate the contract. If so, identify the parties involved and the circumstances of the default or termination.
4. A list of any lawsuits filed against the Offeror, its subsidiaries, parent, other corporate affiliates, or subcontractors in the past five years and the outcome of those lawsuits. Identify the parties involved and circumstances. Also, describe any civil or criminal litigation or investigation pending.
5. Provide three (3) different external references from clients who have completed their projects in the last three years and who are willing to validate the Offeror's past performance on projects of same size and scope. Include public organization references, if any. The minimum information that shall be provided for each client reference follows:
 - a. Name and title of the contact person;
 - b. Name of the company or governmental entity;
 - c. Address of the contact person;
 - d. Telephone number and email address of contact person; and
 - e. Brief description of the system and services provided (name and version) and go-live date.
 - f. Total recording volume in 2013 (number of documents)
6. Offerors shall provide a certificate(s) of insurance or a copy insurance declaration page(s) with their proposals as written evidence of their ability to meet the insurance certificate and other applicable County insurance requirements in accordance with the provisions listed in **Attachment 2** of the RFP. In addition, Offerors should provide a letter from an insurance agent or other appropriate insuring authority documenting their willingness and ability to endorse their insurance policies making the County an additional insured.

Offerors must provide this information with their proposal and may not defer a submission at a later date.
7. Provide copies of the most recent years independently audited financial statements, as well as those for the preceding three years. The submission shall include the audit opinion, balance sheet, income statement, retained earnings, cash flows, and notes to the financial statements.

If independently audited financial statements do not exist for the Offeror, the Offeror shall state the reason and, instead, submit sufficient detail information (such as a Dun and Bradstreet report) to enable the Evaluation Committee to determine the financial stability of the Offeror.

Offerors must provide information with their proposal and may not defer submission at a later date. The Procurement Officer may request and the Offeror shall provide additional financial information.

D. TECHNICAL REQUIREMENTS

Offerors must submit a thorough narrative supported by references to the technical questions asked in **Appendix A1**.

E. FEATURES AND FUNCTIONALITIES REQUIREMENTS

Offerors must complete and submit with their proposals the features and functionalities requirements referenced in **Appendix A2**.

F. SUPPORT AND SERVICES

Offerors must submit a thorough narrative supported by references to the support and service questions asked in **Appendix A3**.

G. VENDOR REMOTE ACCESS AND USER RESPONSIBILITY

Attachment 3 lists the Vendor Remote Access and User Responsibility Statements. If offering a county-hosted solution, Offerors shall acknowledge agreement to abide by the terms and conditions of Attachment 3 on **Appendix A4**.

Should Offerors object to any of the terms and conditions, Offerors must propose specific alternative language and indicate the reason for their objection. The County may or may not accept the alternative language.

H. COST PROPOSAL

The proposed costs shall directly relate to the Project Work Plan. Please include **Appendix A5** in your proposal.

I. OTHER SUBMITTALS

1. NON-COLLUSION DECLARATION

Offerors shall complete and include **Appendix B** - Non-collusion Declaration form with their proposal.

2. DECLARATION OF LOCAL BUSINESS

Offerors shall complete and include **Appendix C** - Declaration of Local Business form with their proposal, if applicable.

3. OFFEROR'S ACKNOWLEDGEMENT AND TERMS AND CONDITIONS

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

**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 Offeror (any/all third party software).
- d. Provide a case study for a successful system implementation used by a county of comparable size.
- 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. Identify how many users are can access the proposed system. (Concurrent users).
- i. Describe licenses required for the software (concurrent / per seat and the number associated).

- j. 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.
- k. 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.
- l. Define the requirements for a test system. Include all related components (hardware, software, etc.) Include test system costs.
- m. Describe the maximum number of database records that can be stored.
- n. Define which third party reporting tools the system is compatible with the proposed system.
- o. Provide the data dictionary and schema used by the system.
- p. Describe the minimum monitor and screen resolution limit.
- q. Describe the process for change management or customer notification.
- r. Describe the current generally available (GA) version number and release date, including how often new GA releases are made available.
- s. Describe how continuous application and system support is provided 24 hours a day, 365 days per year. Describe the process for requesting support during standard business hours and after hours.
- t. Provide the company escalation and response plan, and describe how issues are triaged and escalated.
- u. Provide the average response time of the proposed system.
- v. Describe the level of customization available without a programmer or vendor support.
- w. Provide the location of the closest service representative.
- x. Define the system uptime. Include planned downtime windows.

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
 - v. hard drive size
- 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.

- 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.)
- g. Describe hardware support and escalation process.
- h. Describe any maintenance and support the client is expected to do.
- i. Describe, in detail, any test facilities available to test our assets/inventory of tagged items.
- j. Describe the process for incorporating Request for Enhancements for special customization requests.

2. 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.

3. 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.
- d. Describe the response time expected with the proposed system.

4. Data Management

- a. Describe the data management approach.
- b. Provide a copy of the Service Level Agreement.
- c. Explain how the information can be retrieved from the archive. Explain how the data is stored within the database, including if it can be stored in a separate database.

5. Storage

- a. Explain how data is archived (e.g., on demand, automatically, via optical disk, etc.)

- b. Describe how the system will store the data on non-proprietary media and in an industry-standard format. Offeror should also specify the type of media used for long-term storage and the format in which it is stored.
- c. 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.
- d. Describe the maximum size of the database and the largest currently operating production and archive directories.
- e. Describe the long-term storage options available for the system.
- f. Describe how the system will print information on demand. Offeror must specify any special hardware or required printers necessary for printing.
- g. Explain how long batches (batch processing data) remain in the system.
- h. 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.)

6. 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.

7. Critical Updates, Patches and Antivirus

- a. Describe the process for approving and installing operating system Critical Updates. Attach the Offeror 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 vendor's servers.
- 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.

8. 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.
- 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, Offeror 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).

9. Security

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

10. 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.

**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. Offerors 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, Offeror 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 Offeror’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 offeror has no intention to add it as an enhancement.
3. Offeror 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

<u>ID</u>	<u>Description</u>	<u>Importance</u>	<u>Availability</u> A, B, C, D	<u>Comments</u> 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.	HD		
2.	Allows defining a class of documents to be scanned and rules for releasing them into the application.	HD		

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

B. Document Processing Workflows

<u>ID</u>	<u>Description</u>	<u>Importance</u>	<u>Availability</u> A, B, C, D	<u>Comments</u> 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.	HD		
2.	Allows for customizable workflows to be defined for various item and transaction types. (ex. configure the sale of Passports)	HD		

3.	Allows computing and collecting of fees and taxes.	HD		
4.	Allows filing and/or recording of documents electronically.	HD		
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)	HD		
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.	U		
11.	Allows for customized integration with external systems. (ex. APN search with Assessor system)	U		
12.	Allows attaching comments to all transactions in all workflows.	HD		

C. Access to Records

<u>ID</u>	<u>Description</u>	<u>Importance</u>	<u>Availability</u> A, B, C, D	<u>Comments</u>
				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.	HD		
3.	Allows for extraction and export of real estate records, vital records, and business records for electronic transfer, CD/DVD creation, and film archive.	HD		
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		

D. Cashiering and Accounting

<u>ID</u>	<u>Description</u>	<u>Importance</u>	<u>Availability</u> A, B, C, D	<u>Comments</u> 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.	HD		
2.	Allows for integration with industry standard payment systems and POS devices.	HD		
3.	Allows for integration with industry standard accounting products. (ex. SAP integration)	D		
4.	Allows processing voids and refunds.	HD		
5.	Allows for an audit trail for all accounting transactions.	D		

E. User Interface Capabilities

<u>ID</u>	<u>Description</u>	<u>Importance</u>	<u>Availability</u> A, B, C, D	<u>Comments</u> 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, verification,</u> and on the fly workflow by performing automated capture of index information.	HD		
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 menus.	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 menus.	D		
6.	Allows for resizing, inverting and cropping any digital image stored on the system.	HD		

F. Administrator Capabilities

<u>ID</u>	<u>Description</u>	<u>Importance</u>	<u>Availability</u> A, B, C, D	<u>Comments</u> 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 for maintaining tables and master lists. (ex. indexing and verification master tables).	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 ad hoc reports.	HD		
6.	Allows for a configurable "dashboard" or "live" view of workflow statistics.	D		

G. Printing and Electronic Notification Capabilities

<u>ID</u>	<u>Description</u>	<u>Importance</u>	<u>Availability</u> A, B, C, D	<u>Comments</u> 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 printing or electronic transmission of receipts for all transactions.	HD		
2	Allows printing or electronic generation of labels and barcodes	HD		
3	Allows for automated printing or electronic transmission of notices and letters.	HD		
4	Allows the use of QRF codes (electronic generation and notification).	D		

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 Offeror 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 Offeror 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 Offeror, including job title and years of employment with the Offeror; 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 Offeror will work with the County to determine training needs and tailor the curriculum;

- 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 Offeror.

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 Offeror (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 Offeror'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 Offeror.
- 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.

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 Offeror, 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. Offeror shall describe the method used for change management and advance notification timeframe for application changes.
- g. Explain if there is a user group. If yes, explain how often they meet and where the meetings are held. Include if the user group is a separate independent organization or funded and organized by the Offeror.

8. Value Added Services (Optional)

Offerors 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

APPENDIX A4

OFFEROR ACKNOWLEDGEMENT VENDOR REMOTE ACCESS AND USER RESPONSIBILITY STATEMENTS

If offering a county-hosted solution, Offerors shall acknowledge agreement to abide by the terms and conditions of Attachment 4 here. Should Offerors object to any of the terms and conditions, Offerors must propose specific alternative language here and indicate the reason for their objection on this form. The County may or may not accept the alternative language.

**APPENDIX A5
PROPOSAL COST RESPONSE FORM (COUNTY HOSTED)**

Offerors – 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.

Offeror Name: _____

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. _____	\$ _____

OFFEROR NAME: _____

**APPENDIX B
NON-COLLUSION DECLARATION**

I, _____, am the _____
(Print Name) (Position/Title)
of _____,
(Name of Company)

the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Offeror has not directly or indirectly induced or solicited any other Offeror to put in a false or sham bid; and has not directly or indirectly colluded, conspired, connived, or agreed with any Offeror or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Offeror has not in any manner directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Offeror or any other Offeror, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Offeror, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the Offeror has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the Laws of the State of California that the foregoing is true and correct:

COMPANY NAME:

AUTHORIZED SIGNATURE:

PRINT NAME:

DATE:

**APPENDIX C
DECLARATION OF LOCAL BUSINESS**

Santa Clara County gives local businesses a preference in formal solicitations of goods and services as set forth in the Board Policy, Section 5.6.5.2. A bidder or Offeror has the option of qualifying for the preference by self-declaring its qualification as a "local business." By signing below, the bidder or offeror is certifying its qualification as a "local business" for purposes of application of Santa Clara County's policy and is deemed to be applying for the local preference.

All information submitted is subject to investigation, as well as to disclosure to third parties under the California Public Records Act. Incomplete, unclear, or incomprehensible responses to the following will result in the bid or proposal not being considered for application of Santa Clara County's local preference policy. False or dishonest responses will result in rejection of the bid or proposal and curtail the firm or individual's ability to conduct business with the County in the future. It may also result in legal action.

Provide the complete physical address of your business with meaningful "production capability" located within the boundary of the County of Santa Clara. The term "production capability" means sales, marketing, manufacturing, servicing, or research and development capability that substantially and directly enhances the firm's/bidder's/Offeror's ability to perform the proposed contract. Post Office box numbers and/or residential addresses may not be used as the sole bases for establishing status as a "Local Business." If you have more than one physical address in Santa Clara County, please provide an attachment with all of the addresses in the form specified below.

Business Name: _____	
Street: _____	
City/State: _____	Zip: _____

Please Indicate Business Organization (Check One)

- | | |
|--|--------------------------------------|
| <input type="checkbox"/> Individual Proprietorship | <input type="checkbox"/> Corporation |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Other |

By filling this form, bidder/Offeror declares its qualification as a local business as defined in County of Santa Clara Board Policy, Section 5.6.5.2.

The undersigned declares that he or she is an official/agent of responding firm or individual and is empowered to represent, bind, and execute contracts on behalf of the firm or individual.

The undersigned declares under penalty of perjury, under the laws of the State of California, that all statements in this Exhibit and response are true and correct, with full knowledge that all

statements are subject to investigation and that any incomplete, unclear, false or dishonest response may be grounds for denial or revocation of the accompanying bid or proposal and may result in being barred from doing business with Santa Clara County as well as additional legal consequences.

Signature

Title

Name

Date

Business License Number (if applicable)

APPENDIX D

OFFEROR'S TERMS AND CONDITIONS

Offerors 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.

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

_____ Offeror accepts the County's terms and conditions listed in Attachment 1 and propose additional terms and conditions here in Appendix G below. Offeror 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.

_____ Offeror 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 Offeror'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. Offeror 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.

ATTACHMENT 1

COUNTY OF SANTA CLARA TERMS AND CONDITIONS

1. Agreement Number: _____

2. DEFINITIONS

2.1 "Acceptance Tests" means those tests performed during the Performance Period which are intended to determine compliance of Equipment and Software with the specifications and all other Attachments incorporated herein by reference and to determine the reliability of the Equipment.

2.2 "Application Program" means a computer program which is intended to be executed for the purpose of performing useful work for the user of the information being processed. Application programs are developed or otherwise acquired by the user of the Hardware/Software system, but they may be supplied by the Contractor.

2.3 "Attachment" means a mechanical, electrical, or electronic interconnection to the Contractor-supplied Machine or System of Equipment, manufactured by other than the original Equipment manufacturer that is not connected by the Contractor.

2.4 "Commercial Software" means Software developed or regularly used that: (i) has been sold, leased, or licensed to the general public; (ii) has been offered for sale, lease, or license to the general public; (iii) has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this Agreement; or (iv) satisfies a criterion expressed in (i), (ii), or (iii) above and would require only minor modifications to meet the requirements of this Agreement.

2.5 "County Data" shall mean shall mean data and information received by Contractor from County. County shall remain the owner of County Data.

2.6 "Custom Software" means Software that does not meet the definition of Commercial Software.

2.7 "Data Processing Subsystem" means a complement of Contractor-furnished individual Machines, including the necessary controlling elements (or the functional equivalent) and Operating Software, if any, which are acquired to operate as an integrated group, and which are interconnected entirely by Contractor-supplied power and/or signal cables; e.g., direct access controller and drives, a cluster of terminals with their controller, etc.

2.8 "Data Processing System (System)" means the total complement of Contractor-furnished Machines, including one or more central processors (or instruction processors) and Operating Software, which are acquired to operate as an integrated group.

2.9 "Deliverables" means Goods, Software, Information Technology, telecommunications technology, and other items (e.g. reports) to be delivered pursuant to this Agreement, including any such items furnished incident to the provision of services.

2.10 "Designated CPU(s)" means for each product, if applicable, the central processing unit of the computers or the server unit, including any associated peripheral units. If no specific "Designated CPU(s)" are specified on the Agreement, the term shall mean any and all CPUs located at the site specified therein.

2.11 "Documentation" means nonproprietary manuals and other printed materials necessary or useful to the County in its use or maintenance of the Equipment or Software provided hereunder. Manuals and other printed materials customized for the County hereunder constitute Documentation only to the extent that such materials are described in or required by the Statement of Work ("SOW").

2.12 "Equipment" is an all-inclusive term which refers either to individual Machines or to a complete Data Processing System or subsystem, including its Hardware and Operating Software (if any).

2.13 "Equipment Failure" is a malfunction in the Equipment, excluding all external factors, which prevents the accomplishment of the Equipment's intended function(s). If microcode or Operating Software residing in the Equipment is necessary for the proper operation of the Equipment, a failure of such microcode or Operating Software which prevents the accomplishment of the Equipment's intended functions shall be deemed to be an Equipment Failure.

2.14 "Facility Readiness Date" means the date specified in the SOW by which the County must have the site prepared and available for Equipment delivery and installation.

2.15 "Goods" means all types of tangible personal property, including but not limited to materials, supplies, and Equipment (including computer and telecommunications Equipment).

2.16 "Hardware" usually refers to computer Equipment and is contrasted with Software. See also Equipment.

2.17 "Installation Date" means the date specified in the SOW by which the Contractor must have the ordered Equipment ready (certified) for use by the County.

2.18 "Information Technology" includes, but is not limited to, all electronic technology systems and services, automated information handling, System design and analysis, conversion of data, computer programming, information storage and retrieval, telecommunications which include voice, video, and data communications, requisite System controls, simulation, electronic commerce, and all related interactions between people and Machines.

2.19 "Licensed Software" is the computer software in object code format, along with Documentation that is provided to County pursuant to this Agreement.

2.20 "Machine" means an individual unit of a Data Processing System or subsystem, separately identified by a type and/or model number, comprised of but not limited to mechanical, electro-mechanical, and electronic parts, microcode, and special features installed thereon and including any necessary Software, e.g., central processing unit, memory module, tape unit, card reader, etc.

2.21 "Machine Alteration" means any change to a Contractor-supplied Machine which is not made by the Contractor, and which results in the Machine deviating from its physical, mechanical, electrical, or electronic (including microcode) design, whether or not additional devices or parts are employed in making such change.

2.22 "Maintenance Diagnostic Routines" means the diagnostic programs customarily used by the Contractor to test Equipment for proper functioning and reliability.

2.23 "Manufacturing Materials" means parts, tools, dies, jigs, fixtures, plans, drawings, and information produced or acquired, or rights acquired, specifically to fulfill obligations set forth herein.

2.24 "Mean Time Between Failure (MTBF)" means the average expected or observed time between consecutive failures in a System or component.

2.25 "Mean Time to Repair (MTTR)" means the average expected or observed time required to repair a System or component and return it to normal operation.

2.26 "Operating Software" means those routines, whether or not identified as Program Products, that reside in the Equipment and are required for the Equipment to perform its

intended function(s), and which interface the operator, other Contractor-supplied programs, and user programs to the Equipment.

2.27 "Operational Use Time" means for performance measurement purposes that time during which Equipment is in actual operation by the County. For maintenance Operational Use Time purposes, that time during which Equipment is in actual operation and is not synonymous with power on time.

2.28 "Performance Testing Period" means a period of time during which the County, by appropriate tests and production runs, evaluates the performance of newly installed Equipment and Software prior to its acceptance by the County.

2.29 "Period of Maintenance Coverage" means the period of time, as selected by the County, during which maintenance services are provided by the Contractor for a fixed monthly charge, as opposed to an hourly charge for services rendered. The Period of Maintenance Coverage consists of the Principal Period of Maintenance and any additional hours of coverage per day, and/or increased coverage for weekends and holidays.

2.30 "Preventive Maintenance" means that maintenance, performed on a scheduled basis by the Contractor, which is designed to keep the Equipment in proper operating condition.

2.31 "Principal Period of Maintenance" means any nine consecutive hours per day (usually between the hours of 7:00 a.m. and 6:00 p.m.) as selected by the County, including an official meal period not to exceed one hour, Monday through Friday, excluding holidays observed at the installation.

2.32 "Programming Aids" means Contractor-supplied programs and routines executable on the Contractor's Equipment which assists a programmer in the development of applications including language processors, sorts, communications modules, data base management systems, and utility routines, (tape-to-disk routines, disk-to-print routines, etc.).

2.33 "Program Product" means programs, routines, subroutines, and related items which are proprietary to the Contractor and which are licensed to the County for its use, usually on the basis of separately stated charges and appropriate contractual provisions.

2.34 "Remedial Maintenance" means that maintenance performed by the Contractor which results from Equipment (including Operating Software) failure, and which is performed as required, i.e., on an unscheduled basis.

2.35 "Site License" means for each product, the term "Site License" shall mean the license established upon acquisition of the applicable number of copies of such product and payment of the applicable license fees as set forth in the SOW.

2.36 "Software" means an all-inclusive term which refers to any computer programs, routines, or subroutines supplied by the Contractor, including Operating Software, Programming Aids, Application Programs, and Program Products.

2.37 "Software Failure" means a malfunction in the Contractor-supplied Software, other than Operating Software, which prevents the accomplishment of work, even though the Equipment (including its Operating Software) may still be capable of operating properly. For Operating Software failure, see definition of Equipment Failure.

2.38 "System" means the complete collection of Hardware, Software and services as described in this Agreement, integrated and functioning together, and performing in accordance with this Agreement.

2.39 "U.S. Intellectual Property Rights" means intellectual property rights enforceable in the United States of America, including without limitation rights in trade secrets, copyrights, and U.S. patents.

3. NON-EXCLUSIVE AGREEMENT

This Agreement does not establish an exclusive contract between the County and the Contractor. The County expressly reserves rights to, without limitation, the following: the right to utilize others to provide products, support and services; the right to request proposals from others with or without requesting proposals from the Contractor; and the unrestricted right to bid any such product, support or service.

4. TERM

4.1 This Agreement shall not be effective or binding unless approved in writing by the Director of Procurement, or authorized designee, as evidenced by their signature as set forth in this Agreement. The term of the Agreement shall be for three (3) years from the effective date. The County shall have the right to exercise two (2) one-year optional renewals, or one (1) two-year optional renewal.

4.2 Furthermore, at any time during the term of the Agreement, the Agreement is subject to termination pursuant to Section xx of this Agreement. The County may contract with the Contractor for maintenance beyond the term of this Agreement.

5. TERMINATION

5.1 Termination for Convenience

5.1.1 The County may terminate this Agreement or any contract release purchase order at any time for the convenience of the County by giving thirty (30) calendar days written notice specifying the effective date and scope of such termination.

5.1.2 In no event shall the County be liable for any loss of profits on the resulting order or portion thereof so terminated.

5.1.3 In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other materials (collectively referred to as "materials") prepared by Contractor under this Agreement contract release purchase order shall become the property of the County and shall be promptly delivered to the County. Upon receipt of such materials, County shall pay the Contractor as full compensation for performance, the unit or pro rata price for the then-accepted portion of Deliverables and/or services.

5.1.4 By termination under this paragraph, neither County nor the Contractor may nullify obligations, if any, already incurred for performance or failure to perform prior to the date of termination.

5.1.5 Termination under this paragraph may be made with or without cause.

5.2 Termination for Cause

5.2.1 County may terminate this Agreement or any contract release purchase order, in whole or in part, for cause upon ten (10) calendar days written notice to Contractor. For purposes of this Agreement, cause includes, but is not limited to, any of the following: (a) material breach of this Agreement or any contract release purchase order by Contractor, (b) violation by Contractor of any applicable laws or regulations; (c) assignment or delegation by Contractor of the rights or duties under this Agreement without the written consent of County or (d) less than perfect tender of delivery or performance by Contractor that is not in strict conformance with terms, conditions, specifications, covenants, representations, warranties or requirements in this Agreement or any contract release purchase order.

5.2.2 In the event of such termination, the Contractor shall be liable for any costs incurred by the County because of Contractor's default. For instance, the County may purchase or obtain Deliverables elsewhere and the defaulting Contractor shall be liable for the difference between Contractor's price pursuant to this Agreement, and all costs incurred by the County. The Contractor shall promptly reimburse the County for the full amount of its liability, or, at County's option, the County may offset such liability from any payment due to the Contractor under any contract or contract release purchase order with the County.

5.2.3 If, after notice of termination under the provisions of this clause, it is determined for any reason that the Contractor was not in default under this provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination For Convenience clause.

5.2.4 In lieu of terminating immediately upon contractor's default, County may, at its option, provide written notice specifying the cause for termination and allow Contractor ten (10) calendar days (or other specified time period) to cure. If, within ten (10) calendar days (or other specified time) after the County has given the Contractor such notice, Contractor has not cured to the satisfaction of the County, or if the default cannot be reasonably cured within that time period, County may terminate this Agreement at any time thereafter. County shall determine whether Contractor's actions constitute complete or partial cure. In the event of partial cure, County may, at its option, decide whether to (a) give Contractor additional time to cure while retaining the right to immediately terminate at any point thereafter for cause; or (b) terminate immediately for cause. If County determines that the Contractor's actions contribute to the curtailment of an essential service or pose an immediate threat to life, health or property, County may terminate this Agreement immediately without penalty upon issuing either oral or written notice to the Contractor and without any opportunity to cure.

5.3 Termination for Lack of Appropriation: The term of the Agreement between Contractor and County, and the purchase of Deliverables and/or services hereunder, are contingent on the appropriation of funds by the County. Should sufficient funds not be appropriated, this Agreement may be terminated by County at any time by providing Contractor with thirty (30) calendar days written notice. In the event of such Termination for Lack of Appropriation, County shall be responsible only for any undisputed, unpaid balances for Deliverables and/or services provided by Contractor and accepted by County prior to the effective date of termination.

5.4 Termination for Bankruptcy: If Contractor is adjudged to be bankrupt or should have a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of Contractor's insolvency, the County may terminate this Agreement immediately without penalty.

5.5 Budgetary Contingency: Performance and/or payment by the County pursuant to this Agreement are contingent upon the appropriation of sufficient funds by the County for services covered by this Agreement. If funding is reduced or deleted by the County for services covered by this Agreement, the County may, at its option and without penalty or liability, terminate this Agreement or offer an amendment to this Agreement indicating the reduced amount.

6. NECESSARY ACTS AND FURTHER ASSURANCES

The Contractor shall at its own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

7. COUNTING DAYS

Days are to be counted by excluding the first day and including the last day, unless the last day is a Saturday, a Sunday, or a legal holiday, and then it is to be excluded.

8. MODIFICATION

This Agreement or any contract release purchase order may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement contract release purchase order will be binding on County unless it is in writing and signed by County's Director of Procurement, or authorized designee, as evidenced by his/her signature as set forth in this Agreement.

9. SCOPE

9.1 Contractor agrees to provide the County all Deliverables and/or services on terms set forth in this Agreement (including Exhibits), as well as all necessary equipment and resources. However, this Agreement does not provide authority to ship Deliverables. That authority shall be established by contract release purchase orders placed by the County and sent to Contractor throughout the term of the Agreement. Each and every contract release purchase order shall incorporate all terms of this Agreement and this Agreement shall apply to same.

9.2 The County will consider Contractor to be the single point of contact with regards to all contractual matters, including payment of any and all charges for Deliverables and/or services provided under the Agreement and any issues regarding the subcontractor(s), if any. Contractor shall provide to County quarterly and annual spend and usage reports, at no additional cost.

9.3 Any additional or different terms or qualifications sent by Contractor, including, without limitation, in mailings, attached to invoices or with any Deliverables shipped, shall not become part of the contract between the parties. County's acceptance of Contractor's offer is expressly made conditional on this statement.

