West Chester

Trustees Meeting Agenda May 10, 2022

| <u>Trustees</u> | Fiscal Officer |
|----------------------|----------------------|
| Mark S. Welch, Chair | Bruce Jones |
| Ann Becker | <u>Administrator</u> |
| Lee Wong | Larry D. Burks |

6:00 P.M. Regular Meeting

Mr. Welch

- Convene
- Roll Call
- Pledge

Citizen's Comments

(2 minutes per person limited to a total of 10 minutes)

Mr. Welch <u>Presentations</u>

- A. Proclamation Emergency Medical Services Week
- B. Proclamation Police Memorial Week
- C. Proclamation National Public Works Week

Mr. Welch <u>Action Items - For approval by motion</u>

- D. Motion to approve Trustee Meeting Minutes April 26, 2022
- E. Motion to approve payment of bills

| Mr. Burks Requisitions - Greater than \$7,500.00 | | | |
|--|----------|----------------|--|
| 1. | Adm | \$ 69,597.82 | Frost Brown Todd LLC - Legal Services through March 31, 2022 (various departments) |
| 2. | CIT | \$ 9,938.06 | Vercom Systems, Inc Renew Service and Support Agreement for Township VOIP phone system |
| 3. | PIE | \$ 8,436.00 | VIP Printing Center - Printing of Spring/Summer 2022 West Chester Community Report |
| 4. | Police | \$ 28,790.00 | Drellishak & Drellishak, Inc Purchase tactical ballistic vests for SWAT |
| 5. | Services | \$1,875,000.00 | John R. Jurgensen Company - Approve paving application for 2022 (CIP# 1394 & 1395) |

Mr. Burks <u>Personnel Items</u>

None

Mr. Burks <u>Business Items</u>

7. Services

6. Adm Motion to accept proposal from Tyler Technologies for provision of Finance and Human Resources ERP software solution and implementation services; and, authorize Township Administrator to negotiate all documents necessary to

effectuate and execute contract, with Law Director approval (CIP# 1807) Motion to request to advertise for RFQ's for consultants for small project

selection services

<u>First Reading of Resolutions & Reading of Emergency Resolutions</u>

Citizen's Comments

<u>Second Reading & Vote on Pending Resolutions & Vote on Emergency</u> Resolutions

Discussion Items & Elected Official Comments

Executive Session

Property, personnel & pending litigation with Legal Counsel

<u>Adjourn</u>



| Trustee Meeting Date: | Agenda Item Type: | |
|---------------------------|-------------------|--|
| May 10, 2022 | Presentation Item | |
| Submitted By: | | |
| Rick L. Prinz, Fire Chief | | |

| Motion: |
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| Proclamation - Emergency Medical Services Week |

| Background: |
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| | Budgeted Item: | N/A; |
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| ance | CIP#: | |
| Fina | TIF Info: | |
| | Purchase Order: | Total Encumbrance: \$.00 |



Whereas, emergency medical services is a vital public service; and

Whereas, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

Whereas, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

Whereas, emergency medical services has grown to fill a gap by providing important, out of hospital care, including preventative medicine, follow-up care, and access to telemedicine; and

Whereas, the emergency medical services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, police officers, educators, administrators, pre-hospital nurses, emergency nurses, emergency physicians, trained members of the public, and other out of hospital medical care providers; and

Whereas, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

Whereas, it is appropriate to recognize the value and accomplishments of emergency medical service providers by designating Emergency Medical Services Week;

Now therefore be it resolved, that the West Chester Township Trustees in recognition of this event does hereby proclaim the week of May 15 through May 21 as EMERGENCY MEDICAL SERVICES WEEK with the theme **EMS: Rising to the Challenge**, we encourage the community to observe this week with appropriate programs, ceremonies and activities.

In witness hereof, we have hereunto set our

| | hands and caused the Seal of West Chester Township, Butler County, Ohio to be affixed this 10th day of May in the year two thousand twenty two. |
|-----------------------------|---|
| | Mark S. Welch, Chair |
| | Ann Becker, Vice Chair |
| Bruce Jones, Fiscal Officer | Lee Wong, Trustee |





| Trustee Meeting Date: | Agenda Item Type: | |
|---|-------------------|--|
| May 10, 2022 | Presentation Item | |
| Submitted By: | | |
| Colonel Joel M. Herzog, Chief of Police | | |

| Motion: | |
|-------------------------------------|--|
| Proclamation - Police Memorial Week | |

| Background: |
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| | Budgeted Item: | N/A; |
|------|-----------------|---------------------------|
| ance | CIP#: | |
| Fins | TIF Info: | |
| | Purchase Order: | Total Encumbrance: \$.00 |



WHEREAS, the police officers of West Chester Township work with devotion and selflessness on behalf of the people of this Township, regardless of the peril or hazard to themselves; and

WHEREAS, these officers, through efforts to safeguard the lives and property of our neighbors, foster a welcoming community known as "One of America's Best Places to Live"; and

WHEREAS, in the act of enforcement of our laws, these men and women have experienced the profound loss of colleagues across the country in service to their communities and country; and

WHEREAS, these men and women by their patriotic service and their dedicated efforts have earned the gratitude of the Township;

NOW THEREFORE, BE IT RESOLVED that the West Chester Township Board of Trustees, do hereby proclaim the week in which May 15th occurs as

"Police Memorial Week" May 15, 2022 thru May 21, 2022

| | In witness hereof, we have hereunto set our hands and caused the Seal of West Chester Township, Butler County, Ohio to be affixed this 10 th day of May in the year two thousand twenty two. |
|-----------------------------|---|
| | Mark S. Welch, Chair |
| | Ann Becker |
| Bruce Jones, Fiscal Officer | Lee Wong |





| Trustee Meeting Date: | Agenda Item Type: |
|--|-------------------|
| May 10, 2022 | Presentation Item |
| Submitted By: | |
| Tim Franck, Director of Community Services | |

| Motion: |
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| Proclamation - National Public Works Week |

| Background: |
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| | Budgeted Item: | N/A; |
|------|-----------------|---------------------------|
| ınce | CIP#: | |
| Fina | TIF Info: | |
| | Purchase Order: | Total Encumbrance: \$.00 |



Whereas, public works services provided in our community are an integral part of our citizens' everyday lives; and

Whereas, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sewers, streets and highways, public grounds and buildings, and solid waste collection; and

Whereas, the health, safety and comfort of this community greatly depends on these facilities and services; and

Whereas, the quality and effectiveness of these facilities, as well as their planning, design, and construction, is vitally dependent upon the efforts and skill of public works employees; and

Whereas, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding of the importance of the work they perform,

Now therefore be it resolved, the West Chester Township Board of Trustees, Butler County, Ohio, hereby celebrates the week of May 15 – May 21, 2022 as

"National Public Works Week"

in West Chester Township, and call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works staff make every day to our health, safety, comfort and quality of life.

In witness hereof, we have hereunto set our

| | hands and caused the Seal of West Chester Township, Butler County, Ohio to be affixed this 10th day of May in the year two thousand twenty two. |
|-----------------------------|---|
| | Mark S. Welch, Chair |
| | Ann Becker, Vice Chair |
| Bruce Jones, Fiscal Officer | Lee Wong, Trustee |





| Trustee Meeting Date: | Agenda Item Type: |
|--|-------------------|
| May 10, 2022 | Action Item |
| Submitted By: | |
| Larry D. Burks, Township Administrator | |

| Motion: |
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| Motion to approve Trustee Meeting Minutes - April 26, 2022 |

| Background: | |
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| | Budgeted Item: | N/A; | | |
|------|-----------------|------|---------------------------|-----------|
| ance | CIP#: | | | |
| Fina | TIF Info: | | | |
| | Purchase Order: | | Total Encumbrance: | \$.00 |

Record of Proceedings: April 26, 2022 West Chester Township Board of Trustees - Regular Meeting

Convene: Chairperson Welch convened the meeting at 6:03 p.m. Roll Call: Mr. Welch, Mrs. Becker, and Mr. Wong responded.

Pledge of Allegiance: Repeated by those present.

Citizen's Comments

There were no citizen's comments.

Presentations

Lisa D. Brown, West Chester Assistant Township Administrator, provided an update on the West Chester Township Administration's Strategic Plan.

Dan Deters, Energy Alliances Aggregation Specialist, provided an account to the Board why they do not have a new aggregation plan for the township, attributing it to gas costs accelerating before they pursued a commitment. He responded to Trustee questions.

Action Items – For Approval by Motion

MOTION made by Mrs. Becker, seconded by Mr. Wong, to approve the Special Trustee Meeting Minutes for February 11, 2022. Discussion: none. **Motion carried unanimously.**

MOTION made by Mr. Wong, seconded by Mrs. Becker, to approve the Trustee Meeting Minutes for April 12, 2022. Discussion: none. **Motion carried unanimously.**

MOTION made by Mrs. Becker, seconded by Mr. Wong, to approve the Emergency Trustee Meeting Minutes for April 20, 2022. Discussion: none. **Motion carried unanimously.**

MOTION made by Mr. Wong, seconded by Mrs. Becker, to approve payment of bills. Discussion: none. **Motion carried unanimously.**

Mr. Burks submitted the following requisitions greater than \$7,500:

Requisitions – Greater than \$7,500.00

- 1. CIT \$8,071.49 Sayers Company Purchase 25 NetMotion Mobility Licenses with support
- 2. Fire \$11,320.00 Vogelpohl Fire Equipment, Inc. Purchase five hydraulic forcible entry tools (CIP# 1675)
- 3. Services \$453,235.41 Ford Development Corp Widen Crescentville Road (CIP# 1716)
- 4. Services \$45,000.00 Butler County Engineer's Office Manage Crescentville Road widening (CIP# 1716)

April 26, 2022 Page 1 of 4.

MOTION made by Mrs. Becker, seconded by Mr. Wong, to approve payment of requisitions 1 through 4. Discussion: In response to Mr. Welch's question, Services Director Franck said the Crescentville project will extend from Transportation Way to International Boulevard. He said Springdale and Sharonville will share in the costs. **Motion carried unanimously.**

Personnel Items

There were no Personnel Items.

Business Items

Mr. Burks introduced the next item saying they are continually working to improve the work environment, adding that a \$5,000 grant from Duke Energy will be applied to the costs.

MOTION made by Mr. Wong, seconded by Mrs. Becker, to approve agreement with Parlay Consulting Firm to provide strategic planning services, not to exceed \$15,000; and, authorize Township Administrator to make non-substantive changes with Law Director approval and execute said agreement. Discussion: none. Motion carried unanimously.

MOTION made by Mrs. Becker, seconded by Mr. Wong, to approve agreement between West Chester Township Board of Trustees and Sedgwick Claims Management Services, Inc., not to exceed \$17,040.00, for 2023 BWC third party administrator services; and, authorize Township Administrator to make non-substantive changes with Law Director approval and execute said agreement. Discussion: Mr. Welch said this helps pay lost-time workers' compensation claims. Ms. Brown, said we are part of a group plan through the Ohio Township Association. **Motion carried unanimously.**

Mr. Burks introduced the next item noting that the Resolution has been clarified since this item was on the last Regular meeting agenda and provided a definition of what constitutes "economically significant".

MOTION made by Mr. Wong, seconded by Mrs. Becker, to approve Resolution No. 09-2022 requesting the Board of County Commissioners of Butler County, Ohio to include the entire area of West Chester Township in the area restricted from construction of energy facilities as outlined in Ohio Revised Code Section 303.58 (A). Discussion: Mrs. Becker said she wanted residents to know that this Resolution will not restrict them in pursuing alternative energy sources. **Motion carried unanimously.**

MOTION made by Mrs. Becker, seconded by Mr. Wong, to authorize Township Administrator to enter into a Natural Gas Aggregation Agreement with a natural gas supplier recommended by Energy Alliances, Inc., provided that the accepted aggregation rate is below the current Duke Energy Ohio Gas Cost Recovery ("GCR") rate at the time of execution, for a period not to exceed 24 months from the start of the program. Discussion: none. **Motion carried unanimously.**

Mr. Burks introduced the next item saying the grant would reimburse the township 50% of the costs, and a purchase of vests earlier this year would be eligible for this grant.

April 26, 2022 Page 2 of 4.

MOTION made by Mr. Wong, seconded by Mrs. Becker, to apply for the 2022-2023 U.S. Department of Justice Bulletproof Vest Grant; and, authorize Township Administrator to accept said grant if awarded. Discussion: none. **Motion carried unanimously.**

Mr. Burks introduced the next item saying a study by Butler County determined that an equalization storage facility would soon be necessary in the area.

