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Tooele County Council Agenda Item Summary

Department Making Request:

Person to Contact about this Item:

Andy Welch/ Alison McCoy

Publications

Mark Options That Apply:

Grant
1 time

Contract
1 yr. or less

Exp date: _____

Grant
With County Match

Contract
More than 1 yr.

Exp date: _____

Purchase

Budget Impact:

In Budget
 Over Budget

**Requested Amount for Contract or
Purchase:**

\$ 0 _____

Item Title:

Please answer the who? what? when? why?

Attached is a \$0 quote to add Tyler ReadyForms to the County's new Munis contract. There was a system generated error when we put together the investment summary as we were migrating to our new quoting tool here at Tyler. Typically the Readyforms (the tool used to create and edit various printouts/forms) is automatically added to all quotes for Munis. Early versions of my quotes did include it, but we migrated over back in October and Tooele County's quote was one of the early quotes in the new system.

As a result of this being a Tyler system error, we not charge the County for the first year – but we have stipulated in the Notes section that a discounted amount of \$4,896 will be added to the Munis renewal beginning in year 2 of your SaaS renewal. Please let me know if you have any questions. If you need an actual amendment to the contract, I can have legal prepare this. Otherwise, if you are okay with the investment summary, you can sign the section on page 2.

List who needs copies when approved:



Quoted By: Maddie McCambridge
 Quote Expiration: 07/05/22
 Quote Name: Tooele County - ReadyForms Amendment
 Quote Description: Tooele County UT ReadyForms addition

Sales Quotation For:
 Andy Welch
 Tooele County
 47 S Main St
 Tooele UT 84074-2194
 Phone: +1 (435) 843-3203

Tyler Annual and Related Services

Description	QTY	Imp. Hours	Annual Fee
Additional Tyler ReadyForms Processing Software (including Common Form Set)	1	0	\$ 5,440
Sub-Total:			\$ 5,440
<i>Less Discount:</i>			\$ 5,440
TOTAL:		0	\$ 0

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 0	\$ 0
Total Annual	\$ 0	\$ 0

2022-298542-X5L5Y2

Total Tyler Services	\$ 0	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
Summary Total	\$ 0	\$ 0
Contract Total	\$ 0	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: James A. Welch Date: 1/10/2022
 Print Name: James A Welch P.O.#: _____

All Primary values quoted in US Dollars

APPROVED AS TO FORM:

Colin R. Winchester 01/25/2022

Colin R. Winchester
Deputy Tooele County Attorney

Tyler Annual Discount Detail (Excludes Optional Products)

Description	Annual Fee	Annual Fee Discount	Annual Fee Net
Additional			
Tyler ReadyForms Processing Software (including Common Form Set)	\$ 5,440	\$ 5,440	\$ 0
TOTAL	\$ 5,440	\$ 5,440	\$ 0

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. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- 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 scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

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

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

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.

First year of ReadyForms SaaS fees are waived. For years 2 and 3, the annual renewal fee is \$4,896 (10% of list price.)