9.4 Contractor shall provide to the County, all documentation and manuals relevant to the Deliverables to be supplied, at no additional cost. Contractor shall deliver such documentation either in advance of or concurrently with the delivery of Deliverables.

9.5 Employees and agents of Contractor, shall, while on the premises of the County, comply with all rules and regulations of the premises, including, but not limited to, security requirements.

9.6 Contractor shall be responsible for installation, delivery, training and knowledge transfer activities in relation to the Deliverables being supplied as reasonably required by County and as set forth in the exhibits to this Agreement.

9.7 All equipment shall be delivered to a County site specified in the contract release purchase order, or if not so specified therein, in the SOW/Specifications.

9.8 Unless stated otherwise and agreed to in writing by County, County shall own all Deliverables provided pursuant to this Agreement. County shall also own all modifications and/or enhancements to the Deliverables paid for by County, as well as any and all derivatives created or paid for by County.

9.9 Contractor holds itself out as an expert in the subject matter of the Agreement. Contractor represents itself as being possessed of greater knowledge and skill in this area than the average person. Accordingly, Contractor is under a duty to exercise a skill greater than that of an ordinary person, and the manner in which performance is rendered will be evaluated in

light of the Contractor's superior skill. Contractor shall provide equipment and perform work in a professional manner consistent, at minimum, with industry standards.

9.10 Contractor represents that all prices, warranties, benefits and other terms being provided hereunder are fair, reasonable and commensurate with the terms otherwise being offered by Contractor to its current customers ordering comparable Deliverables and/or services.

9.11 County does not guarantee any minimum orders.

9.12 This Agreement shall not be effective or binding unless approved in writing by the County Director of Procurement, or authorized designee, as evidenced by their signature as set forth in this Agreement.

9.13 Furthermore, at any time during the term of the Agreement, the Agreement is subject to termination in accordance with this Agreement. The County may contract with Contractor for recurring services beyond the term of this Agreement and any amendments.

10. COST SUMMARY AND COMPENSATION PLAN

10.1 In the event of a decrease in the cost of recurring fees, Contractor shall extend the lower price(s) to the County and provide prompt written notification to the County. Contractor shall, on an ongoing basis, inform the County of any such special, promotional or reduced pricing.

10.2 In the event that any product on Exhibit A is discontinued or upgraded, Contractor shall extend the same contract pricing towards a comparable replacement which is functionally equivalent or upgraded version when available. Minimum mandatory hardware specifications must be included. Unless otherwise stated, prices shall be fixed for the term of the Agreement, including all extensions and/or amendments.

10.3 Additional services, if any, will be billed after services have been rendered.

10.4 Both parties acknowledge that during the term of this Agreement, products and services may be added to the Agreement. In the event that such services are identified, and a cost is associated, the County reserves the right to add the additional services to the Agreement and negotiate cost. The County Contract Administrator will approve the additional work and cost by means of an amendment.

10.5 The County will not pay any cost or charge that is not delineated in this Agreement.

11. DISPUTED PAYMENTS

If, due to either an issue with the charges on an invoice or the Contractor's failure to perform its obligations under this Agreement, the County disputes any charge(s) on an invoice, the County may withhold the disputed amount, provided that (a) there is a reasonable basis for the dispute, (b) all other amounts that are not in dispute have been paid in accordance with this Agreement, and (c) the County delivers a written statement to Contractor on or before the due date of the invoice, describing in detail the basis of the dispute and the amount being withheld by the County.

12. TIME OF THE ESSENCE

12.1 Time is of the essence in the delivery of Deliverables and/or services by Contractor under this Agreement and any contract release purchase order. In the event that the Contractor fails to deliver Deliverables and/or services on time, the Contractor shall be liable for

any costs incurred by the County because of Contractor's delay. For instance, County may purchase or obtain the Deliverables and/or services elsewhere and the Contractor shall be liable for the difference between the price in the Agreement and the cost to the County; or County may terminate on grounds of material and Contractor shall be liable for County's damages.

12.2 The Contractor shall promptly reimburse the County for the full amount of its liability, or, at County's option, the County may offset such liability from any payment due to the Contractor under any contract with the County.

12.3 The rights and remedies of County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law. The acceptance by County of late or partial performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the rights or requirements for the complete and timely performance of any obligation remaining to be performed by the Contractor, or of any other claim, right or remedy of the County.

13. DOCUMENTATION

13.1 The Contractor agrees to provide to the County, at no charge, a reasonable number of all nonproprietary manuals and other printed materials, as described within the SOW, and updated versions thereof, which are necessary or useful to the County in its use of the Equipment or Software provided hereunder. The Contractor agrees to provide additional Documentation at prices not in excess of charges made by the Contractor to its other customers for similar Documentation, or if appropriate, to permit County to make copies of same for County's internal use.

13.2 If the Contractor is unable to perform maintenance or the County desires to perform its own maintenance on Equipment purchased under this Agreement then upon written notice by the County the Contractor will provide at Contractor's then current rates and fees adequate and reasonable assistance including relevant Documentation to allow the County to maintain the Equipment based on Contractor's methodology. The Contractor agrees that the County may reproduce such Documentation for its own use in maintaining the Equipment. If the Contractor is unable to perform maintenance, the Contractor agrees to license any other contractor that the County may have hired to maintain the Equipment to use the above noted Documentation. The County agrees to include the Contractor's copyright notice on any such Documentation reproduced, in accordance with copyright instructions to be provided (in writing) by the Contractor.

14. SERVICE LEVEL AGREEMENT

14.1 Contractor warrants that the service provided pursuant to this Agreement shall adhere to the service levels and benchmarks specified in the SOW. Unavailability does not mean an inability to connect to the service due to a failure between the County's computer and the Internet. System availability and response time shall be accurately, truthfully and precisely monitored by Contractor on a 24x7x365 basis. Contractor shall provide a system availability and response time report at any time upon request by County.

14.2 This Agreement may be terminated for cause and without penalty if the Contractor fails to meet, for three (3) months in any twelve (12) month period, the service levels and benchmarks specified in the SOW, or experiences any period of total unavailability that has not been cured within three (3) hours to the reasonable satisfaction of the County.

15. HAZARDOUS SUBSTANCES

If any product being offered, delivered or supplied to the County is listed in the Hazardous Substances List of the Regulations of the Director of Industrial Relations with the California Occupational Safety and Health Standards Board, or if the product presents a

physical or health hazard as defined in the California Code of Regulations, General Industry Safety Order, Section 5194 ("T8CCR"), Hazard Communication, the Contractor must include a Material Safety Data Sheet ("MSDS") with delivery, or shipment. Each MSDS must reference the contract/purchase order number, and identify the "Ship To Address." All shipments and containers must comply with the labeling requirements of Title 49, Code of Federal Regulations by identifying the hazardous substance, name and address of manufacturer, and appropriate hazard warning regarding potential physical safety and health hazard.

16. SHIPPING AND RISK OF LOSS

16.1 Deliverables shall be packaged, marked and otherwise prepared by Contractor in suitable containers in accordance with sound commercial practices. Contractor shall include an itemized packing list with each shipment and with each individual box or package shipped to the County. The packing list shall contain, without limitation, the applicable contract release purchase order number.

16.2 Unless otherwise specified in writing, all shipments by Contractor to County will be F.O.B. point of destination. Freight or handling charges are not billable unless such charges are referenced on the order. Transportation receipts, if required by contract release purchase order, must accompany invoice. Regardless of F.O.B. point, Contractor shall bear all risks of loss, injury, or destruction to Deliverables and materials ordered herein which occur prior to acceptance by County; and such loss, injury or destruction shall not release Contractor from any obligation hereunder.

16.3 Any shipments returned to the Contractor shall be delivered as F.O.B. shipping point.

17. INSPECTION, TEST, ACCEPTANCE, REJECTION AND RELATED RIGHTS

Unless otherwise specified in the SOW:

17.1 All Deliverables and/or services are subject to inspection, testing, approval and acceptance by the County. Inspection shall be made within a reasonable time (but in no event longer than sixty (60) calendar days) after delivery. If the Deliverables, services, or the tender of delivery fail in any respect to conform to the Agreement, the County may reject the entire tender, accept the entire tender, or, if the Deliverables are commercially divisible, may, at its option, accept any commercial unit or units and reject the rest.

17.2 Inspection

17.2.1 Contractor and its subcontractors will provide and maintain a quality assurance system acceptable to the County covering Deliverables and/or services under this Contract and will tender to the County only those Deliverables that have been inspected and found to conform to this Agreement's requirements.

17.2.2 Contractor will keep records evidencing inspections and their result, and will make these records available to the County during performance and for three (3) years after final payment. Contractor shall permit the County to review procedures, practices, processes, and related documents to determine the acceptability of Contractor's quality assurance System or other similar business practices related to performance of the Agreement.

17.2.3 Contractor and its subcontractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to the County. Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.

17.2.4 All Deliverables and/or services may be subject to final inspection, test and acceptance by the County at destination, notwithstanding any payment or inspection at source.

17.3 Test

17.3.1 County will use the criteria established in this Agreement, the SOW, or any subsequent sub-SOW to determine the acceptance of each task and to test the Deliverables and/or services.

17.3.2 If the County, in its sole discretion, determines that the Deliverables and/or services have failed to meet a specific task, specification or requirements of the SOW, any sub-SOW, or this Agreement, or that features or functions said to be present in the Contractor's Documentation are absent or do not function properly, County may execute any or all of the following:

- (i) Have the Contractor modify the Deliverables and/or services to conform to the Documentation;
- (ii) Extend the acceptance testing period for a reasonable time period to allow time for Contractor to remedy the problems; or
- (iii) Cancel this Agreement and its obligations to Contractor. Any pre-payments made to the Contractor shall be prorated to the termination date and the remainder refunded to the County.

17.4 Acceptance

17.4.1 Acceptance is set forth in the SOW.

17.5 Rejection

17.5.1 County shall give written notice of rejection of Deliverables delivered and/or services performed during the period set forth in Section 17.1 of this Agreement. Such notice of rejection will state the respects in which the Deliverables and/or services do not substantially conform to their specifications. Acceptance by County will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall not be construed to waive any warranty rights that the County might have at law or by express reservation in this Agreement with respect to any nonconformity.

17.5.2 Contractor shall be responsible to reclaim and remove any rejected Deliverables and/or items at its own expense. Should Contractor fail to reclaim or remove any rejected Deliverables and/or items within a reasonable time, County shall, at its option dispose of such Deliverables and/or items and require reimbursement from Contractor for any costs or expenses incurred.

17.6 Corrective Action:

17.6.1 Contractor shall comply with all applicable federal state, and local laws and regulations relating to its performance under this Agreement in all material respects.

17.6.2 If County discovers any practice, procedure, or policy of Contractor which materially deviates from the terms or requirements of this Agreement, which violates federal, state or local laws or regulations, the County, in addition to its termination rights, may notify Contractor that corrective action is required.

17.6.3 Contractor shall correct any and all discrepancies, violations, or deficiencies within thirty (30) calendar days, unless the corrective action requires additional time, in which case Contractor shall have a period of time to make corrections.

17.6.4 In the event that the Contractor's Deliverables and/or services are not accepted by County, the Contractor shall be liable for any costs incurred by the County because of such failure by Contractor. For instance, County may purchase or obtain the Deliverables and/or services elsewhere and the Contractor shall be liable for the difference between the price in the Agreement and the cost to the County, and any other costs incurred; or County may terminate for cause on grounds of material breach and Contractor shall be liable for County's damages.

17.6.5 Contractor shall promptly reimburse the County for the full amount of its liability, or, at County's option, the County may offset such liability from any payment due to the Contractor under any contract with the County.

17.6.6 The rights and remedies of County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law. The acceptance by County of late or partial performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the rights or requirements for the complete and timely performance of any obligation remaining to be performed by the Contractor, or of any other claim, right or remedy of the County.

18. ADJUSTMENT BY COUNTY

The County reserves the right to waive a variation in specification of Deliverables and/or services supplied by the Contractor. Contractor may request an equitable adjustment of payments to be made by County if County requires a change in the Deliverables and/or services to be delivered. Any claim by the Contractor for resulting adjustment of payment must be asserted within thirty (30) calendar days from the date of receipt by the Contractor of the notification of change required by County; provided however, that the Procurement Director, if he/she decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment made for Deliverables and/or services supplied by Contractor. Where the cost of property made obsolete or excess as a result of a change is included in the Contractor's claim for adjustment, the Procurement Director shall have the right to prescribe the manner of disposition of such property. Nothing in this clause shall excuse performance by Contractor.

19. INVOICING

19.1 Contractor shall invoice according to the pricing exhibit of this Agreement. Invoices shall be sent to the County customer or department referenced in the individual contract release purchase order. Invoices for Deliverables and/or services not specifically listed in the Agreement will not be approved for payment.

19.2 Invoices shall include: Contractor's complete name and remit-to address; invoice date, invoice number, and payment term; County contract number; pricing per the Agreement; applicable taxes; and total cost.

19.3 Contractor and County shall make reasonable efforts to resolve all invoicing disputes within seven (7) calendar days.

20. AVAILABILITY OF FUNDING

The County's obligation for payment of any contract beyond the current fiscal year end is contingent upon the availability of funding and upon appropriation for payment to the Contractor. No legal liability on the part of the County shall arise for payment beyond June 30 of the calendar year unless funds are made available for such performance.

21. PAYMENT

21.1 Payment shall be due net 30 days from the date of final acceptance by County of the Deliverables and/or services ordered, or net 30 days from the date of approval by County of correct and proper invoices, whichever date is later. Payment is deemed to have been made on the date when the County mails the warrant or initiates the electronic fund transfer.

21.2 Notwithstanding anything to the contrary, County shall not make payments prior to receipt of Deliverables and/or services (i.e. the County will not make "advance payments"). Unless specified in writing in a contract release purchase order, the County will not accept partial delivery with respect to any purchase order. Any acceptance of partial delivery shall not waive any of County's rights.

21.3 Sales tax shall be noted separately on every invoice. Items that are not subject to sales tax shall be clearly identified.

21.4 Contractor shall be responsible for payment of all state and federal taxes assessed on the compensation received under this Agreement and such payment shall be identified under the Contractor's federal and state identification number(s). Contractor shall also be responsible for all state and local property taxes assessed on property that is the subject of this Agreement.

21.5 The County does not pay Federal Excise Taxes (F.E.T). The County will furnish an exemption certificate in lieu of paying F.E.T. Federal registration for such transactions is: County #94-730482K. Contractor shall not charge County for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose, unless expressly authorized by the County.

21.6 Contractor shall be solely responsible for all of Contractor's travel fees and costs. County shall be solely responsible for all of County's travel fees and costs.

22. LATE PAYMENT CHARGES OR FEES

The Contractor acknowledges and agrees that the County will not pay late payment charges or fees.

23. DISALLOWANCE

In the event the Contractor receives payment for Deliverables and/or services, which payment is later disallowed by the County or state or federal law or regulation, the Contractor shall promptly refund the disallowed amount to the County upon notification. At County's option, the County may offset the amount disallowed from any payment due to the Contractor under any contract with the County.

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.

25. DISPUTES

25.1 The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by the Director of Procurement who shall furnish the decision to the Contractor in writing. The decision of the Director of Procurement shall be final and conclusive unless determined by the court of competent jurisdiction to have been fraudulent or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith. The Contractor shall proceed diligently with the performance of the Agreement pending the Director of Procurement's decision.

25.2 "Disputes" clause does not preclude consideration of legal questions in connection with decisions provided for in paragraph (a) above. Nothing in this Agreement shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

25.3 In the event of a dispute, Contractor shall continue to perform its obligations pursuant to this Agreement for a period not to exceed ninety (90) days from the time that Contractor provides written notice to County of the disputed issue(s).

26. ACCOUNTABILITY

Contractors will be the primary point of contact and assume the responsibility of all matters relating to the purchase, including those involving the manufacturer and deliverer or any subcontractor, as well as payment issues. If issues arise, the Contractor must take immediate action to correct or resolve the issues.

27. NO ASSIGNMENT, DELEGATION OR SUBCONTRACTING WITHOUT PRIOR WRITTEN CONSENT

27.1 Contractor may not assign any of its rights, delegate any of its duties or subcontract any portion of its work or business under this Agreement or any contract release purchase order without the prior written consent of County. No assignment, delegation or subcontracting will release Contractor from any of its obligations or alter any of its obligations to be performed under the Agreement. Any attempted assignment, delegation or subcontracting in violation of this provision is voidable at the option of the County and constitutes material breach by Contractor. Contractor is responsible for payment to sub-contractors and must monitor, evaluate, and account for the sub-contractor(s) services and operations.

27.2 As used in this provision, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance, or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

28. MERGER AND ACQUISITION

28.1 Neither party may assign this Agreement or transfer any rights to a third party without the prior written consent of the other party, and any such attempt shall be void; provided, however, subject to compliance with the provisions of this Section 28, County shall not unreasonably withhold or delay its consent for Contractor to transfer and/or assign this Agreement to any current wholly owned subsidiary, or pursuant to a corporate plan of merger, reorganization, acquisition or consolidation.

28.2 This Agreement will inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns. The terms of this Agreement will survive an acquisition, merger, divestiture or other transfer of rights or assignment involving Contractor. In the event of an acquisition, merger, divestiture or other transfer of rights, Contractor shall ensure that the acquiring entity or the new entity agrees to be bound by the terms of this Agreement and act in the place of Contractor with respect to all of its obligations as set forth herein. The acquiring entity shall honor all the terms and conditions in this Agreement and (if applicable) provide the functionality of the Deliverables and/or services in a future, separate or renamed product, if the acquiring entity or the new entity reduces or replaces the functionality, or otherwise provide a substantially similar functionality of the Deliverables and/or services at the same pricing levels. No additional license or maintenance fee will apply.

28.3 Contractor shall provide thirty (30) calendar days written notice to the County following the closing of an acquisition, merger, divestiture or other transfer of right involving Contractor.

28.4 Contractor shall provide reasonable assistance to County during the transition period.

29. COMPLIANCE WITH ALL LAWS & REGULATIONS

Contractor shall comply with all laws, codes, regulations, rules and orders (collectively, "Regulations") applicable to the Deliverables and/or services to be provided hereunder. Contractor's violation of this provision shall be deemed a material default by Contractor, giving County a right to terminate the Agreement. Examples of such Regulations include but are not limited to California Occupational Safety and Health Act of 1973, Labor Code §6300 et. seq. the Fair Packaging and Labeling Act, etc. and the standards and regulations issued there under. Contractor shall defend, indemnify and hold the County harmless against any claim, loss, damage, fine, penalty, or any expense whatsoever as a result of Contractor's failure to comply with the act and any standards or regulations issued there under.

30. FORCE MAJEURE

30.1 Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, interruption or failure of electricity or telecommunication service.

30.2 Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

30.3 The party asserting *Force Majeure* as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

30.4 The County shall reserve the right to terminate this Agreement and/or any applicable order or contract release purchase order upon non-performance by Contractor. The County shall reserve the right to extend the agreement and time for performance at its discretion.

31. CONFLICT OF INTEREST

31.1 Contractor represents and warrants that, to the best of its knowledge, it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services required under this Agreement.

31.2 Contractor shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts applicable to Contractor and such subcontractors; and (ii) federal, state and local conflict of interest laws and regulations applicable to Contractor, such subcontractors and the services, including, without limitation, to the extent applicable, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this Agreement and is grounds for termination of this Agreement by the County.

31.3 Contractor shall provide County with the names, description of individual duties to be performed and email addresses of all persons who will be engaged in performance of the agreement, including without limitation colleagues, employees, agents and subcontractors with the exception of those working solely ministerial, secretarial, manual, or clerical capacity. Contractor shall immediately notify the County of the names of individuals working in such a capacity who, during the course of the Agreement, end their service.

31.4 Contractor shall ensure that all individuals identified pursuant to this section understand that they are subject to the Political Reform Act ("PRA") and shall conform to all requirements of the PRA and other laws and regulations, including, as required, filing of Statements of Economic Interests (Form 700) within thirty (30) calendar days of commencing service pursuant to this Agreement, annually by April 1, and within thirty (30) calendar days of their termination of service pursuant to this Agreement. Form 700 is available on the website of the Fair Political Practices Commission.

32. INDEPENDENT CONTRACTOR

Contractor shall supply all Deliverables and/or perform all services pursuant to this Agreement as an independent contractor and not as an officer, agent, servant, or employee of County. Contractor shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. Nothing herein shall be considered as creating a partnership or joint venture between the County and Contractor. No person performing any services and/or supplying all Deliverables shall be considered an officer, agent, servant, or employee of County, nor shall any such person be entitled to any benefits available or granted to employees of the County.

33. INSURANCE

Contractor shall maintain insurance coverage, throughout the term of this Agreement, pursuant to Exhibit D.

34. DAMAGE AND REPAIR BY CONTRACTOR

Any and all damages caused by Contractor's negligence or operations shall be repaired, replaced or reimbursed by Contractor at no charge to the County. Repairs and replacements shall be completed with seventy two (72) hours of the incident unless the County requests or agrees to an extension or another time frame. The cleanup of all damage related to accidental or intentional release of any/all non-hazardous or hazardous material (e.g. hydraulic fluid, fuel, grease, etc.) from Contractor's vehicles or during performance shall be responsibility of the Contractor. All materials must be cleaned up in a manner and time acceptable to County (completely and immediately to prevent potential as well as actual environmental damage). Contractor must immediately report each incident to the County's Director of Procurement. Damage observed by Contractor, whether or not resulting from Contractor's operations or negligence shall be promptly reported by Contractor to County. County may, at its option, approve and/or dictate the actions that are in County's best interests.

35. LIENS, CLAIMS, AND ENCUMBRANCES AND TITLE

The Contractor represents and warrants that all the Deliverables and/or materials ordered and delivered are free and clear of all liens, claims or encumbrances of any kind. Contractor represents and warrants that it has free and clear title (including any and all intellectual property rights) to the Deliverables and/or materials purchased by County. Title to the Deliverables and/or materials purchased shall pass directly from Contractor to County at the F.O.B. point, subject to the right of County to reject upon inspection.

36. CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY

36.1. Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of the County, employees of the County, persons designated by the County for training, or any other person(s) other than agents or employees of the Contractor, designated by the County for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Deliverables either at the Contractor's site or at the County's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor.

36.2 Contractor shall not be liable for damages arising out of or caused by an alteration not made or installed by the Contractor.

37. INDEMNITY

Contractor shall defend, indemnify, and hold harmless the County, its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to defend, indemnify, and hold harmless the County under this Agreement.

38. INTELLECTUAL PROPERTY INDEMNITY

Contractor represents and warrants for the benefit of the County and its users that, to its knowledge, as of the effective date of this Agreement, Contractor is the exclusive owner of all rights, title and interest in the Deliverables and/or services provided pursuant to this Agreement.

Contractor shall defend, indemnify and hold the County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and reasonable attorney fees) by a third party alleging the Deliverables and/or services provided pursuant to this Agreement infringe upon any intellectual property rights of third parties.

39. LIMITATION OF LIABILITY

39.1 Contractor's liability for damages to the County for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, shall be limited to greater of (i) the insurance limits set forth in Exhibit D to this Agreement, or (ii) three (3) times the Purchase Price. For purposes of this Section, "Purchase Price" will mean the aggregate Agreement price as set forth in Section 10 of this Agreement, and any subsequent amendments to this Agreement.

39.2 The foregoing limitation of liability shall not apply to (i) any indemnity or warranty obligation set forth in this Agreement, (ii) Contractor's willful misconduct, gross negligence, or fraud, or (iii) costs or attorney's fees that the County becomes entitled to recover.

39.3 The County's liability for damages for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, shall be limited to the Purchase Price. Nothing herein shall be construed to waive or limit the County's sovereign immunity or any other immunity from suit provided by law.

40. WARRANTY

40.1 Any Deliverables and/or services furnished under this Agreement shall be covered by the most favorable commercial warranties that Contractor gives to any of its customers for the same or substantially similar Deliverables and/or services. Any warranties so provided shall supplement, and shall not limit or reduce, any rights afforded to County by any clause in this Agreement, any applicable Uniform Commercial Code warranties, including, without limitation, Implied Warranty of Merchantability and Implied Warranty of Fitness for a Particular Purpose as well as any other express warranty.

40.2 Unless otherwise specified, the warranties in this Section begin upon County's final acceptance of the Deliverables and/or services in question and end one (1) year thereafter. Contractor warrants that:

40.2.1 Deliverables and/or services furnished hereunder shall strictly conform to the requirements of this Agreement (including without limitation all descriptions, specifications, and drawings identified in the SOW) and Contractor's Documentation;

40.2.2 Deliverables shall:

- (i) be free from material defects in materials and workmanship;
- (ii) be free of illicit or harmful code (i.e. computer viruses, worms, trap doors, time bombs, disabling code, or any similar malicious mechanism designed to interfere with the intended operation of, or cause damage to, computers, data, or Software);
- (iii) not contain hidden files or viruses;
- (iv) not replicate, transmit or activate themselves;
- (v) not alter, damage or erase data or computer programs;
- (vi) not contain open source code; and
- (vii) not infringe or violate any U.S. Intellectual Property Right.

40.2.3 If the Agreement calls for delivery of Commercial Software, Contractor warrants that such Software will perform in accordance with its license and accompanying Documentation.

40.2.4 All Deliverables supplied shall be new, suitable for the use intended, of the grade and quality specified, free from all defects in design, material and workmanship, in conformance with all samples, drawings, descriptions and specifications furnished by the County, in compliance with all applicable federal, state and local laws and regulations and free of liens, claims and encumbrances.

40.2.5 All Deliverables containing embedded or third party software shall contain a nonexclusive, perpetual, worldwide, and royalty free license to use, reproduce, distribute, demonstrate and prepare derivative works. Should a conflict exist between the terms of any such embedded or third party software license and this Agreement, this Agreement shall take precedence and supersede such other license terms and conditions. Contractor also represents and warrants that it has all rights to license to County. Contractor shall pass through all applicable third party warranties to County.

40.2.6 All Deliverables are compatible with County's operating environment.

40.2.7 Contractor shall perform all services in a workmanlike manner and in accordance with Contractor's industry's standards, but in no event less than a reasonable manner.

40.2.8 Security features shall be embedded, enabled and active upon delivery to County, including baseline security configurations for all Deliverables and a defined process to discover and report to County areas within the Deliverables that are vulnerable to security breaches.