MOTION made by Mrs. Becker, seconded by Mr. Wong, to seek permission from the Ohio Public Works Commission and to enter into an easement agreement on Township property with the Butler County Water & Sewer Department for equalization storage at the Upper Mill Creek Water Reclamation Facility; and, authorize Township Administrator to execute any and all documents necessary to effectuate the agreement with Law Director approval. Discussion: In response to Mr. Welch's question, Services Director Franck said these would be facilities to store sewage when its' capacity exceeds the processes' ability to subsequently treat the sewage. **Motion carried unanimously.**

Mr. Burks introduced the next item noting the statutorily approved methods of disposal. **MOTION** made by Mrs. Becker, seconded by Mr. Wong, to approve Resolution No. 12-2022 declaring surplus items for disposal. Discussion: Mr. Welch commented that the items being disposed are listed on the township website. **Motion carried unanimously.**

First Reading of Resolutions & Reading of Emergency Resolutions

There were no first readings of resolutions or readings of emergency resolutions.

Citizen's Comments

There were no citizen's comments.

Second Reading & Vote on Pending Resolutions & Vote on Emergency Resolutions

There were no second readings, or votes on pending resolutions or emergency resolutions.

Discussion Items & Elected Official Comments

Mr. Welch expressed his appreciation for the tulips in the Olde West Chester pocket park. Mrs. Becker encouraged everyone to do their civic duty and vote in the May 3rd election. Mr. Wong said he recently reviewed the township's Zoning Resolution and hoped it wasn't too restrictive for residents and businesses. Mr. Burks commented on applying conditional use zoning along Cincinnati-Dayton Road in Olde West Chester. There was subsequent discussion, including input from Community Services Director Aaron Wiegand, about different zoning options.

Mr. Jones likewise encouraged people to vote.

Recess to Executive Session

April 26, 2022 Page 3 of 4.

At 6:53 p.m., Mr. Welch asked for a motion to recess the Regular meeting and go into Executive Session with legal counsel for the purpose of considering and discussing; preparing for, conducting, or reviewing negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment.

Motion made by Mrs. Becker, seconded by Mr. Wong. Mr. Welch said the Board would return to adjourn the Executive Session and to adjourn the Regular meeting. Discussion: none. **Motion carried unanimously.** Mr. Welch declared the meeting in recess.

Post Executive Session/ Adjournment

MOTION made at 7:22 p.m. by Mrs. Becker to adjourn the Executive Session and continue the April 26, 2022 Regular meeting, seconded by Mr. Wong. Discussion: none. **Motion carried unanimously.**

MOTION made by Mr. Wong, seconded by Mrs. Becker, to adjourn the meeting. Discussion: none. **Motion carried unanimously.**

| Respectfully Submitted, | Approved, |
|------------------------------------|-------------------------|
| | |
| Bruce Jones, Fiscal Officer | Mark Welch, Chairperson |

April 26, 2022 Page 4 of 4.



| Trustee Meeting Date: | Agenda Item Type: |
|--|-------------------|
| May 10, 2022 | Action Item |
| Submitted By: | |
| Larry D. Burks, Township Administrator | |

| Motion: |
|------------------------------------|
| Motion to approve payment of bills |

| Background: |
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| | Budgeted Item: | N/A; |
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| ınce | CIP#: | |
| Fina | TIF Info: | |
| | Purchase Order: | Total Encumbrance: \$.00 |



| Trustee Meeting Date: | Agenda Item Type: | | | |
|-----------------------------------|-------------------|--|--|--|
| May 10, 2022 | Requisition Item | | | |
| Submitted By: | | | | |
| Kenneth Keim, Director of Finance | | | | |

Motion:

Frost Brown Todd LLC - \$69,597.82 - Legal Services through March 31, 2022 (various departments)

Background:

For legal services through March 31, 2022:

| Administration | 25,584.45 |
|----------------|-----------|
| Roads | 1,040.00 |
| Police | 5,053.75 |
| Fire | 18,439.81 |
| EMS | 18,439.81 |
| UCB TIF | 942.50 |
| 747 TIF | 97.50 |
| Total | 69,597.82 |
| | |

| | Budgeted Item: | Yes; Operational, TIF | | |
|------|-----------------|-----------------------|--------------------|--------------|
| ance | CIP#: | | | |
| Fin | TIF Info: | UCB TIF & 747 TIF | | |
| | Purchase Order: | S221127 | Total Encumbrance: | \$ 69,597.82 |

| | Primary Invoice | | | | | | | | | |
|----------------|--------------------|------|------|------|------|------|------|-----------|----------|-----------|
| Invoice Date | 210278288 | | | | | | | | | |
| Invoice # | 04/22/22 | | | | | | | Total | Retainer | Total |
| Department | | | | | | | | | | |
| Admin | 31,584.45 | | | | | | | 31,584.45 | 6,000.00 | 25,584.45 |
| Mulhauser Barn | 0.00 | | | | | | | 0.00 | | 0.00 |
| Roads | 1,040.00 | | | | | | | 1,040.00 | | 1,040.00 |
| Cemetery | 0.00 | | | | | | | 0.00 | | 0.00 |
| PIE | 0.00 | | | | | | | 0.00 | | 0.00 |
| Police | 5,053.75 | | | | | | | 5,053.75 | | 5,053.75 |
| Fire | 18,439.81 | | | | | | | 18,439.81 | | 18,439.81 |
| EMS | 18,439.81 | | | | | | | 18,439.81 | | 18,439.81 |
| DS | 0.00 | | | | | | | 0.00 | | 0.00 |
| CBD TIF | 0.00 | | | | | | | 0.00 | | 0.00 |
| UCB TIF | 942.50 | | | | | | | 942.50 | | 942.50 |
| 747 TIF | 97.50 | | | | | | | 97.50 | | 97.50 |
| | 75,597.82 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75,597.82 | 6,000.00 | 69,597.82 |

| Accounting Reconciliation of Primary Invoice | | | | | | | | | | | | |
|--|------|----------|------|------|----------|-----------|-----------|-----------|---------|---------|---------|-----------|
| 101 | 101 | 201 | 205 | 207 | 209 | 210 | 211 | 209 / 210 | 217 | 218 | 219 | FUND# |
| AD | PK11 | RD | CE | PIE | PD | FD | EMS | DS | CBD TIF | UCB TIF | 747 TIF | TOTAL |
| 162.50 | | 780.00 | | | 926.25 | 723.13 | 723.13 | | | 942.50 | 97.50 | 4,355.00 |
| 1,560.00 | | 260.00 | | | 3,217.50 | 585.00 | 585.00 | | | | | 6,207.50 |
| 19,478.20 | | | | | 390.00 | 942.50 | 942.50 | | | | | 21,753.20 |
| 1,072.50 | | | | | 520.00 | 1,308.13 | 1,308.13 | | | | | 4,208.75 |
| 9,311.25 | | | | | | 8,921.25 | 8,921.25 | | | | | 27,153.75 |
| | | | | | | 501.25 | 501.25 | | | | | 1,002.50 |
| | | | | | | 4,452.50 | 4,452.50 | | | | | 8,905.00 |
| | | | | | | 1,006.06 | 1,006.06 | | | | | 2,012.12 |
| | | | | | | | | | | | | - |
| 31,584.45 | 0.00 | 1,040.00 | 0.00 | 0.00 | 5,053.75 | 18,439.81 | 18,439.81 | 0.00 | 0.00 | 942.50 | 97.50 | 75,597.82 |



P.O. Box 5716 Cincinnati, OH 45201-5716 (513) 651-6800 Facsimile (513) 651-6981 www.frostbrowntodd.com

West Chester Township Attn: Mr. Ken Keim, Finance Director 9113 Cincinnati-Dayton Road West Chester, OH 45069 Fed #
April 22, 2022
Bill # 210278288
Account #

| 1,076.32 | Other Charges Through March 31, 2022 |
|-----------|--------------------------------------|
| 75,597.82 | TOTAL THIS BILL: |
| 6,000.00 | Less Retainer Applied |

TOTAL THIS BILL:

All amounts are in USD

Please send remittance information to AccountsReceivable@FBTLaw.com

Wire Transfer Information:

Account Name: Frost Brown Todd LLC

Bank Name: US Bank, 425 Walnut Street, Cincinnati, OH 45202

Account Number: – Swift Number: – Swift Number:

69,597.82

Monthly Matter Summary For Services Rendered Through March 31, 2022

| Matter # | Matter Description | Fees | Disbursements | PrePay Amount | Total |
|----------|--------------------|-----------|---------------|------------------|-----------|
| | | 2,535.00 | 0.00 | 0.00 | 2,535.00 |
| | | 6,727.50 | 0.00 | 0.00 | 6,727.50 |
| | | 1,885.00 | 0.00 | 0.00 | 1,885.00 |
| | | 19,467.50 | 10.70 | 0.00 | 19,478.20 |
| | | 2,015.00 | 0.00 | 0.00 | 2,015.00 |
| | | 97.50 | 0.00 | 0.00 | 97.50 |
| | | 12,577.50 | 0.00 | 6,000.00 | 6,577.50 |
| 0726663 | | 17,842.50 | 0.00 | 0.00 | 17,842.50 |
| 0749245 | | 0.00 | 1,002.50 | 0.00 | 1,002.50 |
| 0749766 | | 8,905.00 | 0.00 | 0.00 | 8,905.00 |
| 0754099 | | 1,949.00 | 63.12 | 0.00 | 2,012.12 |
| 0754329 | | 520.00 | 0.00 | 0.00 | 520.00 |
| Tota | ıl | 74,521.50 | 1,076.32 | 6,000.00 | 69,597.82 |



| Trustee Meeting Date: | Agenda Item Type: | | | |
|--|-------------------|--|--|--|
| May 10, 2022 | Requisition Item | | | |
| Submitted By: | | | | |
| Dennis Dick, Director of Communications and Information Technology | | | | |

Motion:

Vercom Systems, Inc. - \$9,938.06 - Renew Service and Support Agreement for Township VOIP phone system

Background:

Request approval to renew service and support for the Township Voice Over Internet Protocol (VIOP) phone system.

This service and support agreement is for one year and provides for:

Unlimited Service and Support Calls

Repair/Replace Server and Components

Software Updates

Feature Enhancements

Off-site backup configuration

Vercom has proven to be a very responsive provider for West Chester. Support is used regularly for configuration changes and software updates. To facilitate some space requirements, Vercom replaced a working server with a physically smaller version during the fire station 73 move as part of our service and support agreement with no charge.

This item is part of the Township operational budget with cost distributed to all departments based on use. Approval would cover one year with a term of 5/18/2022-5/17/2023.

| | Budgeted Item: | Yes; Operational | | |
|------|-----------------|------------------|--------------------|-------------|
| ance | CIP#: | | | |
| Fins | TIF Info: | | | |
| | Purchase Order: | S221224 | Total Encumbrance: | \$ 9,938.06 |



VerCom Systems, Inc.

410 Fame Road Dayton Ohio 45449 U.S.A

Invoice

INV-65681

Salance Due \$9,938.06

Invoice Date:

May 02, 2022

Terms:

Due on Receipt

Due Date:

May 02, 2022

Bill To

West Chester Township 9113 Cincinnati Dayton Rd. West Chester, OH 45069

| # | Item & Description | Qty | Rate | Amount |
|---|---|------|------------------------|-------------------------------|
| 1 | CCP Support Contract Complete Care Plus 12-month Service and Support Agreement Includes: • Unlimited Service and Support Calls • Repair/Replace Server and Components • IPlex Software Updates • IPlex Feature Enhancements • Off-site Backup Configuration Effective Dates: 5/18/2022 - 5/17/2023 | 1.00 | 9,938.06 | 9,938.06 |
| | | 9 | Sub Total Total | 9,938.06 \$9,938.06 |
| | | Bala | nce Due | \$9,938.06 |

Notes

At VerCom Systems, we understand that Support is a commitment, not a department. Thank you for your business!

Terms & Conditions

All Invoices are Due upon Receipt.

Payment Via Check should be forwarded to:

VerCom Systems, Inc Accounts Payable 410 Fame Rd Dayton, OH 45449

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| Trustee Meeting Date: | Agenda Item Type: | | |
|---|-------------------|--|--|
| May 10, 2022 | Requisition Item | | |
| Submitted By: | | | |
| Barb Wilson, Director of Public Information & Engagem | ent | | |

Motion:

VIP Printing Center - \$8,436.00 - Printing of Spring/Summer 2022 West Chester Community Report

Background:

In 2021, West Chester Township initiated the mailing of a township-wide newsletter called Community Report. The mailed newsletter is provided in addition to the many other communication platforms utilized by the Township. Together these communication tools are implemented to enhance our transparency to the community.

There has been a significant increase in the cost of paper due to limited supplies. Public Information & Engagement requests approval of a purchase order for \$8,436.00 to print the 28,000 copies of the Spring/Summer newsletter required to reach the current mailing list of more than 27,000 residences and businesses in the community.

Mailing costs will be approximately \$4,500.00.

