

**Contract number: K15-0003-29**

**MARYLAND ADMINISTRATIVE OFFICE OF THE COURTS  
Land records eRecording System  
STANDARD TERMS AND CONDITIONS**

This Contract is made this 20th day of October 2014, by and between the Administrative Office of the Courts (the "AOC") in the State of Maryland and Simplifile LC, 4844 North 300 West, Provo, UT 84604 (the "Contractor") with Federal Taxpayer Identification Number 01-0658627.

In consideration of the mutual covenants and promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the AOC and the Contractor agree as follows:

**1. Scope of Contract**

- 1.1 The Contractor shall provide eRecording Services (hereinafter "Services"), and other deliverables in accordance with the terms and conditions of this Contract and the following Exhibits, which are attached to this Contract and incorporated as part of this Contract:

Exhibit A: Contract Affidavit

Exhibit B: Request for Proposal dated July 23, 2014, and all amendments and exhibits thereto (collectively referred to as the "RFP")

Exhibit C: Contractor's Proposal dated date of response dated August 14, 2014 ("the Proposal")

- 1.2 If there are any inconsistencies between the contract and any of the Exhibits, the terms of this Contract shall prevail. If there are any inconsistencies between Exhibit B and C, Exhibit B shall prevail.
- 1.3 The Procurement Officer may, at any time, by written order make changes in the work within the general scope of the Contract. No other order, statement, or conduct of the Procurement Officer or of any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section.
- 1.4 Except as otherwise provided in this Contract, if any order causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty days (30) of receipt of a written change order and include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract.

- 1.5 Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

## **2. Term of the Contract**

Unless the Contract is terminated earlier as provided herein, the term of the Contract is the period beginning with contract execution for a period of three years, provided the Judiciary elects to continue implementation after the pilot program. The Judiciary shall have the sole right to exercise up to two, one-year renewal options at its discretion.

## **3. Consideration and Payment**

Contractor submitted a zero price proposal. There is no cost to the Judiciary to develop or implement Contractor's stand-alone or integrated solution, an SaaS (software as a service) product. There is no usage commitment. Contractor shall be compensated by a per-document service fee paid by submitting organizations. Contractor shall contact submitters directly to negotiate pricing. Contractor shall not charge any subscription fee for use of the system for the first year, which will include the pilot, and will limit the fee to no more than \$195 per year, per company or similar organization, for all contract years thereafter.

## **4. Warranties**

The Contractor hereby represents and warrants that:

- 4.1 It is qualified to do business in the State of Maryland and that it will take such action as, from time to time, may be necessary to remain so qualified;
- 4.2 It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- 4.3 It shall comply with all federal, State and local laws applicable to its activities and obligations under this Contract;
- 4.4 It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

## **5. Patents and Copyrights, if applicable**

- 5.1 If the Contractor furnishes any design, device, material, process, code, or other item that is covered by a patent or copyright or which is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license for AOC's use of such item or items.

- 5.2 The Contractor shall defend or settle, at its own expense, any claim or suit against the State, AOC, or their employees acting within the scope of employment, alleging that any such item furnished by the Contractor infringes any patent, trademark, copyright, or trade secret. The Contractor also shall pay all damages and costs that by final judgment might be assessed against the State, AOC, or their employees acting within the scope of employment, due to such infringement and all attorney fees and litigation expenses reasonably incurred by the State to defend against such a claim or suit.
- 5.3 If any products furnished by the Contractor become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement, the Contractor shall, at its option and expense: a) procure for the AOC the right to continue using the applicable item, b) replace the product with a non-infringing product substantially complying with the item's specifications, or c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.
- 5.4 If the Contractor obtains or uses for purposes of this Contract any design, device, material, process, code, supplies, equipment, text, instructional material, services or other work, the Contractor shall indemnify the AOC, its Officers, agents, and employees with respect to any claim, action, cost, or judgment for patent, trademark, or copyright infringement, arising out of the possession or use of any design, device, material, process, supplies, equipment, text, instructional material, services or other work covered by any Contract awarded.

#### **6. Non-hiring of Employees**

No employee of the State of Maryland or any unit hereof whose duties as such employee include matters relating to or affecting the subject matter of this Contract shall, while so employed, become or be an employee of the Contractor.

#### **7. Non-employment of Contractor's employees**

Nothing in this contract shall be construed to create an employment relationship between AOC and any employee of either the Contractor or Contractor's subcontractors. Contractor is responsible for the acts and omissions of its agents, employees, and subcontractors.

#### **8. Disputes**

Any claim regarding the proper interpretation of this Contract shall be submitted, in writing, to the Procurement Officer, together with a statement of grounds supporting the Contractor's interpretation. Pending resolution of a claim by the Procurement Officer, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. An adverse decision to the Contractor may be appealed by the Contractor to the Appeals Board within 15 days of the Procurement Officer's decision.

## **9. Maryland Law**

The place of performance of this Contract shall be the State of Maryland. This Contract shall be performed, construed, interpreted, and enforced according to the laws of the State of Maryland, including State Government Article § 12-204. No action relating to this contract shall be brought in any forum other than Maryland, whether or not the AOC and State are parties to such an action.

## **10. Amendments**

Except as provided in section 2, any amendment to this Contract must first be approved in writing by the Procurement Officer, subject to any additional approvals required by State law and the Judiciary's Procurement Policy.

## **11. Non-discrimination in Employment**

The Contractor agrees: (a) not to discriminate in any manner against any person because of race, color, religion, age, sex, marital status, national origin, disability, familial status, genetic information, and sexual orientation; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

## **12. Contingent Fee Prohibition**

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the Contractor to solicit or secure this Contract, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide salesperson, or commercial selling agency, any fee or other consideration contingent on the making of this Contract.

## **13. Non-availability of Funding**

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal year of this Contract succeeding the first fiscal year, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the AOC's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the AOC from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The AOC shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

#### **14. Termination for Cause**

If Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the AOC may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the AOC's option, become the AOC's property. The AOC shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination, and the AOC can affirmatively collect damages.

#### **15. Termination for Convenience**

The performance of work under this Contract may be terminated by the AOC in accordance with this clause in whole or, from time to time, in part whenever the AOC determines that such termination is in the AOC's best interest. The AOC will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

#### **16. Delays and Extensions of Time**

The Contractor agrees to perform this Contract continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances, regardless of cause, in the performance of services under this Contract. Time extensions may be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of an AOC contract, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or the delay of a subcontractor or supplier arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractor or supplier.

#### **17. Suspension of Work**

The AOC unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the AOC's convenience.

#### **18. Pre-existing Regulations**

The applicable statutes and regulations of the State of Maryland, including those of the Judiciary, are incorporated in this Contract.

## **19. Financial Disclosure**

The Contractor shall comply with the provisions of § 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland.

## **20. Political Contribution Disclosure.**

The Contractor shall comply with Title 14 of the Election Law of Maryland.

## **21. Right to Audit**

The Contractor shall cooperate fully with any audit conducted by the State. The Contractor shall retain and maintain all records and documents relating to this Contract for five (5) years after final payment by the AOC hereunder and shall make them available for inspection and audit by authorized representatives of the State and AOC, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times.

## **22. Cost and Price Certification**

By submitting cost or price information, the Contractor certified to the best of its knowledge that the information submitted was accurate, complete, and current as of **(enter the date of the financial proposal)**. The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date of the financial proposal was inaccurate, incomplete, or not current.

## **23. Subcontracting and Assignment**

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the Procurement Officer's prior written approval, nor may the Contractor assign this Contract, or any of its rights or obligations hereunder, without the Procurement Officer's prior written approval. Any such subcontract or assignment shall be subject to any terms and conditions that the Procurement Officer deems necessary to protect the interest of the State. The AOC shall not be responsible for the fulfillment of the Contractor's obligations to subcontractors.

## **24. Indemnification**

- 24.1 The Contractor shall indemnify the AOC against liability for any suits, actions, or claims of any character arising from or relating to the performance of the Contractor or its subcontractors under this Contract.
- 24.2 The AOC has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any

person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

24.3 The AOC has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

24.4 The Contractor shall immediately notify the Procurement Officer of any claim, suit or action made or filed against the Contractor or its subcontractors regarding any matter resulting from or relating to the Contractor's obligations under the Contract, and shall cooperate, assist and consult with the AOC in the defense or investigation of any such claim, suit, or action.

## **25. Public Information Act Notice**

The AOC provides public access to records in accordance with § 10-617(d) of the State Government Article, Annotated Code of Maryland, and other laws relating to access to public records, including Maryland Rules of Procedure, Rules 16-1001 through 16-1011. If a request is made to review any records pertaining to this contract, the Contractor may be contacted, as circumstances allow, to express its views on the availability of requested information. The final decision on release of any information rests with the AOC.

## **26. Conflict of Interest**

26.1 "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State or the AOC, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Conflict of interest" includes pending litigation in the Maryland courts.

26.2 "Person" includes a contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

26.3 The Contractor warrants that, except as disclosed in § D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

26.4 The following facts or circumstances give rise or could in the future give rise to a conflict of interest (Contractor: explain details-attach additional sheets if necessary; **if none, so state**):

\_\_\_\_\_ None \_\_\_\_\_  
\_\_\_\_\_

26.5 The Contractor agrees that if an actual or potential conflict of interest arises after

the contract commences, the Contractor shall immediately make a full disclosure in writing to the Procurement Officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the Contractor has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the contractor shall continue performance until notified by the Procurement Officer of any contrary action to be taken. The existence of a conflict of interest is cause for termination of the Contract as well as disciplinary action against an employee for whom a conflict exists.

## **27. Notices**

All notices required to be given by one party to the other hereunder shall be in writing and shall be addressed as follows:

**State:** Gisela Blades  
Operations, Administrative Office of the Courts  
2003C Commerce Park Drive  
Annapolis, MD 21401

**Contractor:** Vicki DiPasquale, VP, Sales  
Simplifile LC  
4844 North 300 West, Suite 202  
Provo, UT 84604

**SIGNATURES:**

In Witness Whereof, the parties have signed this Contract this 20th day of October, 2014.