40.3 Contractor shall immediately repair and/or replace any Deliverable not conforming to any warranty, or provide services to conform to County's requirements. If after notice, Contractor fails to repair or replace Deliverables, or to provide services to conform to County's requirements, Contractor shall promptly refund to County the full purchase price paid by the County and the County's Cost to Cover. This remedy is non-exclusive of other remedies and rights that may be exercised by the County. Claims for damages may include direct damages, such as cost to repair, as well as incidental and consequential damages. "Cost to Cover" means the cost, properly mitigated, of procuring Deliverables and/or services of equivalent capability, function, and performance. Contractor shall also extend the warranty period for the equivalent period of time that the Deliverables are not in conformance with the County's requirements.

40.4 At County's option, Contractor shall use best efforts to repair and/or replace any Deliverable containing open source code or illicit or harmful code. Contractor shall also extend the warranty period for the equivalent period of time that the Deliverables are not in conformance with the County's requirements. Contractor shall also extend the warranty period for the equivalent period of time that the Deliverables are not in conformance with the County's requirements.

40.5 If Contractor is unable to repair and/or replace to the County's satisfaction and within a reasonable period of time, County may immediately terminate this Agreement for cause pursuant to section 5 of this Agreement and Contractor shall refund to County a proportionate refund of any pre-paid fees.

40.6 During the provision of Deliverables and/or services, Contractor may not disclaim any warranty, express or implied, and any such disclaimer shall be void. Additionally, the warranties above shall not be deemed to exclude Contractor's standard warranties or other rights and warranties that the County may have or obtain.

40.7 Unless otherwise specified, the Contractor does not warrant that any Software provided hereunder is error-free or that it will run without immaterial interruption.

40.8 Contractor does not warrant and will have no responsibility for a claim to the extent that it arises directly from (A) a modification made by the County, unless such modification is approved or directed by Contractor, (B) use of Software in combination with or on products other than as specified by Contractor, or (C) misuse by the County.

40.9 Where Contractor resells Hardware or Software it purchased from a third party, and such third party offers additional or more advantageous warranties than those set forth herein, Contractor will pass through any such warranties to the County and will reasonably cooperate in enforcing them. Such warranty pass-through will be supplemental to, and not relieve Contractor from, Contractor's warranty obligations set forth above.

40.10 All warranties, including special warranties specified elsewhere herein, shall inure to the County, its successors, assigns, customer agencies, and governmental users of the Deliverables and/or services.

40.11 Should any Deliverable contain embedded or third party software without a license as specified in section 40.2.5, Contractor shall immediately obtain a license for County's benefit at no cost to the County. Said license shall conform to the requirements set forth in section 40.2.5.

41. COOPERATION WITH REVIEW

41.1 Contractor shall cooperate with County's periodic review of Contractor's performance. Contractor shall make itself available onsite to review the progress of the project and Agreement, as requested by the County, upon reasonable advanced notice.

41.2 Contractor agrees to extend to the County or his/her designees and/or designated auditor of the County, the right to monitor or otherwise evaluate all work performed and all records, including service records and procedures to assure that the project is achieving its purpose, that all applicable federal, state, and local laws and regulations are met, and that adequate internal fiscal controls are maintained.

42. AUDIT RIGHTS

42.1 Pursuant to California Government Code Section 8546.7, the parties acknowledge and agree that every contract involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000 USD) shall be subject to audit by the State Auditor.

42.2 All payments made under this Agreement shall be subject to an audit at County's option, and shall be adjusted in accordance with said audit. Adjustments that are found necessary as a result of auditing may be made from current billings.

42.3 Contractor shall be responsible for receiving, replying to, and complying with any audit exceptions set forth in any County audits. Contractor shall pay to County the full amount of any audit determined to be due as a result of County audit exceptions. This provision is in addition to other inspection and access rights specified in this Agreement.

43. ACCESS AND RETENTION OF RECORDS AND PROVISION OF REPORTS

43.1 Contractor shall maintain financial records adequate to show that County funds paid were used for purposes consistent with the terms of the Agreement between Contractor and County. Records shall be maintained during the terms of the Agreement and for a period of four (4) years from its termination, or until all claims have been resolved, whichever period is longer, unless a longer period is required under any contract.

43.2 All books, records, reports, and accounts maintained pursuant to the Agreement, or related to the Contractor's activities under the Agreement, shall be open to inspection, examination, and audit by County, federal and state regulatory agencies, and to parties whose Agreements with the County require such access. County shall have the right to obtain copies of any and all of the books and records maintained pursuant to the Agreement, upon the payment of reasonable charges for the copying of such records.

43.3 Contractor shall provide annual reports that include, at minimum, (i) the total contract release purchase order value for the County as a whole and individual County departments, (ii) the number of orders placed, the breakdown (by customer ID/department and County) of the quantity and dollar amount of each product and/or service ordered per year. Annual reports must be made available no later than thirty (30) calendar days of the Agreement anniversary date unless otherwise requested.

43.4 Contractor shall also provide quarterly reports to the County that show a breakdown by contract release purchase order (i) the order date (ii) ship date (iii) estimated arrival date (iv) actual arrival date (v) list of products, services and maintenance items (vi) the number and details of problem/service calls and department name that each such call pertains to (including unresolved problems). Quarterly reports must be made available to the County in electronic format, two (2) business days after the end of each quarter unless otherwise requested.

44. ACCESS TO BOOKS AND RECORDS PURSUANT TO THE SOCIAL SECURITY ACT

If and to the extent that, Section 1861 (v) (1) (1) of the Social Security Act (42 U.S.C. Section 1395x (v) (1) (1) is applicable, Contractor shall maintain such records and provide such information to County, to any payer which contracts with County and to applicable state and federal regulatory agencies, and shall permit such entities and agencies, at all reasonable times upon request, to access books, records and other papers relating to the Agreement hereunder, as may be required by applicable federal, state and local laws, regulations and ordinances. Contractor agrees to retain such books, records and information for a period of at least four (4) years from and after the termination of this Agreement. Furthermore, if Contractor carries out any of its duties hereunder, with a value or cost of Ten Thousand Dollars (\$10,000 USD) or more over a twelve (12) month period, through a subcontract with a related organization, such subcontract shall contain these same requirements. This provision shall survive the termination of this Agreement regardless of the cause giving rise to the termination.

45. NON-DISCRIMINATION

Contractor shall comply with all applicable federal, state, and local laws and regulations, including Santa Clara County's policies, concerning nondiscrimination and equal opportunity in contracting. Such laws include, but are not limited to, the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (§§ 503 and 504); California Fair Employment and Housing Act (Government Code §§ 12900 et seq.); and California Labor Code §§ 1101 and 1102. Contractor shall not discriminate against any employee, subcontractor or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in provision of services provided under this Agreement because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status. Contractor's violation of this provision shall be deemed a material default by Contractor giving County a right to terminate the Agreement for cause.

46. DEBARMENT

Contractor represents and warrants that it, its employees, contractors, subcontractors or agents (collectively "Contractor") are not suspended, debarred, excluded, or ineligible for participation in Medicare, Medi-Cal or any other federal or state funded health care program, or from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. Contractor must within thirty (30) calendar days advise the County if, during the term of this Agreement, Contractor becomes suspended, debarred, excluded or ineligible for participation in Medicare, Medi-Cal or any other federal or state funded health care program, as defined by 42 U.S.C. 1320a-7b(f), or from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. Contractor shall defend, indemnify, and hold the County harmless for any loss or damage resulting from the conviction, debarment, exclusion or ineligibility of the Contractor.

47. RIGHTS IN WORK PRODUCT

47.1 All inventions, discoveries, intellectual property, technical communications and records originated or prepared by the Contractor pursuant to this Agreement including papers, reports, charts, computer programs, and other Documentation or improvements thereto, and including Contractor's administrative communications and records relating to this Agreement (collectively, the "Work Product"), shall be County's exclusive property. The provisions of this section may be revised in a SOW.

47.2 Software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of this Agreement or applicable purchase orders ("Pre-Existing Materials") do not constitute Work Product. If Contractor creates derivative works of Pre-Existing Materials, the elements of such derivative works created pursuant to this Contract constitute Work Product, but other elements do not. Nothing in this section will be construed to interfere with Contractor's or its affiliates' ownership of Pre-Existing Materials.

48. PROTECTION OF PROPRIETARY SOFTWARE AND OTHER PROPRIETARY DATA

48.1 The County agrees that all material appropriately marked or identified in writing as proprietary and furnished hereunder are provided for County's exclusive use for the purposes of this Agreement only. All such proprietary data shall remain the property of the Contractor. County agrees to take reasonable steps to insure that such proprietary data is not disclosed to others, without prior written consent of the Contractor, subject to the California Public Records Act ("CPRA").

48.2 The County will insure, prior to disposing of any media, that any licensed materials contained thereon have been erased or otherwise destroyed.

48.3 The County agrees that it will take appropriate action by instruction, agreement or otherwise with its employees or other persons permitted access to licensed software and other proprietary data to satisfy its obligations under this Agreement with respect to use, copying, modification, protection and security of proprietary software and other proprietary data.

49. COUNTY DATA

49.1 "County Data" shall mean data and information received by Contractor from County. As between Contractor and County, all County Data shall remain the property of the County. Contractor shall not acquire any ownership interest in the County Data.

49.2 Contractor shall not, without County's written permission consent, use or disclose the County Data other than in the performance of its obligations under this Agreement.

49.3 Contractor shall be responsible for establishing and maintaining an information security program that is designed to ensure the security and confidentiality of County Data, protect against any anticipated threats or hazards to the security or integrity of County Data, protect against unauthorized access to or use of County Data that could result in substantial harm or inconvenience to County or any end users; and ensure the proper disposal of County data upon termination of this Agreement.

49.4 Contractor shall take appropriate action to address any incident of unauthorized access to County Data, including addressing and/or remedying the issue that resulted in such unauthorized access, notifying County as soon as possible of any incident of unauthorized access to County Data, or any other breach in Contractor's security that materially affects County or end users; and be responsible for ensuring compliance by its officers, employees, agents, and subcontractors with the confidentiality provisions hereof.

49.5 Should confidential and/or legally protected County Data be divulged to unauthorized third parties, Contractor shall comply with all applicable federal and state laws and regulations, including but not limited to California Civil Code Sections 1798.29 and 1798.82 at Contractor's sole expense (if applicable). Contractor shall not charge the County for any expenses associated with Contractor's compliance with the obligations set forth in this section.

50. SOFTWARE SOURCE CODE ESCROW

50.1 Software in Escrow: Contractor shall place in escrow with an independent escrow agent approved by the County, at Contractor's expense, all software that is relevant to functionality, setup, configuration, and operation of the System, including, but not limited to, a complete copy of the source and executable code, build scripts, object libraries, application program Interfaces, and complete Documentation of all aspects of the System including, but not limited to, compiling instructions, design Documentation, technical Documentation, user Documentation, hardware and software specifications, drawings, records, and related data (the "Deposit Material"). Contractor shall promptly deposit all new updates, versions or releases as they become available to customers. The Documentation shall include a sworn affidavit that the Deposit Material provided includes all relevant components mentioned in this section above and programs and materials necessary to compile and operate the System and use the source code for the purpose of maintaining the System as contemplated in Section 50.2 below. Contractor shall add County as a beneficiary to its source code escrow agreement.

50.2 Access to Source Code: Pursuant to Exhibit E, if Contractor ceases to do business (whether by bankruptcy, insolvency, or an assignment without consent of the County) or refuses to provide Maintenance (provided County is current on Maintenance fees), or if this Agreement is terminated for cause by County due to Contractor's material breach of this Agreement, Contractor shall make available to County the most recent Deposit Material. County shall have the right to copy, modify, and use said Deposit Material. Upon release of the Deposit Material, County agrees that (a) Contractor retains ownership of the Deposit Material, (b) the Deposit Material is licensed to County subject to the restrictions of this Agreement, (c) County may not remove or destroy any proprietary markings or legend placed upon or contained with the Deposit Material, (d) County may not market, sell, publish, disclose or otherwise make available the Deposit Material to any third party not permitted by this Agreement to use the Licensed Software, (e) County shall hold the Deposit Material of Contractor in strict confidence and not make any disclosure except as necessary for its use thereof, and (f) except when actually being utilized for the sole purpose of continuing the benefits afforded to County by the Agreement, County shall keep the Deposit Material in a restricted, limited access area with access thereto limited to designated personnel of County who have a need to use the Deposit Material for the purposes permitted hereunder for the duration of time as necessary to complete such permitted purpose. County shall return all

Deposit Material if the event giving rise to the release of the Deposit Material is cured by Contractor.

50.3 Exhibit E lists the annual fee to be paid by Contractor for third party escrow fees.

50.4 The source code may be made available by electronic transmission, at County's option.

51. CALIFORNIA PUBLIC RECORDS ACT INDEMNITY

The County is a public agency subject to the disclosure requirements of the CPRA. If the County receives a CPRA request for documents (as defined by the CPRA) and said request relates to the Deliverables and/or services provided pursuant to this Agreement, the County will notify Contractor of the request and confer with Contractor regarding an appropriate response to said request. If Contractor contends that any documents are Contractor's confidential or proprietary material, not subject to the CPRA, and/or exempt from the CPRA, and Contractor wishes to prevent disclosure of said documents, Contractor shall instruct County to withhold said documents. If Contractor fails to respond to County in writing prior to the County's deadline for responding to the CPRA request, the County may disclose the requested information under the CPRA without liability to the County. Contractor shall defend, indemnify and hold the County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and reasonable attorney fees) that may result from denial of a CPRA request.

52. SEVERABILITY

Should any part of the Agreement between County and the Contractor or any individual contract release purchase order be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the Agreement or any individual contract release purchase order which shall continue in full force and effect, provided that such remainder can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

53. NON-WAIVER

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement will be effective unless it is in writing and signed by County. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless the writing signed by the County so specifies.

54. USE OF COUNTY'S NAME FOR COMMERCIAL PURPOSES

Contractor may not use the name of the County or reference any endorsement from the County in any fashion for any purpose, without the prior express written consent of the County as provided by the Director of Procurement, or authorized designee.

55. HEADINGS AND TITLES

The titles and headings in this Agreement are included principally for convenience and do not by themselves affect the construction or interpretation of any provision in this Agreement, nor affect any of the rights or obligations of the parties to this Agreement.

56. HANDWRITTEN OR TYPED WORDS

Handwritten or typed words have no greater weight than printed words in the interpretation or construction of this Agreement.

57. AMBIGUITIES

Any rule of construction to the effect that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement. Should any ambiguities or conflicts between contract terms and conditions contained in this Agreement and its exhibits exist, the terms and conditions in this Agreement shall control over its exhibits.

58. ENTIRE AGREEMENT

This Agreement and its exhibits (if any) constitute the final, complete and exclusive statement of the terms of the agreement between the parties. It incorporates and supersedes all the agreements, covenants and understandings between the parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

59. EXECUTION & COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. The parties agree that this Agreement, its amendments, and ancillary agreements to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature must be treated in all respects as having the same effect as an original signature. The original signature copy must be sent to the County by United States Postal Service mail, sent by courier or delivered by hand.

60. NOTICES

All deliveries, notices, requests, demands or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail, return receipt requested; when sent by overnight carrier; or upon email confirmation to sender of receipt of a facsimile communication which is followed by a mailed hard copy from sender. Notices shall be addressed to:

COUNTY:

Name: _____
Contract Administrator
c/o Procurement Department
2310 North First Street, Suite 201
San Jose, CA 95131-1040

CONTRACTOR:

Name: _____
Title: _____
Company: _____
Address 1: _____
Address 2: _____
City: _____

State: _____

Zip: _____

Each party may designate a different person and address by sending written notice to the other party, to be effective no sooner than ten (10) calendar days after the date of the notice.

61. ACCOUNT MANAGER

Contractor must assign an Account Manager to the County to facilitate the contractual relationship, be fully responsible and accountable for fulfilling the County's requirements. Contractor represents and warrants that such person will ensure that the County receives adequate pre- and post-sales support, problem resolution assistance and required information on a timely basis.

62. SURVIVAL

All representations, warranties, indemnities, and covenants contained in this Agreement, or in any instrument, certificate, exhibit, or other writing intended by the parties to be a part of their Agreement, will survive the termination of this Agreement.

63. GOVERNING LAW, JURISDICTION AND VENUE

This Agreement shall be construed and interpreted according to the laws of the State of California, excluding its conflict of law principles. Proper venue for legal actions shall be exclusively vested in state court in the County of Santa Clara. The parties agree that subject matter and personal jurisdiction are proper in state court in the County of Santa Clara, and waive all venue objections.

64. BUSINESS ASSOCIATE AGREEMENT

~~Contractor shall comply with Exhibit __, which sets forth certain requirements pursuant to the Health Insurance Portability and Accountability Act (HIPAA) of 1996.~~

Not Applicable

65. NO SMOKING

Contractor and its employees, agents and subcontractors, shall comply with the County's No-Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all County-owned and operated health facilities, (2) within 30 feet surrounding County-owned buildings and leased buildings where the County is the sole occupant, and (3) in all County vehicles.

66. BEVERAGE NUTRITIONAL

If Contractor provides beverages through County departments, or at County programs, sponsored meetings, sponsored events, or at County owned/operated facilities, Contractor shall not use County funds to purchase beverages that do not meet the County's nutritional beverage criteria, if applicable. The six categories of nutritional beverages that meet these criteria are (1) water with no additives; (2) 100% fruit juices with no added sugars, artificial flavors or colors (limited to a maximum of 10 ounces per container); (3) dairy milk, non-fat, 1% and 2% only, no flavored milks; (4) plant derived (i.e., rice, almond, soy, etc.) milks (no flavored milks); (5) artificially-sweetened, calorie-reduced beverages that do not exceed 50 calories per 12-ounce container (teas, electrolyte replacements); and (6) other non-caloric beverages, such as coffee,

tea, and diet sodas. These criteria may be waived in the event of an emergency or in light of medical necessity.

67. ASSIGNMENT OF CLAYTON ACT, CARTWRIGHT ACT CLAIMS

Contractor hereby assigns to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the County pursuant to this Agreement.

68. ELECTRONIC COPY OF SIGNED AGREEMENT

All parties agree that an electronic copy of a signed contract shall have the same force and effect as an original signed contract provided that the Contractor agrees to deliver to the County the original signed contract within 7 business days of sending an electronic copy. The term "electronic copy" for purposes of this provision refers to a transmission by facsimile or electronic mail in a portable document format.

ATTACHMENT 2
INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICES CONTRACTS
(e.g. Medical, Legal, Financial services, etc.)
Indemnity

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under this Agreement.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverage's and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverage, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence -\$1,000,000
- b. General aggregate -\$2,000,000
- c. Personal Injury -\$1,000,000

2. General liability coverage shall include:

- a. Premises and Operations
- b. Personal Injury liability
- c. Severability of interest

3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to owned, non-owned and hired vehicles.

4a. Aircraft/Watercraft Liability Insurance (Required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement)

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned non-owned and hired aircraft/watercraft.

5. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

6. Professional Errors and Omissions Liability Insurance

- a. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence/aggregate.
- b. If coverage contains a deductible or self-retention, it shall not be greater than fifty thousand dollars (\$50,000) per occurrence/event.
- c. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.

7. Claims Made Coverage

If coverage is written on a claim made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes the Consultant's start of work (including subsequent policies purchased as renewals or replacements).

b. Policy allows for reporting of circumstances or incidents that might give rise to future claim.

E. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor.
However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractor's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

F. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.

ATTACHMENT 3
COUNTY TRAVEL POLICY



County of Santa Clara

TRAVEL POLICY 2010

**Quick Reference Guide for
Contractors**



Introduction

This is a quick reference guide to travel policies and procedures contained in the County's Travel Policy Desk Reference Manual. It is NOT meant to provide comprehensive information. County Service Agreements and Contracts shall be written to comply with County Travel Policy when terms include travel provisions for contractor whose travel expenses are paid by the County, unless grant specifically authorizes in writing that a different policy shall apply.

Guiding Principles

Payment of travel expenses are limited to training and business purposes that benefit the County. All expenses incurred while on County business should reflect reasonable and prudent use of public funds. Contractors should choose the most efficient, direct and economic travel options required by the occasion.

Travel Authorization

Travel expenses submitted by the contractor are reimbursable by the County only through a written contractual obligation signed by both parties. Contractor is obligated to follow the policies and procedures described therein. Contractor shall ensure that all travel on behalf of the County is necessary and allowable prior to making any reservation or embarking on the trip.

Department Contractor Monitor approving the travel expenses shall determine:

1. if the trip is necessary
2. if the business reason for the trip is justified
3. if the business purpose could be accomplished by telephone, email or other means
4. if the estimated cost justifies the trip

Reservations for Airfare and Car Rental

Depending on the language in the Contract, reservation required for official travel by contractor can be arranged through designated travel agency whenever practicable or by contractor when lowest available rate can be obtained and price is comparable to those obtained from travel agency.

Reimbursable Travel Costs

Reimbursable travel costs are limited to those that are actual and necessary. When arranging for travel, Contractor should consider any special rates, promotions, etc., which would reduce County cost. For example, some special rates are available to those who are traveling on government business.

Transportation Costs

In determining the mode of transportation, Contractor should consider relative costs, time efficiencies, and the number of people traveling together.

County will reimburse Contractor for standard coach airfare at the lowest available rate, and reasonable and actual add-on airline fee when submitted with receipt(s).

Contractors who use private auto for traveling on County business will be reimbursed at the current IRS published rate. When traveling to a destination with scheduled airline service, the mileage payment may not exceed the equivalent coach class airfare plus avoided mileage to/from airport and local airport parking cost. Rental car rate should be comparable to State rental car contract with low base rate. Reimbursement is limited to standard sedan or vehicle commensurate with the requirement of the trip with proper approval. The car must be turned in promptly. Additional daily charges will not be reimbursed. Current proof of auto insurance must be provided when requesting mileage or rental car reimbursement for County business.

Travel Insurance

The Contractor assumes all risks and expenses associated with obtaining insurance deemed necessary when using a private vehicle or rental vehicle for business-related travel. The cost of such insurance is not reimbursable. It is the Contractor's responsibility to protect against damage to his/her vehicle and legal liability in the form of insurance that complies with State of California law and Insurance Code.

Lodging Costs

Lodging expenses will be reimbursed at the actual expenses up to the federal per diem rate plus hotel tax. Itemized receipt must be provided.

Meal Costs

Meals on authorized County business will be reimbursed at the federal meal per diem rate.

Federal Per Diem Rate

For Travel within the Continental US, use rate listed on <http://www.gas.gov/>

- Includes 48 contiguous States and District of Columbia high cost locations
- Applies to short term travel (29 days or fewer)
- Use County Code (www.naco.org) search when the city is not listed and to identify if the city is in a high cost county
- If neither city nor county is listed, use CONUS standard lodging/meal rate

Incidental and Other Reimbursable Expenses

Reasonable and necessary costs for other travel expenses will be reimbursed when supported by itemized receipts (if more than \$10) or other appropriate documentation. Incidental expenses incurred will be reimbursed up to GSA limit (currently at \$5 per day)

Other Costs

Miscellaneous expenses must be itemized, and receipts must be provided for each single item of expense in excess of \$10.00.

Non-reimbursable Expenses include:

*Travel and related expenses performed outside the scope of contract agreement will be denied. This includes, but not limited to, travel performed:

1. prior to the execution of the agreement
2. after the expiration of the agreement
3. at a location not included in the agreement
4. during the term of the agreement, but without proper approval of contract monitor
5. travel costs in excess of those allowed within the County Travel Policy or those prescribed by the contract

* If official business travel is interrupted for personal convenience, any resulting additional expenses shall be borne by the Contractor.

*Airfare exceeding the lowest available price for standard coach class

*Parking and traffic violations

*Mileage for County vehicle

*Mileage for commute to work

*Emergency repairs for non-County vehicles

*Insurance not provided for under the Travel Policy

*Car rental Service Option and vehicle insurance

*Tips exceeding guidelines

*Airline club membership or credit card fees

*Refreshments, snacks, alcoholic beverages

*Personal travel expenses

*Medicinal remedies, health supplies, cosmetics

*Personal entertainment, e.g. in-room movies

*Childcare fees; kennel/boarding fees

*Short term airport parking exceeding long term rate

*Incidental expenses that are to be of personal nature, extravagant, or might be considered to be unreasonable or unnecessary

Final Accounting For the Trip

A final accounting for the trip must be provided to the department within 21 days after the end of the trip. Travel reimbursement submitted six months after the travel ending date will not be reimbursed.

Travel Receipts

If the contract agreement has a provision for travel reimbursement, Contractor's travel expenses submitted for reimbursement must be substantiated by valid receipts or other appropriate written evidence that show the following:

- Name of the establishment
- location of the establishment
- Date(s) the expense(s) incurred
- The type of expenses, and
- The amount of the expenses

The following documentation, when applicable, must be included with each travel expense report:

- Airline ticket - the invoice, e-ticket, or the original passenger copy of the airline ticket, regardless of amount
- Lodging - the itemized lodging receipt, regardless of amount
- Automobile rental - the original rental receipt, regardless of amount
- Other expenses: for all other expenses, the original receipt must be provided for any single item costing \$10 or more
- Other required documentation as specified in the Contract

**ATTACHMENT 4
VENDOR REMOTE ACCESS AGREEMENTS**

1. Scope of Access

a. "Remote Access" is the act of accessing County of Santa Clara ("County") systems from a non-County network infrastructure. "Systems" include personal computers, workstations, servers, mainframes, phone systems, and/or any device with network capabilities (e.g., a workstation with an attached modem, routers, switches, laptop computers, handheld devices).

b. County hereby grants Remote Access privileges for Contractor to access the following County systems, at the locations listed, collectively referred to as "IS," in accordance with the terms of the Agreement:

County Systems: _____

c. All other forms of access to the named Systems, or to any County System that is not specifically named, is prohibited.

d. Remote Access is granted for the purpose of Contractor providing services and performing its obligations as set forth in the Agreement including, but not limited to, supporting Contractor-installed programs. Any access to IS and/or County data or information that is not specifically authorized under the terms of this Agreement is prohibited and may result in contract termination and any penalty allowed by law.

e. County will review the scope of Contractor's Remote Access rights periodically. In no instance will Contractor's Remote Access rights be reduced, limited or modified in a way that prevents or delays Contractor from performing its obligations as set forth in the Agreement. Any modifications to Remote Access rights must be mutually agreed to in writing by County and Contractor.

2. Security Requirements

a. Contractor will not install any Remote Access capabilities on any County owned or managed system or network unless such installation and configuration is approved in writing by County's and Contractor's respective designees.

b. Contractor may only install and configure Remote Access capabilities on County systems or networks in accordance with industry standard protocols and procedures, which must be reviewed and approved by County's designee.

c. Contractor will only Remotely Access County systems, including access initiated from a County system, if the following conditions are met:

1. Contractor will submit documentation verifying its own network security mechanisms to County for County's review and approval. The County requires advanced written approval of Contractor's security mechanisms prior to Contractor being granted Remote Access.