If approved, the Spring/Summer Community Report should be in mailboxes in early June.

| | Budgeted Item: | Yes; Operational | | |
|------|-----------------|------------------|--------------------|-------------|
| nce | CIP#: | | | |
| Fina | TIF Info: | | | |
| | Purchase Order: | S221229 | Total Encumbrance: | \$ 8,436.00 |

Estimate



Established 1987

No:

12690

Reprint: Date:

5/4/22

#-1

Design, Print and Marketing Solutions

4836 Duff Drive, Suite A · West Chester, Ohio 45246 (513) 77-PRINT or (513) 777-7468 • FAX (513) 536-8712 Visit us online at www.vipprinting.com

Customer No:

638

Bill To:

Barb Wilson

West Chester Township Trustees 9113 Cincinnati-Dayton Road West Chester Ohio 45069

Phone: 513-759-7308

E-Mail: BWilson@WestChesterOH.Org

Ship To:

Barb Wilson

West Chester Township Administration

9113 Cincinnati-Dayton Road West Chester Ohio 45069

Phone: 513-759-7308

E-Mail: BWilson@WestChesterOH.Org

| Quantity | Description | | Amount |
|---|--|-----------------------------|--------------|
| 28,000 | Newsletter Spring 2022 12 page on 80# Silk or Gloss Text 4/4 Coll to 8.5" x 11" | ate, Fold, Stitch & Trim | \$ 8,436.00 |
| 28,000 | to 8.5" x 11" Newsletter Fall 2022 12 page on 80# Silk or Gloss Text 4/4 Collate 8.5" x 11" | e, Fold, Stitch & Trim to | \$ 8,436.00 |
| Sales Rep: Taken by: Plus Sales T | Doug | SUBTOTAL TAX SHIPPING | \$ 16,872.00 |
| | | TOTAL | \$ 16,872.00 |
| 7 | hank you for the opportunity to bid on this job! | | |



| Trustee Meeting Date: | Agenda Item Type: |
|---|-------------------|
| May 10, 2022 | Requisition Item |
| Submitted By: | |
| Colonel Joel M. Herzog, Chief of Police | |

| Motion: | |
|---|--|
| Drellishak & Drellishak, Inc \$28,790.00 - Purchase tactical ballistic vests for SWAT | |

Background:

The proposed purchase will replace the current ballistic vests that have reached their expiration date of March 2022. Each vest is expected to be in service for five years before it reaches its expiration date. Once the vests have reached their expiration date, they are disposed of or used for training purposes.

The Police Department will be utilizing asset forfeiture funds to purchase the vests from Drellishak & Drellishak, Inc. dba Pro-Tech Security Sales.

| | Budgeted Item: | Yes; Operational | | |
|------|-----------------|------------------|--------------------|--------------|
| ance | CIP#: | | | |
| Fina | TIF Info: | | | |
| | Purchase Order: | S221233 | Total Encumbrance: | \$ 28,790.00 |



Pro-Tech Sales 1313 West Bagley Rd Berea OH 44017 United States (800) 888-4002 sales@protechsales.com

Quote #QU0349 4/19/2022

Bill To:

West Chester Police Department 9577 Beckett Road Suite 500 West Chester OH 45069 United States Ship To:

West Chester Police Department 9577 Beckett Road Suite 500 West Chester OH 45069 United States

smcphillips@westchester.org (513) 777-2231 TOTAL

\$28,790.00

Expires: 5/6/2022

Exp. Close Sales Rep **Shipping Method Expires** 5/6/2022 5/6/2022 Marty Polito mpolito@protechsales.com **Options Sell Price** Quantity Item **Extended Price** RV4ZA1CS0J \$2,875.00 \$28,750.00 10 RMV Complete Set w/AXIIIA-1 ballistics, Complete Set Includes: base vest, collar, throat, biceps, bicep adapters, trap and groin protectors and choice of 5 pouches **Shipping Charge** \$40.00 \$40.00 1 Subtotal \$28,790.00 If you would like to officially place an order based on this quotation, please sign and return to your Pro-Tech Sales rep. If you would like an order confirmation, please request at time of order and one will be sent via email once processed internally. _____ Date: ___ Signature: PO# (if applicable): _ Thank you very much for your business! Tax Total (0%) \$0.00 \$28,790.00 Total





| Trustee Meeting Date: | Agenda Item Type: |
|--|-------------------|
| May 10, 2022 | Requisition Item |
| Submitted By: | |
| Tim Franck, Director of Community Services | |

Motion:

John R. Jurgensen Company - \$1,875,000.00 - Approve paving application for 2022 (CIP# 1394 & 1395)

Background:

In January of this year, the Board approved Resolution 02-2022 requesting that West Chester be included in the asphalt paving contract through the Butler County Engineer's Office (BCEO) in the amount of \$2,000,000.00. West Chester has identified 7 +/- miles of streets to be included in this year's paving contract.

Bids were accepted and the contract has been awarded to John R. Jurgensen Company. CIP# 1394 was budgeted for \$1,200,000.00 in TIF funds and CIP# 1395 was budgeted for \$1,400,000.00 in Roads funds for paving Township streets.

Community Services Department is requesting the Board approve a purchase order to John R. Jurgensen Company in the amount of \$1,600,000.00, plus a contingency amount of \$275,000.00, for a total amount of \$1,875,000.00, to be paid from various funding sources.

| | Budgeted Item: | Yes; CIP, TIF | | |
|------|-----------------|---------------|--------------------|----------------|
| ance | CIP#: | 1394 & 1395 | | |
| Fin | TIF Info: | 218 & 219 | | |
| | Purchase Order: | S221231 | Total Encumbrance: | \$1,875,000.00 |

| UNIT P. | RICE 42.50 | 70.00 | 1.75 | 2.50 | 190.00 | 150.00 | 1500.00 | 3250.00 | 5.50 | 1.00 | 95.00 | 5100.00 | 2700.00 | 7.00 | ##### | 200.00 | 1.50 | 7.00 | 1.21% | 0.60% | 0.00% | 4.92% | |
|--|------------------------|-------|-------------------------------------|---------------------------|-------------------------------------|-----------------|-------------------------------|-------------------------------|-------------------------------|----------------------------------|---------------------------|-------------|----------------|-----------|------------|----------------------|--------------------------|-----------------|------------------------|------------------------|-------------------------|---------------|----------------|
| Γ | EM : | 253 | 2! | 54 | 448 | | | 614 | | | | | | | 644 | | | | 614 | | 802 | | |
| West Chester Township Paving Estimate 2022 April 5, 2022 | Pavement Repair, 6" | م م | Pavement Planing, Profile 0-1.5" | Pavement Planing, 1.5" | Surface Course Type 1, 1.5", APP | Work Zone Signs | WZ Centerline Class 2, 642 | WZ Centerline Class 3, 642 | WZ Stop Line, Class 3, 642 | WZ Channel Line, Class 3, 642 | WZ Arrow, Class 3, 642 | Center Line | Edge Line , 4" | Stop Line | Lane Arrow | Lane Arrow, Combo | Channelizing Line, 8" | Transverse Line | Maintaining Traffic | Premium On Bid Bond | Premium On Insurance | Contingencies | |
| | SY | SY | SY | SY | CY | EA | Mile | Mile | LF | LF | EA | Mile | Mile | LF | EA | EA | LF | LF | LS | LS | LS | LS | COST |
| Allen Rd - Cin-Day Rd to new pavement | 192 | 0 | 2742 | 0 | 114 | 2 | 0.000 | 0.240 | 66 | 600 | 16 | 0.120 | 0.240 | 33 | 8 | 0 | 300 | 0 | 494.75 | 247.37 | 0.00 | 2012.00 | \$43,676.63 |
| Centre Park Dr - Crescentville Rd to Gano | 316 | | 4511 | 0 | 188 | 2 | 0.000 | 0.520 | 70 | 284 | 12 | 0.260 | 0.520 | 35 | 3 | 3 | 142 | 0 | 784.87 | 392.43 | 0.01 | 3191.85 | \$69,288.65 |
| Autumn Glen - Lakota Hills to Lakota Hills | 0 | 506 | 7229 | 0 | 301 | 0 | 0.000 | 0.000 | 0 | 0 | 0 | 0.000 | 0.000 | 0 | 0 | 0 | 0 | 0 | 1273.12 | 636.56 | 0.01 | 5177.46 | \$112,392.35 |
| Albritton PI - Club Ln to cul-de-sac | 0 | 325 | 4644 | 0 | 194 | 0 | 0.000 | 0.000 | 0 | 0 | 0 | 0.000 | 0.000 | 0 | 0 | 0 | 0 | 0 | 817.90 | 408.95 | 0.01 | 3326.18 | \$72,204.71 |
| Middleshire Ct - Albritton Pl to cul-de-sac | 0 | 151 | 2164 | 0 | 90 | 0 | 0.000 | 0.000 | 0 | 0 | 0 | 0.000 | 0.000 | 0 | 0 | 0 | 0 | 0 | 381.11 | 190.56 | 0.00 | 1549.89 | \$33,644.99 |
| Creekwood Cir - Rollingwood Way to cul-de-sac | 0 | 41 | 590 | 0 | 25 | 0 | 0.000 | 0.000 | 0 | 0 | 0 | 0.000 | 0.000 | 0 | 0 | 0 | 0 | 0 | 103.86 | 51.93 | 0.00 | 422.37 | \$9,168.85 |
| Crossbridge - Beckett Ridge Blvd to Stirrup | 0 | 438 | 6262 | 0 | 261 | 0 | 0.000 | 0.000 | 0 | 0 | 0 | 0.000 | 0.000 | 0 | 0 | 0 | 0 | 0 | 1102.75 | 551.37 | 0.01 | 4484.60 | \$97,351.70 |
| Evergreen Ct - Rollingwood Way to cul-de-sac | 0 | 36 | 513 | 0 | 21 | 0 | 0.000 | 0.000 | 0 | 0 | 0 | 0.000 | 0.000 | 0 | 0 | 0 | 0 | 0 | 90.30 | 45.15 | 0.00 | 367.22 | \$7,971.58 |
| Highfield Ct - Rollingwood Way to cul-de-sac | 0 | 40 | 573 | 0 | 24 | 0 | 0.000 | 0.000 | 0 | 0 | 0 | 0.000 | 0.000 | 0 | 0 | 0 | 0 | 0 | 100.99 | 50.49 | 0.00 | 410.69 | \$8,915.28 |
| Partridge Cir - Rollingwood Way to cul-de-sac | 0 | 44 | 626 | 0 | 26 | 0 | 0.000 | 0.000 | 0 | 0 | 0 | 0.000 | 0.000 | 0 | 0 | 0 | 0 | 0 | 110.24 | 55.12 | 0.00 | 448.33 | \$9,732.28 |
| Pineneedle Cir - Rollingwood Way to cul-de-sac | 0 | 51 | 731 | 0 | 30 | 0 | 0.000 | 0.000 | 0 | 0 | 0 | 0.000 | 0.000 | 0 | 0 | 0 | 0 | 0 | 128.69 | 64.35 | 0.00 | 523.37 | \$11,361.30 |
| Rollingwood Way - Beckett Ridge Blvd to Partridge Cir | 0 | 151 | 2160 | 0 | 90 | 0 | 0.000 | 0.000 | 0 | 0 | 0 | 0.000 | 0.000 | 0 | 0 | 0 | 0 | 0 | 380.45 | 190.22 | 0.00 | 1547.17 | \$33,586.07 |
| Talltree Way - Crossbridge to cul-de-sac | 0 | 289 | 4131 | 0 | 172 | 0 | 0.000 | 0.000 | 0 | 0 | 0 | 0.000 | 0.000 | 0 | 0 | 0 | 0 | 0 | 727.43 | 363.72 | 0.01 | 2958.28 | \$64,218.36 |
| Seminary Alleyway - Seminary to end | 0 | 26 | 0 | 375 | 16 | 0 | 0.000 | 0.000 | 0 | 0 | 0 | 0.000 | 0.000 | 0 | 0 | 0 | 0 | 0 | 69.44 | 34.72 | 0.00 | 282.40 | \$6,130.31 |
| Brookdale Dr - Cox Rd to Ridgecrest | 0 | 324 | 4635 | 0 | 193 | 0 | 0.000 | 0.000 | 0 | 0 | 0 | 0.000 | 0.000 | 0 | 0 | 0 | 0 | 0 | 816.33 | 408.17 | 0.01 | 3319.81 | \$72,066.50 |
| Coachman Dr - Monticello Dr to Shenandoah Dr | 0 | 82 | 1174 | 0 | 49 | 0 | 0.000 | 0.000 | 0 | 0 | 0 | 0.000 | 0.000 | 0 | 0 | 0 | 0 | 0 | 206.72 | 103.36 | 0.00 | 840.68 | \$18,249.40 |
| Fireside Ct - Brookdale Dr to cul-de-sac | 0 | 93 | 1327 | 0 | 55 | 0 | 0.000 | 0.000 | 0 | 0 | 0 | 0.000 | 0.000 | 0 | 0 | 0 | 0 | 0 | 233.77 | 116.89 | 0.00 | 950.69 | \$20,637.58 |
| Monticello Dr north - Cox Rd to Delview Dr | 0 | 387 | 5527 | 0 | 230 | 0 | 0.000 | 0.000 | 0 | 0 | 0 | 0.000 | 0.000 | 0 | 0 | 0 | 0 | 0 | 973.31 | 486.66 | 0.01 | 3958.21 | \$85,924.95 |
| Shenandoah Dr - cul-de-sac to cul-de-sac | 0 | 140 | 1994 | 0 | 83 | 0 | 0.000 | 0.000 | 0 | 0 | 0 | 0.000 | 0.000 | 0 | 0 | 0 | 0 | 0 | 351.16 | 175.58 | 0.00 | 1428.09 | \$31,001.07 |
| Bluebird Ct - Bluebird Dr to cul-de-sac | 0 | 42 | 593 | 0 | 25 | 0 | 0.000 | 0.000 | 0 | 0 | 0 | 0.000 | 0.000 | 0 | 0 | 0 | 0 | 0 | 104.41 | 52.21 | 0.00 | 424.63 | \$9,217.83 |
| Bluebird Dr - Barret Rd to Kinglet Ln | 0 | 665 | 9497 | 0 | 396 | 0 | 0.000 | 0.000 | 0 | 0 | 0 | 0.000 | 0.000 | 0 | 0 | 0 | 0 | 0 | 1672.53 | 836.27 | 0.02 | 6801.76 | \$147,652.68 |
| Goldcrest Ct - Kinglet Ln to cul-de-sac | 0 | 78 | 1119 | 0 | 47 | 0 | 0.000 | 0.000 | 0 | 0 | 0 | 0.000 | 0.000 | 0 | 0 | 0 | 0 | 0 | 197.08 | 98.54 | 0.00 | 801.49 | \$17,398.67 |
| Goldfinch Way - Bluebird Dr to cul-de-sac | 0 | 425 | 6073 | 0 | 253 | 0 | 0.000 | 0.000 | 0 | 0 | 0 | 0.000 | 0.000 | 0 | 0 | 0 | 0 | 0 | 1069.55 | 534.78 | 0.01 | 4349.59 | \$94,421.09 |
| Hummingbird Ln - Bluebird Dr to cul-de-sac | 0 | 70 | 1001 | 0 | 42 | 0 | 0.000 | 0.000 | 0 | 0 | 0 | 0.000 | 0.000 | 0 | 0 | 0 | 0 | 0 | 176.27 | 88.13 | 0.00 | 716.83 | \$15,560.86 |
| Kinglet Ln - Bluebird Dr to Clearbrook Dr | 0 | 131 | 1877 | 0 | 78 | 0 | 0.000 | 0.000 | 0 | 0 | 0 | 0.000 | 0.000 | 0 | 0 | 0 | 0 | 0 | 330.58 | 165.29 | 0.00 | 1344.40 | \$29,184.24 |
| Tanager PI - Goldfinch Way to cul-de-sac | 0 | 52 | 738 | 0 | 31 | 0 | 0.000 | 0.000 | 0 | 0 | 0 | 0.000 | 0.000 | 0 | 0 | 0 | 0 | 0 | 130.00 | 65.00 | 0.00 | 528.68 | \$11,476.50 |
| Woodlark Ln - Goldfinch Way to end | 0 | 41 | 582 | 0 | 24 | 0 | 0.000 | 0.000 | 0 | 0 | 0 | 0.000 | 0.000 | 0 | 0 | 0 | 0 | 0 | 102.56 | 51.28 | 0.00 | 417.09 | \$9,054.12 |
| Eastview Ave - Fairview Ave to end | 0 | 97 | 0 | 1379 | 57 | 0 | 0.000 | 0.000 | 0 | 0 | 0 | 0.000 | 0.000 | 0 | 0 | 0 | 0 | 0 | 255.35 | 127.67 | 0.00 | 1038.44 | \$22,542.37 |
| San Mateo Dr - Windwood Dr to cul-de-sac | 0 | 359 | 5131 | 0 | 214 | 0 | 0.000 | 0.000 | 0 | 0 | 0 | 0.000 | 0.000 | 0 | 0 | 0 | 0 | 0 | 903.60 | 451.80 | 0.01 | 3674.70 | \$79,770.51 |
| Spring St - Woodbine Ave to Golay Ave | 0 | 43 | 0 | 611 | 25 | 0 | 0.000 | 0.000 | 0 | 0 | 0 | 0.000 | 0.000 | 0 | 0 | 0 | 0 | 0 | 113.07 | 56.54 | 0.00 | 459.83 | \$9,982.03 |
| Summit Ave - Fairview Ave to end | 0 | 109 | 0 | 1560 | 65 | 0 | 0.000 | 0.000 | 0 | 0 | 0 | 0.000 | 0.000 | 0 | 0 | 0 | 0 | 0 | 288.82 | 144.41 | 0.00 | 1174.57 | \$25,497.58 |
| Whistlestop Ct - Windwood Dr to cul-de-sac | 0 | 90 | 1284 | 0 | 54 | 0 | 0.000 | 0.000 | 0 | 0 | 0 | 0.000 | 0.000 | 0 | 0 | 0 | 0 | 0 | 226.17 | 113.09 | 0.00 | 919.78 | \$19,966.57 |
| Windwood Dr - Dimmick Rd to Rushwood Ct | 0 | 803 | 11469 | 0 | 478 | 0 | 0.000 | 0.000 | 0 | 0 | 0 | 0.000 | 0.000 | 0 | 0 | 0 | 0 | 0 | 2019.79 | 1009.90 | 0.02 | 8213.96 | \$178,308.92 |
| Woodbine Ave - Eastview Ave to end | 0 | 73 | 0 | 1041 | 43 | 0 | 0.000 | 0.000 | 0 | 0 | 0 | 0.000 | 0.000 | 0 | 0 | 0 | 0 | 0 | 192.75 | 96.37 | 0.00 | 783.86 | \$17,015.96 |
| Stone Dr South - Dimmick Rd to cul-de-sac | 0 | 76 | 1089 | 0 | 45 | 0 | 0.000 | 0.000 | 0 | 0 | 0 | 0.000 | 0.000 | 0 | 0 | 0 | 0 | 0 | 191.85 | 95.93 | 0.00 | 780.22 | \$16,937.08 |
| | | | | | | | | | | | | | | | | | | | | | | | |
| TO | TAL 507.8 | 6279 | 91988 | 4966 | 4039 | 4 | 0.000 | 0.760 | 136 | 884 | 28 | 0.38 | 0.76 | 68 | 11 | 3 | 442 | 0 | 17121.59 | 8560.79 | 0.17 | 69629.08 | \$1,511,509.56 |