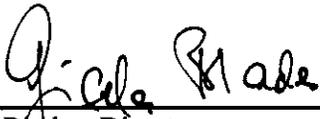
**Contractor:**



Date: October 20, 2014

Signature  
Authorized Representative

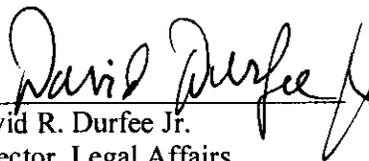
**Maryland Judiciary**

By: 

Date: 10.20.14

Gisela Blades, Director  
Procurements and Contract Administration

Approved for form and legal sufficiency this 24<sup>th</sup> day of October, 2014

  
David R. Durfee Jr.  
Director, Legal Affairs

Maryland Judiciary RFP Project K15-0003-29  
Volume I Land Records E-Recording System  
Simplifile Response Technical Proposal

**Simplifile LC**

4844 North 300 West

Suite 202

Provo, UT 84604

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# Maryland Judiciary RFP Project K15-0003-29

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## Land Records E-Recording System Volume I – Technical Proposal from Simplifile LC

### RFP section 3.4.5.1 a

#### Executive Summary

Simplifile is the leading provider of electronic recording services. Simplifile's e-recording network is the largest e-recording network in the nation. By having the fastest growing and most complete e-recording network, Simplifile is uniquely positioned to provide the most scalable, reliable, and robust e-recording platform available.

Simplifile was incorporated in 2002 with the sole mission to create a simple and easy-to-use e-recording system with industry-leading customer service. Over the last twelve years, Simplifile has not only fulfilled its mission but has expanded it to include the ability to rapidly and seamlessly integrate Simplifile e-recording solutions with any customer system to accommodate electronic document generation, scanning and, most importantly, electronic recording. With more than 1,100 counties enabled and over 6,000 active submitter accounts, we understand the e-recording process.

Over the past twelve years, Simplifile has demonstrated the capability to rapidly and seamlessly integrate our solutions with many systems. In addition to providing superior e-recording technology and third-party vendor integration solutions, Simplifile has distinguished itself among existing clientele by providing proactive support services, including the training and education, design, consultation, deployment, help desk and other support services outlined in this proposal.

Simplifile is pleased to propose e-recording services to Maryland recording jurisdictions. Consistent with the scope of the request, Simplifile herein proposes electronic recording (e-recording) services under an ASP or Software-as-a-Service (SaaS) model designed to receive data, e-record with recording jurisdictions, manage payments to jurisdictions, and return data and recorded images to designated systems through system integration, if required. We are confident in our ability to design, develop, and deploy a custom solution in a timely manner that will meet your organizational goals for efficient, streamlined, affordable and world class e-recording services.

Simplifile takes no exceptions to the requirements of the RFP. Further, Simplifile does not plan to use any subcontractors in the completion of this project.

#### **History**

Simplifile arose from a workflow challenge in the late 1990s.

*Paul Clifford, Mark Reynolds, and Dan Forward* were providing professional consulting services to Freddie Mac and Fannie Mae. The three led a project team tasked with creating an online process that would fully automate the financial and legal document workflow processes—all transactions from order entry to secondary markets—for the mortgage industry.

When the project stalled at the "last mile"—the e-recording of documents submitted by title companies, lien filers, etc. to county recorders—Paul, Mark, and Dan determined to solve the "last mile" challenge. Together, they began designing a recordation architecture simple and affordable enough for small counties to use, yet flexible, secure, and robust enough for large counties and states. Several months later, in June 2002, they incorporated Simplifile to provide public document e-recording services.

In January 2003, Simplifile successfully recorded their first land record document in Utah County, which has a population of more than one-half million. Since then, Simplifile has enabled thousands of counties and submitters to successfully submit and record millions of documents via Simplifile's submitter and receiver solutions. Thanks to Simplifile, simple, secure, and affordable electronic recording is a reality today.

Simplifile continues its commitment to expand its field and corporate operations to enable e-recording in all jurisdictions across the United States and to provide the technology development, product management, customer support, and administrative services required to keep pace with market demand.

## RFP section 3.4.5.1 b and 3.4.5.1 c

### Purpose, Scope and Methodology

#### ***Product Offering***

The Simplifile e-recording system provides complete e-recording services for our customers. E-Recording is the process of recording documents received via the Internet that would otherwise be received in paper by express mail or courier service. As a service provider, Simplifile offers these unique and differentiating qualities to Maryland recording jurisdictions and its employees:

- The nation's largest and fastest growing e-recording jurisdiction footprint – over 1,120 counties currently enabled.
- Innovation and leadership in the history and evolution of e-recording.
- An exclusive focus on e-recording systems.
- The most scalable, reliable, and robust e-recording platform available.
- Enhanced productivity for the Recording Staff.
- The simplicity and ease-of-use of the e-recording system, both interface and navigation.
- A high-touch approach to delivering superior customer service, including education, training on all aspects of the e-recording process, and support to all users in all time zones
- The workflow automation, e-recording and technology experience of the Simplifile team
- The ease of use and flexibility of our customizable e-recording application.
- The alignment of our business mission and philosophy resulting in the following:
  - An efficient process for recording and quicker turn-around of recorded documents.
  - Increased security (risk mitigation) and increased visibility into the filing status of land record documents.
- Significant submitter experience. With more than 6,000 active submitter accounts, we have a clear understanding of submitter expectations and needs to submit document for e-recording.

Simplifile has a proven track record of supporting both County and Submitter installations. Most importantly, Simplifile has demonstrated an unrivaled ability to design, develop and deliver innovative, easy-to-use, standards-based (PRIA) services for the creation, submission, fee transmission, administration, and e-recording of all recordable property document types. PRIA is the Property

Records Industry Association, supporting the recording and e-recording needs of the real estate industry. Simplifile's e-recording architectural design has set the bar in the industry, and our singular focus on e-recording has enabled us to translate that architecture into the market leading e-recording services proposed herein.

Our teams of software developers, sales account executives, and customer support professionals are committed to providing intuitive technology, superior services and the best customer care in the industry. Simplifile is passionate about the experience each client has as they engage this emerging technology and Simplifile works diligently to ensure the success of every implementation.

Under the requirements of the RFP, Simplifile proposes the scope to include all counties in Maryland. Each county will be a separate project, starting with Baltimore County.

### ***Integration Services***

Simplifile will provide complete solutions for customers by integrating the Simplifile e-recording system into customer systems and processes. By working with customers and their systems, Simplifile is able to provide a completely seamless e-recording solution for all Simplifile recording jurisdictions when and as appropriate.

We know that this proposal represents the most secure, rapidly deployable, technically flexible, robust, feature-rich, and service-friendly e-recording solution available in the market today.

### ***How Simplifile Works***

Simplifile is a web-based service that allows you to securely log into our website to: receive, review, and record your documents and return them to the submitter within minutes. We have built into the system the appropriate routing requirements based on document types. This routing is flexible, configured to your workflow requirements. This proposal includes the required routing to the Finance Office, for particular document types, allowing them to verify that outstanding debts have been satisfied before the documents are approved and released to the Clerk of the Court for review and recordation.

In each step of the review process prior to recording, your staff can mark or stamp the documents in flexible ways based on your preferences. These details will be confirmed during the implementation process with each recording jurisdiction. Each county/city recording jurisdiction will be involved in their implementation process, to assure that the e-recording process closely mirrors the paper recording process, to the complete satisfaction of each recording jurisdiction.

Each implementation proposed under this response will provide for integration with the existing ELROI Land Record Imaging System, allowing for data and images to be delivered and stored, after recording, with the Imaging System and accessible by MDlandrec for title searches. Simplifile will provide Maryland recording jurisdictions the capability to maintain internal process while adding e-recording capability. For example, Maryland recording jurisdictions can use Simplifile to receive and record electronic documents and then move them seamlessly into the back office workflow without adding steps to the process. Documents can be submitted directly to the designated county recording jurisdiction using the Simplifile interface, known as QuickStart. Once selected, an account in Simplifile will be created for each Maryland recording jurisdictions to support the document deliveries.

The proposed e-recording solution will also allow for integration to other on-line sources, such as SDAT for tax information. Simplifile has demonstrated its ability to: design, develop and deliver innovative, easy-to-use, standards-based (PRIA) technology solutions for the submission, fee transmission, administration, and successful electronic recording of land records documents. Simplifile's e-recording architectural design has set the bar in the industry, and our singular focus on e-recording has enabled us to translate that architecture into market-leading services.

Simplifile is confident that our services represent the most cost-effective, rapidly deployable, technically robust and extensible, feature-rich, and service-friendly approach to the delivery of e-recording services for your operations.

Simplifile provides robust reporting regarding payment obligations, document totals, and county fees through our website available to all our submitter customers.

### ***Document Workflow***

The county will use the Simplifile E-Recording System to: receive, review and accept / record or reject documents to review, cashier the transaction, and stamp the document. The land record management system (LRMS) provides data for indexing through system integration and then the Simplifile system returns the stamped document to the submitter.

When required, Simplifile currently supports very sophisticated document and process routing and workflow. Simplifile consults directly with the jurisdiction to understand what the custom workflow requirements are and then Simplifile works with all offices or individuals to implement a solution that will meet the requirements that have been identified.

A typical consultation will result in an understanding of what path each document type and all documents must travel and the associated steps that must be accommodated. As part of the consultation, Simplifile will produce a process mapping document for document types that require workflow. The eventual outcome is a tailored receiving and reviewing module for each office or individual involved in the workflow process.

To better understand the proposed routing offered through this RFP response, please review the QuickStart Sample Guide for Maryland E-Recording document attached to this Volume I RFP Response. This guide provides some screen shots and workflow screens that reflect our current vision of the Routing requirements needed to properly implement electronic recording in Maryland. The process reflected in this sample guide can be revised based on workflow requirements obtained at each County's requirements meeting with Simplifile.