2. Contractor Remote Access must include the following minimum control mechanisms:

a. Two-Factor Authentication: An authentication method that requires two of the following three factors to confirm the identity of the user attempting Remote Access. Those factors include: 1) something you possess (e.g., security token and/or smart card); 2) something you know (e.g., a personal identification number (PIN)); or 3) something you are (e.g., fingerprints, retina scan). The only exceptions are County approved County site to Contractor site Virtual Private Network (VPN) infrastructure.

b. Centrally controlled authorizations (permissions) that are user specific (e.g., access lists that limit access to specific systems or networks).

c. Audit tools that create detailed records/logs of access attempts.

d. All Contractor systems used to Remotely Access County systems must have industry-standard anti-virus and other security measures that might be required by the County (e.g., software firewall) installed, configured, and activated.

e. Access must be established through a centralized collection of hardware and software centrally managed and controlled by County's and Contractor's respective designees.

3. Monitoring/Audit

County will monitor access to, and activities on, County owned or managed systems and networks, including all Remote Access attempts. Data on all activities will be logged on a County managed system and will include the date, time, and user identification.

4. Copying, Deleting or Modifying Data

Contractor is prohibited from copying, modifying, or deleting any data contained in or on any County IS unless otherwise stated in the Agreement or unless Contractor receives prior written approval from County. This does not include data installed by the Contractor to fulfill its obligations as set forth in the Agreement.

5. Connections to Non-County Networks and/or Systems

Contractor agrees to make every effort to protect County's data contained on County owned and/or managed systems and networks within Contractor's control from unauthorized access. Prior written approval is required before Contractor may access County networks or systems from non-County owned and/or managed networks or systems. Such access will be made in accordance with industry standard protocols and procedures as mutually agreed upon and will be approved in writing by County in a timely manner. Remote Access must include the control mechanisms noted in Paragraph 2.c.2 above.

6. Person Authorized to Act on Behalf of Parties

The following persons are the designees for purposes of this Agreement:

Contractor: Title/ Designee _____

County: Title/ Designee _____

Either party may change the aforementioned names and or designees by providing the other party with no less than three (3) business days prior written notice.

7. Remote Access Provisions

Contractor agrees to the following:

a. Only staff providing services or fulfilling Contractor obligations under the Agreement will be given Remote Access rights.

b. Any access to IS and/or County information that is not specifically authorized under the terms of this Agreement is prohibited and may result in contract termination and any other penalty allowed by law.

c. An encryption method reviewed and approved by the County will be used. County is solely responsible and liable for any delay or failure of County, as applicable, to approve the encryption method to be used by Contractor where such delay or failure causes Contractor to fail to meet or perform, or be delayed in meeting or performing, any of its obligations under the Agreement.

d. Contractor will be required to log all access activity to the County. These logs will be kept for a minimum of 90 days and be made available to County no more frequently than once every 90 days.

8. Remote Access Methods

a. All forms of Remote Access will be made in accordance with mutually agreed upon industry standard protocols and procedures, which must be approved in writing by the County.

b. A Remote Access Back-Up Method may be used in the event that the primary method of Remote Access is inoperable.

c. Contractor agrees to abide by the following provisions related to the Primary and (if applicable) Backup Remote Access Methods selected below. (Please mark appropriate box for each applicable Remote Access Method; if a method is inapplicable, please check the box marked N/A).

1. VPN Site-to-Site Primary Backup N/A

The VPN Site-to-Site method involves a VPN concentrator at both the vendor site and at the County, with a secure “tunnel” opened between the two concentrators. If using the VPN Site-to-Site Method, Contractor support staff will have access to the designated software, devices and systems within the County, as specified above in Paragraph 1.b, from selected network-attached devices at the vendor site.

2. VPN Client Access Primary Backup N/A

In the VPN Client Access method, a VPN Client (software) is installed on one or more specific devices at the Contractor site, with Remote Access to the County (via a County VPN concentrator) granted from those specific devices only.

A CryptoCard will be issued to the Contractor in order to authenticate Contractor staff when accessing County IS via this method. The Contractor agrees to the following when issued a CryptoCard authentication device:

a. Because the CryptoCard allows access to privileged or confidential information residing on the County’s IS, the Contractor agrees to treat the CryptoCard as it would a signature authorizing a financial commitment on the part of the Contractor.

b. The CryptoCard is a County-owned device, and will be labeled as such. The label must remain attached at all times.

c. The CryptoCard must be kept in a secured environment under the direct control of the Contractor, such as a locked office where public or other unauthorized access is not allowed.

d. If the Contractor’s remote access equipment is moved to a non-secured site, such as a repair location, the CryptoCard will be kept under Contractor control.

e. The CryptoCard is issued to an individual employee of the Contractor and may only be used by the designated individual.

f. If the CryptoCard is misplaced, stolen, or damaged, the Contractor will notify County by phone within one (1) business day.

g. Contractor agrees to use the CryptoCard as part of its normal business operations and for legitimate business purposes only.

h. The CryptoCard will be issued to Contractor following execution of this Agreement. The CryptoCard will be returned to the County's designee within five (5) business days following contract termination, or upon written request of the County for any reason. Contractor will notify County's designee within one working day of any change in personnel affecting use and possession of the CryptoCard. Contractor will obtain the CryptoCard from any employee who no longer has a legitimate need to possess the CryptoCard. Lost or non-returned CryptoCards will be billed to the Contractor in the amount of \$300 per card.

i. Contractor will not store password documentation or PINs with CryptoCards.

j. Contractor agrees that all employees, agents, contractors, and subcontractors who are issued the CryptoCard will be made aware of the responsibilities set forth in this Agreement in written form. Each person having possession of a CryptoCard will execute this Agreement where indicated below certifying that they have read and understood the terms of this Agreement.

3. County-Controlled VPN Client Access. Primary. Backup .N/A

This form of Remote Access is similar to VPN Client access, except that the County will maintain control of the CryptoCard authentication token and a PIN number will be provided to the Contractor for use as identification for Remote Access purposes. When the Contractor needs to access County IS, the Contractor must first notify the County's designee.

The County's designee will verify the PIN number provided by the Contractor. After verification of the PIN the County's designee will give the Contractor a one-time password which will be used to authenticate Contractor when accessing the County's IS. Contractor agrees to the following:

a. Because the PIN number allows access to privileged or confidential information residing on the County's IS, the Contractor agrees to treat the PIN number as it would a signature authorizing a financial commitment on the part of the Contractor.

b. The PIN number is confidential, County-owned, and will be identified as such.

c. The PIN number must be kept in a secured environment under the direct control of the Contractor, such as a locked office where public or other unauthorized access is not allowed.

d. If the Contractor's remote access equipment is moved to a non-secured site, such as a repair location, the PIN number will be kept under Contractor control.

e. The PIN number can only be released to an authorized employee of the Contractor and may only be used by the designated individual.

f. If the PIN number is compromised or misused, the Contractor will notify the County's designee within one (1) business day.

g. Contractor will use the PIN number as part its normal business operations and for legitimate business purposes only. Any access to IS and/or County data information that is not specifically authorized under the terms of this Agreement is prohibited and may result in contract termination and any other penalty allowed by law.

h. The PIN number will be issued to Contractor following execution of this Agreement.

i. The PIN number will be inactivated by the County's designee within five (5) business days following contract termination, or as required by the County for any reason.

4. Manually Switched Dialup Modem Primary Backup N/A

Although not generally used, the Contractor may be provided Remote Access to County IS using a dialup modem. Contractor agrees to the following if using Switched Dialup Modem access:

a. Contractor will use reasonable efforts to notify the County's Technical Services Manager or designee at least ½ hour prior to access to allow County to activate the Switched Dialup Modem connection. Contractor will give the estimated time that the connection will be required, and specify when the access can be deactivated by County.

b. County acknowledges that Contractor may not be able to provide certain of its services (including, but not limited to, implementation services, maintenance and support (including Standard Support Services) and training services) using a Switched Dialup Modem connection.

c. County is solely responsible and liable for any inability or delay in Contractor performing its obligations under the Agreement where such inability or delay is caused by the use of a Switched Dialup Modem connection.

Signatures of Contractor Employees receiving CryptoCards (if issued by County):

CONTRACTOR: _____

Type Name: _____

Title: _____

Date: _____

CONTRACTOR: _____

Type Name: _____

Title: _____

Date: _____

CONTRACTOR: _____

Type Name: _____

Title: _____

Date: _____



County of Santa Clara
Office of the County Executive
Procurement Department
2310 N. First Street Suite 201
San Jose, CA 95131-1040
Telephone 408-491-7400 • Fax 408-491-7496

**AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA
AND TYLER TECHNOLOGIES, INC.**

This Agreement is entered into by and between the County of Santa Clara (the "County" or "Client") and Tyler Technologies, Inc. ("Contractor" or "Tyler Technologies") (the "Agreement").

The effective date of the Agreement is July 1, 2015. The parties, intended to be bound, mutually agree as follows:

KEY PROVISIONS

AGREEMENT TITLE: Document Management System and Related Services

AGREEMENT NUMBER: 5500002653

INITIAL AWARD DATE: June 27, 2015

AGREEMENT TERM: July 1, 2015 through June 30, 2018, unless terminated earlier or otherwise amended, with option by the County to renew for two additional one-year periods.

COMMODITY NAME: Document Management System

COMMODITY NUMBER: 92045

AUTHORIZED USER: Clerk-Recorder's Office

SUPPLIER: Tyler Technologies

SUPPLIER CONTACT: Adam Mote
Phone: (202) 215-4350
E-mail: adam.mote@tylertech.com

SUPPLIER NUMBER: 1027814

PURPOSE: To establish a contract with Tyler Technologies, Inc., to provide its Eagle Recorder system and related services.

TAX STATUS: Services: Non-taxable
Products: Taxable

Board of Supervisors: Mike Wasserman, Cindy Chavez, Dave Cortese, Ken Yeager, S. Joseph Simitian
County Executive: Jeffrey V. Smith

PAYMENT TERMS: Net 30 days

TOTAL AGREEMENT VALUE: Not to Exceed \$2,400,000.00

COUNTY CONTRACT ADMINISTRATOR: Katherine Wasserlauf, Procurement Contract Specialist
Procurement Department
Phone: (408) 491-7430
E-mail: katherine.wasserlauf@prc.sccgov.org

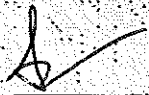
COUNTY CONTACTS: Anthony Serafica, Information Systems Manager
Clerk-Recorder's Office
Phone: (408)299-5684
E-mail: anthony.serafica@rec.sccgov.org

REFERENCE: The following exhibits are incorporated and constitute a material part of the Agreement:

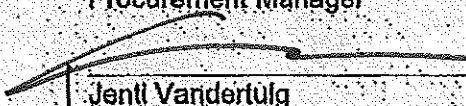
- Exhibit A: County of Santa Clara Standard Terms and Conditions for Services
- Exhibit B: Pricing and Compensation Schedule
- Exhibit C: County Requirements and Scope of Work
- Exhibit D: Insurance Requirements for Professional Services Contract
- Exhibit E: Vendor Remote Access Agreement and
- Exhibit F: County Travel Policy
- Exhibit G: Software Source Code Escrow Agreement Terms and Conditions
- Appendix A: Statement of Work/Software and Implementation Services

By signing below, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity, that he/she has the authority to bind the entity listed below to contractual obligations and that by his/her signature on this Agreement, the entity on behalf of which he/she acted, executed this Agreement.

COUNTY OF SANTA CLARA

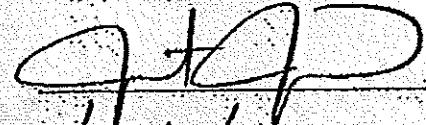


Long Zhang
Procurement Manager
6/29/15
Date



Jenti Vandertulg
Director of Procurement
7/2/15
Date

TYLER TECHNOLOGIES, INC.

By: 

Print: Janet Leiner
Title: Executive VP - Finance
Date: 6-24-2015

Approved as to form and legality:



6/24/15
Deputy County Counsel

EXHIBIT A
COUNTY OF SANTA CLARA TERMS AND CONDITIONS

1. INTENTIONALLY DELETED

2. DEFINITIONS

2.1 "Acceptance Tests" means those tests performed during the Performance Period which are intended to determine compliance of Software with the specifications and all other incorporated herein by reference and to determine the reliability of the Equipment. Acceptance tests shall be conducted in accordance with the parties' mutually agreed Statement of Work, attached hereto as Appendix A.

2.2 "Contractor" means Tyler Technologies, Inc., a Delaware Corporation.

2.3 "County" and "Client" mean the County of Santa Clara, California.

2.4 "County Data" shall mean shall mean data and information received by Contractor from County. County shall remain the owner of County Data.

2.5 "Defect" means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in Contractor's written proposal to the County, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through Contractor's maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in Contractor's then-current Documentation.

2.6 "Deliverables" means the Software and services to be delivered pursuant to the Investment Summary, including any such items furnished incident to the provision of services.

2.7 "Developer" means a third party who owns the intellectual property rights to Third Party Software.

2.8 "Documentation" means any online or written documentation related to the use or functionality of the Tyler Software manuals and other printed materials that Contractor provides to the County related to the use, functionality, or maintenance of the Software provided hereunder. Manuals and other printed materials customized for the County hereunder constitute Documentation only to the extent that such materials are described in or required by the Statement of Work ("SOW").

2.9 "Effective Date" means the date on which the County's authorized representative signs this Agreement.

2.10 "Investment Summary" means the agreed upon cost proposal for the software, products and services included in the Pricing and Compensation Schedule attached as Exhibit B.

2.11 "Invoicing and Payment Policy" means the invoicing and payment policy included in Exhibit B.

2.12 "Maintenance and Support Policy" means the terms and conditions governing the provision of maintenance and support services to all of Contractor's customers. A copy of Contractor's current Maintenance and Support Agreement is included in Exhibit C.

2.13 "Period of Maintenance Coverage" means the period of time, as defined by the Maintenance and Support Agreement, during which maintenance services are provided by the Contractor for an annual charge, as opposed to an hourly charge for services rendered.

2.14 "Site License" means for each product, the term "Site License" shall mean the license established upon acquisition of the applicable number of copies of such product and payment of the applicable license fees as set forth in the SOW.

2.15 "Support Call Process" means the terms and conditions governing the provision of maintenance and support services to all of Contractor's customers who have licensed the Tyler Software. A copy of Contractor's current Support Call Process is included with Appendix A.

2.16 "System" means the complete collection of Software and services as described in this Agreement, integrated and functioning together, and performing in accordance with this Agreement.

2.17 "Third Party Software" means the third party software, if any identified in the Investment Summary.

2.18 "Tyler Software" is the Contractor's proprietary computer software and related interfaces provided to County pursuant to this Agreement.

2.19 "U.S. Intellectual Property Rights" means intellectual property rights enforceable in the United States of America, including without limitation rights in trade secrets, copyrights, and U.S. patents.

3. NON-EXCLUSIVE AGREEMENT

This Agreement does not establish an exclusive contract between the County and the Contractor. The County expressly reserves rights to, without limitation, the following: the right to utilize others to provide products, support, and services; the right to request proposals from others with or without requesting proposals from the Contractor; and the unrestricted right to bid any such product, support or service.

4. LICENSE GRANT AND RESTRICTIONS

4.1 Contractor grants the County a license to use the Tyler Software for the County's internal business purposes only (including provision of services to the public), in the scope of the internal business purposes disclosed to Contractor as of the Effective Date. The County 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. The County's rights to use the Tyler Software are perpetual, but may be revoked if the County does not comply with the terms of this Agreement.

4.2 The Documentation is licensed to the County and may be used and copied by the County's employees for internal, non-commercial reference purposes only.

4.3 The County may not (i) transfer or assign the Tyler Software to a third party; (ii) reverse engineer, decompile, or disassemble the Tyler Software, (iii) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (iv) publish or otherwise disclose the Tyler Software or Documentation to third parties.

4.4 The license terms in this Agreement apply to updates and enhancements Contractor may provide to the County or make available to the County through the Maintenance and Support Agreement.

4.5 The right to transfer the Tyler Software to a replacement hardware system is included in this license. The County will give Contractor advance written notice of any such transfer, and will pay Contractor for any required or requested technical assistance associated with such transfer.

4.6 Contractor reserves all rights not expressly granted to the County in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. Contractor owns the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. The Tyler Software is licensed, not sold.

4.7 County agrees to pay County the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with the invoicing and payment policy.

5. TERM

5.1 This Agreement shall not be effective or binding unless approved in writing by the Director of Procurement, or authorized designee, as evidenced by their signature as set forth in this Agreement. The license grant is perpetual, subject to Paragraph 4.1. The term of the Agreement shall be for three (3) years from the effective date. The County shall have the right to exercise two (2) one-year optional renewals, or one (1) two-year optional renewal.

5.2 Furthermore, at any time during the term of the Agreement, the Agreement is subject to termination pursuant to Section 6 of this Agreement. The term for services continues until completion of the implementation of the Tyler Software, as set forth in the Statement of Work and otherwise provided under the Agreement.

6. TERMINATION

6.1 Termination for Convenience

6.1.1 The County may terminate this Agreement or any contract release purchase order at any time for the convenience of the County by giving sixty (60) calendar days written notice specifying the effective date and scope of such termination.

6.1.2 In no event shall the County be liable for any loss of profits on the resulting order or portion thereof so terminated.

6.1.3 In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other materials (collectively referred to as "materials") prepared by Contractor under this Agreement for which County has paid shall become the property of the County, subject to the restrictions set forth in the license grant section, and shall be promptly delivered to the County. In the event of termination for convenience, County will pay Contractor for all undisputed fees and expenses related to the software, products, and/or services County has received, or Contractor has incurred or delivered, prior to the effective date of termination. The County will not be entitled to a refund or offset of previously paid license and other fees.

6.1.4 By termination under this paragraph, neither County nor the Contractor may nullify obligations, if any, already incurred for performance or failure to perform prior to the date of termination.

6.2 Termination for Cause

6.2.1 County may terminate this Agreement or any contract release purchase order, in whole or in part, for cause in the event Contractor does not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within forty-five (45) calendar days of receiving a written notice of the alleged breach or regulations. County agrees to comply with Section 24 Resolution of Disputes, prior to termination under this Section. In the event of termination for Cause, the County will pay Contractor for all undisputed fees and expenses related to the software, products, and/or services the County has received, or Contractor has incurred or delivered, prior to the

effective date of termination. Disputed fees will be subject to the dispute resolution process.

6.2.2 If, after notice of termination under the provisions of this clause, it is determined for any reason that the Contractor was not in default under this provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination For Convenience clause.

6.3 Termination for Lack of Appropriation: The term of the Agreement between Contractor and County, and the purchase of Deliverables and/or services hereunder, are contingent on the appropriation of funds by the County. Should sufficient funds not be appropriated, this Agreement may be terminated by County at any time by providing Contractor with thirty (30) calendar days written notice. In the event of such Termination for Lack of Appropriation, County shall be responsible only for any unpaid balances for Deliverables and/or services provided by Contractor and accepted by County, as set forth in the Statement of Work referenced in Section 18, as applicable, prior to the effective date of termination. The County will not be entitled to a refund or offset of previously paid license and other fees.

6.4 Termination for Bankruptcy: If Contractor is adjudged to be bankrupt or should have a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of Contractor's insolvency, the County may terminate this Agreement immediately without penalty. In the event of termination for bankruptcy, County will pay Contractor for all undisputed fees and expenses related to the software, products, and/or services County has received, or Contractor has incurred or delivered, prior to the effective date of termination. The County will not be entitled to a refund or offset of previously paid license and other fees.

6.5 Budgetary Contingency: Performance and/or payment by the County pursuant to this Agreement are/is contingent upon the appropriation of sufficient funds by the County for services covered by this Agreement. If funding is reduced or deleted by the County for services covered by this Agreement, the County may, at its option and without penalty or liability, terminate this Agreement or offer an amendment to this Agreement indicating the reduced amount.

7. NECESSARY ACTS AND FURTHER ASSURANCES

The Contractor shall at its own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to provide the services in the Investment Summary and according to the Statement of Work.

8. COUNTING DAYS

Days are to be counted by excluding the first day and including the last day, unless the last day is a Saturday, a Sunday, or a legal holiday, and then it is to be excluded.

9. MODIFICATION

This Agreement or any contract release purchase order may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement contract release purchase order will be binding on Contractor or County unless it is in writing and signed by County's Director of Procurement, or authorized designee, as evidenced by his/her signature as set forth in this Agreement and Contractor's authorized representative.

10. SCOPE

10.1 Contractor agrees to provide the County all Deliverables on terms set forth in this Agreement (including Exhibits). However, this Agreement does not provide authority to ship

Deliverables. That authority shall be established by contract release purchase orders placed by the County and sent to Contractor throughout the term of the Agreement. Each and every contract release purchase order shall incorporate all terms of this Agreement and this Agreement shall apply to same.

10.2 The County will consider Contractor to be the single point of contact with regards to all contractual matters, including payment of any and all charges for Deliverables and/or services provided under the Agreement and any issues regarding the subcontractor(s), if any.

10.3 Contractor shall provide to the County all documentation and manuals relevant to the Deliverables to be supplied at no additional cost beyond the associated Software or service fee set forth in the Investment Summary. Contractor shall deliver such documentation either in advance of or concurrently with the delivery of Deliverables in accordance with the Statement of Work.

10.4 Employees and agents of Contractor, shall, while on the premises of the County, comply with all rules and regulations of the premises, including, but not limited to, reasonable security requirements provided in writing by the County to Contractor. Contractor shall conduct criminal background checks on all employees at the time of hire.

10.5 Contractor shall be responsible for installation, delivery, training and knowledge transfer activities in relation to the Deliverables being supplied as listed in the Investment Summary and further described in the Statement of Work.

10.6 Contractor shall perform work in a professional, workmanlike manner, consistent with industry standards. In the event Contractor provides services that do not conform to this warranty, Contractor will re-perform such services at no additional cost to the County.

10.7 Contractor represents that all prices, warranties, benefits and other terms being provided hereunder are fair, reasonable and commensurate with the terms otherwise being offered by Contractor to its current customers ordering comparable Deliverables and/or services.

11. COST SUMMARY AND COMPENSATION PLAN

11.1 Contractor will invoice the County the fees for the license(s), products, and services in the Investment Summary, attached hereto as Exhibit A, per the Invoicing and Payment Policy, attached hereto as Exhibit B, subject to Section 12. In the event of a decrease in the cost of recurring fees, Contractor shall extend the lower price(s) to the County and provide prompt written notification to the County.

11.2 In the event that any product on Exhibit A is discontinued or upgraded while the County has a current Maintenance and Support Agreement in effect with the Contractor, Contractor shall extend the same contract pricing towards a comparable replacement which is functionally equivalent or upgraded version when available. Minimum mandatory hardware specifications must be included. Unless otherwise stated, prices shall be fixed per Paragraph 15.7.

11.3 Both parties acknowledge that during the term of this Agreement, products and services may be added to the Agreement. In the event that such services are identified, and a cost is associated, the County reserves the right to add the additional services to the Agreement and negotiate cost. The County Contract Administrator will approve the additional work and cost by means of an amendment.

11.5 The County will not pay any cost or charge that is not delineated in this Agreement.

12. DISPUTED PAYMENTS

If, due to either an issue with the charges on an invoice or the Contractor's failure to perform consistent with its warranties under this Agreement, the County disputes any charge(s) on an invoice, the County may withhold the disputed amount, provided that (a) there is a reasonable basis for the dispute, (b) all other amounts that are not in dispute have been paid in accordance with this Agreement, and (c) the County delivers a written statement to Contractor within fifteen (15) days of receipt of the applicable invoice, describing in detail the basis of the dispute and the amount being withheld by the County. Contractor will provide a written response to the County that will include either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in the County's notice. The parties will work together as may be necessary to develop an action plan that outlines reasonable steps to be taken by each party to resolve any issues presented in the County's notice. The County may only withhold payment of the amount(s) actually in dispute until Contractor completes the action items outlined in the plan. If Contractor is unable to complete the action items outlined in the action plan because of the County's failure to complete the items agreed to be done by the County, then the County will remit full payment of the invoice. The County reserve the right to suspend delivery of all services, including maintenance and support services, if the County fails to pay an invoice not disputed as described above.

13. COOPERATIVE EFFORT

The County acknowledges that the implementation of the Tyler Software is a cooperative process requiring the time and resources of its personnel. The County agrees to use all reasonable efforts to cooperate with and assist the Contractor as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with the Contractor to schedule the implementation-related services outlined in this Agreement. Contractor 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 County personnel to provide such cooperation and assistance (either through action or omission). Nothing stated in this Section 13 in any way modifies, amends, alters, or waives any other responsibility or obligation of Contractor, including but not limited to Contractor's obligation to indemnify County or to provide insurance as stated elsewhere in this Agreement.

14. DOCUMENTATION

14.1 The Contractor agrees to provide to the County, at no charge, a reasonable number of all nonproprietary manuals and other printed materials, as described within the SOW, and updated versions thereof, which are necessary or useful to the County in its use of the Tyler Software provided hereunder. The Contractor agrees to provide additional Documentation at prices not in excess of charges made by the Contractor to its other customers for similar Documentation, or if appropriate, to permit County to make copies of same for County's internal use. The County agrees to include the Contractor's copyright notice on any such Documentation reproduced, in accordance with copyright instructions to be provided (in writing) by the Contractor.

15. PROFESSIONAL SERVICES

15.1 Contractor will provide the County the various implementation-related services itemized in the Investment Summary. The County will receive those services according to the SOW, as well as Contractor's industry-standard implementation plan, which outlines roles and responsibilities in calendar and project documentation. Contractor will finalize that documentation with the County upon execution of this Agreement.

15.2 The County agrees to pay Contractor the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with the Pricing and Compensation Plan. Subject to the provisions of Paragraph 15.3 below, total fees for services shall not exceed the amounts listed in the Pricing and Compensation Plan.

15.3 The Investment Summary and Pricing and Compensation Plan contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on Contractor's understanding of the specifications the County supplied. If additional work is required, or if the County uses or requests additional services, Contractor will provide the County 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.