2022 Street Paving List

Street

Albritton Pl (Club Ln to cul-de-sac)

Allen Rd (Cin-Day Rd to new pavement)

Autumn Glen (Lakota Hills to Lakota Hills)

Bluebird Ct (Bluebird Dr to cul-de-sac)

Bluebird Dr (Barret Rd to Kinglet Ln)

Brookdale Dr (Cox Rd to Ridgecrest)

Centre Park Dr (Crescentville Rd to Gano)

Coachman Dr (Monticello Dr to Shenandoah Dr)

Creekwood Cir (Rollingwood Way to cul-de-sac)

Crossbridge (Beckett Ridge Blvd to Stirrup)

Eastview Ave (Fairview Ave to end)

Evergreen Ct (Rollingwood Way to cul-de-sac)

Fireside Ct (Brookdale Dr to cul-de-sac)

Goldcrest Ct (Kinglet Ln to cul-de-sac)

Goldfinch Way (Bluebird Dr to cul-de-sac)

Highfield Ct (Rollingwood Way to cul-de-sac)

Hummingbird Ln (Bluebird Dr to cul-de-sac)

Kinglet Ln (Bluebird Dr to Clearbrook Dr)

Middleshire Ct (Albritton Pl to cul-de-sac)

Monticello Dr north (Cox Rd to Delview Dr)

Partridge Cir (Rollingwood Way to cul-de-sac)

Pineneedle Cir (Rollingwood Way to cul-de-sac)

Rollingwood Way (Beckett Ridge Blvd to Partridge Cir)

San Mateo Dr (Windwood Dr to cul-de-sac)

Seminary Alleyway (Seminary to end)

Shenandoah Dr (cul-de-sac to cul-de-sac)

Spring Ave (Woodbine Ave to Golay Ave)

Stone Dr South (Dimmick Rd to cul-de-sac)

Summit Ave (Fairview Ave to end)

Talltree Way (Crossbridge to cul-de-sac)

Tanager Pl (Goldfinch Way to cul-de-sac)

Whistlestop Ct (Windwood Dr to cul-de-sac)

Windwood Dr (Dimmick Rd to Rushwood Ct)

Woodbine Ave (Eastview Ave to end)

Woodlark Ln (Goldfinch Way to end)



| Trustee Meeting Date: | Agenda Item Type: |
|--|-------------------|
| May 10, 2022 | Business Item |
| Submitted By: | |
| Lisa Brown, Assistant Township Administrator | |

Motion:

Motion to accept proposal from Tyler Technologies for provision of Finance and Human Resources ERP software solution and implementation services; and, authorize Township Administrator to negotiate all documents necessary to effectuate and execute contract, with Law Director approval (CIP# 1807)

Background:

The Township began looking for a comprehensive HR and payroll solution in 2019. The current provider, ADP, was unable to meet the complex needs of the various departments and the project was put on hold.

Subsequently, the vendor providing the Township's finance software solution notified the Finance Director in 2020 that a major upgrade would soon be needed to maintain functionality and support of the system.

The Township's financial software and HR/payroll system are critical to every department and organizational function. Both need to be replaced or upgraded, creating a prime opportunity to find a unified platform that will improve operations, create efficiencies, and allow for better reporting and data analysis.

The Township contracted with consulting firm Plante Moran in July 2021 to aid in ERP vendor selection by conducting a needs assessment, developing an RFP, providing advice and documents to aid in vendor selection, and negotiating a vendor contract.

Through an extensive nine month process, the Township selection team, consisting of representatives from Administration, Human Resources, Finance and Information Technology, selected Tyler Technologies as the top vendor to provide the ERP solution. Tyler Technologies submitted the best proposed solution and has extensive experience working with local governments throughout the country and within Ohio.

The total cost of implementation came in under budget and the ongoing costs will be less than current costs while providing greater functionality.

| | Budgeted Item: | Yes; CIP | | |
|------|-----------------|----------|--------------------|---------------|
| ance | CIP#: | 1807 | | |
| Fins | TIF Info: | | | |
| | Purchase Order: | S221240 | Total Encumbrance: | \$ 443,530.00 |



West Chester Township Enterprise Resource Planning Software and Implementation Services

Technical Proposal

Wednesday, October 27, 2021

Alban Michaud - Senior Account Executive One Tyler Drive, Yarmouth, ME 04096 Phone: 800-772-2260, Ext. 4147 Email: Alban.Michaud@tylertech.com

Restrictions on Disclosure

This proposal from Tyler Technologies, Inc. ("Tyler") contains proprietary and confidential information, including trade secrets, belonging to Tyler or Tyler's partners. Tyler is submitting this proposal on the express condition that the following portions will not be duplicated, disclosed, or otherwise made available, except for internal evaluation purposes:

- Response to the Functional Requirements, or "Checklist"
- Line-item pricing (total proposed contract amount may be disclosed)
- Screen shots, if any
- Detailed information regarding current customers
- Detailed employee resumes/CVs
- Customized Statement of Work/Implementation Plan

To the extent disclosure of those portions is requested or ordered, Tyler requires written notice of the request or order. If disclosure is subject to Tyler's permission, Tyler will grant that permission in writing, in Tyler's sole discretion. If disclosure is subject to a court or other legal order, Tyler will take whatever action Tyler deems necessary to protect its proprietary and confidential information and will assume all responsibility and liability associated with that action.

Tyler agrees that any portions not listed above and marked accordingly are to be made available for public disclosure, as required under applicable public records laws and procurement processes.

Trademarks Disclaimer

Because of the nature of this proposal, third-party hardware and software products may be mentioned by name. These names may be trademarked by the companies that manufacture the products. It is not Tyler's intent to claim these names or trademarks as our own.