The Simplifile E-Recording System allows for all receivers (i.e. Recorder, Assessor, Auditor, Treasurer and/or Finance department) to either accept or reject documents or packages of documents. As part of the acceptance and rejection process, customized notes, specific notations/stamps and even specific directions can be communicated to other county offices and the submitter.

### ***County Recording Fees/Taxes Workflow – ACH***

Simplifile conducts all payments and collections through its preferred payment method, which is Automated Clearing House (ACH) Transactions. Simplifile tracks all fees (daily) and generates a NACHA file, which is the instruction file submitted to the ACH system to instruct it to transfer funds between participating bank accounts. At the end of each day, Simplifile submits one NACHA file to the ACH system to transfer funds from the submitter's bank account and funds are also transferred to the county's bank account(s). Settlement with the county occurs daily and ACH transaction reports can be viewed and downloaded for accounting and reconciliation purposes from within the system. If a document is rejected, funds will not be transferred until that document is recorded. This process varies slightly from county to county in order to meet county requirements and county specific needs will be discussed in our project planning meetings.

### ***E-Recording Reporting***

Simplifile provides various reports that can be reviewed at any time by enabled County employees. Upon request, Simplifile will provide sample reports and train on the use of said reports. Data can be exported from Simplifile in the following file formats: pdf, excel, csv or html. Reports can be pulled as

needed or provided through Subscriptions which allow for emailed reports on any selected schedule to any enabled employees.

## RFP section 3.4.5.1 d

### Proposed Implementation

#### ***E-Recording Process Details***

The following bullet points provide a more granular view of e-recording workflow processes and operations available with Simplifile.

#### ***Document Packaging & Submission***

- Documents may be submitted by banks, attorneys, title companies or any other approved licensed entity that are registered and known to the recording office as a trusted submitter.
- Simplifile provides training to submitters through local account representatives and by online training and support classes.
- Submitters have password-protected account access to ensure secure document transmission.
- Documents are submitted in packages consisting of one or more documents.
- Document types are selected from a predetermined drop down list provided by the county.
- Documents are uploaded or scanned into TIFF images and can be placed in the order in which they are to be transferred and recorded.
- Before submitting the document, Simplifile provides an estimation of the recording fee to the submitter, including taxes.
- All required fields must be populated before a submitter may move further along in the e-recording process; this includes all required indexing fields that have been provided by the county. Submitters have the ability to save the name entered and add as many other names as necessary under the indexing fields.
- Submitters also have the ability to review, edit, delete, and save any or all information from documents within a package prior to sending for submission.
- Helper documents can also be delivered with recordable document, if required for the recording workflow. Helper document would be documents that need to be seen by the Clerk prior to recording but are not typically recorded. Simplifile can provide a workflow that supports Helper documents, at the County's request.
- Once a submitter has selected the "Submit" button, a notice appears notifying the submitter that once the package is submitted it cannot be retracted.
- Document packages are submitted securely to the target county via the Internet through Simplifile.
- All packages may be accepted or rejected as a unit, meaning that if a single document is rejected, the entire package is rejected; or packages may be designated such that individual documents are independently recorded. Documents will move through the system based on your specific workflow process.
- Documents are submitted in PRIMA XML format, which includes document images as base 64 encoded binary objects.

- Documents are recorded in the order submitted. If a document is rejected, it will be returned to the submitter with a rejection reason as outlined by the county. The submitter will be notified and then will be able to go back into their document, fix the mistake and resubmit for recording.
- Once the documents are recorded, the submitter will be notified that their document package has been approved and recorded.
- All submissions are tamper sealed using industry-standard hashing techniques. A tamper seal allows subsequent verification that the submission has not been altered in any way.
- All transmissions employ standard Internet Protocols secured by SSL with 128 bit encryption and require user authentication.
- The document is accepted and recorded. Per county requirements, post-recording processing such as indexing, cashing and general processing, can occur the same way in which walk-in documents are processed.
- Simplifile immediately returns the recorded document and metadata to the submitter.
- After recordation, the package can be saved for later use by the county.
- During this entire process, various departments within the county can view the detailed reports provided by Simplifile.

### ***County Document Receipt, Review & Recording***

The following workflow processes and features are available with Simplifile.

- The county will be notified that an e-recording package has arrived by a chime, if logged into Simplifile.com or by email.
- Receivers log into Simplifile with a username and password to be able to view all packages and documents within the queue.
- Documents/packages in queue will indicate a date and time sent, number of documents in package, status of documents/packages and submitter name.
- Upon receipt, each document is validated against criteria provided by the target county.
- The Target County reviews submissions and then can accept or reject documents at this point.
- Simplifile provides the ability to physically review and validate the document, automatically calculate fees, comply with county policies and procedures, count pages, etc.
- Documents and/or packages may be rejected by the county and returned to the submitter with the appropriate rejection notations.
- Upon resubmission, only those documents that were previously rejected require a new review.

Based on the recording jurisdiction's workflow requirements, various county departments can be enabled with their own queue to allow for review, rejection, modification, and/or acceptance of documents. Acceptance will then move the documents into the next queue process. For example, Simplifile can establish a review queue for the Assessor's office. Only upon approval of said document, would it move into the next review queue for the recording jurisdiction. These types of "routing" queues are available within Simplifile's solution, and can be configured to closely mirror the paper workflow between any corresponding departments to complete the recording process.

During the submission process, the county has the ability to do the following:

- View the first page of the first document in the package along with thumbnails and Information pertaining to the document such as recording fees and indexing information from the submitter on one screen.
- Review each page of the document individually.
- Edit document type, consideration amount, page count and "no charge" page count as needed.
- Edit and recalculate fees as needed.
- Exempt a document from State and County recording fees /taxes and choose an exemption reason from a predetermined drop down list.
- Accept the document for recording
- Apply electronic validation stamp in the same style and format as that applied to paper documents with the exception that the electronically applied stamp will indicate the document was recorded electronically. The validation stamp will keep date, time, instrument number, book, and page numbers in sequence with paper documents and can be placed anywhere on the document.
- Save the document and proceed to next document in the package if there is more than one document in the package.

### ***County Land Records Management System Integration***

A county may choose to integrate Simplifile with their LRMS system or not, thereby giving smaller counties the ability to e-record without significant investment. Electronically recorded documents will integrate seamlessly with the county register of deed's records management system in any number of ways, based on the capabilities of the LRMS system and the workflow processes agreed to at the time of the implementation. Integration options can be discussed as part of the implementation process or at any time in the future, as the county's needs change.

Each implementation proposed under this response will provide for integration with the existing ELROI Land Record Imaging System, allowing for data and images to be delivered and stored, after recording, with the Imaging System and accessible by MDIandrec for title searches. Simplifile will provide Maryland recording jurisdictions the capability to maintain internal process while adding e-recording capability. For example, Maryland recording jurisdictions can use Simplifile to receive and record electronic documents and then move them seamlessly into the back office workflow without adding steps to the process. Documents can be submitted directly to the designated county recording jurisdiction using the Simplifile interface, known as QuickStart. Once selected, an account in Simplifile will be created for each Maryland recording jurisdictions to support the document deliveries.

Further integrations into other State of Maryland systems, needed to facilitate a clean workflow for recordable document can also be added to this Scope of Work based on defined needs. No additional cost would be associated with these additional system requirements.

### ***Template Documents***

Simplifile is able to provide a Template form of the State of Maryland Land Instrument Intake Sheet so that if a Submitter wishes to complete the form as part of the E-Recording Package Submission Process, rather than prepare it separately and attach it as the last page of the recordable document, the Submitter would be able to do so. Upon delivery of that form as part of the recording package to a particular County, Simplifile can provide the image and the XML data to the County office based on a workflow to be designed, upon request. Template documents and XML data sets are services already available in Simplifile. The formatting and delivery process is available under the terms of the response but more details would need to be provided prior to implementation to assure that the data and image is delivered as needed at the County and/or State level.

Simplifile is able, upon request, to work directly with the State Department of Assessments and Taxation to coordinate the import/export of data from the Intake Sheet to streamline the delivery and updating of property ownership data received on said Intake Sheet at the time of recordation.

## RFP section 3.4.5.1 e

### Roles and Responsibilities

Simplifile has a proven leadership team as well as a team of software developers, regionally based sales professionals and customer support professionals. Our staff is committed to providing intuitive technology, superior services and the best customer care in the industry. Simplifile is passionate about the experience each client has as they engage with this proven technology and team of professionals. We will work diligently to ensure the success of every implementation. Our leadership team includes:

#### **Paul Clifford, President**

Paul manages all aspects of Simplifile's corporate strategy. Recognized as an e-recording industry founder, Paul frequently presents at state and national industry trade shows and conferences.

Before founding Simplifile, Paul served as the Director of Corporate and Strategic Planning for iLumin Corp., where he was responsible for researching, modeling, and creating strategic business plans and projects, including an automated mortgage transaction initiative for Freddie Mac and Fannie Mae.

Additionally, Paul has experience as a business strategy consultant and as a Senior Financial Analyst for The Clorox Company. Paul's academic credentials include a BS degree in Finance from Brigham Young University and an MBA from the University of Connecticut.

#### **Vicki DiPasquale, Vice President, Sales**

Vicki supports the sales activities for the company, focusing on county and submitter growth throughout the U.S.

Prior to joining Simplifile, Vicki worked for underwriters, attorney and corporate agents and several real estate-related companies. During her 30 year career she has also worked independently lending her real estate experience to a number of consulting projects and as a traveling notary/closer. Vicki has experience in all aspects of title insurance, closing, sales, agency and management. She also has an affinity for using technology to simplify business processes. Vicki holds a Doctorate degree in Business Management.

#### **Mark Ladd, Director of Channel Sales**

Mark is responsible for developing and maintaining strategic Simplifile partnerships and county relationships.

Mark comes to Simplifile with nearly a decade of experience in e-recording and creating national technology standards for the mortgage and property records industries. Prior to joining Simplifile, Mark most recently acted as a consultant for the Property Records Industry Association (PRIA) on the PRIA Technology Committee and the PRIA Land Fraud Committee. As part of his role with PRIA, Mark also worked as the vice-chair of the Residential Governance Committee for the Mortgage Industry Standards Maintenance Organization (MISMO).