15.4 Contractor makes all reasonable efforts to schedule Contractor personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if the County cancels services less than two (2) weeks in advance (other than for Force Majeure or breach by Contractor), the County will be liable for all (a) non-refundable expenses incurred by Contractor on the County's behalf, and (b) daily fees associated with cancelled professional services if Contractor is unable to reassign its personnel. Contractor will make all reasonable efforts to reassign personnel in the event the County cancels within two (2) weeks of scheduled commitments.

15.5 At no cost to Contractor, the County agrees to provide Contractor with full and free access to County personnel, facilities, and equipment as may be reasonably necessary for Contractor to provide implementation services, subject to any reasonable security protocols or other written policies provided to Contractor. The County further agrees 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.

15.6 Contractor's warranty on services is as detailed in Paragraph 10.6.

15.7 The County 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 Contractor's 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. Pricing for any optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

16. MAINTENANCE AND SUPPORT

16.1 This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If the County has purchased ongoing maintenance and support services, and continues to make timely payments for them according to the Invoicing and Payment Policy, Contractor will provide the County with maintenance and support services for the Tyler Software under the terms of the standard Maintenance and Support Agreement, attached hereto as Exhibit C.

16.2 If the County has opted not to purchase ongoing maintenance and support services for the Tyler Software Products, or at any time terminates the Maintenance and Support Agreement, the County will only receive ongoing maintenance and support on the Tyler Software Products on a time and materials basis. In addition, the County will:

- (i) receive the lowest priority under the Support Call Process;

- (ii) be required to purchase new releases of the Tyler Software Products, including fixes, enhancements and patches;
- (iii) be charged Contractor's then-current rates for support services, or such other rates that Contractor may consider necessary to account for the County's 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;

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

17. SHIPPING AND RISK OF LOSS

17.1 Unless provided electronically in a format acceptable and accessible to County, Deliverables shall be packaged, marked and otherwise prepared by Contractor in suitable containers in accordance with sound commercial practices. Contractor shall include an itemized packing list with each shipment and with each individual box or package shipped to the County. The packing list shall contain, without limitation, the applicable contract release purchase order number.

17.2 Unless otherwise specified in writing, all shipments by Contractor to County will be F.O.B. point of destination. Freight or handling charges are not billable unless such charges are referenced on the order. Transportation receipts, if required by contract release purchase order, must accompany invoice. Regardless of F.O.B. point, Contractor shall bear all risks of loss, injury, or destruction to Deliverables and materials ordered herein which occur prior to acceptance by County; and such loss, injury or destruction shall not release Contractor from any obligation hereunder.

17.3 Any shipments returned to the Contractor shall be delivered as F.O.B. shipping point.

18. INSPECTION, TEST, ACCEPTANCE, REJECTION AND RELATED

Unless otherwise specified in the Statement of Work (set forth at Appendix A):

RIGHTS

18.1 All Deliverables and/or services are subject to inspection, testing, approval and acceptance by the County. Inspection shall be made within a reasonable time (but in no event longer than thirty (30) calendar days) after delivery or for such longer period of time to which the parties have mutually agreed. 18.2 Inspection

18.2.1 Contractor and its subcontractors will provide and maintain a quality assurance system acceptable to the County covering Deliverables and/or services under this Contract and will tender to the County only those Deliverables that have been inspected and found to conform to this Agreement's requirements.

18.2.2 Contractor will keep records evidencing inspections and their result, and will make these records available to the County during performance and for three (3) years after final payment. Contractor shall permit the County to review procedures, practices, processes, and related documents to determine the acceptability of Contractor's quality assurance System or other similar business practices related to performance of the Agreement.

18.2.3 Contractor and its subcontractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to the County. Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.

18.3 Test

18.3.1 County will use the criteria established in this Agreement, the SOW, or any subsequent sub-SOW to determine the acceptance of each task and to test the Deliverables and/or services.

18.3.2 If the County, in its sole discretion, determines that the Deliverables and/or services have failed to meet a specific task, specification or requirements of the SOW, any sub-SOW, or this Agreement, or that features or functions said to be present in the Contractor's Documentation are absent or do not function properly, County may execute any or all of the following:

- (i) Have the Contractor modify the Deliverables and/or services to conform to the Documentation;
- (ii) Extend the acceptance testing period for a reasonable time period to allow time for Contractor to remedy the problems; or
- (iii) Cancel this Agreement and its obligations to Contractor. Any pre-payments made to the Contractor shall be prorated to the termination date and the remainder refunded to the County. .

18.4 Acceptance

18.4.1 Acceptance is set forth in the SOW.

18.5 Rejection

18.5.1 County shall give written notice of rejection of Deliverables delivered and/or services performed during the period set forth in Section 18.1 of this Agreement. Such notice of rejection will state the respects in which the Deliverables and/or services do not substantially conform to their specifications. Acceptance by County will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall not be construed to waive any warranty rights that the County might have at law or by express reservation in this Agreement with respect to any nonconformity.

18.5.2 Contractor shall be responsible to reclaim and remove any rejected Deliverables and/or items at its own expense. Should Contractor fail to reclaim or remove any rejected Deliverables and/or items within a reasonable time, County shall, at its option dispose of such Deliverables and/or items and require reimbursement from Contractor for any costs or expenses incurred.

18.6 Corrective Action:

18.6.1 Contractor shall comply with all applicable federal state, and local laws and regulations relating to its performance under this Agreement in all material respects.

18.6.2 If County discovers any practice, procedure, or policy of Contractor which materially deviates from the terms or requirements of this Agreement, which violates federal, state or local laws or regulations, the County, in addition to its termination rights, may notify Contractor that corrective action is required.

18.6.3 Contractor shall correct any and all discrepancies, violations, or deficiencies within thirty (30) calendar days, unless the corrective action requires additional time, in which case Contractor shall have an additional period of time to make corrections.

18.6.4 The rights and remedies of County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or as provided elsewhere in this Agreement. The acceptance by County of late or partial performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the rights or requirements for the complete and timely performance of any obligation remaining to be performed by the Contractor, or of any other claim, right or remedy of the County.

19. ADJUSTMENT BY COUNTY

The County reserves the right to waive a variation in specification of Deliverables and/or services supplied by the Contractor. Contractor may request an equitable adjustment of payments to be made by County if County requires a change in the Deliverables and/or services to be delivered. Any claim by the Contractor for resulting adjustment of payment must be asserted within thirty (30) calendar days from the date of receipt by the Contractor of the notification of change required by County; provided however, that the Procurement Director, if he/she decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment made for Deliverables and/or services supplied by Contractor. If out-of-scope services are requested, the parties will mutually agree to the amount of compensation for those services.

20. INVOICING

20.1 Contractor shall invoice according to the Invoicing and payment exhibit of this Agreement. Invoices shall be sent to the County customer or department referenced in the individual contract release purchase order. Invoices for Deliverables and/or services not specifically listed in the Agreement will not be approved for payment.

20.2 Invoices shall include: Contractor's complete name and remit-to address; invoice date, invoice number, and payment term; County contract number; pricing per the Agreement; applicable taxes; and total cost.

20.3 Contractor and County shall resolve all invoicing disputes in accordance with Section 12, Disputed Payments.

21. PAYMENT

21.1 Payment shall be due in accordance with the Invoicing and Payment Policy. Payment is deemed to have been made on the date when the County mails the warrant or initiates the electronic fund transfer.

21.2 The fees in the Investment Summary do not include any taxes, including without limitation, sales, use, or excise tax. If the County is a tax-exempt entity, the County agrees to provide Contractor with a tax-exempt certificate. Otherwise, Contractor will pay all applicable taxes to the proper authorities and the County will reimburse Contractor for such taxes. If the County has a valid direct-pay permit, the County will provide Contractor with a copy. For clarity,

Contractor is responsible for paying its income taxes, both federal and state, as applicable, arising from Contractor's performance of this Agreement.

21.3 The County does not pay Federal Excise Taxes (F.E.T). The County will furnish an exemption certificate in lieu of paying F.E.T. Federal registration for such transactions is: County #94-730482K. Contractor shall not charge County for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose, unless expressly authorized by the County.

21.4 Contractor shall obtain County's prior, written approval for any travel and out-of-pocket expense. Contractor shall be responsible for all travel and out-of-pocket expenses incurred without County's prior, written approval. All travel and out-of-pocket expenses shall comply with County's Travel Policy, attached as Exhibit E. Contractor shall be solely responsible for any and all travel and out-of-pocket expenses that are incurred without first obtaining advance County approval, and all such expenses which do not comply with Exhibit E. For purposes of "pre-approval," the parties understand and agree that the Project Plan contemplated under the Statement of Work will allocate onsite resources and expected travel associated with those resources. County sign-off on that project plan will constitute County "pre-approval" of the referenced travel trips. Any changes or deviations to that Project Plan will be documented in writing and submitted to County for review and approval, which will constitute "pre-approval" of any documented changes in travel. Moreover, as set forth in Exhibit B, Contractor's pricing and compensation is inclusive of a not-to-exceed allocation of expenses for travel, which the County is approving as part of this Agreement. To the extent additional expenses are required, Contractor shall present a change order for the additional amount for County's review and approval. Finally, and for the avoidance of doubt, Contractor has agreed to incur travel expenses subject to County reimbursement according to the terms of Exhibit E.

22. LATE PAYMENT CHARGES OR FEES

The Contractor acknowledges and agrees that the County will not pay late payment charges or fees. County acknowledges and agrees that Contractor may suspend performance under this Agreement, including maintenance and support, if County fails to remit payment for an undisputed invoice within forty-five (45) days of the date of invoice. Contractor will give County thirty (30) days' written notice of its intent to suspend performance under this Section.

23. DISENTANGLEMENT

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

23.2 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 data, assets, or information in Contractor's possession. Contractor shall invoice the County for such services on a time and materials basis at Contractor's then-current rates.

24. RESOLUTION OF DISPUTES

24.1 County agrees to provide Contractor with written notice within thirty (30) days of becoming aware of a dispute. County agrees to cooperate with Contractor 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 the other party's appointed senior representative. Senior representatives will meet at the County's 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 the parties 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 a party from seeking necessary injunctive relief during the dispute resolution procedures.

24.2 "Disputes" clause does not preclude consideration of legal questions in connection with decisions provided for in paragraph (a) above. Nothing in this Agreement shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

24.3 In the event of a dispute, Contractor shall continue to perform its obligations pursuant to this Agreement for a period not to exceed ninety (90) days from the time that Contractor provides written notice to County of the disputed issue(s), depending on the nature of the dispute.

25. ACCOUNTABILITY

To the extent applicable, Contractor will be the primary point of contact and assume the responsibility of all matters relating to the purchase, including those involving the manufacturer and deliverer or any subcontractor, as well as payment issues. If issues arise, the Contractor must take immediate action to correct or resolve the issues.

26. NO ASSIGNMENT, DELEGATION OR SUBCONTRACTING WITHOUT PRIOR WRITTEN CONSENT

26.1 Contractor may not assign any of its rights, delegate any of its duties or subcontract any portion of its work or business under this Agreement or any contract release purchase order without the prior written consent of County, except as provided in Section 27. Any attempted assignment, delegation or subcontracting in violation of this provision is voidable at the option of the County and constitutes material breach by Contractor. Contractor is responsible for payment to sub-contractors and must monitor, evaluate, and account for the sub-contractor(s) services and operations.

26.2 As used in this provision, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance, or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

27. MERGER AND ACQUISITION

27.1 Neither party may assign this Agreement or transfer any rights to a third party without the prior written consent of the other party, and any such attempt shall be void; provided, however, subject to compliance with the provisions of this Section 27, County shall not unreasonably withhold or delay its consent for Contractor to transfer and/or assign this Agreement pursuant to a corporate plan of merger, reorganization, acquisition or consolidation.

27.2 This Agreement will inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns. The terms of this Agreement will survive an acquisition, merger, divestiture or other transfer of rights or assignment involving Contractor. In the event of an acquisition, merger, divestiture or other transfer of rights, Contractor shall ensure that the acquiring entity or the new entity agrees to be bound by the terms of this Agreement and act in the place of Contractor with respect to all of its obligations as set forth herein. The acquiring entity shall honor all the terms and conditions in this Agreement and (if applicable) provide the functionality of the Deliverables and/or services in a future, separate or

renamed product, if the acquiring entity or the new entity reduces or replaces the functionality, or otherwise provide a substantially similar functionality of the Deliverables and/or services at the same pricing levels. No additional license or maintenance fee will apply.

27.3 Contractor shall provide thirty (30) calendar days written notice to the County following the closing of an acquisition, merger, divestiture or other transfer of right involving Contractor, or within such other timeframe as allowed under applicable law.

27.4 Contractor shall provide reasonable assistance to County during the transition period.

28. COMPLIANCE WITH ALL LAWS & REGULATIONS

Contractor shall comply with all laws, codes, regulations, rules and orders (collectively, "Regulations") applicable to the Deliverables and/or services to be provided hereunder. Contractor's violation of this provision shall be deemed a material default by Contractor, giving County a right to terminate the Agreement. Contractor shall defend, indemnify and hold the County harmless against any claim, loss, damage, fine, penalty, or any expense whatsoever as a result of Contractor's failure to comply with the act and any standards or regulations issued there under.

29. FORCE MAJEURE

29.1 Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, interruption or failure of electricity or telecommunication service.

29.2 Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

29.3 The party asserting *Force Majeure* as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

29.4 Either party shall have the right to terminate this Agreement and/or any applicable order or contract release purchase order if *Force Majeure* suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to *Force Majeure*, the County will pay Contractor for all fees and expenses related to the software, products, and/or services the County has received, or Contractor has incurred or delivered, prior to the effective date of termination. The County will not be entitled to a refund or offset of previously paid license and other fees.

30. CONFLICT OF INTEREST

30.1 Contractor represents and warrants that, to the best of its knowledge, it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services required under this Agreement.

30.2 Contractor shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts applicable to Contractor and such subcontractors; and (ii) federal, state and local conflict of interest laws and regulations applicable to Contractor, such subcontractors and the services, including, without limitation, to the extent applicable, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this Agreement and is grounds for termination of this Agreement by the County.

30.3 Contractor shall provide County with the names, description of individual duties to be performed and email addresses of all persons who will be engaged in performance of implementation services under the agreement, including without limitation colleagues, employees, agents and subcontractors with the exception of those working solely ministerial, secretarial, manual, or clerical capacity. Contractor shall immediately notify the County of the names of individuals working in such a capacity who, during the course of the Agreement, end their service.

30.4 Contractor shall ensure that all individuals identified pursuant to this section understand that they are subject to the Political Reform Act ("PRA") and shall conform to all requirements of the PRA and other laws and regulations, if applicable.

31. INDEPENDENT CONTRACTOR

Contractor shall supply all Deliverables and/or perform all services pursuant to this Agreement as an independent contractor and not as an officer, agent, servant, or employee of County. Contractor shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. Nothing herein shall be considered as creating a partnership or joint venture between the County and Contractor. No person performing any services and/or supplying all Deliverables shall be considered an officer, agent, servant, or employee of County, nor shall any such person be entitled to any benefits available or granted to employees of the County.

32. INSURANCE

Contractor shall maintain insurance coverage, throughout the term of this Agreement, pursuant to Exhibit D.

33. LIENS, CLAIMS, AND ENCUMBRANCES AND TITLE

The Contractor represents and warrants that all the Deliverables and/or materials ordered and delivered are free and clear of all liens, claims or encumbrances of any kind. Contractor represents and warrants that it has free and clear title (including any and all intellectual property rights) to the Deliverables and/or materials purchased by County

34. INDEMNITY

Contractor will indemnify and hold harmless the County and its 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 Contractor's negligence or willful misconduct.

35. INTELLECTUAL PROPERTY INDEMNITY

35.1 Contractor represents and warrants for the benefit of the County and its users that, to its knowledge, as of the effective date of this Agreement, Contractor is the exclusive owner of all rights, title and interest in the Deliverables and/or services provided pursuant to this Agreement. Contractor shall defend, indemnify and hold the County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and reasonable attorney fees) by a third party alleging the Deliverables and/or services provided pursuant to this Agreement infringe upon any intellectual property rights of third parties. The County must notify Contractor promptly in writing of any claim and give Contractor sole control over its defense or settlement. The County agrees to provide Contractor with reasonable assistance, cooperation, and information in defending the claim at Contractor's expense.

35.2 Contractor's obligation under this Section 35 will not apply to the extent the claim or adverse final judgment is based on the County's: (a) use of a previous version of the Tyler Software and the claim would have been avoided had the County 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 Contractor; (c) altering or modifying the Tyler Software, including any modification by third parties at the County's direction or otherwise permitted by the County; (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 Contractor notifies County to discontinue use due to such a claim.

35.3 If Contractor receives information concerning an infringement or misappropriation claim related to the Tyler Software, Contractor may, at its expense and without obligation to do so, either: (a) procure for the County 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 the County will stop running the allegedly infringing Tyler Software immediately.

35.4 If, as a result of an infringement or misappropriation claim, the County's 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 Contractor consents), Contractor will, at its 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 the County's 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.

36. LIMITATION OF LIABILITY

36.1 Contractor's liability for damages to the County for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, shall be limited to three (3) times the Purchase Price. For purposes of this Section, "Purchase Price" will mean the aggregate Agreement price as set forth in Section 11 of this Agreement, and any subsequent amendments to this Agreement.

36.2 The foregoing limitation of liability shall not apply to (i) any indemnity set forth in this Agreement, (ii) Contractor's willful misconduct, gross negligence, or fraud, or (iii) a breach of paragraph 46.

36.3 The County's liability for damages for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, shall be limited to the Purchase Price. Nothing herein shall be construed to waive or limit the County's sovereign immunity or any other immunity from suit provided by law.

36.4 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

37. WARRANTY

37.1 EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CONTRACTOR HEREBY DISCLAIMS 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.

37.2 Contractor warrants that:

37.2.1 the Tyler Software will be without Defect(s) as long as the County has a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, Contractor will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

37.2.2 Deliverables shall:

(i) be free of illicit or harmful code (i.e. computer viruses, worms, trap doors, time bombs, disabling code, or any similar malicious mechanism designed to interfere with the intended operation of, or cause damage to, computers, data, or Software);

(vii) not infringe or violate any U.S. Intellectual Property Right as of the Effective Date of this Agreement and during County's use. To the extent any such, infringement claim is brought, Section 35 shall apply.

37.2.3 All Deliverables of Third Party Software shall contain a non-transferable license to use the Third Party Software and related documentation for internal business purposes only (including provision of services to the public). The County's license rights to the Third Party Software will be governed by the third party's end user license agreement(s). Contractor also represents and warrants that it has all rights to grant or transfer the license to the Third Party Software to County. Upon payment in full of any Third Party Software license fees, Contractor shall pass through all applicable third party warranties to County. If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, the County will be required to pay such additional future fee. The right to transfer any Third Party Software to a replacement hardware system is governed by the Developer. The County will give Contractor advance written notice of any such transfer, and will pay Contractor for any required or requested technical assistance associated with such transfer. County acknowledges that Contractor is not the developer of the Third Party Software. Contractor does not warrant or guarantee the performance of the Third Party Software. However, Contractor grants and passes through to County any warranty Contractor may receive from the Developer of the Third Party Software.

37.3 Contractor shall immediately repair and/or replace any Tyler Software component not conforming to the limited warranty provided in Section 37.2, or re-perform services to conform to the services warranty in Section 10.6. Within the first twenty-four (24) months following the County's first use of the Tyler Software in live production, if after notice, Contractor is unable to repair or replace a Defective component of the Tyler Software, Contractor shall

promptly provide a replacement product at Contractor's expense. For the purposes of this paragraph, "replacement product" shall be understood to include the license to the replacement software Contractor identifies, Contractor's related service costs, and County's commercially reasonable internal costs to facilitate the replacement. If Contractor is unable to provide a replacement product, the County may terminate this Agreement pursuant to Section 6.2. This remedy is non-exclusive of other remedies and rights that may be exercised by the County.

37.4 Unless otherwise specified, the Contractor does not warrant that any Software provided hereunder is error-free or that it will run without immaterial interruption.

37.5 Contractor does not warrant and will have no responsibility for a claim related to an alleged defect in the Tyler Software to the extent that it arises directly from (A) a modification made to the Tyler Software by the County, unless such modification is approved or directed by Contractor, (B) use of Software in combination with or on products other than as specified by Contractor, or (C) misuse by the County.

37.6 All warranties, including special warranties specified elsewhere herein, shall inure to the County, its successors, assigns, customer agencies, and governmental users of the Deliverables and/or services.

37.7 Should any Deliverable contain embedded or third party software without a license as specified in section 37.2.3, Contractor shall immediately obtain a license for County's benefit at no cost to the County. Said license shall conform to the requirements set forth in section 37.2.3.

38. COOPERATION WITH REVIEW

38.1 Contractor shall provide commercially reasonable cooperation with County's periodic audit of payments made to Contractor based on Contractor's performance under this Agreement. Contractor shall make itself reasonably available onsite to facilitate that audit, as requested by the County, upon reasonable advanced notice. Any travel expenses incurred based on County's requested onsite participation of Contractor shall be at County's expense, and not subject to the cap referenced in Section 21.4, unless it is concluded that Contractor has made significant errors in its invoicing of County, as set forth in Section 39.3, below.

38.2 Contractor agrees to extend to the County or his/her designees and/or designated auditor of the County, the right to monitor or otherwise evaluate all work performed and all records, including service records and procedures to assure that the project is achieving its purpose, that all applicable federal, state, and local laws and regulations are met, and that adequate internal fiscal controls are maintained.

39. AUDIT RIGHTS

39.1 Pursuant to California Government Code Section 8546.7, the parties acknowledge and agree that every contract involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000 USD) shall be subject to audit by the State Auditor.

39.2 All payments made under this Agreement shall be subject to an audit at County's option, and shall be adjusted in accordance with said audit. Adjustments that are found necessary as a result of auditing may be made from current billings. Any disputes over County's audit findings and/or adjustments to current billings shall be decided according to Section 23, Resolution of Disputes.

39.3 To the extent it is determined that Contractor made significant errors in its invoicing to County, as confirmed through the process set forth in Section 39.2, above, Contractor shall pay to County the full amount of the audit determined to be due as a result of

those confirmed errors. The audit rights established under this Section are in addition to other inspection and access rights specified in this Agreement. .

40. ACCESS AND RETENTION OF RECORDS AND PROVISION OF REPORTS

40.1 Contractor shall maintain financial records adequate to show that County funds paid were used for purposes consistent with the terms of the Agreement between Contractor and County. Records shall be maintained during the terms of the Agreement and for a period of four (4) years from its termination, or until all claims have been resolved, whichever period is longer, unless a longer period is required under any contract between the parties.

40.2 All books, records, reports, and accounts maintained pursuant to the Agreement, or related to the Contractor's activities under the Agreement, shall be open to inspection, examination, and audit by County, federal and state regulatory agencies, and to parties whose Agreements with the County require such access. County shall have the right to obtain copies of any and all of the books and records maintained pursuant to the Agreement, upon the payment of reasonable charges for the copying and delivery of such records.

41. ACCESS TO BOOKS AND RECORDS PURSUANT TO THE SOCIAL SECURITY ACT

If and to the extent that, Section 1861 (v) (1) (1) of the Social Security Act (42 U.S.C. Section 1395x (v) (1) (1) is applicable, Contractor shall maintain such records and provide such information to County, to any payer which contracts with County and to applicable state and federal regulatory agencies, and shall permit such entities and agencies, at all reasonable times upon request, to access books, records and other papers relating to the Agreement hereunder, as may be required by applicable federal, state and local laws, regulations and ordinances. Contractor agrees to retain such books, records and information for a period of at least four (4) years from and after the termination of this Agreement. Furthermore, if Contractor carries out any of its duties hereunder, with a value or cost of Ten Thousand Dollars (\$10,000 USD) or more over a twelve (12) month period, through a subcontract with a related organization, such subcontract shall contain these same requirements. This provision shall survive the termination of this Agreement regardless of the cause giving rise to the termination.

42. NON-DISCRIMINATION

Contractor shall comply with all applicable federal, state, and local laws and regulations, including Santa Clara County's policies, concerning nondiscrimination and equal opportunity in contracting. Such laws include, but are not limited to, the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (§§ 503 and 504); California Fair Employment and Housing Act (Government Code §§ 12900 et seq.); and California Labor Code §§ 1101 and 1102. Contractor shall not discriminate against any employee, subcontractor or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in provision of services provided under this Agreement because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status. Contractor's violation of this provision shall be deemed a material default by Contractor giving County a right to terminate the Agreement for cause.

43. DEBARMENT

Contractor represents and warrants that it, its employees, contractors, subcontractors or agents are not suspended, debarred, excluded, or ineligible for participation in Medicare, Medi-

Cal or any other federal or state funded health care program, or from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. Contractor must within thirty (30) calendar days advise the County if, during the term of this Agreement, Contractor becomes suspended, debarred, excluded or ineligible for participation in Medicare, Medi-Cal or any other federal or state funded health care program, as defined by 42. U.S.C. 1320a-7b(f), or from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. Contractor shall defend, indemnify, and hold the County harmless for any loss or damage resulting from the conviction, debarment, exclusion or ineligibility of the Contractor.

44. RIGHTS IN WORK PRODUCT

44.1 All inventions, discoveries, intellectual property, technical communications and records originated or prepared by the Contractor pursuant to this Agreement including papers, reports, charts, computer programs, and other Documentation or improvements thereto, and including Contractor's administrative communications and records relating to this Agreement (collectively, the "Work Product"), shall be Contractor's exclusive property. Contractor will grant the County a license in accordance with Section 4, to the same.

45. PROTECTION OF PROPRIETARY SOFTWARE AND OTHER PROPRIETARY DATA

45.1 The County agrees that all material appropriately marked or identified in writing as proprietary and furnished hereunder are provided for County's use for the purposes of this Agreement only. All such proprietary data shall remain the property of the Contractor. County agrees to take reasonable steps to insure that such proprietary data is not disclosed to others, without prior written consent of the Contractor, subject to the California Public Records Act ("CPRA").

45.2 The County will ensure, prior to disposing of any media, that any licensed materials contained thereon have been erased or otherwise destroyed.

45.3 The County agrees that it will take appropriate action by instruction, agreement or otherwise with its employees or other persons permitted access to licensed software and other proprietary data to satisfy its obligations under this Agreement with respect to use, copying, modification, protection and security of proprietary software and other proprietary data.

46. COUNTY DATA

46.1 "County Data" shall mean data and information received by Contractor from County. As between Contractor and County, all County Data shall remain the property of the County. Contractor shall not acquire any ownership interest in the County Data.

46.2 Contractor shall not, without County's written permission consent, use or disclose the County Data other than in the performance of its obligations under this Agreement.

