

**Sales Quotation For** 

Lake County Suite 209 255 N Forbes Street Lakeport , CA 95453-4761 Phone: +1 (707) 263-2580 Quoted By: Erin McHale-Vazquez

Date: 9/21/2021 Quote Expiration: 3/16/2022

Quote Name: Lake County, CA - ExecuTime Clocks G2 trade out

Quote Number: 2021-132529

Quote Description: Executime Time Clocks

## **Other Services**

Description	Quantity	Unit Price	Extended Price	Maintenance

Third Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Maintenance		Total Maintenance
						Discount	
Touchscreen 7: Biometric Reader	9	\$2,395	\$0	\$21,555	\$0	\$0	\$0
Touchscreen 7: No Reader	12	\$1,895	\$0	\$22,740	\$0	\$0	\$0
Touchscreen 7: Biometric Reader - Maintenance	9	\$0	\$0	\$0	\$0	\$0	\$0
Touchscreen 7: No Reader - Maintenance	12	\$0	\$0	\$0	\$0	\$0	\$0
ТО	TAL:			\$44,295			\$0

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$0.00	\$0.00
Total Tyler Annual		\$0.00
Total Tyler Services	\$0.00	\$0.00
Total Third Party Hardware, Software and Services	\$44,295.00	\$0.00
Summary Total	\$44,295.00	\$0.00
Contract Total (Excluding Estimated Travel)	\$44,295.00	

for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.					
Client Approval:	Date:				
Print Name:	P.O.#:				

## **Comments**

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
  - Implementation and other professional services fees shall be invoiced as delivered.
  - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
  - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
  - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
  - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
  - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.
- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

## **Comments**

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely, but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Tyler's pricing is based on the scope of proposed products and services being obtained from Tyler. Should portions of the scope of products or services be removed by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

If a Tyler client desires clocks that do not have direct connectivity back to the network server ExecuTime resides on, then a VPN device installation, to be provided at Tyler's then-current prices, will be needed for every location where a clock may reside. Clocks will be shipped upon receipt of a signed quote or addendum.

Clock prices include Tyler instruction regarding clock configuration and connection to the ExecuTime software. Client is responsible for clock installation and connection to applicable network.

If annual maintenance is purchased at the same time as the applicable clock is purchased, the maintenance period for the clock will begin when the clocks is shipped. Annual maintenance will automatically renew upon the expiration date of the then current term (with each renewal being a "Renewal Term" unless either party indicates its decision to not renew at least thirty (30) days in advance of a Renewal Term.

If annual maintenance for a clock is added at a future date, the annual maintenance term will begin upon receipt of a signed quote unless indicated otherwise.

The maintenance plan includes direct replacement of the clock if it cannot be fixed through the standard helpdesk process provided, however, clocks that have been damaged due to neglect or misuse, vandalism, electrical surges, terrorism, or alterations done by other than a Tyler representative are not provided at no charge. Upon request, Tyler will provide a quote for such clock replacements.

## **Comments**

Further, it is Client's responsibility is to promptly return the failed unit using the preaddressed and prepaid mailer and reusable container provided with the replacement clock. If Client fails to ship the defective clock within one (1) week of receiving replacement, Client shall be liable for the costs associated with the replacement clock.

Replacements clocks will be shipped for overnight delivery. Orders placed before Noon Eastern time will ship the same day. Orders placed after that time will be shipped the following business day.

Development modifications, interfaces and services, where applicable, shall be invoiced to the client in the following manner: 50% of total upon authorized signature to proceed on program specifications and the remaining 50% of total upon delivery of modifications, interface and services.

\*\*Additional Payment Terms - The first year of Annual Clock Maintenance is waived. The term for the 2nd year of Clock Maintenance will be Nov. 1, 2022-Oct. 31, 2023 and shall renew automatically yearly.

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