For eleven years, Mark also served as Register of Deeds for Racine County, Wisconsin. During his tenure as Register of Deeds, Ladd rolled out Racine County's Electronic Recording System and recorded the first fully electronic real estate document in the state of Wisconsin.

#### **Nancy Alley, Vice President of Strategic Planning**

Nancy brings more than 22 years of financial services and mortgage industry experience to her role as the Vice President of Strategic Planning at Simplifile. She has dedicated her career to driving innovation and leveraging technology in the mortgage industry. Prior to joining Simplifile, Nancy led the product strategy for ISGN, architecting a strategic vision for a suite of technology offerings, spanning the mortgage lifecycle from origination to default. She brings an extensive knowledge of cloud-based offerings through her experience running Xerox Mortgage Services, the provider of the of the BlitzDocs® intelligent collaborative network.

Nancy also led the product management and engineering efforts of eSignSystems, a leading eSign and eVaulting provider, and spent eight years at GE Capital Corporation evolving her product management and business development skills in mortgage banking technology.

A noted industry thought leader, Nancy was recognized as a "Woman of Influence" by *HousingWire Magazine* and a "Tech All-Star" by *Mortgage Banking Magazine* in 2012 and was awarded the *Mortgage Technology* "Steve Fraser Visionary Award" in 2011. Nancy holds a bachelor's degree in business administration from the University of Michigan Ross School of Business.

#### **Auri Burnham, Director of Finance and Accounting**

Auri directs all financial, budgeting, forecasting and accounting activities at Simplifile.

Prior to joining the company, Auri served as CFO/President for a local land company where he handled all aspects of the Accounting and Finance Department as well as managing the Retail Land Development Department.

Earlier in his career, Auri spent many years working for Deloitte and Touche where he worked on tax consulting projects across the nation and specialized in corporate taxation. Auri holds a Masters in Accounting [MACC] from Brigham Young University and is a Certified Public Accountant [CPA].

#### **Adam Lane, Director of Core Development**

Adam manages Simplifile application development, system architecture, and accompanying infrastructure.

Prior to Simplifile, Adam held positions at the Waterford Institute, a nonprofit organization dedicated to providing high-quality educational programs and software. At Waterford, Adam maintained their flagship Early Reading Program and developed the Waterford Enterprise Tools-a collection of internal applications providing data collection and collaboration features.

Adam's 10 years of software development experience includes designing, architecting and implementing numerous business and software development tools. Adam holds a Bachelors of Science degree in Computer Science.

#### **Richard Jackman, Marketing Director**

Richard manages the day-to-day marketing activities for the company. His duties include the management of Simplifile's marketing communications, public relations, and product marketing activities.

Preceding his position at Simplifile, Richard was a Senior Marketing Manager for Bungee Labs, a software-as-a-service (SaaS) company dedicated to the creation of online development tools for

deploying web applications. While at Bungee, Richard oversaw all Search Engine Marketing (SEM), Search Engine Optimization (SEO), multimedia, and online marketing strategies.

Richard brings over 10 years' experience in marketing high tech products and services to Simplifile. Richard's past positions include managing both internal marketing and public relations teams as well as outside agencies. Richard holds a Bachelors of Science degree in Business Management, with a focus in Marketing.

#### **Nathan Jones, Support Services Manager**

Nathan manages the daily operations of the support services for the company. His duties include coordination, organization, and training of support personnel.

Prior to joining the company, Nathan was the supervisor of the Call-Center at iLinc Communications, a conference call software company focused on the scheduling, creation, and execution of large conference calls and web-conferences. While at iLinc, Nathan oversaw the development, training, and staffing of all Call-Center employees.

Nathan brings over 9 years of experience in Customer Service to Simplifile with 6 of those years focused on telephone support and call floor management. Nathan holds a Bachelors of Science degree in Business Management from Utah Valley University.

## Documentation and Training

### ***Documentation***

Prior to each implementation, the items on this checklist are needed as Simplifile begins the county implementation. Baltimore County will work with a Simplifile account representative to define these items and how they apply to Baltimore County's implementation.

- MOU/Agreement
- Contact Information
- Workflow Requirements
- Helper Doc Requirements
- Fee Schedules
- Doc Type Listing
- Indexing Requirements
- Completed Bank Form
- Stamp
- Rejection Reasons List

### ***Training***

Training from our Simplifile Services team is available in conjunction with installation and configuration services. We offer free onsite and/or webinar training at the county's direction. Due to the ease of use of the system, the training can typically be accomplished in less than one hour, but training can be modified based on the county's needs.

## RFP Response 3.4.5.1 f

### Procedure Plan

Simplifile will work with each county to coordinate receipt of requirements to facilitate a quick integration process. System requirements and general information about the system requirements are noted in this section. As soon

as Simplifile receives the approval to move forward, we will schedule a call with the first County staff and Project Manager to discuss next steps. Each step in the process will be done with the support and cooperation of the County and Project Manager, assuring satisfaction throughout the implementation. After testing, live documents will be submitted in a monitored environment. Working with existing Simplifile submitters, we will deliver some live documents into the system and work directly with the County staff as they process their first live e-recordings. Additional workflow changes, if needed, will be fully tested before the next live documents are delivered into the system. This process will go on as long as needed for the County recording staff's comfort and understanding of the system.

The PM, County and Simplifile will work toward a Live date, at which time the newly enabled e-recording system will be opened up to all Simplifile submitters. If a more conservative "opening" is preferred by the County, Simplifile will work to assure the volume of submissions are comfortable to the new County e-recording users prior to opening the system fully live.

**Technical Support**

Simplifile will provide 24/7 technical support to Customers through authorized account contacts with technical support on setting up and configuring Customer account(s), access to Services, and other issues related to the Services.

Simplifile uses commercially reasonable efforts to maintain a standard response time to technical support issues. This response time will depend on the complexity of the inquiry and support request volume. Simplifile assigns the highest priority to customer inquiries related to server unavailability.

Support is available by email by contacting our support department at support@simplifile.com or by calling our support department at 1-800-460-5657.

**Custom Configuration and Integration**

For the tasks that cannot be performed through existing Simplifile administrative control panels or for services that are not included or purchased by Customer, Simplifile will also provide custom development, reporting, and configuration to provide Customer reasonable functionality to provide additional Services agreed to by both parties. If the specific request cannot be met within 30 days, Simplifile will inform customer of a projected date that both parties can agree to. Additional requirements may need to be defined to ensure that system changes are made to satisfy the customer's request.

**System Requirements**

A PC with high-speed Internet access and video card is required to run the Simplifile E-Recording Solution. No additional hardware or software is required. For further clarification, please review the charts below:

**Hardware Requirements**

<u>Hardware</u>	<u>Minimum</u>	<u>Preferred</u>
Personal Computer (PC)	800 MHz processor / 256 MB RAM	2 GHz Processor / 512 MB RAM
Video Card	64 MB RAM	256 MB RAM
Monitor	17" / low resolution	19" – 21" / high resolution
Scanner	Twain-compatible desktop scanner or Network scanner	300 dpi sheet fed (ADF)

### ***Internet Connectivity Requirements***

<u>Connectivity</u>	<u>Minimum</u>	<u>Preferred</u>
High-Speed Connection	Broadband	T1 or greater

### ***Software Requirements***

#### Software

Microsoft Windows 98/ME/NT/2000/XP/2003/2007  
Microsoft Internet Explorer 5.5 or better (-25 MB)  
Sun Java Plug-in 1.5.0 or better (8 MB)

### ***System Administration***

Simplifile provides a Web-based, user interface by which authorized county users can access and manage Simplifile services. Administrative options include:

- Enable/Disable Users and set preferences
- Generate Reports
- Submitter performance
- Daily detail report
- Process Payments
- Daily financial report
- Create NACHA file for ACH collections

### ***Security and System Hosting Capabilities***

The Simplifile system is hosted at redundant third-party hosting sites located in the United States. The relevant characteristics of these facilities are:

- Multi-homed network over multiple ISPs
- Managed services, including monitoring & alert, remote hands and 24 hour expert support
- Protected power (UPS & Generator)
- Biometric and Proxy Card security with video monitoring
- Double interlocked dry pipe fire suppression
- Zone 4 seismic structure
- Redundant climate control systems
- 20" raised flooring

### ***Communications and Security***

Simplifile transmissions occur over the Internet using the Secure Socket Layer (SSL) protocol and 128-bit encryption. System access is password protected and submitter and county users must be authorized by submitter and county representatives respectively.

## **Support**

Simplifile is proud to offer a highly skilled and reliable customer support team made up of ten employees that are available to assist counties and their customers during the working hours from 6:00 am MST to 9:00 pm MST. In addition, Simplifile also offers 24 hour on-call support should any county require assistance outside of county operating hours. Simplifile is dedicated to world-class customer service which results in reliable service level guarantees.

## **Warranty and Maintenance**

Simplifile provides maintenance on all products and services as part of the Simplifile's commitment to each customer. Maintenance can be provided in accordance with county requirements and Simplifile will meet with the county as part of the needs assessment in order to produce an adequate and fitting Service Level Agreement between Simplifile and the County. Simplifile warrants all Simplifile products and services and guarantees their commercial viability and the workmanlike effort used to develop and maintain all products and services.

To ensure optimal performance and security of the Services, Simplifile will routinely perform maintenance on a regularly scheduled basis within its published maintenance windows. This may require specific Services to be suspended during the maintenance period. Simplifile schedules maintenance windows during the early morning hours when there are no or few connections. Customer will receive notice in advance of any scheduled maintenance that may adversely affect Services.

Under certain circumstances Simplifile may need to perform emergency maintenance, such as security patch installation or hardware replacement. Simplifile will not be able to provide Customer with advanced notice in case of emergency maintenance.

## **Service Availability**

Simplifile Services will have a 99.5% availability each calendar month, during normal e-recording business hours.

Simplifile Services will not be considered to be unavailable for any outage that results from any maintenance performed by Simplifile of which Customer is notified at least 24 hours in advance; during Customer's implementation period, during Simplifile's then-current standard maintenance windows; or as a result of Customer's request outside of the normally scheduled maintenance.