46.3 Contractor shall be responsible for establishing and maintaining an information security program that is designed to ensure the security and confidentiality of County Data, protect against any anticipated threats or hazards to the security or integrity of County Data, protect against unauthorized access to or use of County Data that could result in substantial harm or inconvenience to County or any end users; and ensure the proper disposal of County data upon termination of this Agreement.

46.4 Contractor shall take appropriate action to address any incident of unauthorized access to County Data, including addressing and/or remedying the issue that resulted in such unauthorized access, notifying County as soon as possible of any incident of unauthorized access to County Data, or any other breach in Contractor's security that materially affects

County or end users; and be responsible for ensuring compliance by its officers, employees, agents, and subcontractors with the confidentiality provisions hereof.

46.5 Should confidential and/or legally protected County Data be divulged to unauthorized third parties, Contractor shall comply with all applicable federal and state laws and regulations, including but not limited to California Civil Code Sections 1798.29 and 1798.82 at Contractor's sole expense (if applicable). Contractor shall not charge the County for any expenses associated with Contractor's compliance with the obligations set forth in this section.

47. CONTRACTOR DATA

47.1 "Contractor Data" shall mean data and information received by County from Contractor. As between Contractor and County, all Contractor Data shall remain the property of the Contractor. County shall not acquire any ownership interest in the Contractor Data.

47.2 Subject to the CPRA provision set forth in paragraph 49, below, County shall not, without Contractor's written permission consent, use or disclose the Contractor Data other than in the performance of its obligations under this Agreement.

48. SOFTWARE SOURCE CODE ESCROW

Contractor maintains an escrow agreement with a third party under which Contractor places the source code for each major release of the Tyler Software. County may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee set forth in the Investment Summary. County will be responsible for maintaining its 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.

49. CALIFORNIA PUBLIC RECORDS ACT INDEMNITY

The County is a public agency subject to the disclosure requirements of the CPRA. If the County receives a CPRA request for documents (as defined by the CPRA) and said request relates to the Deliverables and/or services provided pursuant to this Agreement, the County will notify Contractor of the request and confer with Contractor regarding an appropriate response to said request. If Contractor contends that any documents are Contractor's confidential or proprietary material, not subject to the CPRA, and/or exempt from the CPRA, and Contractor wishes to prevent disclosure of said documents, Contractor shall instruct County to withhold said documents. If Contractor fails to respond to County in writing prior to the County's deadline for responding to the CPRA request, the County may disclose the requested information under the CPRA without liability to the County. Contractor shall defend, indemnify and hold the County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and reasonable attorney fees) that may result from denial of a CPRA request made at Contractor's instruction.

50. SEVERABILITY

Should any part of the Agreement between County and the Contractor or any individual contract release purchase order be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the Agreement or any individual contract release purchase order which shall continue in full force and effect, provided that such remainder can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

51. NON-WAIVER

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement will be effective unless it is in writing and signed by County. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless the writing signed by the County so specifies.

52. USE OF COUNTY’S NAME FOR COMMERCIAL PURPOSES

Contractor may not use the name of the County or reference any endorsement from the County in any fashion for any purpose, without the prior express written consent of the County as provided by the Director of Procurement, or authorized designee.

53. HEADINGS AND TITLES

The titles and headings in this Agreement are included principally for convenience and do not by themselves affect the construction or interpretation of any provision in this Agreement, nor affect any of the rights or obligations of the parties to this Agreement.

54. HANDWRITTEN OR TYPED WORDS

Handwritten or typed words have no greater weight than printed words in the interpretation or construction of this Agreement.

55. AMBIGUITIES

Any rule of construction to the effect that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement. Should any ambiguities or conflicts between contract terms and conditions contained in this Agreement and its exhibits exist, the terms and conditions in this Agreement shall control over its exhibits.

56. ENTIRE AGREEMENT

This Agreement and its exhibits (if any) constitute the final, complete and exclusive statement of the terms of the agreement between the parties. It incorporates and supersedes all the agreements, covenants and understandings between the parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

57. EXECUTION & COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. The parties agree that this Agreement, its amendments, and ancillary agreements to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature must be treated in all respects as having the same effect as an original signature. The original signature copy must be sent to the County by United States Postal Service mail, sent by courier or delivered by hand.

58. NOTICES

All deliveries, notices, requests, demands or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail, return receipt requested; when sent by overnight carrier; or upon email confirmation to sender of receipt of a facsimile communication which is followed by a mailed hard copy from sender. Notices shall be addressed to:

COUNTY:

Name: Katherine Wasserlauf
Contract Administrator
c/o Procurement Department
2310 North First Street, Suite 201
San Jose, CA 95131-1040

CONTRACTOR:

Name: Brett Cate

Title: President, Local Government Division

Company: Tyler Technologies, Inc.

Address 1: 5519 53rd Street

City: Lubbock

State: Texas

Zip: 79414

Each party may designate a different person and address by sending written notice to the other party, to be effective no sooner than ten (10) calendar days after the date of the notice.

59. PROJECT MANAGER

Contractor must assign a Project Manager and Account Manager to the County. The Project Manager will facilitate the implementation process and contract relationship, and be fully responsible and accountable for fulfilling the County's requirements. Contractor represents and warrants that such person will ensure that the County receives adequate implementation support, problem resolution assistance and required information on a timely basis. The Account Manager will be a single point of contact within Contractor's accounting department with whom the County may communicate regarding an invoice.

60. SURVIVAL

All representations, warranties, indemnities, and covenants contained in this Agreement, or in any instrument, certificate, exhibit, or other writing intended by the parties to be a part of their Agreement, will survive the termination of this Agreement.

61. GOVERNING LAW, JURISDICTION AND VENUE

This Agreement shall be construed and interpreted according to the laws of the State of California, excluding its conflict of law principles. Proper venue for legal actions shall be exclusively vested in state court in the County of Santa Clara or the United States District Court for the Northern District of California. The parties agree that subject matter and personal jurisdiction are proper in state court in the County of Santa Clara or the United States District Court for the Northern District of California, and waive all venue objections.

62. NO SMOKING

Contractor and its employees, agents and subcontractors, shall comply with the County's No-Smoking Policy, as set forth in the Board of Supervisors Policy Manual section

3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all County-owned and operated health facilities, (2) within 30 feet surrounding County-owned buildings and leased buildings where the County is the sole occupant, and (3) in all County vehicles.

63. NO INTENDED THIRD PARTY BENEFICIARIES

This Agreement is entered into solely for the benefit of the County and Contractor. 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).

64. BEVERAGE NUTRITIONAL

If Contractor provides beverages through County departments, or at County programs, sponsored meetings, sponsored events, or at County owned/operated facilities, Contractor shall not use County funds to purchase beverages that do not meet the County's nutritional beverage criteria, if applicable. The six categories of nutritional beverages that meet these criteria are (1) water with no additives; (2) 100% fruit juices with no added sugars, artificial flavors or colors (limited to a maximum of 10 ounces per container); (3) dairy milk, non-fat, 1% and 2% only, no flavored milks; (4) plant derived (i.e., rice, almond, soy, etc.) milks (no flavored milks); (5) artificially-sweetened, calorie-reduced beverages that do not exceed 50 calories per 12-ounce container (teas, electrolyte replacements); and (6) other non-caloric beverages, such as coffee, tea, and diet sodas. These criteria may be waived in the event of an emergency or in light of medical necessity.

65. ASSIGNMENT OF CLAYTON ACT, CARTWRIGHT ACT CLAIMS

Contractor hereby assigns to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the County pursuant to this Agreement.

66. ELECTRONIC COPY OF SIGNED AGREEMENT

All parties agree that an electronic copy of a signed contract shall have the same force and effect as an original signed contract provided that the Contractor agrees to deliver to the County the original signed contract within 7 business days of sending an electronic copy. The term "electronic copy" for purposes of this provision refers to a transmission by facsimile or electronic mail in a portable document format.

**EXHIBIT B
PRICING AND COMPENSATION PLAN**

The following Investment Summary and Pricing and Compensation Plan details the software, products, and services to be delivered by Contractor to the County under Exhibit C- County Requirement and Scope of Work.

Section I – One Time Costs

DESCRIPTION	PRICE
1. Software (Eagle Document Management System)	\$ 561,050
2. Hardware	\$ 0
3. Customization	\$ 0
4. Installation/Implementation	Not to Exceed \$ 468,230
5. Project Management	Not to Exceed \$ 280,000
6. Training, including all materials	Not To Exceed \$ 66,080
7. Travel Expenses (Total from Section II below)	Not to Exceed \$ 150,495
8. Other One-time Costs (Total from Section III below)	\$ 72,960
9. Applicable Sales Tax	\$ 0

Note: 1) Software cost will be a site license for Santa Clara County for licensing for all modules of the Eagle Document Management System. No additional costs will arise for additional full-user licenses nor for any additional public workstation prices for the County. Maintenance and Support fees shall include all applicable updates and upgrades to the software during the contract period as provided in the Maintenance and Support Agreement.

Note: 2) Intentionally Deleted

Section II – Travel Expenses

Contractor shall bill County Travel Expenses as incurred and only in accordance with County’s Business Travel Policy. Contractor shall obtain County’s prior, written approval for any travel and out-of-pocket expense. Contractor shall be responsible for all travel and out-of-pocket expenses incurred without County’s prior, written approval. All travel and out-of-pocket expenses shall comply with County’s Travel Policy, attached as Exhibit F. Contractor shall be solely responsible for any travel and out-of-pocket expense that does not comply with Exhibit F.

Contractor shall not bill County more than the not-to-exceed amount as listed below, without County’s prior written consent in a change order or addendum, as applicable, not to be unreasonably withheld.

Description	Cost
1. <u>Analysis and design – see note 3</u>	<u>Not to Exceed \$10,985</u>
2. <u>Installation and user Acceptance – see note 4</u>	<u>Not to Exceed \$30,515</u>
3. <u>Test, train and go live including OCR – see notes 5 and 6</u>	<u>Not to Exceed \$108,995</u>

Note: 3) Business Analysis of current processes up to 216 hours onsite (three weeks, two people), then four weeks for further analysis.

Note: 4) Software staging up to 1,500 hours (includes both Recorder and Clerk, includes Self Service, Forms, and Reports as required in the RFP)

Note: 5) On-Site training, including up to 40 hours for training preparation, 432 hours of training, based on a train-the-trainer approach, requiring four weeks for three resources.

Note: 6) Go Live support, for 900 hours based on one location – six consultants weeks 1 and 2, four consultants week 3, three consultants week 4, two consultants weeks 5 and 6, one consultant weeks 7 and 8.

Section III – Other One-time Costs

Description	Cost
1. <u>Conversion, redactions and annotations</u>	<u>\$ 25,500</u>
2. <u>EQD Training</u>	<u>\$ 14,000</u>
3. <u>OCR (automated indexing and redaction) Stage and install</u>	<u>\$ 5,460</u>
4. <u>OCR (automated indexing and redaction) Training</u>	<u>\$28,000</u>

Total: \$72,960

Section IV – Recurring Annual Fee

MAINTENANCE AND SUPPORT	ANNUAL FEE
1. Year One	\$189,497
2. Year Two	\$198,972
3. Year Three	\$208,920
4. Year Four (optional)	\$219,366
5. Year Five (optional)	\$230,334
TOTAL	\$1,047,089

ESCROW ACCOUNT	ANNUAL FEE
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1. Year One	\$750
2. Year Two	\$750
3. Year Three	\$750
4. Year Four	\$750
5. Year Five	\$750
TOTAL	\$3,750

Section V – Invoicing and Payment

Invoicing: Contractor will invoice County for the applicable license fees, products, and services in the Investment Summary as set forth below. The County’s rights to dispute any invoice are set forth in the Agreement.

Payment Milestones	
Software, Implementation and Services	Total Fees
Milestone 1 - Initial Download of Eagle Recorder Software	30% of Software
Milestone 2 - Project Initiation & Planning Kickoff Meeting Project Plan Onsite BPR	20% of Services
Milestone 3 - Completion of Eagle Recorder User Training Providing TylerU and onsite training of Train the Trainer staff Bulk Conversion Delivery	30% of Services, 60% of Software
Milestone 4 - UAT Completion of UAT	30% of Services
Milestone 5 - Go Live Gap Conversion	10% of Software, 10% of Services
Post Go Live Development Deliverables	10% of Services
Totals	100% of Software 100% of Services

1. Tyler Software.

1.1 *License Fees:* License fees are invoiced upon signoff of the associated milestone, as set forth in the Statement of Work. Such signoff not to be unreasonably withheld.

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. Prices for years one through five are as listed in the Investment Summary and will be invoiced annually in advance on the anniversary of that earlier-of date. Subsequent maintenance and support fees, at Contractor's then-current rates, will be invoiced annually in advance on the anniversary of that earlier-of date.

2. Professional Services.

2.1 *Installation/Implementation and Other Professional Services (including project management and training):* Installation/Implementation and other professional services listed in the Investment Summary and Statement of Work (including project management and training) are billed upon signoff of the associated milestone, as set forth in the SOW. Such signoff not to be unreasonably withheld. Total amounts of fees for *Installation/Implementation and Other Professional Services (including project management and training)* listed in the Investment Summary and Statement of Work shall not exceed the not-to-exceed amounts as listed in Section I of this Exhibit B, without County's prior written consent in a change order or addendum, as applicable, not to be unreasonably withheld. A change order shall only be applicable to the County's requests for services that are outside of the scope described in the SOW.

2.2 *Requested Modifications to the Tyler Software:* At this time, no modifications have been requested. Contractor's hourly rate for modifications is currently \$250, and is subject to change after the first twelve (12) months following execution of this Agreement. Requested modifications to Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification, or as otherwise agreed to by the parties in writing. County 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 contractor makes it available to County for downloading.

3.2 *Third Party Software Maintenance:* The first year maintenance for the Third Party Software is invoiced when Contractor makes it available to County for downloading.

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

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. Maintenance and support fees are due on each anniversary of the Available Download Date. Contractor prefers to receive payments electronically. Contractor's 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

EXHIBIT C
County Requirement and Scope of Work

A. Software System

Eagle Recorder Document Management System

B. Installation & Implementation

See Appendix A- Statement of Work/Software and Implementation Services

C. Maintenance and Support

Term. Contractor provides 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 Contractor makes the applicable Tyler Software available to the County 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.

1. Maintenance and Support Fees. The County's initial maintenance and support fees for the Tyler Software licensed to the County are listed in the Investment Summary of the Agreement. Those amounts are payable in accordance with the Invoicing and Payment Policy. Contractor reserves the right to suspend maintenance and support services if the County fails to pay undisputed maintenance and support fees within sixty (60) days of the due date. Contractor will reinstate maintenance and support services only if the County pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
2. Maintenance and Support Services. As long as the County is trained on the Tyler Software, and timely pays its maintenance and support fees, Contractor will, consistent with its then-current Support Call Process:
 - 2.1 perform its 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 the Agreement; provided, however, that if the County modifies (other than application configuration done through the Tyler Software's graphic user interface) the Tyler Software without Contractor's consent, Contractor's obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 2.2 provide telephone support during Contractor's established support hours;
 - 2.3 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;
 - 2.4 provide the County with a copy of all releases to the Tyler Software (including updates and enhancements) that Contractor makes generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 2.5 support prior releases of the Tyler Software in accordance with Contractor's then-current release life cycle policy.
3. Client Responsibilities. Contractor will use all reasonable efforts to perform any maintenance and

support services remotely. Currently, Contractor uses a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, the County agrees to maintain a high-speed internet connection capable of connecting Contractor to the County's PCs and server(s). The County agrees to provide Contractor with a login account and local administrative privileges as Contractor may reasonably require to perform remote services. Contractor will, at its option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If Contractor can't resolve a support issue remotely, Contractor may be required to provide onsite services. In such event, the County agrees to provide Contractor 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 Contractor to provide the maintenance and support services, all at no charge to Contractor. Contractor strongly recommends that the County also maintain a VPN for backup connectivity purposes.

4. 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 Contractor 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 Contractor's normal business hours as listed in Contractor's 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 the County at Contractor's then current rates. Contractor does not guarantee resolution of a Defect in a version of the Tyler Software Products older than one version behind the then-current release. Contractor reserves the right to decline support calls from users who have not received the required training on the Tyler Software.
5. Current Support Call Process. Contractor's current Support Call Process for the Tyler Software is as follows,



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

EXHIBIT D
INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICES CONTRACTS
(e.g. Medical, Legal, Financial services, etc.)

Insurance

Without limiting the Contractor's indemnification obligations to the County, as set forth in the Agreement, Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverage's and provisions:

A. Evidence of Coverage

Prior to commencement of services pursuant to this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required.

B. Qualifying Insurers

All coverage, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without Contractor providing 30 days' prior written notice of such cancellation to be delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence -\$1,000,000
- b. General aggregate -\$2,000,000
- c. Personal Injury -\$1,000,000

2. General liability coverage shall include:

- a. Premises and Operations
- b. Personal Injury liability
- c. Severability of interest

3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, shall be added as additional insureds to the general liability policy.

Insurance afforded by the additional insured endorsement shall apply as primary insurance for claims for which Contractor is responsible, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy for claims for which Contractor is responsible. Public Entities may also be added to the additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to owned, non-owned and hired vehicles.

5. Workers' Compensation and Employer's Liability Insurance

a. Statutory California Workers' Compensation coverage including broad form all-states coverage.

b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

6. Professional Liability Insurance

a. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) aggregate

b. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.

7. Claims Made Coverage

Coverage is written on a claim made basis. In addition to coverage requirements above, such policy shall provide that:

a. Policy retroactive date coincides with or precedes the Contractor's start of work (including subsequent policies purchased as renewals or replacements).

b. Policy allows for reporting of circumstances or incidents that might give rise to future claim.

E. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.

2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor.

However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be, upon written request, disclosed in writing to the County. The County may request, in writing, satisfactory evidence of financial capacity. Contractor's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.

3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.

EXHIBIT E

VENDOR REMOTE ACCESS AGREEMENTS

1. Scope of Access

a. "Remote Access" is the act of accessing County of Santa Clara ("County") systems from a non-County network infrastructure. "Systems" include personal computers, workstations, servers, mainframes, phone systems, and/or any device with network capabilities (e.g., a workstation with an attached modem, routers, switches, laptop computers, handheld devices).

b. County hereby grants Remote Access privileges for Contractor to access the following County systems, at the locations listed, collectively referred to as "IS," in accordance with the terms of the Agreement:

County Systems: _____

c. All other forms of access to the named Systems, or to any County System that is not specifically named, is prohibited. County acknowledges that Contractor has recommended use of a third-party secure unattended connectivity tool called Bomgar. County further acknowledges that Tyler will not be responsible for delays in service or support resulting from County's election to not use this tool.

d. Remote Access is granted for the purpose of Contractor providing services and performing its obligations as set forth in the Agreement including, but not limited to, supporting Contractor-installed programs. Any access to IS and/or County data or information that is not specifically authorized under the terms of this Agreement is prohibited and may result in contract termination and any penalty allowed by law.

e. County will review the scope of Contractor's Remote Access rights periodically. In no instance will Contractor's Remote Access rights be reduced, limited or modified in a way that prevents or delays Contractor from performing its obligations as set forth in the Agreement. Any modifications to Remote Access rights must be mutually agreed to in writing by County and Contractor.

2. Security Requirements

a. Contractor will not install any Remote Access capabilities on any County owned or managed system or network unless such installation and configuration is approved in writing by County's and Contractor's respective designees.

b. Contractor may only install and configure Remote Access capabilities on County systems or networks in accordance with industry standard protocols and procedures, which must be reviewed and approved by County's designee.

c. Contractor will only Remotely Access County systems, including access initiated from a County system, if the following conditions are met:

1. Contractor will submit documentation verifying its own network security mechanisms to County for County's review and approval. The County requires advanced written approval of Contractor's security mechanisms prior to Contractor being granted Remote Access.

2. Contractor Remote Access must include the following minimum control mechanisms:

a. Two-Factor Authentication: An authentication method that requires two of the following three factors to confirm the identity of the user attempting Remote Access. Those factors include: 1) something you possess (e.g., security token and/or smart card); 2) something you know (e.g., a personal identification number (PIN)); or 3) something you are (e.g., fingerprints, retina scan). The only exceptions are County approved County site to Contractor site Virtual Private Network (VPN) infrastructure.

b. Centrally controlled authorizations (permissions) that are user specific (e.g., access lists that limit access to specific systems or networks).

c. Audit tools that create detailed records/logs of access attempts.

d. All Contractor systems used to Remotely Access County systems must have industry-standard anti-virus and other security measures that might be required by the County (e.g., software firewall) installed, configured, and activated.

e. Access must be established through a centralized collection of hardware and software centrally managed and controlled by County's and Contractor's respective designees.

3. Monitoring/Audit

County will monitor access to, and activities on, County owned or managed systems and networks, including all Remote Access attempts. Data on all activities will be logged on a County managed system and will include the date, time, and user identification.

4. Copying, Deleting or Modifying Data

Contractor is prohibited from copying, modifying, or deleting any data contained in or on any County IS unless otherwise stated in the Agreement or unless Contractor receives prior written approval from County. This does not include data installed by the Contractor to fulfill its obligations as set forth in the Agreement.

5. Connections to Non-County Networks and/or Systems

Contractor agrees to make every effort to protect County's data contained on County owned and/or managed systems and networks within Contractor's control from unauthorized access. Prior written approval is required before Contractor may access County networks or systems from non-County owned and/or managed networks or systems. Such access will be made in accordance with industry standard protocols and procedures as mutually agreed upon and will be approved in writing by County in a timely manner. Remote Access must include the control mechanisms noted in Paragraph 2.c.2 above.

6. Person Authorized to Act on Behalf of Parties

The following persons are the designees for purposes of this Agreement:

Contractor: Title/ Designee _____

County: Title/ Designee _____

Either party may change the aforementioned names and or designees by providing the other party with no less than three (3) business days prior written notice.

7. Remote Access Provisions

Contractor agrees to the following:

- a. Only staff providing services or fulfilling Contractor obligations under the Agreement will be given Remote Access rights.
- b. Any access to IS and/or County information that is not specifically authorized under the terms of this Agreement is prohibited and may result in contract termination and any other penalty allowed by law.
- c. An encryption method reviewed and approved by the County will be used. County is solely responsible and liable for any delay or failure of County, as applicable, to approve the encryption method to be used by Contractor where such delay or failure causes Contractor to fail to meet or perform, or be delayed in meeting or performing, any of its obligations under the Agreement.
- d. Contractor will be required to log all access activity to the County. These logs will be kept for a minimum of 90 days and be made available to County no more frequently than once every 90 days.

8. Remote Access Methods

- a. All forms of Remote Access will be made in accordance with mutually agreed upon industry standard protocols and procedures, which must be approved in writing by the County.
- b. A Remote Access Back-Up Method may be used in the event that the primary method of Remote Access is inoperable.
- c. Contractor agrees to abide by the following provisions related to the Primary and (if applicable) Backup Remote Access Methods selected below. (Please mark appropriate box for each applicable Remote Access Method; if a method is inapplicable, please check the box marked N/A).

1. VPN Site-to-Site Primary Backup N/A

The VPN Site-to-Site method involves a VPN concentrator at both the vendor site and at the County, with a secure “tunnel” opened between the two concentrators. If using the VPN Site-to-Site Method, Contractor support staff will have access to the designated software, devices and systems within the County, as specified above in Paragraph 1.b, from selected network-attached devices at the vendor site.

2. VPN Client Access Primary Backup N/A

In the VPN Client Access method, a VPN Client (software) is installed on one or more specific devices at the Contractor site, with Remote Access to the County (via a County VPN concentrator) granted from those specific devices only.

A CryptoCard will be issued to the Contractor in order to authenticate Contractor staff when accessing County IS via this method. The Contractor agrees to the following when issued a CryptoCard authentication device:

- a. Because the CryptoCard allows access to privileged or confidential information residing on the County’s IS, the Contractor agrees to treat the CryptoCard as it would a signature authorizing a financial commitment on the part of the Contractor.
- b. The CryptoCard is a County-owned device, and will be labeled as such. The label must remain attached at all times.
- c. The CryptoCard must be kept in a secured environment under the direct control of the Contractor, such as a locked office where public or other unauthorized access is not allowed.

d. If the Contractor's remote access equipment is moved to a non-secured site, such as a repair location, the CryptoCard will be kept under Contractor control.

e. The CryptoCard is issued to an individual employee of the Contractor and may only be used by the designated individual.

f. If the CryptoCard is misplaced, stolen, or damaged, the Contractor will notify County by phone within one (1) business day.

g. Contractor agrees to use the CryptoCard as part of its normal business operations and for legitimate business purposes only.

h. The CryptoCard will be issued to Contractor following execution of this Agreement. The CryptoCard will be returned to the County's designee within five (5) business days following contract termination, or upon written request of the County for any reason. Contractor will notify County's designee within one working day of any change in personnel affecting use and possession of the CryptoCard. Contractor will obtain the CryptoCard from any employee who no longer has a legitimate need to possess the CryptoCard. Lost or non-returned CryptoCards will be billed to the Contractor in the amount of \$300 per card.

i. Contractor will not store password documentation or PINs with CryptoCards.

j. Contractor agrees that all employees, agents, contractors, and subcontractors who are issued the CryptoCard will be made aware of the responsibilities set forth in this Agreement in written form. Each person having possession of a CryptoCard will execute this Agreement where indicated below certifying that they have read and understood the terms of this Agreement.

3. County-Controlled VPN Client Access. Primary. Backup .N/A

This form of Remote Access is similar to VPN Client access, except that the County will maintain control of the CryptoCard authentication token and a PIN number will be provided to the Contractor for use as identification for Remote Access purposes. When the Contractor needs to access County IS, the Contractor must first notify the County's designee.

The County's designee will verify the PIN number provided by the Contractor. After verification of the PIN the County's designee will give the Contractor a one-time password which will be used to authenticate Contractor when accessing the County's IS. Contractor agrees to the following:

a. Because the PIN number allows access to privileged or confidential information residing on the County's IS, the Contractor agrees to treat the PIN number as it would a signature authorizing a financial commitment on the part of the Contractor.

b. The PIN number is confidential, County-owned, and will be identified as such.

c. The PIN number must be kept in a secured environment under the direct control of the Contractor, such as a locked office where public or other unauthorized access is not allowed.

d. If the Contractor's remote access equipment is moved to a non-secured site, such as a repair location, the PIN number will be kept under Contractor control.

e. The PIN number can only be released to an authorized employee of the Contractor and may only be used by the designated individual.

f. If the PIN number is compromised or misused, the Contractor will notify the County's designee within one (1) business day.

g. Contractor will use the PIN number as part its normal business operations and for legitimate business purposes only. Any access to IS and/or County data information that is not specifically authorized under the terms of this Agreement is prohibited and may result in contract termination and any other penalty allowed by law.

h. The PIN number will be issued to Contractor following execution of this Agreement.

i. The PIN number will be inactivated by the County's designee within five (5) business days following contract termination, or as required by the County for any reason.