Table of Contents

| Cover Let | ter |
|-----------|--|
| Proposal | Signature Form 8 |
| Section 1 | Executive Summary S |
| Section 2 | Company Background |
| 2.1 | Company Background Form |
| 2.2 | Company Background |
| 2.3 | Audited Financial Information |
| 2.4 | Annual Report Booklet |
| 2.5 | Subcontractors |
| Section 3 | Application Software |
| 3.1 | Munis Overview |
| 3.1.3 | 1 Productivity Tools |
| 3.1.2 | 2 Tyler Hub |
| 3.1.3 | 3 Content Management |
| 3.1.4 | 4 Analytics and Reporting 30 |
| 3.1. | 5 Tyler ReadyForms |
| 3.1.6 | 5 API Toolkits and Connectors |
| 3.2 | Munis Financial Overview |
| 3.2. | 1 Munis General Ledger |
| 3.2.2 | 2 Munis Budgeting |
| 3.2.3 | Munis Performance Based Budgeting (Optional) |
| 3.2.4 | Munis Project and Grant Accounting35 |
| 3.2.5 | 5 Munis Capital Assets |
| 3.2.6 | Munis Cash Management |
| 3.2.7 | 7 Tyler ACFR Statement Builder |
| 3.3 | Munis Procurement |
| 3.3. | 1 Munis Purchasing |
| 3.3.2 | 2 Munis Accounts Payable |
| 3.3.3 | Munis Bid Management (Optional) |
| 3.3.4 | Munis Contract Management (Optional) |
| 3.3. | 5 Munis eProcurement |
| 3.3.6 | 5 Munis Inventory (Ontional) 41 |

| 3.4 | Μι | ınis Human Capital Management | 42 |
|-----|------|---|----|
| 3. | 4.1 | Munis Recruiting | 43 |
| 3. | 4.2 | Munis Human Resources and Talent Management | 44 |
| 3. | 4.3 | Munis Payroll | 45 |
| 3. | 4.4 | Munis Employee Self Service | 47 |
| 3. | 4.5 | Munis Employee Expense Reimbursement | 48 |
| 3.5 | Μι | ınis Citizen Services & Revenue | 49 |
| 3. | 5.1 | Munis Accounts Receivable | 49 |
| 3. | 5.2 | Munis General Billing | 50 |
| 3. | 5.3 | Munis Citizen Self Service (Optional) | 50 |
| 3. | 5.4 | Tyler Cashiering | 51 |
| 3.6 | Exe | ecuTime | 52 |
| 3. | 6.1 | Time and Attendance | 52 |
| 3. | 6.2 | Simplify Complex Time, Attendance, and Benefit Tracking | 52 |
| 3. | 6.3 | Reduce Costly Errors | 52 |
| 3. | 6.4 | Time Efficiency and Cost Effectiveness | 52 |
| 3. | 6.5 | Supported Solutions | 52 |
| 3. | 6.6 | Key Features | 53 |
| 3. | 6.7 | Flexible Reporting Features | 53 |
| 3. | 6.8 | Intuitive Interface | 53 |
| 3. | 6.9 | And More | 53 |
| 3. | 6.10 | The ExecuTime Difference | 53 |
| 3. | 6.11 | Advanced Scheduling | 54 |
| 3. | 6.12 | Reduce Labor Costs | 54 |
| 3. | 6.13 | Increase Workforce Productivity | 54 |
| 3. | 6.14 | Seamless Integrations | 54 |
| 3. | 6.15 | Easy to Use and Implement | 54 |
| 3. | 6.16 | Key Features | 54 |
| 3.7 | Soc | crata Open Finance (Optional) | 55 |
| 3. | 7.1 | Beyond Transparency | 55 |
| 3. | 7.2 | Effective Communication Tools | 55 |
| 3. | 7.3 | A Suite of Focused Applications | 56 |
| 3. | 7.4 | Tyler Open Finance a Win-Win | 56 |

| | 3.7. | 5 | Additional Features: | 56 |
|----|----------|------|---|----|
| | 3.8 | Thir | d Party Products | 57 |
| Se | ection 4 | 1 T | echnical and Vendor Hosted / Cloud Information | 58 |
| | 4.1 | Tecl | nnical and Vendor Hosting / Cloud Form | 58 |
| Se | ection 5 | 5 Ir | nplementation Plan | 67 |
| | 5.1 | Gen | eral Implementation Approach (Section 5.1) | 67 |
| | 5.1. | 2 | Sales to Implementation Transition | 70 |
| | 5.1. | 3 | Key Differentiators | 71 |
| | 5.1. | 4 | Experience in the Public Sector & Project Understanding | 71 |
| | 5.1. | 5 | Project Planning | 72 |
| | 5.1. | 6 | Proposed Project Phases | 72 |
| | 5.1. | 7 | Parallel Systems | 73 |
| | 5.2 | Proj | ect Management Approach (Section 5.2) | 73 |
| | 5.3 | Proj | ect Management Approach Form | 74 |
| | 5.4 | Data | a Conversion and Migration (Section 5.3) | 76 |
| | 5.4. | 1 | Data Conversion Standards & Responsibilities | 76 |
| | 5.4. | 2 | Data Conversion Assessment Responsibilities- Township versus Tyler | 77 |
| | 5.4. | 3 | Data Conversions & Delivery Responsibilities- Township versus Tyler | 77 |
| | 5.4. | 4 | Retention of Legacy Data | 77 |
| | 5.4. | 5 | Determining Data to Convert | 77 |
| | 5.5 | Data | a Analytics, Report and Form Development (Section 5.4) | 78 |
| | 5.5. | 1 | Report Development Form | 78 |
| | 5.6 | Inte | grations and Interfaces (Section 5.4) | 81 |
| | 5.7 | Trai | ning (Section 5.5) | 84 |
| | 5.7. | 1 | Training Form | 84 |
| | 5.7. | 2 | Train-the-Trainer Approach | 87 |
| | 5.7. | 3 | Training Documents | 87 |
| | 5.8 | Org | anizational Change Management Approach (Section 5.6) | 92 |
| | 5.9 | Test | ting (Section 5.7) | 93 |
| | 5.9. | 1 | Stress Testing | 94 |
| | 5.9. | 2 | User Acceptance Testing (UAT) | 94 |
| | 5.9. | 3 | Sample Testing Plan | 96 |
| | 5.10 | Оре | erational Redesign (Section 5.8) | 96 |
| | | | | |

| 5.11 | System Documentation and Manuals (Section 5.9) | 97 |
|-----------|--|-----|
| 5.12 | Disaster Recovery Plan (Section 5.10) | 97 |
| 5.13 | Knowledge Transfer (Section 5.11) | 98 |
| Section 6 | Staffing Plan | 99 |
| 6.1 | Staffing Plan Form | 99 |
| 6.2.2 | 1 Sample Resumes | 101 |
| 6.3.2 | 1 RACI Matrix | 104 |
| Proj | ect Organizational Chart2 | 105 |
| Section 7 | Ongoing Support Services | L07 |
| 7.1 | Ongoing Support Services Form | L07 |
| 7.2.2 | 1 Focused by Application | 113 |
| 7.2.2 | 2 State User Groups | 114 |
| 7.2.3 | 3 Annual User Conference | 114 |
| Section 8 | Client References | L17 |
| 8.1 | Client Reference Form | L17 |
| Section 9 | Subscription and Maintenance Agreements | 122 |
| 9.1 | Sample License Agreement | 122 |
| Section 1 | 0 Exceptions and Deviations | 123 |
| Section 1 | 1 Other Required Forms and Attachments | 128 |
| 11.1 | Independent Service Auditor's Opinion Letter | 128 |
| 11.2 | Required Forms | 129 |
| Section 1 | 2 Addenda | 130 |

Wednesday, October 27, 2021



West Chester Township Jenna Whittaker Executive Assistant to the Twp. Administrator 9113 Cincinnati Dayton Rd. West Chester, OH 45069 One Tyler Dr Yarmouth ME 04096 P: 800.772.2260 F: 207.781.2459 www.tylertech.com

RE: Enterprise Resource Planning Software and Implementation Services

Dear Jenna Whittaker:

Tyler Technologies, Inc. (Tyler) is pleased to respond to the West Chester Township's Request for Proposal dated Friday, September 24, 2021, for Enterprise Resource Planning Software and Implementation Services. The attached proposal will detail our complete offering, including:

- Munis software applications
- Necessary consultation to define scope of services
- Implementation of software and services
- Training on, and support of, provided software and services

In presenting the enclosed proposal, Tyler warrants that it is unaware of any known conflict of interest in responding to, or submitting, said proposal in response to the West Chester Township's RFP. Tyler also warrants that it complies, and acts in accordance, with:

- Federal Executive Orders relating to the enforcement of civil rights
- Federal Codes regarding Anti-discrimination in Employment
- Title 6, Civil Rights Act of 1964
- Requirements of the Americans with Disabilities Act of 1990 for work performed due to this RFP

This proposal and cost schedule shall be valid and binding for 180 days following the RFP due date. Except as set forth in this proposal, this proposal may be released in part or in total as public information in accordance with the requirements of the laws covering same.

One or more individuals in the Tyler Contracts Department have read and accepted the terms and conditions of the RFP and any amendments, except as modified by, taken exception to, or otherwise set forth in Tyler Technologies' proposal.

If you have any questions related to this proposal, please feel free to contact:

Alban Michaud, Senior Account Executive 800-772-2260, Ext. 4147 - Alban.Michaud@tylertech.com

Respectfully submitted,

Rob Kennedy-Jensen

Director, State & Local Contracts, Tyler Technologies, Inc.

Tyler Technologies, Inc. is a publicly traded corporation (NYSE: TYL)

EIN: 75-2303920

Proposal Signature Form

Please reference the Proposal Signature Form on the following pages.

RFP for ERP Software and Implementation Services Chester Township <u>Due October 27, 2021</u> 11: Required Forms

West

Section

11 RFP FORMS

11.1 Proposal Signature Form

The undersigned, as authorized proposal responder, declares that he/she has carefully examined all the items of the Specifications and Instructions herein that he/she fully understands and accepts the requirements of the same, and he/she agrees to furnish the specified items and will accept, in full payment therefore, the amount specified below. The proposal responder will identify below its business entity as individual, DBA, partnership, corporation (foreign or domestic), and will indicate the official West Chester Township of person(s) executing this proposal.

Proposals shall include installation services, and the successful respondent shall obtain all required permits and pay fees required.

State payment terms:

Tyler's standard payment terms are set forth in the Invoicing and Payment Policy
(Exhibit B) to the standard Tyler contract. Payment shall be made within 45 days of receipt of invoice.

State term proposal is held firm for: 180 days

State warranty on equipment: $_{N/A}$

State maximum time required for $_{N/A}$ shipping, F.O.B. West Chester Township:

PROPOSAL: Enterprise Resource Planning Software and Implementation Services

| Firm Name: | Tyler Technologies, Inc. Date | : 10/22/21 |
|--------------|--|------------|
| Address: | One Tyler Drive | |
| - | Yarmouth, ME 04096 | |
| Telephone: | 800-772-2260 | |
| Signature: | Te Wal | |
| | Rob Kennedy-Jensen, Director, State & Local Cont | racts |
| Page 4 of 54 | V | |

Section 1 Executive Summary

4.1 Executive Summary (Section 1)

This part of the response to the RFP should be limited to a brief narrative not to exceed two (2) pages describing the proposed solution. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel. The executive summary should not include cost quotations.

Public sector organizations around the nation are facing some of most difficult challenges in the financial management arenas today. Managers seldom find they're burdened with a shortage of data. Rather, the difficulty is assimilating, compiling and analyzing this wealth of information to make informed, timely business decisions. With Tyler's Munis Enterprise Resource Planning (ERP) solution, West Chester Township will be able to take the first step in implementing an off-the-shelf, scalable financial solution that can be tailored to fit your specific needs and requirements. Tyler is uniquely positioned to offer the Township our industry-leading fully integrated solutions to meet the entire scope of the requirements presented.

WHY PARTNER WITH TYLER? MUNIS ERP IS THE BEST VALUE FOR WEST CHESTER TOWNSHIP

Tyler recognizes that the public sector is generally stable, risk averse, and craves community accessibility, security, and transparency. That is why local government and school entities seek reliable and efficient software and services from a single partner — and one hand to shake like Tyler—a vendor who is professional, reputable, dedicated, and achieves results. Tyler has the experience to understand the unique requirements of the public sector, the necessary resources to invest in its products for the public sector, and the ability to deliver quality services — for the public sector. The following is a list of reasons why Tyler Technologies will be the most reliable partner and offers the best total solution value to the Township:

An Enterprise Solution that connects your organization. Managing the fiscal operations of a municipality requires vision — the ability to see beyond organizational divisions, monitor key business intelligence across departments, identify trends from year to year, track workflow, and much more. Without this level of access and control, it is difficult to operate efficiently, be responsive, and plan for the future. Tyler Technologies is committed to providing enterprise software solutions like Munis® that let you manage day-to-day operations while staying strategically aligned with your long-term plans.

Munis ERP is 100% designed for public sector. Munis is a powerful enterprise resource planning (ERP) solution purpose-built for the public sector that integrates your finances, payroll, human resources, purchasing, fixed assets, revenue streams, and civic services. It breaks down departmental data silos, streamlines processes, and eliminates duplicate data entry. With customized Tyler Hub™ pages, automated workflow, wizards, and integration with Microsoft® productivity tools, your staff can increase efficiency and be more responsive to your community. Munis is designed specifically to meet your needs today and tomorrow.