## **Confidentiality**

Simplifile is committed to protect Customer privacy and the confidentiality of Customer data to the maximum extent permitted by law and/or accepted by industry standards.

## **Data Retention**

While Customer account is active, Simplifile will retain Customer data, including but not limited to recorded documents, documents in process, their associate images and related data.

## **Billing Disputes**

Simplifile must receive notice of billing disputes within sixty (60) days of the date your account was invoiced or the transaction occurred for the Services or Customer shall be deemed to have accepted such charges.

### ***Affidavits and Contracts***

Simplifile will comply with the RFP requirements for delivering approved Affidavits and Contracts; including any Statement of Work needed to satisfy the Mandatory Contractual Terms established in the RFP and response from Simplifile.

Pursuant to RFP Section 1.26 Verification of Registration and Tax Payment, Simplifile LC has registered with the Department of Assessments and Taxation.

## **RFP Requirements 3.4.5.1 g**

### **Timeline**

Simplifile can have the proposed product installed in 6-8 weeks from the date of engagement. Our integration team is world class and provides excellent customer service and support. They will work hand in hand with Baltimore County to make sure the process is as smooth as possible and completed on time. Each future county's implementation will be handled as its own project, sharing data from the last integration as useful. Each future implementation will be installed within 6 weeks after the requirements have been agreed to and all items listed in Documentation above, have been received by Simplifile. Maryland implementations will be given dedicated development resources, assuring each implementation is handled as contemplated under this RFP response

Simplifile provides a sophisticated and robust electronic recording receiving system for counties and recording jurisdictions. The Simplifile Electronic Recording Receiving solution can be customized to meet the needs of any recording jurisdiction and can be integrated into the existing workflow of the county while ensuring compliance with county policies, procedures and rules. The Simplifile Electronic Recording Receiving solution is compliant with the PRIA E-Recording XML standard and contemplates receiving electronic documents for recording from any and all submitters. There is no need for the county/recording jurisdiction to invest in additional hardware or software in order to begin electronic recording using the Simplifile Electronic Recording Receiving solution. The Simplifile E-Recording System can be implemented following an in depth needs assessment and workflow analysis. The Simplifile E-Recording System incorporates the ability to receive electronic document packages which arrive in the recording module automatically when a document submitter submits documents for electronic recording.

Simplifile can customize any aspect of the Electronic Recording Receiving system to integrate and work seamlessly with the existing county land records system through sophisticated web services or simple data pass technologies. As such, Simplifile looks forward to consulting with Baltimore County to identify needs, workflow requirements and integration techniques that will meet and surpass the County's needs for electronic recording/filing. The same process will be used for subsequent counties after the initial RFP requirements have been met.

## **RFP Requirements 3.4.5.2 and 3.4.5.3**

### **Offeror Experience**

Since 2002, Simplifile has demonstrated the capability to rapidly and seamlessly integrate our solutions with many systems. In addition to providing superior e-recording technology and third-party vendor integration solutions, Simplifile has distinguished itself among existing clientele by providing proactive support services, including the training and education, design, consultation, deployment, help desk and other support services outlined in this proposal.

Simplifile has more receiver systems, more submitter accounts and more active partners than any other e-recording vendor. With a dedicated perspective, focused only on providing the best e-recording expertise in the industry, Simplifile's experience speaks for itself. Any of our receiver, submitter or partner customers can offer their perspective on Simplifile's approach to customer support and service after the sale.

Simplifile is already registered to do business in Maryland. Our number is Z15994536.

## References

Simplifile currently works with well over 1,100 counties and has QuickStart or QuickStart Plus solutions in more than 100 county locations across the United States, both large and small counties. Some county references for your consideration include:

State of Alaska  
550 West 7<sup>th</sup> Avenue  
Suite 1200  
Anchorage AK 99501  
Vicky Backus, Recorder  
(907) 269-8882

Hamilton County, OH  
138 East Court Street, Suite 209  
Cincinnati, OH 45202  
Wayne Coates, Recorder  
(513) 946-4561

Honolulu County Bureau of Conveyances  
1151 Punchbowl Street  
Honolulu, HI 96813  
Nikki Thompson, Recorder  
808-587-0148

Sarpy County, NE  
1210 Golden Gate Drive, Suite 1109  
Papillion, NE 68046  
Lloyd Dowding, Register of Deeds  
(402) 593-5773

Hamilton County, TN  
400 Courthouse Building  
625 Georgia Avenue  
Chattanooga, TN 37402  
Pam Hurst, Register  
(423) 209-6570

## RFP Requirements 3.4.5.4

### Financial Capability and Insurance

#### *Financial Capability*

Simplifile is a privately-held corporation formed in Utah as an LLC. Based on excerpts from Allred, Jackson, an independent auditor that has reviewed Simplifile's financial records for more than 5 years, the following information is provided to assure the State of Maryland of Simplifile's financial stability. Financials are available upon request under a signed Non-Disclosure Agreement between the State of Maryland and Simplifile LC.



#### INDEPENDENT AUDITORS' REPORT

To the Members' of  
SimpliFile LC

We have audited the accompanying financial statements of SimpliFile LC, which comprise the balance sheets as of December 31, 2013 and 2012, and the related statements of income and members' equity, and cash flows for the years then ended, and the related notes to the financial statements.

#### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

#### Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

#### Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of SimpliFile LC as of December 31, 2013 and 2012, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

North Logan, UT  
January 28, 2014

ALLRED JACKSON



## RFP Requirements 3.4.5.5

### Subcontractors

Simplifile does not anticipate the use of any subcontractors on this project. Simplifile does not currently employ the use of subcontractors. All work is done by Simplifile employees.

## RFP Requirements 3.4.5.6

### Required Documentation

Attached to this response is:

1. Bid/Proposal Affidavit
2. Copy of Insurance endorsement.

## RFP Requirements 3.4.5.6

### Bid Proposal Affidavit

#### **Bid Proposal Affidavit**

##### A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT I am the Vice President and the duly authorized representative of Simplifile LC and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

##### B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing Contracts with public bodies, has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):  
N/A

##### C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

(1) Been convicted under state or federal statute of:

(a) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or

(b) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;

- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961, et seq., or the Mail Fraud Act, 18 U.S.C. §1341, et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of the Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1) through (5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or
- (9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in Section B and subsections (1) through (7) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment): N/A

**D. AFFIRMATION REGARDING DEBARMENT**

I FURTHER AFFIRM THAT Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension):  
N/A

**E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES**



I FURTHER AFFIRM THAT (1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification): N/A

**F. SUB-CONTRACT AFFIRMATION**

I FURTHER AFFIRM THAT Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

**G. AFFIRMATION REGARDING COLLUSION**

I FURTHER AFFIRM THAT Neither I, nor to the best of my knowledge, information, and belief, the above business has:

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted; (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I FURTHER AFFIRM THAT I am aware of, and the above business will comply with, Election Law Article, §§14-101—14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

**H. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT**

I FURTHER AFFIRM THAT (1) The business named above is a (domestic XX) (foreign \_\_) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is (IF NOT APPLICABLE, SO STATE):

Name: Simplifile LC  
4844 N 300 W, Ste 202  
Provo, UT 84604

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

#### I. CONTINGENT FEES

I FURTHER AFFIRM THAT The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

#### J. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: August 12, 2014

By:   
Victoria L. DiPasquale  
VP, Sales  
Simplifile LC

Evidence of Insurance

 <b>CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 12-10/2013			
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.					
<b>IMPORTANT:</b> If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).					
<b>PRODUCER</b> Granite Insurance Agency, LLC 5330 S. 900 E #130 Salt Lake City, UT 84117	<b>CONTACT NAME:</b> PHONE: (801)261-1303 FAX: (801)261-1303 ADDRESS:	<b>INSURER(S) AFFORDING COVERAGE</b> INURER A: Travelers Insurance Co INURER B: INURER C: INURER D: INURER E: INURER F:			
<b>INSURED</b> Simplifile, LC 4844 N. 300 W Provo, UT 84604					
<b>COVERAGES</b> <b>CERTIFICATE NUMBER:</b> <b>REVISION NUMBER:</b>					
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CLASS	TYPE OF INSURANCE	POLICY NUMBER	POLICY PERIOD (START/END)	REVISION PERIOD (START/END)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLICABLE PER POLICY	ZLP 15R5886A	12-15-2013	12-15-2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS, COMPOUND ANNUAL \$2,000,000
A	<b>AUTOMOBILE LIABILITY</b> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> RETIRED AUTOS	BA 6B932604-12	04-02-2013	04-02-2014	BODILY INJURY (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DEF. RETENTION \$	ZUP 15R58883	12-15-2013	12-15-2014	EACH OCCURRENCE \$1,000,000 AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETARY PART-TIME EXECUTIVE (Arbitrarily Pricing) Fee description: DESCRIPTION OF OPERATIONS:	UB 6D73625	12-15-2013	12-15-2014	Y/N N/A \$1,000,000 \$1,000,000 \$1,000,000
A	E & O Network & Information Communication & Media	ZPL-11T82188-12-14	01-09-2014	01-09-2015	\$2,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 901. Additional Remarks Below, if more space is required)					
<b>CERTIFICATE HOLDER</b> No Holder			<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Dan Sorenson		

ACORD 25 (2010/05)

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Printed by ASM on December 10, 2013 at 03:47PM

# Maryland Judiciary RFP Project K15-0003-29

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## QuickStart Sample Guide for Maryland E-Recording Volume 1 – continued Land Records E-Recording System

Welcome to e-recording! The following are training notes on how your documents might be electronically recorded using our QuickStart receiver software. The various screen shots represent Simplifile's implementation strategy for the purposes of responding to the RFP. Actual user needs might affect this process if we are selected as a vendor.

Logging into <https://simplifile.com> you notice the 'Https'- this is the same encryption used by banks and many other organizations. The communication between your recording jurisdiction and the submitters uses a secure 128-bit encryption to protect the validity, and content of all documents.