4. Manually Switched Dialup Modem Primary Backup N/A

Although not generally used, the Contractor may be provided Remote Access to County IS using a dialup modem. Contractor agrees to the following if using Switched Dialup Modem access:

a. Contractor will use reasonable efforts to notify the County’s Technical Services Manager or designee at least ½ hour prior to access to allow County to activate the Switched Dialup Modem connection. Contractor will give the estimated time that the connection will be required, and specify when the access can be deactivated by County.

b. County acknowledges that Contractor may not be able to provide certain of its services (including, but not limited to, implementation services, maintenance and support (including Standard Support Services) and training services) using a Switched Dialup Modem connection.

c. County is solely responsible and liable for any inability or delay in Contractor performing its obligations under the Agreement where such inability or delay is caused by the use of a Switched Dialup Modem connection.

Signatures of Contractor Employees receiving CryptoCards (if issued by County):

CONTRACTOR: _____

Type Name: _____

Title: _____

Date: _____

CONTRACTOR: _____

Type Name: _____

Title: _____

Date: _____

CONTRACTOR: _____

Type Name: _____

Title: _____

Date: _____

EXHIBIT F COUNTY TRAVEL POLICY



County of Santa Clara

TRAVEL POLICY 2010

Quick Reference Guide for Contractors



Introduction

This is a quick reference guide to travel policies and procedures contained in the County's Travel Policy Desk Reference Manual. It is NOT meant to provide comprehensive information. County Service Agreements and Contracts shall be written to comply with County Travel Policy when terms include travel provisions for contractor whose travel expenses are paid by the County, unless grant specifically authorizes in writing that a different policy shall apply.

Guiding Principles

Payment of travel expenses are limited to training and business purposes that benefit the County. All expenses incurred while on County business should reflect reasonable and prudent use of public funds. Contractors should choose the most efficient, direct and economic travel options required by the occasion.

Travel Authorization

Travel expenses submitted by the contractor are reimbursable by the County only through a written contractual obligation signed by both parties. Contractor is obligated to follow the policies and procedures described therein. Contractor shall ensure that all travel on behalf of the County is necessary and allowable prior to making any reservation or embarking on the trip.

Department Contractor Monitor approving the travel expenses shall determine:

1. if the trip is necessary
2. if the business reason for the trip is justified
3. if the business purpose could be accomplished by telephone, email or other means
4. if the estimated cost justifies the trip

Reservations for Airfare and Car Rental

Depending on the language in the Contract, reservation required for official travel by contractor can be arranged through designated travel agency whenever practicable or by contractor when lowest available rate can be obtained and price is comparable to those obtained from travel agency.

Reimbursable Travel Costs

Reimbursable travel costs are limited to those that are actual and necessary. When arranging for travel, Contractor should consider any special rates, promotions, etc., which would reduce County cost. For example, some special rates are available to those who are traveling on government business.

Transportation Costs

In determining the mode of transportation, Contractor should consider relative costs, time efficiencies, and the number of people traveling together.

County will reimburse Contractor for standard coach airfare at the lowest available rate, and reasonable and actual add-on airline fee when submitted with receipt(s).

Contractors who use private auto for traveling on County business will be reimbursed at the current IRS published rate. When traveling to a destination with scheduled airline service, the mileage payment may not exceed the equivalent coach class airfare plus avoided mileage to/from airport and local airport parking cost. Rental car rate should be comparable to State rental car contract with low base rate. Reimbursement is limited to standard sedan or vehicle commensurate with the requirement of the trip with proper approval. The car must be turned in promptly. Additional daily charges will not be reimbursed. Current proof of auto insurance must be provided when requesting mileage or rental car reimbursement for County business.

Travel Insurance

The Contractor assumes all risks and expenses associated with obtaining insurance deemed necessary when using a private vehicle or rental vehicle for business-related travel. The cost of such insurance is not reimbursable. It is the Contractor's responsibility to protect against damage to his/her vehicle and legal liability in the form of insurance that complies with State of California law and Insurance Code.

Lodging Costs

Lodging expenses will be reimbursed at the actual expenses up to the federal per diem rate plus hotel tax. Itemized receipt must be provided.

Meal Costs

Meals on authorized County business will be reimbursed at the federal meal per diem rate.

Federal Per Diem Rate

For Travel within the Continental US, use rate listed on <http://www.gas.gov/>

- Includes 48 contiguous States and District of Columbia high cost locations
- Applies to short term travel (29 days or fewer)
- Use County Code (www.naco.org) search when the city is not listed and to identify if the city is in a high cost county
- If neither city nor county is listed, use CONUS standard lodging/meal rate

Incidental and Other Reimbursable Expenses

Reasonable and necessary costs for other travel expenses will be reimbursed when supported by itemized receipts (if more than \$10) or other appropriate documentation. Incidental expenses incurred will be reimbursed up to GSA limit (currently at \$5 per day)

Other Costs

Miscellaneous expenses must be itemized, and receipts must be provided for each single item of expense in excess of \$10.00.

Non-reimbursable Expenses include:

*Travel and related expenses performed outside the scope of contract agreement will be denied. This includes, but not limited to, travel performed:

1. prior to the execution of the agreement
2. after the expiration of the agreement
3. at a location not included in the agreement
4. during the term of the agreement, but without proper approval of contract monitor
5. travel costs in excess of those allowed within the County Travel Policy or those prescribed by the contract

* If official business travel is interrupted for personal convenience, any resulting additional expenses shall be borne by the Contractor.

*Airfare exceeding the lowest available price for standard coach class

*Parking and traffic violations

*Mileage for County vehicle

*Mileage for commute to work

*Emergency repairs for non-County vehicles

*Insurance not provided for under the Travel Policy

*Car rental Service Option and vehicle insurance

*Tips exceeding guidelines

*Airline club membership or credit card fees

*Refreshments, snacks, alcoholic beverages

*Personal travel expenses

*Medicinal remedies, health supplies, cosmetics

*Personal entertainment, e.g. in-room movies

*Childcare fees; kennel/boarding fees

*Short term airport parking exceeding long term rate

*Incidental expenses that are to be of personal nature, extravagant, or might be considered to be unreasonable or unnecessary

Final Accounting For the Trip

A final accounting for the trip must be provided to the department within 21 days after the end of the trip. Travel reimbursement submitted six months after the travel ending date will not be reimbursed.

Travel Receipts

If the contract agreement has a provision for travel reimbursement, Contractor's travel expenses submitted for reimbursement must be substantiated by valid receipts or other appropriate written evidence that show the following:

- Name of the establishment
- location of the establishment
- Date(s) the expense(s) incurred
- The type of expenses, and
- The amount of the expenses

The following documentation, when applicable, must be included with each travel expense report:

- Airline ticket - the invoice, e-ticket, or the original passenger copy of the airline ticket, regardless of amount
- Lodging - the itemized lodging receipt, regardless of amount
- Automobile rental - the original rental receipt, regardless of amount
- Other expenses: for all other expenses, the original receipt must be provided for any single item costing \$10 or more
- Other required documentation as specified in the Contract

EXHIBIT G

SOFTWARE SOURCE CODE ESCROW AGREEMENT TERMS AND CONDITIONS

IN CONSIDERATION OF the terms and conditions of this Software Source Code Escrow Agreement (“Escrow Agreement”), and the Agreement entered into between CLIENT and Tyler Technologies, to which this Exhibit G is attached, and other good and valuable consideration, the parties hereto agree as follows:

ESCROW AGREEMENT. Tyler Technologies agrees to name Santa Clara 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 Escrow Agreement. Tyler agrees to hold the rate of \$750.00 per year through the five (5) year anniversary of the Agreement’s Effective Date. All future annual payments after the initial start-up fee payment will be invoiced in the month prior to the renewal date and will be due in full for this Escrow Agreement to continue in effect.

SOFTWARE SOURCE CODE COVERED. This Escrow 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 Escrow 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 Escrow Agreement.

TERM. This Escrow 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, unless extended in accordance with the terms contained in this Escrow Agreement.

A. This Escrow Agreement will automatically renew for subsequent one year terms for so long as (1) CLIENT pays the Escrow fee when due and (2) CLIENT continues to use any of the Tyler Software Products for which CLIENT has paid the full agreed upon price of the Tyler Software license(s). CLIENT, at its option, may elect not to renew at any time, by providing Tyler Technologies at least thirty days prior written notice of CLIENT’s intent not to renew. Fees for subsequent years are subject to change after the five (5) year anniversary of the Agreement’s Effective Date.

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

1. Tyler Technologies will maintain a software escrow service agreement with an independent escrow service provider.
2. 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.
3. 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.
4. The provisions included in the escrow service agreement will include provisions for CLIENT (as 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 (or its successor or assigns), 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.

APPENDIX A

STATEMENT OF WORK/SOFTWARE AND IMPLEMENTATION SERVICES

Prepared for:

County of Santa Clara

Prepared by:

Tyler Technologies, Inc.
www.tylertechnologies.com

PROJECT SCOPE & SUMMARY

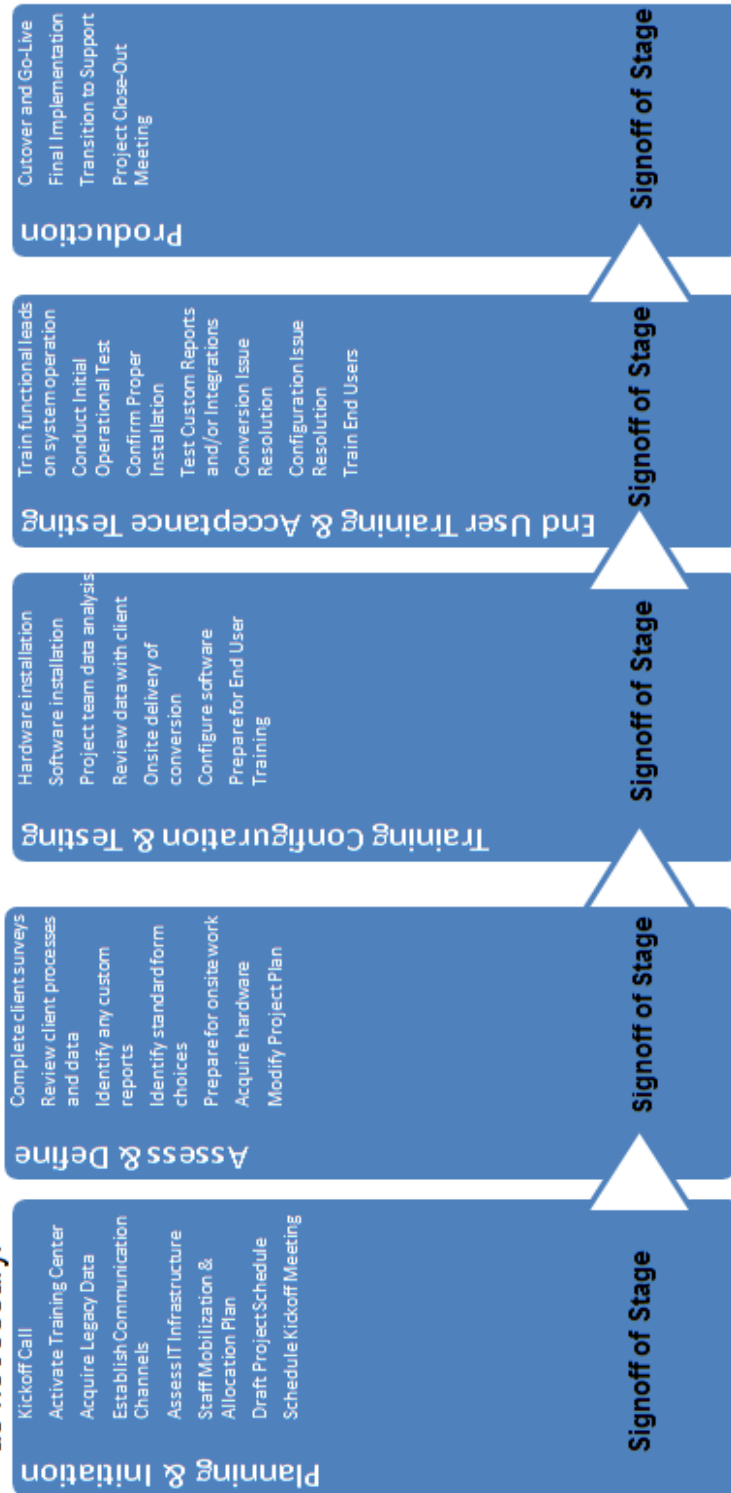
The software and services purchased are outlined in the Investment Summary Section of the Agreement.

Any standard interfaces purchased are listed in the Investment Summary section of the Agreement and detailed in SOW Attachment D – Standard Interfaces. It is important for the Client to read the portion of the Attachment related to each interface purchased to understand its full functionality.

Data conversion services and other professional services hours included in the Investment summary are estimates. Additional analysis will be performed during the Assess & Define stage to provide definitive pricing.

Implementation Stages

Tyler provides a well-defined multi-stage roadmap which can be applied to a single phase project or to projects with multiple phases. For multi-phase projects, the stages are repeated as necessary.



Each stage, as established above, is designed to provide a point at which a full review of the stage objectives is assessed for completeness. When a stage is complete, a Work-Acknowledgement Form (see SOW Attachment

A- (Sample) Work Acknowledgement Form) is completed and signed by the Client signifying acceptance of that stage and the beginning of the next stage. Each stage is dependent on the results of the previous stage; therefore, each stage of the methodology cannot begin until the previous stage is completed and approved.

The duration of each task or stage within the project is defined within the project plan. Acceptance of each task or stage of the project should occur within one week of the completion of each task or stage. In the event the Client has disputes over completion of tasks or stages, those concerns must be communicated to the Tyler Project Manager within one week of completion of tasks or stages to determine a resolution plan to the issues as communicated.

DATA CONVERSION

The goal of the data conversion process is to transfer information from one or more legacy systems into the Tyler system in an accurate and verifiable manner. Verification of the data conversion consists of comparing the on screen data elements and management reports of each system. As such, very little is done in the conversion process to “fix” the data. Inconsistencies or corruption in the original data will carry over to the new system – these issues should be identified and resolved by the Client before final data conversion on the legacy system(s) or shortly after “going live” on the Tyler system.

Attachment E – Conversion Detail of this document provides detailed information on Data Conversion if conversion is included in your Investment Summary.

INVOICING AND CLIENT SIGNOFFS

Tyler invoicing and payment terms are detailed in the Payment Terms section of the Agreement. In addition to responsibility for the payment of all invoicing outlined in the Agreement, Client is responsible for signing off on the hours consumed in accordance with project requirements. An approved Change Order is required if additional hours are needed or scope is changed.

KEY PROJECT ASSUMPTIONS

- Client and Tyler shall review their responsibilities before work begins to ensure that Services can be satisfactorily completed.
- Client will provide Tyler with access to its equipment, systems, and personnel to the extent needed to complete the defined Services.
- Client will provide work space for Tyler Services for work completed on Client premises.
- Tyler shall initially implement the most current version of the Tyler software at the time of the contract signing. During the implementation Tyler will provide newer releases of the software that meet or exceed the version available at contract signing. After Go-Live, the Client is responsible for installing newer releases. Release notes are provided for all new versions.
- Client will maintain primary responsibility for the scheduling of Client employees and facilities in support of project activities.
- Client shall provide Tyler with network access for remote installation and testing through industry standards such as Virtual Private Network (VPN) or other secure access methods.
- Client will allow users to access the following websites to ensure adequate access to Support resources:
 - help.tyleru.com
 - tyleru.com
 - tylertech.com
 - tylercommunity.tylertech.com
- Client will provide/purchase/acquire the appropriate hardware, software and infrastructure assets to support all purchased Tyler software products in both support/testing and production environments.

- Client is responsible for proper site preparation, hardware, software and network configuration in accordance with Tyler specifications.
- Client has, or will provide, access licenses and documentation of existing system to any 3rd party system software which Tyler will be required to read, write or exchange data.
- Client has, or will provide, a development/testing environment for data conversion and interface testing as they are developed by Tyler.
- Tyler shall be responsible for implementing a functioning version of the application software (assuming Client has installed the proper hardware, software, and networking devices).
- Tyler will provide Client with status reports that outline the tasks completed. Tyler will also provide details regarding the upcoming tasks that need to be completed during the coming weeks, the resources needed (from Client) to complete the tasks, a current or updated version of the project plan, and a listing of any issues that may be placing the project at risk (e.g., issues that may delay the project or jeopardize one or more of the production dates) as needed.

TYLER SOFTWARE VERIFICATION AND ACCEPTANCE

The principles set forth in Section 18 of the Agreement (“Inspection, Test, Acceptance, Rejection and Related Rights”) apply to this project only as set forth below. These terms replace those terms set forth in Section 18, including all subsections 18.1-18.6.

- Inspection of the software will be satisfied by Tyler’s confirmation to the Client that the software has been installed on the Client’s environment with state standard metadata. (Metadata will be modified as part of the Client-specific services to meet the unique configuration of the Client, and within the existing design of the software). Inspection shall take place within the timeframe set forth in the project plan.
- Testing, approval and acceptance of the software will be satisfied according to the User Acceptance Testing (UAT) process set forth in the project implementation binder. As part of that process, Tyler will provide sample scripts for the Client to execute to perform UAT. That UAT process will occur within the timeframe established in the project plan. Once the Client has signed off on UAT, then the configurable functionality is deemed accepted.
- Tyler will install a separate testing and production environment. The size of the test system and corresponding database and server storage will be determined by the metadata and desired volume of records, as determined by the Client. When the software is first placed in live production (ie. “go-live” has occurred), formal “acceptance” by the Client shall occur.
- After go-live, Tyler and any subcontractor engaged by Tyler will continue to provide and maintain a production and test instance of the Tyler software. After go-live, all software updates will be made to the test environment first, and will then be cutover to the production environment.
- Tyler will give the Client access to Tyler Community, where Tyler will provide release notes to the Client for all software updates, which the Client can maintain for its reference at its discretion.
- Throughout the implementation, Tyler agrees to comply with all applicable federal, state and local laws and regulations application to its delivery of the licensed software. If the Client discovers that any aspect of the Tyler implementation deviates from those laws and regulations, or from the terms of this Statement of Work, then the Client must notify the Tyler Project Manager immediately. In the event of a confirmed deviation, Tyler will take appropriate corrective action within a commercially reasonable timeframe.
- Acceptance by the Client of late or partial performance of any task or deliverable outlined in this Statement of Work or the project plan the parties create upon contract signing will not waive Client’s other rights under the Agreement.

OUT OF SCOPE

- Tyler software is sold as COTS (commercial off the shelf) software. Any custom development such as; changes to source code, additional interface development, legacy or other imports are not within the scope of this agreement:

Custom Programming - Tyler products will be implemented “off the shelf” without customization, except as purchased and then detailed in Attachment F-Customizations. Any additional customizations identified or requested will be quoted as requested. Unless otherwise agreed, these customizations will be designed, developed, implemented, and tested during the Final Implementation phase (“post go live”). If there are no customizations in the Agreement, there will not be an Attachment F to this document.

Custom Modifications - Custom modifications are changes to the functionality of existing Tyler software products. These changes may involve the addition of new fields to a screen, the enhancement or automation of a process, or the creation of a new module. Software modifications are not within the scope of this agreement except as detailed in Attachment F- Customizations. If there are no customizations to the software, there will be no Attachment F to this document.

Tyler will make every effort to design custom modifications so that they can be leveraged by more than just one Client. This focus will affect the approach to designing, developing, and deploying new functionality so that we may benefit the largest population of users possible.

Custom interfaces – Custom interfaces involve the development of a standard, repeatable process for transferring information into or out of the Tyler software. These interfaces may take the form of a user-initiated import/export program, an API, or a web service. There are no custom interfaces included in the scope of the agreement unless detailed in Attachment F-Customizations.

Custom Reports –Custom Reports involve the development of new reports that are not offered as part of the standard reporting package and modifications to existing reports. There are no custom reports included in the scope of the agreement unless detailed in Attachment F-Customizations.

- Resource hours that extend scope. (Additional hours must be approved through a Change Order.)
- Any undocumented requirements. Undocumented requirements include requirements not specified in this Statement of Work and associated attachments.
- Post System Acknowledgement Configuration. System Acknowledgement requirements are met at the completion of End User Training and User Acceptance Testing stage. Any changes requested of the Tyler implementation team to alter the configuration, post acknowledgement of these milestones, must be documented through a Change Order and may incur additional costs. Client may have access to built-in configuration tools, so, when available, is free to reconfigure or create new configuration as required or desired. If assistance using these tools is required, additional change orders may apply.

RISK / MITIGATION STRATEGY

Unavailability/Incompatibility of Staff

Risk: Tyler recognizes that individuals assigned to projects may become unavailable due to various causes. Further, Tyler recognizes that individuals sometimes clash for reasons of incompatibility. Tyler schedules team members based on all the projects to which those individuals are assigned. Unavailability may occur due to unforeseen circumstances such as family matters or the employee’s departure from Tyler employment. Incompatibility creates intolerance in project objectives and tasks and creates unnecessary delays and can lead to project failure if not corrected.

Mitigation: In the event a Tyler project member is determined to be unavailable, a Tyler manager will consult with Client on alternatives such as a temporary replacement or substitute of the person. Likewise a similar response is expected from the Client if their team member is unavailable.

Incompatibility is addressed first through attempts to resolve the compatibility issues between individuals. Failing resolution, team members must be replaced. In the event a Tyler team member is determined to be incompatible, Tyler will replace with a new team member and provide time to orient to the project before assuming their respective responsibilities.

Client Staff unavailability

Risk: Delays in the project timeline will occur if appropriate Client staff is unavailable to meet with or respond to Tyler for timely decisions and or directions.

Mitigation: Client should ensure that staff assigned to this project is given sufficient priority and authority to work with Tyler while completing other Client responsibilities in a timely fashion. Decisions must be made in hours and days, not weeks.

Scope Changes

Risk: Poorly defined projects always take longer than expected or cost more than expected because of poorly defined scope at the beginning of the project.

Mitigation: Both parties must ensure that the scope of the project is well stated and completely defined to the best of each party's knowledge. Functional requirements should be reviewed carefully to ensure completeness. Change Orders are required to document any subsequent impact on schedule and/or costs.

Activity Focus

Risk: Activity Focus is the risk that minor activities consume time that should otherwise be dedicated to major activities of the project, with the end result of time and/or costs overrunning budget. This risk is sometimes associated with efforts that lead to scope changes. Examples include meetings of little substance or that go longer than they need, or time consumed investigating undocumented functionality or other activities not in scope.

Mitigation: Project Managers for both Parties must guard themselves to avoid focus drift by ensuring the focus is squarely on meeting deadlines, services, and configuration requirements of the implementation as planned and documented in the planning, assessment and definition stages.

Incomplete Legacy, Interface Documentation

Risk: During the project certain third party documentation will be required for such tasks as interface development and import of legacy data and others.

Mitigation: Client should ensure that APIs, specific documentation, or file specifications for interfacing to other systems is available to Tyler and that legacy data imports are known in advance of need.

Achievable Goals

Risk: The expectations of this project are set too high or are not explicit or clear to Client Staff and thus not communicated to Tyler through Functional Requirements and clearly stated scope.

Mitigation: The parties must ensure, through the Contract and Task Orders, that the goals of the project are explicit, well defined and attainable, and that both parties have "signed off" on the requirements.

Technology Age

Risk: This risk is highly dependent on the choice of Tyler products and whether the Client is hosting any of those products. If the Client will be hosting its own servers, the technology utilized should be robust to enough to meet the Client's needs for several years into the future. Technology that barely meets minimum requirements today will be insufficient as the system and its needs grow.

Mitigation: Tyler will assist Client in determining optimal technology and plans to guard against pre-mature obsolescence.

CRITICAL SUCCESS FACTORS

In order to successfully execute the services described herein, there are several critical success factors for the project that must be closely monitored. These factors are critical in setting expectations between the Client and Tyler, identifying and monitoring project risks, and promoting strong project communication.

- **Knowledge Transfer** - While Tyler cannot guarantee specific expertise for Client staff as a result of participating in the project, Tyler shall make reasonable efforts to transfer knowledge to the Client. It is critical that Client personnel participate in the analysis, configuration and deployment of the Tyler software in order to ensure success and to transfer knowledge across the organization. After completion of the production phase, the Client will be responsible for administering the configuration and introduction of new processes in the Tyler system.
- **Dedicated Client Participation** – Tyler fully understands that Client staff members have daily responsibilities that shall compete with the amount of time that can be dedicated to the Tyler implementation project. However, it is critical that the Client understands and acknowledges that its staff must be actively involved throughout the entire duration of the project as defined in the Project Plan. Tyler shall communicate any insufficient participation of Client and Tyler resources, as well as the corresponding impact(s), through Project Status Reports.
- **Acknowledgement Process** – Acknowledgment must be based on criteria. The objectives and tasks of each stage of a project provide the basic criteria by which to judge acceptance of a stage is to be granted. Within each stage additional criteria will be developed by team members on which to judge future stages. For example, User Acceptance Testing will be based on criteria developed in earlier stages.

As resources are consumed, Tyler shall provide the Client with a Work Acknowledgement Form (see Attachment A-(Sample) Work Acknowledgement Form) to formalize receipt. The Work Acknowledgment Form is subsequently signed by the appropriate Client stakeholder(s), and faxed or emailed to Tyler. Timely and honest acceptance is required to maintain project momentum. Failure to properly establish acceptance criteria or failure to accept a properly completed stage will cause delays in the project.

In an effort to ensure quality and complete satisfaction with each stage of the project, Tyler's professional services division has established the following rule: A Signed Work Acknowledgement Form (see Attachment A) is required upon completion and Client-acknowledgement of the resources consumed on the project. Stage signoff is also required before proceeding to the next stage in the process.

- **Managing Project Scope** - In an effort to implement the project on time and within budget, both Tyler and Client agree to limit the software and professional services to only those items

identified in this Statement of Work. Expanded scope results in additional costs.

Change orders or contract addendums for additional items outside the scope of the defined project requirements must be submitted in advance and signed by project stakeholders before work can be accomplished on those items. Likewise, reductions of the defined scope will also require a Change Order.