Munis will Meet your evolving needs. Munis is a dynamic solution that evolves with new features, technology, and expanded services to ensure you are never left behind with outdated software or support. Tyler provides easy-to-use solutions, responsive support, and apps that solve specific challenges as your needs develop. From enabling remote work with HTML5 programming and cloud-based applications to integrating GIS functionality into asset management operations, Munis continues to develop and deploy software that solves client problems.

Tyler's Evergreen Promise. Tyler is committed to providing clients with the tools they need today and in the future. Tyler has dozens of clients who have used Munis for more than 30 years and expects they will remain clients for decades to come. Why? Because Tyler is committed to their satisfaction and continues to develop new solutions to meet their changing needs. Every year Tyler releases new feature upgrades with no relicensing fees for clients with an annual maintenance contract. Tyler calls this its evergreen philosophy. To help clients stay current with updates, Tyler has the EverGuide support initiative, which provides training resources to ensure that you never lag behind. Tyler is committed to helping you maximize your Munis solution today and for years to come.

Our Experience. Our proven track record spans more than 35 years of successful implementations in cities similar in size to West Chester Township. Instead of relying on third party system integrators and implementers who may not be completely focused on the project and may have disconnected interests in its outcome, our own personnel have implemented Tyler applications in hundreds of other public sector entities. Our experienced Project Managers have obtained their PMI Certification and will utilize the Project Management Institute's proven methodologies to insure an on-time and on-budget implementation.

To date, Tyler has implemented our Munis Enterprise Resource Planning solutions in over 2,000 local governments. As such, our trained personnel perform and guide all aspects of implementation incorporating expertise and past lessons learned into your project. Our staff consists of seasoned professionals with years of experience, and unique and proprietary skills, specialized in managing and delivering projects focusing on your business processes. Our ERP division has grown and evolved over time, taking our lessons learned from large, complex projects to identify key areas of workflow and system design that positively impact a townshipwide implementation.

The large number of Tyler Munis selections by your local government peers that were conducted through a similar competitive process is a testament to the fact that *our business model works*. Additional Ohio sites that have selected Tyler Munis ERP include:

City of Centerville

City of Delaware City of Dublin City of Fairborn City of Fairfield City of Findlay City of Gahanna

City of Marysville City of Mentor City of Monroe

City of New Albany

City of Grove City

City of North Olmsted City of North Royalton City of Oregon

City of Painesville City of Rocky River City of Shaker Heights

City of Sidney

City of Solon
City of Strongsville
Washington Township

Allen County
Athens County
Butler County
Clermont County
Clinton County

Clinton County
Fairfield County
Franklin County
Hancock County
Lake County
Mahoning County

Miami County Portage County Richland County Trumbull County Union County Warren County
Akron Public Schools

Berea City Schools
Columbus City Schools
Mayfield City Schools
Columbus Metropolitan

Library

Cleveland Metroparks Cleveland Public Library

THE BEST VALUE FOR WEST CHESTER TOWNSHIP.

For years, Tyler has cited the strength of our company as a selling point for our products.

Tyler understands how difficult selecting a new software solution can be. When doing so, public sector clients typically choose the software that appears to solve their current problems and meets their project goals. Some often-overlooked criteria in the process, however, is selecting the vendor who best understands the way the public sector needs to operate. *That vendor is Tyler*. In fact, helping clients successfully overcome their current issues and meet their future goals is why Tyler is the leader in the public-sector ERP market. In summary, it is Tyler's goal to make your transition to your new Tyler solution a successful one!

The Township's primary contact from Tyler Technologies for this engagement is:

Alban Michaud Senior Account Executive, ERP 207-712-5809 alban.michaud@tylertech.com

Section 2 Company Background

4.2 Company Background (Section 2, along with form in the RFP FORMS attachment)

Vendors must provide information about their company so that West Chester Township can evaluate the Vendor's stability and ability to support the commitments set forth in response to the RFP. In addition to providing responses to the following items, the Vendor must complete the Company Background Form in section 6.5 of this RFP.

2.1 Company Background Form

| Vendor name: | | Tyler Technologies, Inc. | | |
|--|--|------------------------------------|--------------------|--|
| Software brand name: | | Munis | | |
| Software version proposed (years in production): | | 2021 | | |
| Is Vendor prime contractor: | | Yes X | No 🗆 | |
| 1. | What are the top three differ | rentiators of your company and its | proposed solution? | |
| | Experience. Tyler Technologies' solutions offer the widest breadth of products in the industry, the latest technology available, and an integrated system that can operate in diverse offices throughout a jurisdiction. More importantly, Tyler's vision and skill in executing that vision is what ultimately leads to a successful implementation and long-term solution for our clients. Our experienced team consists of industry leaders that keep our team moving and making sure we can give you the tools to succeed. Public Sector Focus. Tyler has been providing software and services to clients for more than 50 years and have long-standing reputations in the local government market for quality products and customer service. Tyler is the largest company in the United States focused solely on providing software solutions to the public sector. While many of our competitors compete in multiple vertical markets, Tyler is singularly focused on the public sector. It is 100 percent of our business. Our Products. With decades of exclusive public sector experience, Tyler is the market leader providing integrated software and services. Subject matter experts and in-depth products result in a sustainable client partnership that delivers the industry's most comprehensive solution. We provide the industry's broadest line of software products and offer clients a single source for all their information technology needs in several major areas: Appraisal & Tax, ERP, Civic Services, Land & Official Records, Courts & Justice, Public Safety, Data & Insights, and Schools. We are known for long-standing client relationships, functional and feature-rich products, and the latest technology. In addition to software products, Tyler provides related professional services including installation, data conversion, consulting, training, customization, support, disaster recovery, and application and data hosting. | | | |

2. What strategic alliance have you made to further strengthen your product and services?

Our dedication to public sector and technology industry experts helps us provide the best products and services possible to help governments solve problems and strengthen communities. We're committed to world-class service by investing resources in transformative partnerships.

Microsoft. Tyler enjoys a multifaceted relationship with Microsoft — Microsoft Partner Network, managed partner, and member of a strategic development alliance. As a member of the Microsoft Partner Network, Tyler has earned several Microsoft competencies, including several Gold Competencies. A Gold Competency demonstrates best-in-class expertise and proficiency within Microsoft's marketplace and is evidence of deep, consistent commitment to a Microsoft business solution. Only one percent of Microsoft partners worldwide have attained this distinction.

Tyler is also a Microsoft Independent Software Vendor (ISV) managed partner — less than five percent of all Microsoft partners are managed. This status is awarded by Microsoft to companies that meet a stringent set of requirements.

A strategic software development alliance between Microsoft and Tyler has been a natural outcome in our roles as industry leaders. Since 2007, Microsoft and Tyler have worked jointly to develop core public sector functionality for Dynamics 365® for Finance and Operations. Tyler has curated a number of partners and system integrators to transform complex business processes and provide unparalleled delivery experiences.

Amazon Web Services (AWS). Tyler has a strategic collaborative agreement with Amazon Web Services (AWS) for cloud services. The relationship allows Tyler to leverage the AWS cloud in a way that helps our public sector clients deliver better services and experiences to their communities.

The strategic collaboration with AWS lays the groundwork for cloud services in the public sector. It is also essential to delivering on the promise and potential of Connected Communities. AWS provides the framework for development, training, and collaboration to support scalable, costefficient, and secure applications.

Tyler draws from the advanced AWS cloud expertise to develop public sector solutions that meet mandates, reduce costs, and drive efficiencies. Together, Tyler and AWS deliver mission-critical solutions that enable government entities to use data as a strategic asset in the design, management, and delivery of innovative citizen services and programs.

3. How do you guarantee the services provided by your company?

Tyler implementation service provision terms and conditions are outlined in the sample SaaS agreement which is included as an exhibit in this response packet. In addition to the SLA, Tyler provides a standard Services Warranty in all contracts. Per our warranty, we will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

| 4. | What is your marketplace focus? | | | | |
|-------------------------|---|---|--|-------------------------------------|--|
| | X Small/Local Governments | | X Large Government (e.g. counties /states) | | |
| | X Public Sector | | X Other (specify): | Special Districts | |
| 5. | What is your preferred cust | tomer size (qu | antify in terms of buc | lget, customers, population, etc.)? | |
| | Tyler Technologies serves more than 10,000 local governments throughout the United States ranging from a population of 10M to 169 residents. Our solutions are highly scalable across many different metrics or measures. Our niche is the public sector. | | | | |
| 6. | Please describe the level of research and development investment you make in your products (i.e. – annual budget, head count, etc.). | | | | |
| | While experiencing significant growth, an average of 13% year over year since 2002, Tyler has reinvested our revenue into an increase in staff, expanding territories, and reinvesting in our products with \$88 million into research and development for 2020. Tyler employs more than 850 developers who work on and advance Tyler's products. | | | | |
| 7. | How many years have you | How many years have you been selling your solution to the public sector? | | | |
| | - | 's Munis Solution has been providing products, service, and support exclusively to the rnment marketplace since 1982. | | | |
| 8. | How many fully operational customer installations of the version proposed in this RFP, currently in production, has the Vendor completed? | | | | |
| | | | Ohio | Nationally | |
| | Small/Local Governments | 37 | | 1200+ | |
| | Other public sector | 7 | | 800+ | |
| Other non-public sector | | 0 | | 0 | |
| Overall: | | 44 | | 2,000+ | |
| 9. | How many fully operational customer installations, in total, has the Vendor completed? | | | | |
| | | | Ohio | Nationally | |
| | Small/Local Governments | 37 | | 1200+ | |
| | Other public sector | 7 | | 800+ | |
| | Other non-public sector | 0 | | 0 | |

| Overall: | | 44 | 2,000+ |
|--|--|---|--------|
| 10. | How many current system implementations of your solution are in-process within both the State of Ohio? | | |
| | | Current in-process Implementation | ns |
| State of Ohio | | 4 implementations in Ohio | |
| | Total: | | |
| 11. | | Please state the year the Vendor's the proposed solution to local gov | |
| Tyler's Munic Colution has been providing products, comice, and support evaluation to the government | | | |

Tyler's Munis Solution has been providing products, service, and support exclusively to the government marketplace since 1982.

Where is the Vendor's closest support facility/sales office to West Chester Township?

Falmouth and Yarmouth, Maine. Note: Support hours are structured to be available for business hours in every time zone.

13. Where is the Vendor's company headquarters?

Tyler's headquarters are in Plano, Texas

14. Please list the Vendor's sales in the previous three years:

| Year | Sales |
|------|----------|
| 2020 | \$1.11B |
| 2019 | \$1.088B |
| 2018 | \$935M |

15. What organization would the Vendor recommend for a site visit?

Clermont County, OH

Marysville, OH

New Albany, OH

16. Please disclose any outstanding litigation against your company.

Litigation matters involving a Tyler client: Tyler has more than 27,000 successful installations across more than 11,000 sites, with clients in all 50 states, Canada, the Caribbean, Australia, and other international locations. Litigations between Tyler and a Tyler client are not common. Tyler makes every effort to engage in reasonable and productive dispute resolution processes with its clients when there are project challenges or other apparent impasses under a contract. In limited circumstances, a Tyler client feels

compelled to bring a lawsuit (often for reasons that, although unstated, are outside Tyler's control), or a third-party brings a lawsuit involving both Tyler and a Tyler client. Currently pending lawsuits that meet this description are summarized below:

• Kern County v. Tyler Technologies, Inc. (Superior Court of California, County of Kern, Case No. BCV-20-101197): Tyler was served on May 21, 2020. Kern County's complaint includes allegations of breach of contract and related tort claims and violations of state business statutes. Tyler strongly disputes those allegations. Tyler has been, and remains, ready, willing, and able to deliver on our contract. We hope the county will choose to engage with us productively and we look forward to refuting the misinformation and misguided allegations included in their complaint.

Litigation matters involving current or former Tyler employees: Although Tyler has more than 5,000 current employees, employment lawsuits involving Tyler are not common. Currently, there are loosely affiliated lawsuits against Tyler involving FLSA-type claims. Currently pending lawsuits that meet this description are summarized below:

• FLSA Lawsuits: There are individual plaintiff lawsuits and one class action/collective action lawsuit currently pending. Each of those lawsuits makes similar allegations: that certain Tyler professional services employees should be classified as non-exempt from overtime wage laws under state and/or federal law. Those lawsuits include the purported class/collective action Kudatsky v. Tyler Technologies, Inc. (N.D. Cal., Case No. 19-CV-07647) (service date: December 6, 2019); as well as individual plaintiff lawsuits Wright v. Tyler Technologies, Inc. (E.D. Ark., 20-cv-454) (service date: March 2, 2020) and Harrison v. Tyler Technologies, Inc. (E.D. Tex., 21-cv-607) (service date: August 6, 2021). In each case, Tyler is confident in its position that the Tyler employees have been properly classified as a matter of law and consistent with industry standards.