There are many set up features available for documents. Simplifile can provide specific document routing options to as many different departments as needed to facilitate the recording of electronic submissions. In this document we will show Routing for both the Finance Department and the Recording Department. Some documents will not need to be viewed by both departments. Based on the specific document set up and requirements within each recording jurisdiction (county/city), Routing can be designed to specifically follow the current paper flow. The Simplifile system routing can be configured based on individual County requirements and document types. Under the terms of the RFP Response, each County's requirements may involve unique workflows, different from the examples provided herein. Any of these specific requirements available within the Simplifile system are offered to each county during the implementation process.

The following screen shots and workflow statements are for designed to offer one possible workflow scenario but others are available based on each individual County's requirements determined during implementation.

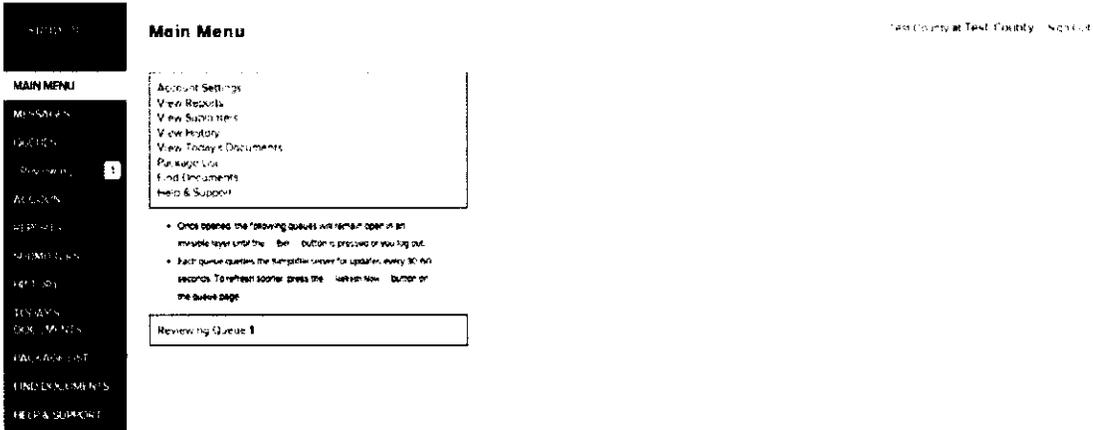
### Main Menu

Our "Main Menu" screen the software automatically checks the Reviewing Queue for document status updates. If there are any documents waiting a number appears such as a "(1)" to the right of the Reviewing Queue. An example of the Main Menu page for a County is below.

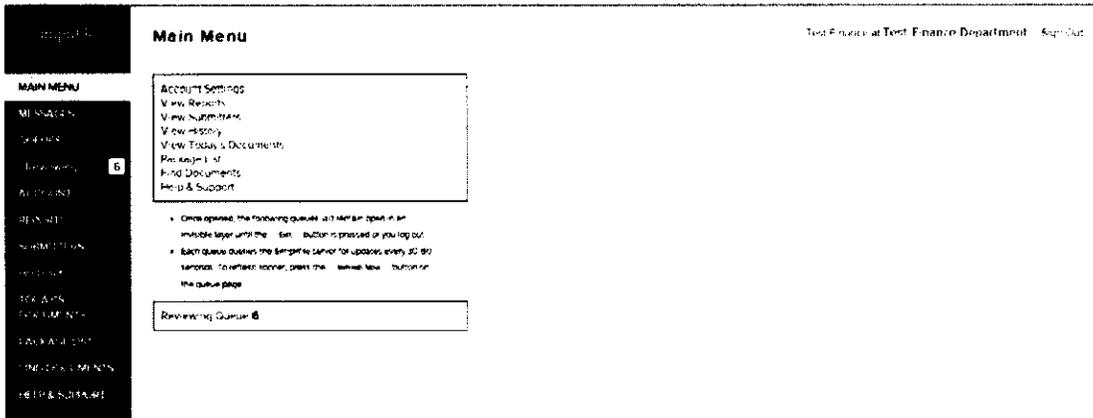
The Maryland test site has been configured to include a Reviewing Queue for the Finance Department. Only the documents that need to be routed to Finance would show in their Queue. Documents created as part of a package that do not need to be seen by the Finance department, would be included in the recording package but would not show during the Finance department review.

Based on workflow requirements, the Finance Department will be able to mark, stamp, initial or otherwise add information to the document upon Review. These abilities will be constructed to closely mirror the paper recording process. The Finance Department can provide any/all "stamp" requirements during the implementation of each County.

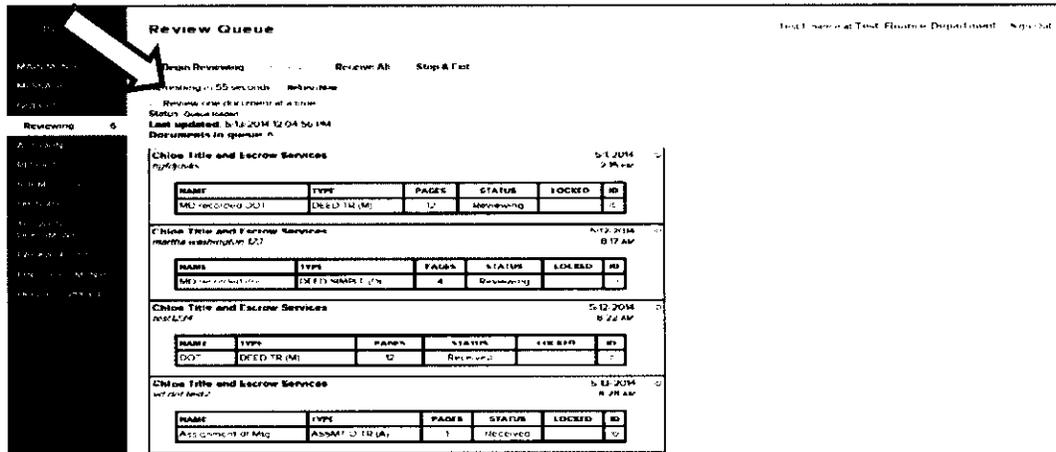
As currently conceived, once the Finance Department has completed their Review and Acceptance of the appropriate documents, the whole package would move onto the Review Queue of the Recording Department. If the Finance Department Rejects the document, the whole package would be returned to the Submitter along with the reasons for the Rejection. In this scenario, the Submitter would receive the Rejected package back directly from Finance and the Recording Department would not receive the Package into their Review Queue.



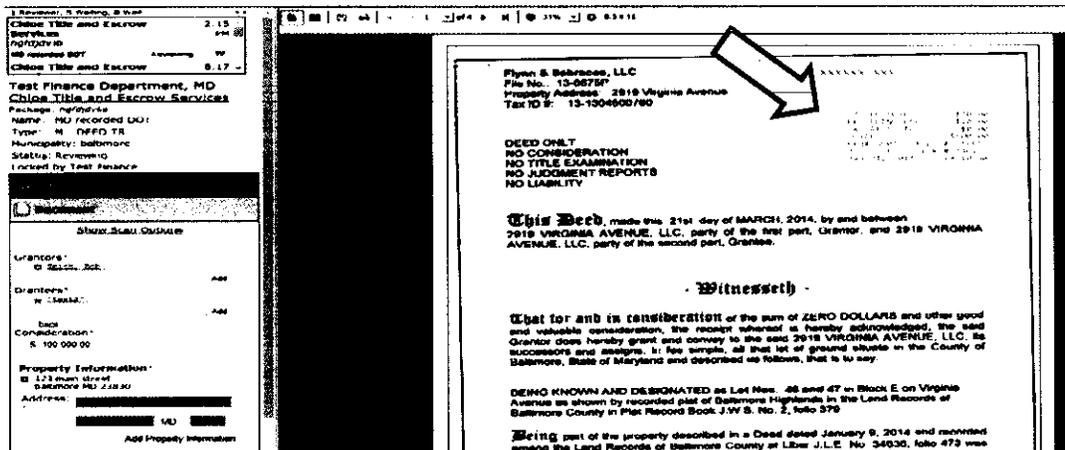
## Reviewing Queue – Finance department



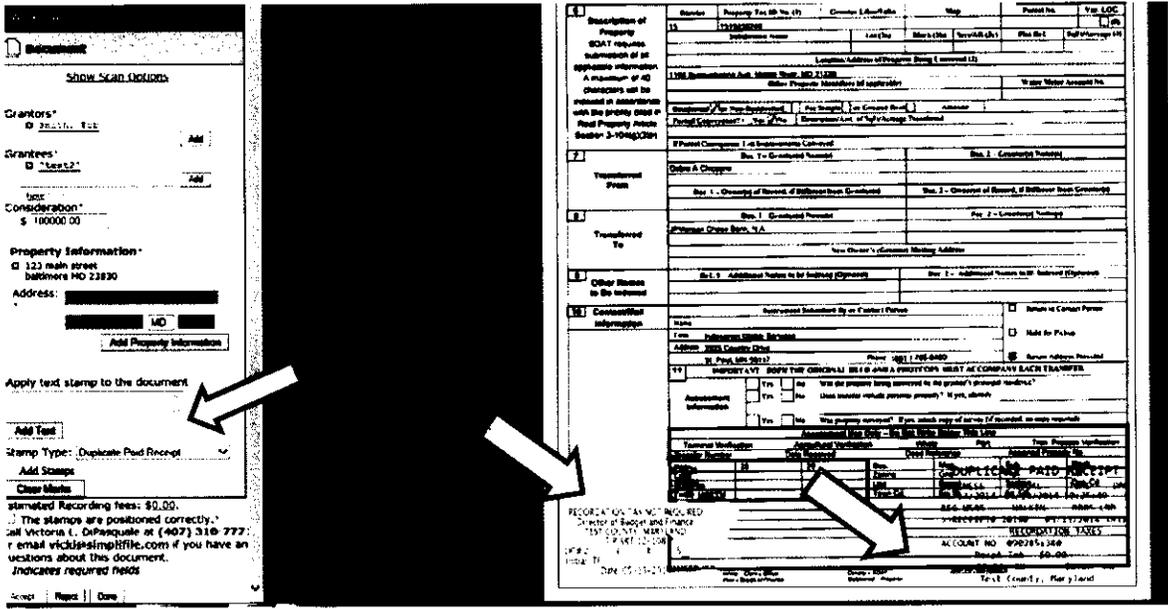
For this example the (6) indicates there are six documents in the Finance department Reviewing Queue for review via electronic recording. To being reviewing documents, from our **Main Menu** click on the words (a blue link) titled, "**Reviewing Queue**". Next, the Reviewing Queue loads all of the documents recently sent, and refreshes every minute to check for new documents. This is what the page will look like as all documents get loaded into the Queue after login.