FUTURE AMENDMENTS TO SCOPE

Future changes in the project scope, beyond the capability of a Change Order, will assume the appropriate processes outlined in this Statement of Work and in the Agreement, unless future scope changes require a different or modified process. If no new Statement of Work is required, then new functionality and payment requirements are provided for in an amendment to the initial Agreement.

PROJECT MANAGEMENT

Tyler performs ongoing project management services throughout the implementation in order to plan and monitor execution of the project. Project Management includes the following tasks:

- Project plan
- Project document management
- Issue log management and escalation
- Status reporting
- Change order management
- Resource management
- Executive project oversight via Executive Sponsor and Project Review Committee

By mutual agreement some project management tasks are shared between the Tyler Project team and the Client Project Manager/Stakeholders.

STAFFING

Every reasonable effort is made to maintain a consistent project team from Tyler for the duration of the project. Should the Client have concerns related to assigned resources, those concerns should be submitted to the Tyler Project Manager or Tyler Management Staff for review and consideration. Tyler will make staffing decisions based on appropriate skill set and other soft skills of resources deemed compatible to the success of the project.

PROJECT SCHEDULE

Upon execution of the contract, the parties will subsequently collaborate during the project planning and initiation stage to determine a start date for services to be rendered. Upon initiation of these services, Tyler shall work with Client to collaboratively define a baseline or preliminary project schedule/plan. Given the fact that project schedules are working documents that change over the course of the project, Tyler shall work closely with Client to update, monitor, agree, and communicate any required changes to the project schedule.

Development Tools

No special development tools are required for the Tyler software. Tyler source code is not accessible (unless through the requirements of an Escrow Agreement).

Documentation

Tyler-provided documentation

Over the course of the 5stage implementation lifecycle, the Tyler project team will provide stage-specific documentation in a range of formats (both editable and non-editable). Examples include:

- Data Collection docs (MS Excel and/or MS Word) for configuration
- Training Documentation Templates (MS Word and MS PowerPoint)
- Release Notes for Service Packs (PDF)
- Other documentation as required for the specifics of the project.

Client-provided documentation

A definitive list of Client-provided documentation is not possible until all aspects of the implementation are determined, usually in the beginning stages of the project. Certainly, Client's assistance in completing the Tyler-provided forms and requests for configuration information is essential to a successful project. The Tyler Project Manager will provide the Client with detail of the documentation necessary for each product to be successfully implemented. The list below is a sample of the types of documentation that is likely to be requested.

Documentation originated by the Client includes:

- Application Programming Interface documents (API's) for any third-party software system to which the Tyler software will interface and exchange data.
- Legacy system data documentation and data in a format suitable for conversion into the Tyler System (please see section titled Data Conversion).
- Workflow documentation on the Client's current business processes

- Fee Schedules
- Copies of existing forms and other documents presented to the public and expected to be derived from the Tyler Software.

SOW ATTACHMENTS LISTING

<p>SOW Attachment A – (Sample) Work Acknowledgement Form</p> <p>This form provides the means for the Client to accept work provided or provide reason for denial of a work.</p>
<p>SOW Attachment B – (Sample) Change Order Form</p> <p>Any change in the project must have a completed and approved Change Order.</p>
<p>SOW Attachment C - Hardware / Software Requirements</p> <p>This document provides the recommended hardware/software requirements for the Tyler system. Performance using systems which do not meet these requirements may not have expected performance levels.</p>
<p>SOW Attachment D – Standard Interfaces</p> <p>This document provides a summary description of the purpose and function of the interface along with field specifications.</p>
<p>SOW Attachment E – Conversion Detail</p> <p>Provides a description of the conversion process and legacy data specifications for each application suite.</p>

ATTACHMENTS

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Narrative Description of Change:

--

Impact of Change:

Schedule Impact:

Delay of milestone & sub-tasks on Tyler Technologies Implementation Project Plan including:

Task	Proposed Date Changes

Cost Impact:

Change Detail	Credit	Debit	Total

Revision No.:

No changes may be made to this project without the agreement of the Project Manager(s), and must be approved by the Project Director. Submit endorsed Change Order to the Tyler Technologies' Project Manager

Date Approved	Comments	Approved By	Signature

Attachment C – Hardware/Software Requirements

Tyler’s software is designed to operate on networks and operating systems that meet certain requirements. Systems that do not meet the required specifications may not provide reliable or adequate performance, and Tyler cannot guarantee acceptable results.

SITE ASSESSMENT

Your site’s system requirements are contingent upon several factors. Tyler uses a point system to help determine which specifications and configurations work best for your site. This document will help Tyler determine which setup is best for you.

For each of the following applications that your site will use, indicate your site’s quantity for each application variable. Each quantity has a pre-determined Point Value in parentheses, which is used to tabulate your “Total Point Value”.

Eagle Recorder / Eagle Clerk	# of documents processed per year	NA (0) 0–75,000 documents (1) 75,001–150,000 (5) 150,001 + (11)
Eagle Assessor / Eagle Appraiser	# of parcels	NA (0) 0–20,000 parcels (1) 20,001–40,000 (5) 40,001–75,000 (7) 75,001+ (11)
Eagle Treasurer	# of parcels	NA (0) 0–20,000 parcels (1) 20,001–40,000 (5) 40,001–75,000 (7) 75,0001+ (11)
TCM / Eagle Minutes	# of documents processed per year	NA (0) 0–25,001 documents (1) 25,001–75,000 (5) 75,001–150,000 (6) 150,001 + (10)

Total Point Value

SPECIFICATIONS

For the following table, use your Total Point Value from the previous Site Assessment to determine which specifications are required for your site’s business needs.

- The single server configuration is denoted as “Single”.
- Dual server configurations are broken into Application Server (AS) and Database Server (DB) requirements.

Component	Requirement	Specifications			
		TOTAL POINT VALUE			
		1–5	6–10	11–30	31+
	Single	AS	DB	AS	DB

Processor	Xeon Quad Core (>2.0GHz) ¹	•	•	•	•	•	Contact Tyler for custom specifications.
Memory	GB RAM	16	8	16	16	32	
Available Disk Space ^{2,3}	Bus 1	100 GB	100 GB	100 GB	100 GB	100 GB	
	Bus 2	500 GB	500 GB	1 TB	500 GB	3 TB	

¹ If running in a virtual environment, four virtual cores are needed.

² Tyler’s standard maintenance plan includes an automatic backup of your database in this disk space.

³ If you use Recorder or TCM, these storage requirements may increase. See page 70 for details.

About Application Servers

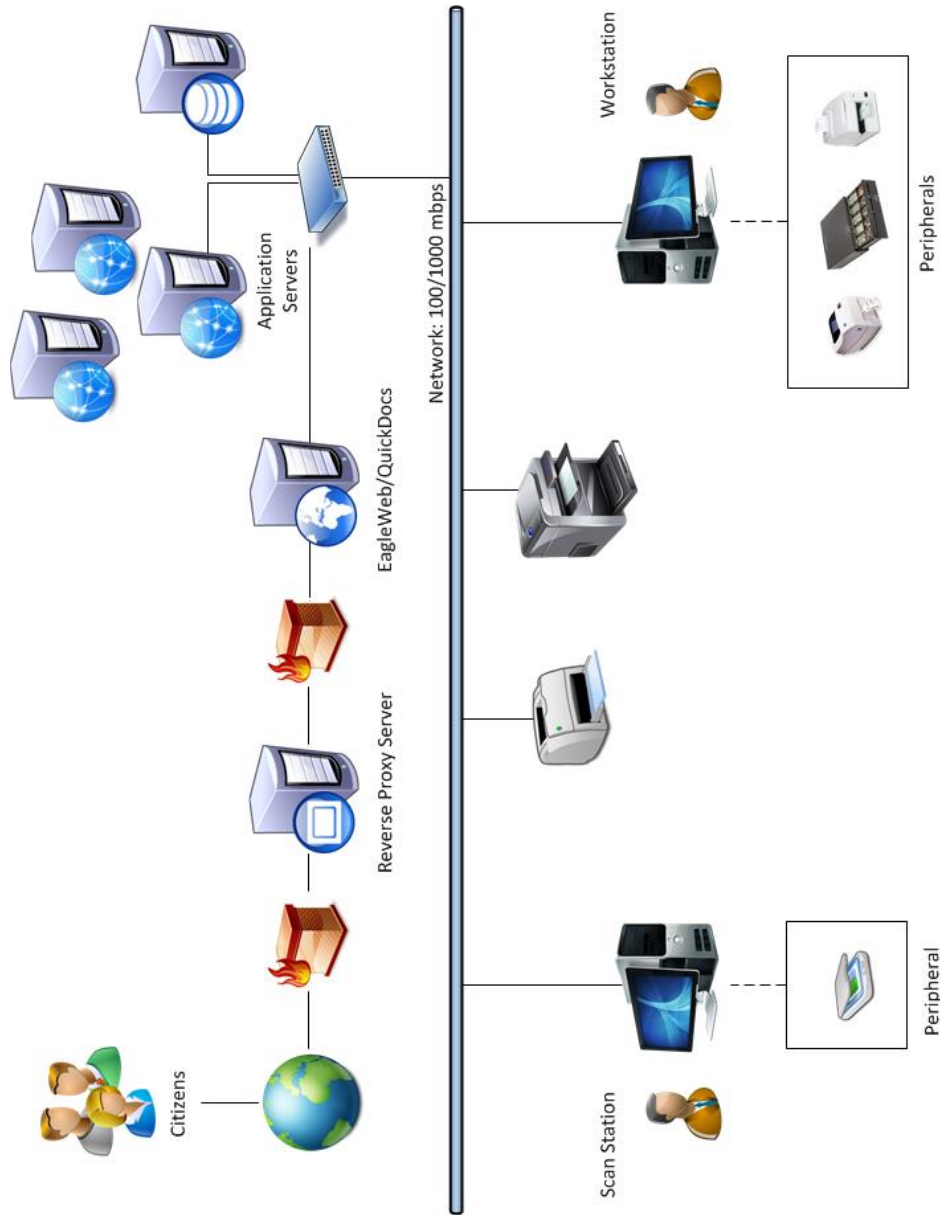
For each application you use, you will need an Application Server. The preceding chart clarifies the specifications needed for each server.

EagleWeb & EagleQuickdocs Users

You will also need a web server with 2–4 cores and 2–4 GB of memory, depending on the amount of data you will be storing. For secure web access, you will need to purchase an SSL certificate.

REQUIREMENTS

Configuration Diagram



Server Configuration

Component	Requirement
General Server	Dedicated Server
	MS Windows Certified Server ⁴
	Removable Media (for backups)
	Gigabit Ethernet
Operating System	MS Windows 2008 R2 Server (x64)
Database Component	Oracle 11Gr2 (x64)
	MS SQL Server 2008 (x64) Standard or Enterprise ⁵
Network Environment	Domain w/ Active Directory Services
Hard Drive Arrays	For OS SAS RAID1
	For SQL, Transaction Logs, DB files, and Eagle program files SAS RAID 5 or SAS RAID10

⁴ Nationally recognized brand

⁵ If running a dual server configuration, this is only needed on the database server.

Workstation

Component	Requirement
Hardware	Microsoft Windows Certified PC ⁶
Processor	Pentium Core 2 Duo
Memory	4 GB RAM
Disk Space	10 GB available disk space
Operating System	Windows XP Professional or Windows 7 Professional ⁷
Network	Gigabit Ethernet
Network Environment	Workstation is a member of the Domain ⁸

⁶ Nationally recognized brand

⁷ Windows 95/98/ME, XP Home, and Vista Home editions and workgroup or peer-to-peer networks are not supported.

⁸ Tyler's servers and workstations must authenticate with and be members of a Microsoft Active Directory network. Workgroup and peer-to-peer networks are not supported.

Browser Compatibility

Eagle products are compatible with these browsers:

Web	Mobile ¹⁰
-----	----------------------

<ul style="list-style-type: none"> • IE 7+⁹ • Chrome⁹ • Firefox 4+⁹ • Safari 5+ 	<ul style="list-style-type: none"> • Safari 5+ • Android Browser
--	--

⁹ These browsers are tested regularly for compatibility; the others are not tested regularly but are supported.

¹⁰ Mobile interfaces do not offer the best environment for EagleWeb users; however, these browsers are supported and can run the EagleWeb interface.

Peripherals

Cashiering Equipment

Equipment	Model
Receipt Printer	Epson 6000 ¹¹
Label Printer	Zebra Thermal Transfer Printer TLP2844
Cash Drawer	MMF MediaPLUS Automated Cash Drawer with USB or APG Vasario Cash Drawer BL1616
Check Scanner	Canon CR-180

¹¹ Epson 6000 Thermal Receipt Printers require USB ports but can be configured for Ethernet with optional adapters.

Printer Compatibility Chart

Your printer must meet these requirements to be compatible with Eagle.

Printer Type	Reports	Forms	Additional Criteria
Any Laser Printer ¹²	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	PCL 5 or above

¹² Dot matrix printers are not supported. HP Printers are highly recommended.

Scanner Compatibility Chart

Scanner Brand	Scanner Model
Canon	<ul style="list-style-type: none"> • DR-5010C • DR-2510C • DR-4010C • DR-3010C • DR-M160 • DR-X10C • DR-7550C • DR-6050C • DR-9050C
Fujitsu	<ul style="list-style-type: none"> • Fi-6110 • Fi-6670 • Fi-6240Z • Fi-6130Z • Fi-6140Z • Fi-6230Z • Fi-6770
Graptex	<ul style="list-style-type: none"> • CS500 Pro¹³
Hewlett Packard (HP)	<ul style="list-style-type: none"> • ScanJet 8250¹³ • ScanJet 8350¹³ • ScanJet 8390¹³
Panasonic	<ul style="list-style-type: none"> • KV-S2045C¹³
Xerox	<ul style="list-style-type: none"> • Documate 152¹³

¹³ Not fully supported—These scanners have not been tested in our lab. They are in use by one or more customers and may have issues that have not been reported.

Ports

In order for Tyler to have appropriate access to the servers, the access requirements are broken down by port and related service.

Database Ports

The following ports are required by the databases in use.

Port	Direction	Use
1430	Inside Network	MS SQL Server
1433	Inside Network	MS SQL Server
1521	Inside Network	Oracle
5500–5502	Inside Network	Oracle Enterprise

When configuring the firewall to support access from the database into the DMZ for *EagleWeb* and *EagleQuickdocs*, use the database specific support that is built into the firewall. This allows the database to do dynamic port assignments.

EagleWeb Ports

These ports are required to support *EagleWeb*.

Port	Direction	Use
80	Inbound from public network	Web User Support
137–139	Inbound from public network	SMB Reports / CRIS Images
443	Inbound from public network	Secure HTTP
2003–2004	DMZ-Private Network	Access to SearchDB
6700–6710 ¹⁴	DMZ-Private Network	Inter-Application communications port
Database Dependent Port ¹⁵	Across firewall	Database Communications

¹⁴ Each purchased product requires 2 ports.

¹⁵ The specific port is driven by the database used on the project. Please reference the database section to determine which port(s) are needed.

EagleQuickdocs Ports

These ports are required to be open to support the *EagleQuickdocs* application.

Port	Direction	Use
80	Inbound from Public Network	Communications with submitters needing to upload data

137–139	Inbound from Document Storage Server	SMB Reports / CRIS Images (Historical Migrations only)
443	Inbound from Public Network	SMB Reports / CRIS Images with encryption
2003–2004	From search server	Search Server to Application Server Communications
6700–6702	From Applications server	Applications Server Communications
Data Base Specific¹⁶	Across Firewall	Allows <i>EagleQuickdocs</i> to place the data into the database

¹⁶ The specific port is driven by the database used on the project. Please reference the database section to determine which port(s) are required.

These are the specific ranges for the IP addresses the vendors will be connecting to; each deployment is different and will include a subset of this list:

Vendor	IP Addresses
ACS	63.87.170.71, 63.87.171.123, and 63.87.171.122
Ingeo	208.53.37.132 and 65.103.254.161
Simplifile	208.53.51.8 and 72.8.113.32

In addition, allow Tyler access for testing purposes:

Tyler	67.152.239.0/27
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Inter-Server Ports

These ports are required to be open between the servers to allow for appropriate communications between the servers.

Port	Direction	Use
137–139	Inter Server	SMB Reports / CRIS SMB Access for image conversions
1433	Inter Server	MS SQL Server
1521	Inter Server	Oracle
2003–2004	Inter Server	Search Server to Application Server Communications
6700–6710¹⁷	Inter Server	Application Server Communications

¹⁷ Each purchased product requires 2 ports.

STORAGE REQUIREMENTS

Recorder and TCM require disk space beyond the basic Specifications listed on page 64. The additional storage requirement is calculated using several factors: the number of pages processed a year, the types of images

processed, your site’s expected growth rate, and a buffer, which protects you from unforeseen changes to these factors.

Image storage requirements must be calculated on a client-by-client basis and the amount of storage required is determined in pre-sales technical discussions. Since TCM can vary widely, it is good practice to discuss your specific storage needs with Tyler.

To help you calculate your site’s storage needs, the Lossless Compression table below illustrates the file size associated each of the 10 different Image Types.

Lossless Compression

Page Type	Color	DPI	Page File Size
8.5x11 TIFF	B&W	200	.05 MB
		300	.1 MB
		600	.4 MB
	Grayscale	200	1 MB
		300	6 MB
		600	24 MB
	Color	200	12 MB
		300	24 MB
		600	96 MB
8.5x11 PDF¹⁸	B&W	Page	1.3 MB

¹⁸ This PDF estimate is based upon the average-size document generated directly from a Tyler application. This estimate does not include embedded fonts and is simply a representative sample.

Estimating Storage Requirements

To estimate your storage needs, use your site’s records and the previous table.

For each Image Type that your site will store, identify the following values:

- A
 . Number of pages processed a year¹⁹ _____
- B. Respective file size for the Image Type (MB) _____
- C. Number of Years of Storage _____
- D
 . Growth Rate (% as decimal value) _____
- Conversions Only: Existing Database Size
 E. (MB) _____
- F. A x B x C _____
- G
 . D x F _____
- H
 . E + F + G _____ Base Number

¹⁹ If your site only tracks the number of documents per year, multiply that number by 5 to get your page-based number for calculating Tyler’s storage requirements. The standard document size for most Tyler applications is 5 pages.

Standard Recommendation

- To replicate data, multiply your Base Number x 2: _____ MB

Backup Recommendation

- To dump the database to disk, multiply your Base Number x 3: _____ MB

RECOMMENDED BACKUP PROCEDURES

Developing a consistent backup strategy is a vital part of any organization’s business continuity plan. A good backup plan ensures that you do not lose the hard work and time you invested in data entry if a hardware failure

or natural disaster occurs. A plan such as this is easy to develop and usually easy to implement. This section outlines the steps you should take to properly back up your data.

Assessing Your Backup Needs

Backups occur differently, depending on the size of the database being used. The differences directly impact how quickly you can resolve problems and how much effort you must expend. Tyler recommends that you implement a backup plan based on the point values determined in your initial Site Assessment.

Current Database Size	Recommended Backup and Recovery
1–300 GB	Backing up the file
301–600 GB	Dumping the SQL Bak file
601+ GB	Integrating the Backups into the Database

Backing Up the File

A Data Dump places a file copy of the database on disk, making verification that the backup is working very simple. This backup plan is the simplest and precludes the cost of the license needed to integrate backups into the database.

Dumping the SQL Bak File

To create backups, this system dumps blocks of data without pre-processing.

NOTE If repairs become necessary, this backup method requires the recovery of the entire database. Since a single table cannot be replaced as part of the repair, the entire system has to be rolled back to the last backup point, requiring you to redo all of the work completed since the last backup occurred.

Integrating the Backups into the Database

For the most complex level of database, Tyler recommends integrating the backups into the database, which allows differential or incremental—instead of full—dumps. The space requirement is also removed where the dump resided.

Should you not wish to use tape for data recovery, Tyler recommends using a standby database that uses log shipping. No additional licenses or extra capacity is required, provided there is storage available on the database server.

NOTE Faster backups are available for additional cost and can be discussed on a client-by-client basis.

Rotating Tapes

First, establish a good tape rotation for your backups. Tyler recommends that you use, at a minimum, the following 6-tape rotation:

Week 1				
M	T	W	Th	F1
Week 2				
M	T	W	Th	F2

This rotation is sufficient for most customers because you can go back a few business days to find files. However, if you feel you need a little more protection, you can use a different set of tapes for Mon-Thurs of Week 2, and/or

you can keep a Fri 3 and Fri 4 tape so that you have a month's worth of Friday backups. We also recommend that you periodically (monthly, quarterly, etc.) pull a tape permanently out of rotation to store off site.

Backing Up Your SQL Database

For customers who use Microsoft SQL for the Eagle database, there are additional backup requirements for your Eagle software. In addition to backing up the \Apache directory (and others mentioned previously), you must also back up your Microsoft SQL databases. For Eagle, the default databases should consist of at least Recorder, TCM, Assessor, and Treasurer.

There are a few different methods for backing up your SQL database.

- **SQL Backup Function:** The Microsoft SQL Server 2008 R2 Management Studio has built-in backup tools that can cause SQL to dump the Eagle database to a backup file in the SQL default backup folder while the SQL services are running. This location is:

```
C:\Program Files\Microsoft SQL Server\MSSQL\Backup\*
```

*The Microsoft SQL Server installation path may vary slightly per installation

- **Third-Party Backup Agent:** This method requires that you have some sort of third-party backup program (e.g., Symantec Backup Exec, Brightstor ARC Serve, etc.) which uses a SQL backup agent. These special backup agents allow the Microsoft SQL databases to be backed up while they are online.
- **Script:** You can create a script which stops the Microsoft SQL Server service before a normal tape backup and restarts the process after the tape backup is complete. This allows you to back up the *.mdf and *.ldf files (the database and transaction log, respectively) in:

```
C:\Program Files\Microsoft SQL Server\MSSQL\data directory*
```

If you choose this route, Tyler can assist you with creating this script at the time of the Eagle software installation.

Other Directories in Eagle

Even though program files and run times can be replaced by Tyler, Tyler strongly recommends that you back up the entire \EagleInstall folder when performing your normal backup. For Eagle, you also need to backup Root:\Program Files\Apache Software Foundation and Root:\SearchDB. As we add

features and functionality to our software, the number and size of the applications and runtimes needed to run our applications will continue to grow.

Watching for Signs of Failure

Monitor your backup status every morning. If there is a noticeable problem, such as an error light blinking on your tape drive, a tape being ejected without your knowledge, or an error message displaying about your backup, please contact us or your IT staff so that the problem can be resolved quickly.

Accepting Responsibility

Having good backups of Eagle data is your responsibility. However, Tyler Technologies offers additional services that can help monitor your local backups, transmit your data to off-site locations, and even provide access to your Eagle software and data over the Internet in case of disaster or serious equipment failure at your site.

Disaster Recovery

In case of system failure due to unforeseen disaster, Tyler recommends that you have a Business Continuity Plan, which should include a disaster recovery service. Tyler offers a disaster recovery service for an additional fee. If you haven't already purchased this plan, contact Technical Services or Sales at 1-800-646-2633 for more information.

Attachment D– Standard Interfaces

***PDFs of the CeRTNA eRecording Interface Standards and the Document Web Services API will be added when this SOW gets finalized/converted to PDF.**

Attachment E – Conversion Detail

EAGLE RECORDER CONVERSION SUMMARY

This document should be used as a summary of what is included in the standard conversion for the Eagle Recorder product. This is not a complete description; for a complete description refer to the Eagle Recorder Conversion Specification.

Client Responsibilities

1. Provide data and images in standard format
2. Provide data definition
3. Provide balancing reports at same time as data
4. Provide screen shots and survey at same time as data
5. Review the conversion prior to go live

The Standard Conversion for Eagle Recorder includes:

- All standard fields for land records, additional fields added to Notes field
- All standard fields for vital records, additional fields added to Notes field
- Images associated to the index record as described below
**This is what is possible to convert, the client is responsible for notifying Tyler of which pieces of data they have in their system to be converted.

Other data elements are handled as such:

- Table lookups, such as subdivisions and common names, are imported using tools in the product with the assistance of the consultant. The data is provided by the client in text files
- GL beginning balances are entered by client at the time of go live
- House Account balances are entered by the client at the time of go live
- Redactions and Annotations for images are an option to add on to the standard conversion
- Receipts should be printed to an electronic file (.txt or pdf) for searching and can be searched outside of the recorder application

Tyler Technologies will put the data into the final format for the conversion. We will work closely with the client during this time to ensure all data is included and correctly formatted. The county must provide the data to Tyler in one of the following formats:

- A database dump of Microsoft SQL Server ®
- A database dump of Oracle ®
- A database dump of Microsoft Access ®
- A delimited ASCII text file(s)

A database definition that describes the above files should be sent at the same time as the file. Tyler will use the definition as a guide and will also work directly with the client and/or previous vendor to ensure all of the data is included in the conversion correctly.

Images

Tyler can only work with and convert images that are stored in a file structure rather than a database. If the images are currently stored in a database, it is the responsibility of the county to extract them into a file structure. Tyler Technologies will create the file that maps the data to the images. The county is responsible for providing the definition for how the images are linked to the record as well as ensuring that the below image requirements are met.

Tyler Technologies standard image conversion requires images to be in the following format:

- Group IV
- TIFF format (tagged image file format) and compliant with the TIFF 6.0 specification TIFF format (tagged image file format) and compliant with the TIFF 6.0 specification as defined at

<http://partners.adobe.com/public/developer/en/tiff/TIFF6.pdf>

- Up to 300 DPI for land and vital records, up to 600 DPI for plat images
- Black and white
- Single-page TIFF images should be stored in .001 - .0NN (for the page numbers) extensions. Multi-page TIFF images should be stored in .TIF extensions.
- Images must be oriented correctly (right side up)
- Total attachment size can be no larger than 65 Mb

The following are a few examples of items that are not included in the standard conversion. The following can be addressed through custom conversion services:

- Converting records with counts of less than 250
- Getting more than 2 pulls of data, the initial pull for review and the final pull for go live
- Running more than the 3 standard conversions, being the bulk and gap conversions
- Data cleaning – including but not limited to name clean up, punctuation in names changing, removing leading 0s from numbers, separating out legal fields
- Converting from multiple sources of data
- Extracting images from database
- Converting data or images not provided at the start of the project, all data and images must be provided at the same time
- Tyler assisting in data extraction from legacy system
- Tyler defining file layout if it is not provided
- Changing configuration after sign off
- Converting annotations and redactions
- Converting Security Paper
- Converting Historical Indexes (Grantor/Grantee books, multiple titles per page)
- Manipulating file directories for image storage