Lawsuits otherwise involving Tyler software or services: Third parties have also brought lawsuits against Tyler based on some alleged connection between the cause of action and a Tyler software or service. Currently pending lawsuits that meet this description are summarized below:

- Chavez Law Offices, PA v. Tyler Technologies, Inc. (Second Judicial District Court, Bernalillo County, New Mexico, No. D-202-CV-2021-01248): On March 2, 2021, Tyler was served in the above-captioned proceedings. The Plaintiff, a law firm in New Mexico, alleges that Tyler, as the provider of the Odyssey File & Serve electronic filing system used by New Mexico courts, has not refunded certain filing fees paid by Plaintiff that the Plaintiff believes it should not have been charged. The complaint alleges certain tort claims and violations of the New Mexico Unfair Trade Practices Act. The lawsuit appears to be based on Plaintiff's misunderstanding of how filing fees are assessed and the circumstances under which they may be refunded. Tyler is confident that it has acted in accordance with the terms of its agreement and applicable law, and that the allegations in the complaint are meritless and warrant dismissal.
- Levine v. Scott et al. (Dekalb County Superior Court, GA, No. 19-CV-7832). Tyler was served on September 25, 2019. The plaintiff is an individual seeking declaratory and injunctive relief for various claims. His suit names twelve co-defendants along with Tyler, most of whom are officials from various Georgia state courts. As best can be understood from the complaint, the allegations stem from Mr. Levine's complaints about the results of various court proceedings and court rulings against him. Tyler had

no involvement in any of those proceedings or rulings, and the only alleged connection between Tyler and the complaint appears that certain filings were entered using a Tyler electronic filing solution. Tyler is very confident that any claims against it, to the extent any claims are even pled against Tyler, are meritless and warrant dismissal.

- Stern v. Snohomish County, d/b/a Snohomish County 911 ("Sno911") et al. (Snohomish County Superior Court, State of Washington, No. 18-2-05901-31): Tyler was joined to a pending lawsuit against Sno911 on January 24, 2019. Plaintiff Darrin Stern is a former employee of Sno911, a Tyler client in live production on the New World Public Safety software. Mr. Stern alleges that Sno911 discriminated against him by failing to accommodate his alleged disability color-blindness. He alleges a single claim against Tyler: that Tyler aided and abetted Sno911's discrimination against, and wrongful discharge of, Mr. Stern. Tyler had no role in Sno911's employment decisions relating to Mr. Stern. For that and other reasons, Tyler is confident that Mr. Stern's claims against Tyler are meritless.
- Turnage et al. v. Oldham et al. (W.D. Tenn., 16-cv-2907): Tyler was served on January 9, 2017. Tyler's original co-defendants include Shelby County, Tennessee and various Shelby County officials. The alleged class action plaintiffs' complaint alleges that processing errors in the County's new criminal justice software system resulted in certain plaintiffs being denied timely processing through the jail, incorrectly issued arrest warrants, or other errors. Tyler was responsible for the court case management system component of the system, and was not responsible, for example, for the jail management solution. Since that time, and various case consolidations, the consolidated plaintiffs have filed multiple amended complaints, ultimately naming all of the other vendors whose software or services were involved in the County's criminal justice system upgrade. Tyler moved to dismiss the lawsuit, and that motion was granted in part, leaving only one claim pending against Tyler. Tyler is confident in its defense against that claim. In August 2021, the court preliminarily approved a settlement agreement among all parties. That agreement is expected to be finally approved in November. Tyler continues to deny liability.

Lawsuits involving other Tyler matters: Other lawsuits, involving other issues at the corporate level, lawsuits involving one of Tyler's predecessor-in-interest, or that represent some other type of filing are summarized below.

• In re NIC Inc. Stockholder Litigation (District Court of Johnson County, Kansas, Civil Court Department, 21CV01311): On July 12, 2021, plaintiffs filed this alleged consolidated class action petition. It is brought on behalf of the two named plaintiffs and all other similarly situated former shareholders of NIC Inc., a company that merged with and into Tyler effective April 21, 2021, after the NIC shareholders duly voted to approve the merger. The lawsuit alleges that NIC's former board of directors breached their fiduciary duties to the NIC shareholders in connection with the merger. NIC, now a wholly owned subsidiary of Tyler, is named as a defendant, along with each director, because plaintiffs contend NIC is a "necessary party" for the relief requested – namely, compensation to the plaintiffs. Tyler and NIC are confident that the claims are baseless.

Please list any third-party vendors you're partnering with and proposing as part of your response, as well as the products and versions proposed, and the scope areas/functionality they will be providing.

Tyler has not partnered with any third-party vendors. We do recommend using a vendor such as Cornerstone for the required Learning Management functionality.

18. Do you offer an on-premise solution?

No, Tyler has proposed a Cloud based solution.

Company Background 2.2

Information that Vendors should provide in this section are as follows:

 The company's background including a brief description (e.g., past history, present status, future plans, company size, etc.) and organization charts.

Tyler Technologies is the largest and most established provider of integrated software and technology services focused on the public sector. Tyler's end-to-end solutions empower local, state, and federal government entities to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler's solutions are transforming how clients gain actionable insights that solve problems in their communities. Tyler has more than 27,000 successful installations across more than 11,000 sites, with clients in all 50 states, Canada, the Caribbean, Australia, and other international locations.









Analyze

Understand

Engage

Our Products

With decades of exclusive public sector experience, Tyler is the market leader providing integrated software and services. Subject matter experts and in-depth products result in a sustainable client partnership that delivers the industry's most comprehensive solution. We provide the industry's broadest line of software products and offer clients a single source for all their information technology needs in several major areas: Appraisal & Tax, ERP, Civic Services, Land & Official Records, Courts & Justice, Public Safety, Data & Insights, and Schools.

We are known for long-standing client relationships, functional and feature-rich products, and the latest technology. In addition to software products, Tyler provides related professional services including installation, data conversion, consulting, training, customization, support, disaster recovery, and application and data hosting.

About Tyler Technologies

- Empowering government and schools to create safer, smarter and more vibrant communities
- Solutions include: Appraisal & Tax, Civic Services, Courts & Justice, Data & Insights, ERP, Land & Official Records, Public Safety and Schools
- Headquartered in Plano, Texas, with 28 office locations across the U.S. and Canada
- Tyler was incorporated in Delaware in November 1989
- Tyler is a publicly traded corporation on the NYSE (TYL)
- Founded in 1966
- Exclusively focused on local government since 1997
- More than 27,000 successful installations across 11,000 sites, with clients in all 50 states, Canada, the Caribbean, Australia and other international locations

- Client retention rate of 98%
- 6,600+ employees
- Annual revenues of \$1.08 billion (2019)
- Reinvestment of \$88M into Research & Development
- Scalable products with the smallest jurisdiction (Loving County, Texas, with a population of 82) to the largest (Los Angeles County, California, with a population of 10.1M)

Public Sector Focus

Tyler's business units have provided software and services to clients for more than 50 years and have long-standing reputations in the local government market for quality products and customer service. Tyler is the largest company in the United States focused solely on providing software solutions to the public sector. While many of our competitors compete in multiple vertical markets, Tyler is singularly focused on the public sector. It is 100 percent of our business.

Tyler recognizes that the public sector is generally stable and risk-averse, and craves community accessibility, security and transparency. That is why local government and school entities seek reliable and efficient software and services from Tyler – a vendor who is professional, reputable and dedicated and achieves results. Tyler has the experience to understand the unique requirements of the public sector, the necessary resources to invest in its products and the ability to deliver quality services.

Industry Leadership

Tyler strives to provide the best client services in the industry. Our products undergo testing by trained quality assurance and certified usability analysts, therefore our clients benefit from products that work logically based upon user experience and input. We also focus our implementation and support professionals on specific groups of applications so they can offer more specialized services.

Our commitment at Tyler is to ensure the highest level of client satisfaction through the efforts of Tyler's most valued resource: its people. We challenge our employees to pursue new initiatives aggressively and become industry leaders in their respective fields. Tyler employs 6,600+ individuals, many of whom are seasoned professionals with unique and proprietary skills and years of industry experience. In fact, our employee turnover rate is very low – in recent years, about half of the industry average.

Company Recognition

Tyler Technologies has earned the reputation as an industry leader based on our products and commitment to our clients. These factors, along with our financial strength and industry partnerships, have resulted in numerous accolades. "The recognition emphasizes Tyler's consistently strong growth, which is a direct result of our commitment to supporting our more than 21,000 clients and the development of best-in-class software and services to serve the needs of the public sector" said John S. Marr Jr., Chairman of the Board of Tyler Technologies.

Tyler has been named to the following prestigious lists alongside some of the most innovative and influential companies in the United States.

Innovative and Strong

 Dallas Business Journal ranked Tyler's Plano office #8 in its "North Texas Fastest-Growing Public Companies" list (2017)

- Forbes' "Most Innovative Growth Companies" list (2016, 2017)
- Forbes' "America's Best Small Companies" list (nine times)
- Barron's 400 Index ranking, a measure of the most promising companies in America (six times)
- Software Magazine's "Software 500" ranking of the world's largest software and service suppliers (seven times)
- Audit Integrity's "America's Most Trustworthy Companies" list (2007)

Employer of Choice

- Forbes' "Best Employers for Diversity" (2019)
- Forbes' "Best Employers for Women" list (2018)
- Forbes' "Best Midsize Employers" list (2018)
- Tyler's three Maine offices recognized as "Best Places to Work in Maine" (nine times since 2007)
- Dallas Morning News' "Best in DFW: Top Workplaces" recognized Tyler's Plano, Texas, office (five times)
- Dayton Daily News' "Top Workplaces in the Dayton Metro Area" recognized Tyler's Moraine, Ohio, office
- Tyler's Lubbock, Texas, office named to the "Best of Lubbock" list by the Lubbock Avalanche-Journal (2016 and 2017)
- Detroit Free Press named Tyler's Troy, Michigan, office a top workplace (2017)
- Phoenix Business Journal named Tyler's Tempe, Arizona, office on Best Places to Work list (2017)

Our Experience

Tyler Technologies' solutions offer the widest breadth of products in the industry, the latest technology available, and an integrated system that can operate in diverse offices throughout a jurisdiction. More importantly, Tyler's vision and skill in executing that vision is what ultimately leads to a successful implementation and long-term solution for our clients. Our experienced team consists of industry leaders that keep our team moving and making sure we can give you the tools to succeed.

2.3 Audited Financial Information

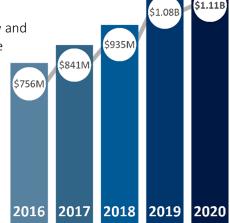
• Audited financial information for the past TWO (2) completed fiscal years that includes income statements, balance sheets, and statement of cash flows.

Privately held companies wishing to maintain confidential financial information must provide information detailing the company's long-term stability. Please provide a current Dunn & Bradstreet report (D&B) as part of the Vendor proposal response.

Financial Stability

Tyler consistently maintains a solid balance sheet and strong cash flow and low debt, experiencing consistent revenue growth with 33 consecutive quarters of profitability, and a total revenue for 2020 of \$1.11 billion. While experiencing significant growth opportunities from an increase in staff and expanding territories, we anticipate additional product offerings and new technology will accelerate this growth substantially in the future. We believe a low-debt balance sheet, substantial cash reserves, and a committed customer base put Tyler in a great position in our industry to weather any unexpected turbulence in the economy.

For additional revenue information please visit <u>www.tylertech.com</u>



2.4 Annual Report Booklet

Please reference Tyler's Annual Report Booklet provided with this proposal response.

2.5 Subcontractors

• If the Vendor is proposing to use subcontractors on this project, please provide a response to the Company Background Form for each subcontractor, Vendor relationship with that firm and the specific services and/or products that the subcontractor will be providing on the project. A complete list of subcontractors is required. West Chester Township has the right to approve all sub-contractors of the Vendor at any time.

Not applicable.

Section 3 Application Software

4.3 Application Software (Section 3)

The Vendor is required to provide a general description of the application program product and how it will meet requirements of this RFP.

The Vendor is required to provide a general description of the application program product and how it will meet requirements of this RFP. This section must address, at a minimum, the following items:

• Describe your overall proposed technology solution.

Tyler Software as a Service (SaaS) provides a subscription-based, cloud hosted solution. Tyler SaaS includes support, maintenance, and upgrades of Tyler applications, platforms, and infrastructure. All applications can be securely accessed anywhere, anytime hosted in state-of-the-art data centers managed by Tyler, not a third-party hosting provider. This provides clients a single point of contact – Tyler – for anything related to software and hosting support.

Clients receive clear and concise documentation, defining all aspects of the relationship including a Contract (Commitment to Partner), Statement of Work (defines Scope, Roles, and Responsibilities of both partners), and Service Level Agreement (Measurable Expectations of Availability).

• Describe the product direction for the company, including time frames.