To begin reviewing documents click on the "Begin Reviewing" button. A dual-window pane opens and displays information about the document on the left and the document is viewed on the right. Once you click on Begin Reviewing, the screen below will load showing you the first document in the first package. You will see the image of the recordable document on the right side of your screen and the Workflow data on the left side. The recording stamps (at this point they are called **Ghost stamps** since they are only placeholders, not the actual recording stamp) will be in red. They can be moved to another location, if desired.



The Reviewing Queue is designed to allow multiple clerks to be logged in simultaneously. If more than one clerk is logged in then one package goes to the first clerk and the second package goes to the second clerk to avoid confusion and the possibility of having a document accepted twice. Moreover, while you are reviewing a document it is locked, and assigned to your user-name. In addition, at any time when reviewing a document you can click on the "Done" button to close the document view.



The Finance Department has the option to: Apply stamps, Accept/Reject, place free-text information onto the document and add/delete/verify the data received. Here are some samples of the stamps we have configured for Test county, MD. We can modify/add/delete and change these stamps as needed per county.

RECORDATION TAX NOT REQ. REC  
 Director of Budget and Finance  
 TEST COUNTY, MARYLAND  
 TPART 12-100  
 OCA: 1  
 DATE 05-12-2014

TAX NOT REQUIRED  
 Director of Budget and Finance  
 TEST COUNTY, MARYLAND  
 RECORDATION TAX  
 TPART 12-100  
 DATE 05-12-2014

TAX NOT REQUIRED  
 Director of Budget and Finance  
 TEST COUNTY, MARYLAND  
 COUNTY TRANSPORTATION  
 DATE 05-12-2014

000001 078

TRF TO STATE \$80.00  
 RECORDING FEE \$20.00  
 TR TAX STATE \$8,233.24  
 TOTAL \$8,333.24  
 Reg# 0001 Rpt# 0 06/15  
 717 CR \$18 0 2000  
 May 12, 2014 01:32:00

**DUPLICATE PAID RECEIPT**  
 BUSINESS ACTUAL TIME DRW  
 05/12/2014 05/12/2014 01:33:04 5  
 REG 0505 MALKIN 0005 LRD  
 >>RECEIPT# 20100 05/12/2014 DFLN  
 RECORDATION TAXES  
 ACCOUNT NO 0002851300  
 Receipt for \$0.00  
 \$0.00 CR \$0.00 LA  
 Test County, Maryland

**REVIEWED SDAT**  
 BY [Signature] 05/12/14  
 DATE

**Test Finance Department, MD  
Chloe Title and Escrow Services**

Package: *sample package 1 vtd*

Name: MD recorded DOT4

Type: M - DEED TR

Municipality: Churchton

Status: Reviewing

Locked by Test Finance

Workflow:

Document

---

Show Scan Options

Apply text stamp to the document

Stamp Type:

Estimated Recording fees: \$0.00.

The stamps are positioned correctly.\*

Call Victoria L. DiPasquale at (407) 310-7771  
or email [vicki@simplifile.com](mailto:vicki@simplifile.com) if you have any  
questions about this document.

The stamps available for the Finance department will be any/all stamp options currently used for paper recordings. The Apply text stamp and the Stamp Type drop down box are both ways to apply specific stamps to the document. The Finance department can determine the appropriate document page, location, and content of all stamps applied in this Review process. Additional stamps can be added by Simplifile, upon request.

You can use our toolbar to view the document in various ways, as well as the scroll bars within Internet Explorer to view different portions of both windows. Note – in the bottom left corner you have 3 buttons, 'Accept', 'Reject', and 'Done'. If something comes up while reviewing a document you always have the option to quit and close the document review by clicking on the 'Done' button, this returns you to the previous page.

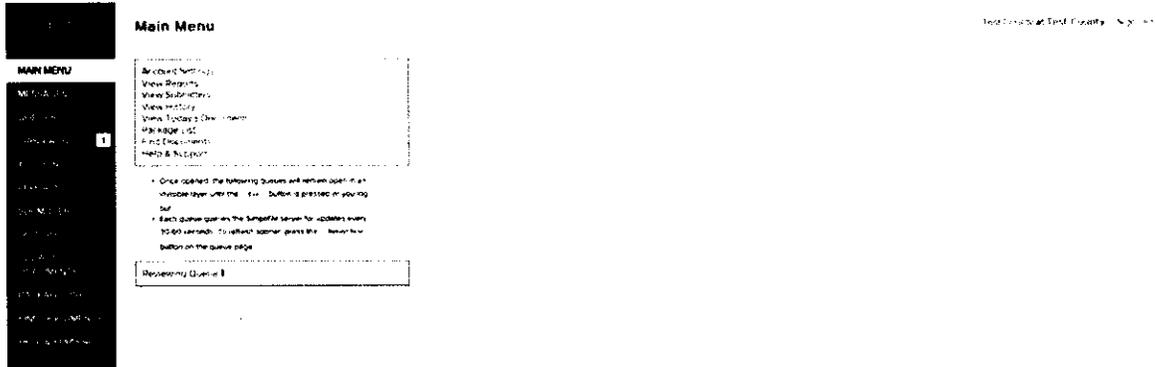
If the **Accept** button is selected, the document will move to the Recording department Reviewing Queue.

If the **Reject** button is selected, the document and package will be returned to the submitter for corrections.

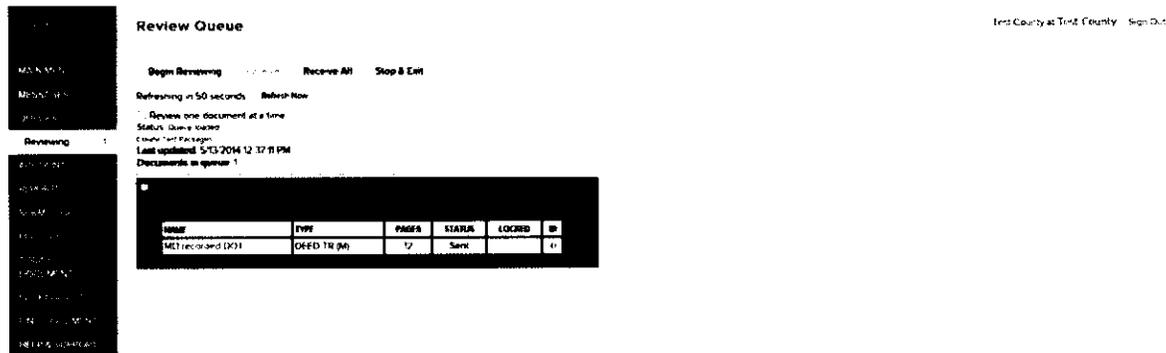
If the **Done** button is selected, the current document will go back into the Reviewing queue for someone else to work on.

There are features available to the Finance Department for Administrative Account settings as well. See more information further in this document for additional administrative features.

## Reviewing Queue – Recording department



For this example the (1) indicates there is one document sitting in the Recording department Reviewing queue for review and electronic recording. To begin reviewing and recording documents, from our **Main Menu** click on the words (a blue link) titled, “**Reviewing Queue**”. Next, the Reviewing Queue loads all of the documents recently sent, and refreshes every minute to check for new documents.



## Reviewing (and Recording) Queue – County recorder

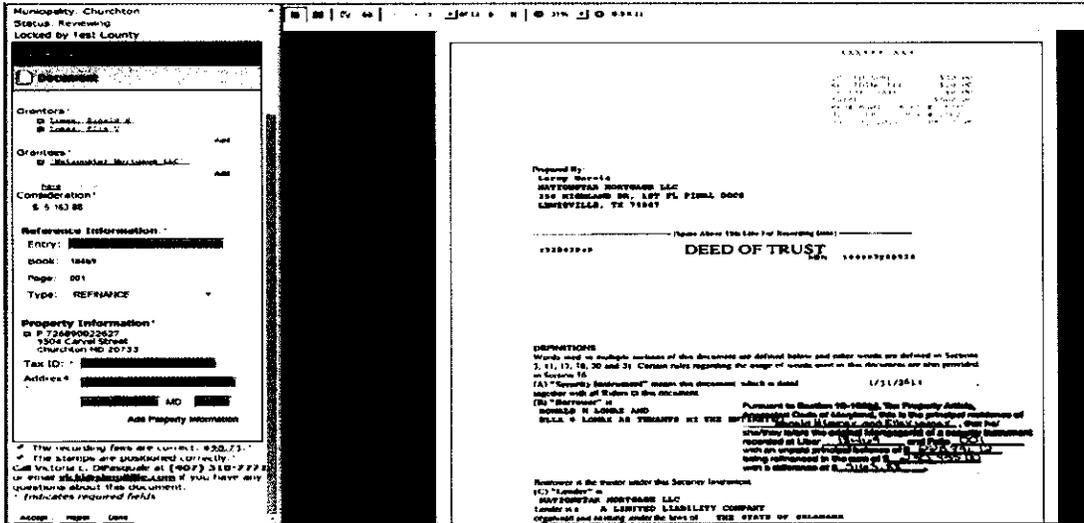
To begin reviewing and recording (or rejecting) documents click on the **Begin Reviewing** button. This starts the process in the Recorder’s department to Review documents in anticipation of recording them. If a document has to go through the Finance department prior to Recording, the Recorder will see the Finance departments handing of that document as part of the Reviewing process. Only those documents that have been Accepted by the Finance department will show in the Recorder’s Reviewing queue

To e-record a document click on the **Begin Reviewing** button at the top of the page, the information about the document appears. Review the images and the Workflow data on the left side of the screen. Add/remove/edit indexing

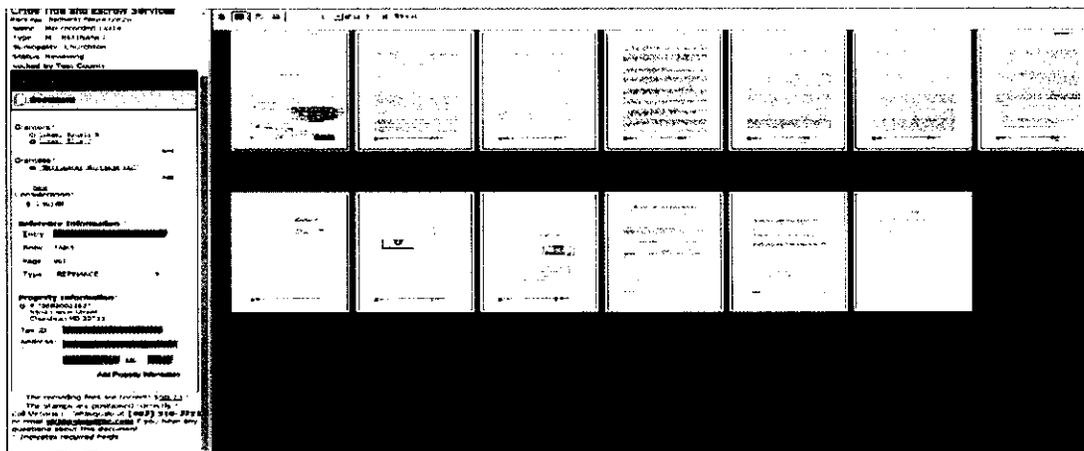
information, reference, or property information in preparation for final recording. Once the document is recordable, click on the check boxes at the bottom of the Workflow to verify fees and the location of the recording stamp.

Once complete and ready to be recorded, click on the **Accept** button. This applies the stamps to the document and loads the next document ready to be recorded.

Documents can be viewed one page at a time as below.



And using a multi-page (thumbnail) view. A number of options for viewing pages easily and quickly are available to the County.



Since e-recordable documents will be indexed in a separate index numbering system, especially for electronically recorded documents, once the documents are **Accepted**, the next available recording book/page sequence will be automatically applied to the entire document as configured with the County's approval. The Recorded document will be available in the Reports section as recorded and all fee data will be available for reconciling at the end of the day through Reports and/or Uploading into the current cashing system at the County.

## Reviewing Queue – Rejecting a Document

If the document is not recordable, or if there is not sufficient information to process the recording, click on the Reject button. This will bring up a Rejection Reason box. You can check the appropriate Rejection Reason or type into the Comments box to add information for the submitter to clarify the reason for the Rejection. Click **OK** and the document will be Rejected and returned to the Submitter once the whole package has been reviewed. If there are 3 documents in the package, you will Accept/Reject all 3 documents. If 1 gets Rejected and 2 and 3 are Accepted, the whole package will still be returned to the Submitter as Rejected for them to fix document 1 in the package. The Submitter can then resubmit and all of your notes about the Reviewed package will return for you to see.

### Reason(s) for Rejection

DE14918E-1B3B-E4FA-A3D1-240AE77D1EE  
Chloe Title and Escrow Services

Type reason numbers here separated by commas or click

- 1. The reference numbers (book, page) are missing
- 2. Need pop-up for entry of book, page and quarter
- 3. Location is not in Baltimore County
- 4. Deed of Trusts only Trustee not named
- 5. No Withholding Affidavit
- 6. Other

Comments (optional):  
Notary seal is missing and no legal description attached as required.

**NOTE:** Please call Victoria L. DiPasquale of Chloe

XXXXXX XXX

APP. FID. SERVE	\$40.00
RECORDING FEE	\$20.00
TAX STATE	\$0.00
TOTAL	\$60.00
Rec# B504	Rec# 38785
Tr# CR	Rix# 2862
Jan 24, 2014	05:10 am

UST Global Recording Dept.  
C/O Solutionstar Settlement Services  
345 Rouser Road Suite 201  
Moon Twp, PA 15108

Prepared By:  
Leroy Garcia  
NATIONSTAR MORTGAGE LLC  
150 KIRKLAND DR., 1ST FL FENAL DOCS  
LEWISVILLE, TX 75047

---

[Space Above This Line For Recording Data]

252843949      **DEED OF TRUST**  
MIN      14039720252

**DEFINITIONS**  
Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 14, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated 1/23/2014 together with all Riders to this document.

(B) "Borrower" is RONALD W LOMAX AND ELLA V LOMAX AS TENANTS BY THE ENTIRETY. Pursuant to Section 18-100(b), The Property Article, Annotated Code of Maryland, this is the principal residence of Ronald W Lomax and Ella V Lomax, and he/she/they is/are the original Borrower(s) of a security instrument recorded as Liber 18-114 and Page 001 with an unpaid principal balance of \$ 225,391.00 being refinanced in the sum of \$ 280,455.00 with a difference of \$ 516,383.00.

Borrower is the trustor under this Security Instrument.

(C) "Lender" is NATIONSTAR MORTGAGE LLC  
Lender is a LIMITED LIABILITY COMPANY organized and existing under the laws of THE STATE OF DELAWARE

## Test county, Maryland – Left menu option samples

The left side of the screen contains several Menu options for the Recording office and the Finance office to track workflow. Some samples are below. These Menu options can be modified to suit the particular Maryland county workflow requirements.

### Account

This item provides a place to administer the account. Some options within the ACCOUNT section includes the ability to add users, delete users, change passwords, modify recording hours, and make other contact information changes to the Recorder's (or Finance department) account settings.

**simplifile**

MAIN MENU  
MESSAGES  
QUEUES  
Reviewing **1**

**ACCOUNT**

REPORTS  
SUBMITTERS  
HISTORY  
TODAY'S DOCUMENTS  
PACKAGE LIST  
FIND DOCUMENTS  
HELP & SUPPORT

### Account Management Utility

Account #MDCWW8

Simplifile Support  
(800) 460-5657  
support@simplifile.com

*Contact Information*

**First Name** Julie  
**Middle Name** L  
**Last Name** Ensor  
**Title** Clerk  
**E-mail** none@simplifile.com  
**Telephone Number** (410) 887-2601 Ext.

*Recorder Information*

**First Name** Julie  
**Middle Name** L  
**Last Name** Ensor  
**Title** Clerk  
**E-mail** none@simplifile.com  
**Telephone Number** (410) 887-2601 Ext.

*Office Information*

**Street Address** 401 Bosley Avenue 2nd Floor ^  
v  
**City & State** Towson , MD  
**Zip Code** 21204

## Submitters

This menu item shows all Submitters who are enabled to submit into the County.

Test County at Test County | Sign Out

**Manage Submitters**

Back

Name	Address	Phone
RLTYE1 - Drive Title and Escrow Services	451 Main Street Longwood, N. 32750 (407) 310-7771	
UTDLY - Sample Title Corporation	1794 Street Provo UT 84604	(555) 555-5555

## Today's Documents

This menu item shows all documents that have been worked on today.

Test County at Test County | Sign Out

**Today's Documents**

Done Refresh

3 document(s) found (limit 2500)

Name	Type	Status	Count	Date	Time	Amount	Action
Drive Title and Escrow Services	MD-recorded doc	DEED SIMPLE	4	Tue 05/13/14 10:47 AM MDT	8:07:1029	\$60.00	⌵
Drive Title and Escrow Services	Grantor deed						⌵
Drive Title and Escrow Services	Grantor deed						⌵
Drive Title and Escrow Services	MD	DEED TR	12	Tue 05/13/14 10:54 AM MDT	8:07:1032	\$1005.96	⌵
Drive Title and Escrow Services	Grantor Deed & Chequise						⌵
Drive Title and Escrow Services	Grantor - IMWagon Chase Bank NA						⌵
Drive Title and Escrow Services	MD - recorded doc	RR	1	Tue 05/13/14 10:54 AM MDT	8:10:1031	\$50.00	⌵
Drive Title and Escrow Services	Grantor - Alexander Community Development Services Inc						⌵
Drive Title and Escrow Services	Grantor - Gary Hane						⌵

## Package List

This menu item shows a list of all packages received within a particular search period of time.





### ***Flow of documents***

The submitters (law offices, banks, title companies, municipalities, etc.) create a package in Simplifile. A package in Simplifile can be related to an electronic envelope – inside a package may contain one or many documents. When a submitter wants documents recorded in a specific order they add multiple documents in sequence within the same package and submit. Both the Reviewing and Recording Queue function hand-in-hand to keep these packages together and the documents submitted within the same package also remain that way.

### ***Life of a Package***

Draft (still being worked on), Ready (ready to submit for recording), Sent (sent to the recording jurisdiction), Received (received by a clerk), Accepted (accepted is waiting to be recorded), Rejected (a reason is given for the rejection and the document is sent back to the submitter), and Recorded (a document has been recorded by the County and is returned via Simplifile to the submitter organization).

### ***Upload Queue***

If configured this way, after a document is stamped and e-recorded it is automatically added to the "Upload Queue". To begin uploading documents to the default location, click on the Upload Queue link from the Main Menu, you are redirected to a new page, and then you click on the "Begin Uploading" button. A message appears reading, "Are you sure you want to begin uploading documents? To avoid duplication, this should only be selected on one computer only". This message is important to avoid sending the same document multiple times over to CAI; only one person should execute the Upload Queue.

Based on specific requirements, this upload queue can be automatically submitted on a scheduled basis into the ELROI system. If the County does not want this upload process to be automatic, it can also be configured as a manual upload process. Details and specific county needs will be determined at the time of implementation to ensure the documents and data are delivered to the appropriate systems for recording and storage after recording.

END OF SAMPLE QUICKSTART GUIDE