Tyler Technologies is committed to providing the best software and services to the public sector. Dedicated research and core development groups ensure Tyler remains focused on the needs of existing customers while also envisioning and executing on what prospects will expect from products and services in the future. Tyler's Evergreen Philosophy continually provides returns on our clients' investment by refreshing the features and underlying technology in a planned and non- disruptive approach.

Tyler continuously reviews product roadmap items in a 12-18 month rolling approach. Product direction is influenced through proposals, local, state, and national user groups and conferences, customer enhancement requests, and competitive and market analysis. These resources provide necessary insight to ensure Tyler solutions meet the needs of the marketplace, and most importantly, Tyler customers today and into the future.

Tyler solutions are continually enhanced with functional & technical enhancements for clients. Below are some highlights of upcoming features:

ExecuTime Integration Expansion

Integration with Tyler's ExecuTime Time and Attendance solution continues to be enhanced with integration to Munis Employee Self Service and the ability to transmit setup and employee information. Investments also include advanced scheduling for public safety, and K-12 clients by adding features for tracking by day, multiple positions, and substitute teacher tracking.

Munis Accounts Payable

Recent enhancements include new and improved flexibility with Invoice Entry, providing users the ability to selectively choose the invoices to release and automating posting of approved invoices for prompt payment. Munis will accept electronic submission of invoices through Vendor Self Service or automated through industry standard cXML imports reducing errors from hand keying. Vendor Management will have mass

update features and workflow on vendor edits. Payment Manager will consolidate a series of payment processing applications and automates generation of key files such as EFT and Positive Pay files reducing processing steps.

Munis Accounts Receivable

Improvements to Accounts Receivable to General Ledger include reconciliation tools, making reports and processes faster, and introducing more customizable processing. Enhancement to integrations with other Tyler solutions include EnerGov and MobileEyes and introducing "Anywhere Cashiering" functionality in Munis for use with Tyler Cashiering.

Munis General Ledger

Continue enhancement to reporting and analytics through new customizable dashboards. Improvements to client experience include increased auditing capabilities, additional exports of data and alleviating reconciliation processes.

Munis Payroll

Continue expansion of effective dated position control functionality by adding time tracking by position in time entry and Employee Self Service. Reconciliation process enhancements include surfacing overtime calculations prior to payroll validation to enable the easier reconciliation of overtime.

Munis Performance Management

Extend functionality beyond traditional employee evaluation capabilities to enable goal management, mentorships and coaching, ongoing education and training, career development, and tying into employee engagement and recognition.

Munis Purchasing

Move the requisition system an item-centric model; allowing tracking of internal catalogs which help users quickly find the items they need with a user-friendly shopping experience. With flexible and intelligent workflow, Munis Purchasing will help organizations maximize their buying power while minimizing lengthy approval processes. Vendor Self Service will empower and inform your vendor community while promoting competition for your business with Munis Bid Management. Once items are on hand, Tyler's integrated inventory system will ensure that critical materials are always in stock, while automating efficiency in the warehouse.

Munis Recruiting

Continue improvements to make recruiting more intuitive and easier to use by centralizing applicant data and simplify new hire processes through a customizable GuideMe process. Create task-based dashboards with specific functionality for Recruiters, Hiring Managers and HR Representatives.

Munis Utility Billing

Deliver new functionality in the core areas of billing and revenue collection, improving service order processing via seamless integration with Tyler EAM, connecting deeper with third-party meter management systems and smart meters, and by continually improving the client experience.

Munis API Catalog

The new Munis API catalog creates a library of exposable Application Programming Interfaces (API) to allow programmatic access to Munis ERP modules. The API catalog includes API Toolkits and API Connectors. API Toolkits contain all exposed resources (or endpoints) available in a specific Tyler application module. API Connectors contain a subset or cross-section of API Toolkit resources with the purpose of facilitating a specific type of third-party integration. With each subsequent release, the API catalog will continue to expand.

Tyler 311

All aspects of Tyler 311 including back office, citizen portal, and citizen mobile applications have been redesigned and continues to add features that enhance the experience for citizens and the organization. Focused integration efforts with other Tyler products include Tyler Hub to provide additional analytic insights, Socrata Citizen Connect to help civic stakeholders stay informed of trends in a certain neighborhood and/or daily commute, and EnerGov PLM to enable seamless business processes that can originate with a citizen.

Tyler EAM

Continue investment in Asset Maintenance for the field worker and Asset Performance for the asset manager. Focus on spatial data improvements such as field surveyor geo-spatial asset collection tool and business rules engine with geo-spatial support. Work Project for Capital Improvement management will continue to see feature enhancement to provide city managers more tools for better insight and management capability. Expand Tyler Hub content to improve analytical insight into asset health, MRO inventory spend, employee metrics and overall work performance.

Tyler Employee Self-Service

A completely redeveloped Employee Self-Service web application will serve as the primary method employees interact with their Human Resources and Payroll staff. Features will include common requesting time off, entering time worked, as well as other tasks such as enrolling in benefit plans, changing contact information, viewing paychecks and tax related documents, and on-boarding as a new employee. Manager and Applicant Services will follow in subsequent releases.

Tyler Meeting Manager

Tyler Meeting Manager is an easy-to-use-and-share productivity tool for agendas, documents and minutes. It simplifies meeting organization and approvals for government officials making staff more efficient, documents immediately available and citizen communication timely. Powered by Tyler Content Manager, it will store documents for easy retrieval, future editing and multi-readings reuse, and includes features like file-type support, version control, full-text search, redactions, annotations and sticky notes.

Items marked as 'Future Functionality' are based on our current product direction. This information is not a commitment, promise or legal obligation to deliver any material, code, or functionality. The development, release, and timing of any features or functionality described for our products remains at our sole discretion. This functionality is generally made available to our clients as part of their ongoing maintenance agreements. If a client requires that such functionality be committed to within the contract, the functionality will be treated as a custom modification, payable by the client.

• Describe unique aspects of the Vendor's solution in the marketplace.

3.1 Munis Overview

Munis is an Enterprise Resource Planning (ERP) solution designed specifically for municipal governments, schools, special districts, and authorities. It integrates and centralizes financial, purchasing, capital asset, payroll, human resources, receivable, and revenue information, thereby facilitating data management. Munis enables and empowers users to become more efficient, productive, and responsive to specific business needs by breaking down departmental silos, streamlining processes, and integrating with multiple inherent and third-party solutions including data security, transparency, and Microsoft Office.

Available through a traditional site purchase or as a cloud-based solution operating through Tyler's data centers, Munis is a dynamic system that evolves with applicable features, technology, and expanded services that meet the unique needs and requirements of the public sector to ensure our clients are never left behind. In addition to the expansive scope of public sector-oriented features and functions, Munis provides superior usability through automated workflow, mobile access, and built-in productivity tools, including guided conversations. These tools provide users with unrivaled operational efficiency, seamless real-time processing, elimination of duplicate entry, easy-to-perform tasks, and the assurance their data is secure and up to date.

Our clients get industry leading technology that is enhanced continuously through a perpetual upgrade process we refer to as our evergreen philosophy. It is a steady stream of meaningful, yet manageable, changes deployed with minimal disruption to site operations, and it requires no re-licensing fees. In other words, our clients receive the newest technologies while maintaining the integrity of the Munis core business logic. This incremental introduction of new ideas results in a product that provides users with functional innovation as well as practical application of software that is in line with their needs.

Our commitment to the total client experience means that we invest heavily in a user-centric design process. We maximize end-user productivity continually by listening to our clients and assessing what is important to their business. We involve clients in usability testing conducted by analysts certified by Human Factors International, as well as release beta testing, to ensure that Munis works the way they do.

3.1.1 Productivity Tools

3.1.1.1 Command Centers and Central Programs

Munis provides multiple command centers and central programs that are tailored to key functional areas, such as human resources and general ledger. These tools are designed to provide one-click access to relevant data from multiple applications and screens. Central programs cater to users that require inquiry and operational access, while command centers provide additional access for administrative actions, such as code and table setup as well as direct access to various reporting tools and analytics.

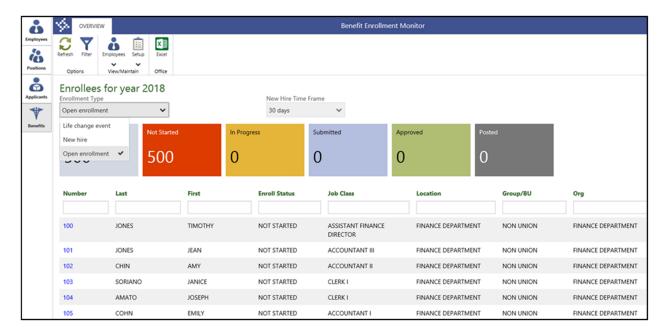


Figure 1. Example of Munis HR Command Center

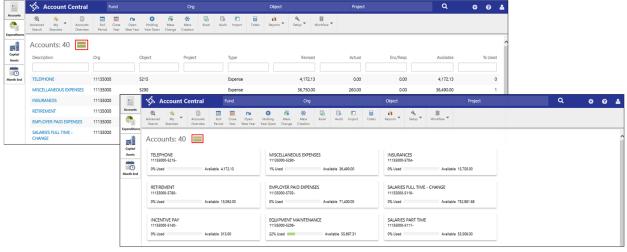


Figure 2. Example of Munis General Ledger Account Central Program

3.1.1.2 Guided Conversations

A guided conversation provides step-by-step guidance for completing a process within a Munis program. When a user selects a Guided Conversation option, the program presents a series of information dialog boxes, along with questions and defined responses. This conversational structure guides them through the steps of data entry—using the information provided, they select the responses that meet their needs for completing the task.

3.1.1.3 Workflow

Munis Workflow is a comprehensive system engineered to meet the specific needs of the public sector. It extends the functionality and productivity of the Munis system by automatically notifying the indicated end users when action is needed, rather than requiring them to look it up manually.

The workflow system includes an extensive approval engine, monitoring hundreds of processes throughout the system. Approvals, alerts, and notifications are generated to users dynamically based on the business rules created.

Flexible business rule creation allows for universal, sequential and parallel pre-approvals, and "one or all" rules. Catchall rules can be created to ensure that some approvals are generated even when no rules apply. Workflow for key processes, such as payroll processing, can be configured to prevent users from doing things out of order. Routing and approval criteria containing "and/or" logic for building complex rules include dollar amount ranges, GL segment, over budget conditions, and more. Workflow users can receive and act on notifications, approval requests, and alerts several ways including in the application, via automated emails, and through a My Work mobile app available on Android, iOS, and Windows.

To ensure the integrity of the workflow process, Munis provides comprehensive auditing as processes move through workflow and on changes to the workflow system itself. Administrators can analyze workflow performance with integrated management tools to assist with process reengineering.

3.1.1.4 Integration with Microsoft Office

Microsoft products are used every day, so Tyler designed applications to easily integrate with the Microsoft Office suite.

Data can be exported to Microsoft Word directly from many Tyler applications. Some applications even leverage Word's mail merge functionality allowing users to easily create and maintain form templates for near limitless presentation options of application data. Word Mail Merge exports also seamlessly integrate with Tyler Content Manager by storing electronic copies automatically.

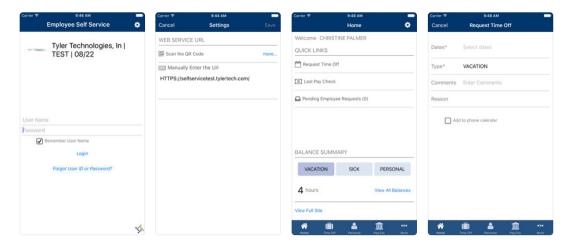
Microsoft Excel can be used with Tyler applications in a variety of ways. Many Tyler applications allow users to easily export application data directly to Microsoft Excel. Excel exports aren't just raw data dumps; data is formatted accordingly to its original data type – dates are dates, currency is currency – and many exports include a link back to the corresponding record in application. Microsoft Excel is also one of many formats supported for bulk data exports and imports, which can also be scheduled to occur automatically.

Many Tyler applications include support for popular calendaring systems including Microsoft Outlook and Exchange. Email notifications and alerts can be sent using most email servers, including Microsoft Exchange.

3.1.1.5 Mobile Access

Munis provides applications across multiple platforms, including mobile and touch, offering end-users with on-the-go access from virtually anywhere. Responsive web applications automatically orient screen layout for optimal user experience, whether accessed from a desktop monitor or smartphone. Native mobile apps leverage device resources such as GPS or camera, and integrated store-and-forward functionality allows using apps without a data connection and automatically syncs when back online. Many back-office browser applications are accessible from mobile devices as well, including some optimized for touch, providing near identical functionality regardless of the platform or device used.

Tyler continues to develop new apps to meet evolving needs. Current Munis mobile apps, available on iOS and Android devices, include **Munis Employee Self Service**, **Field Sheet** for Munis Utility Billing and Work Orders, and **Munis My Work** for workflow. Additionally, **Munis My Work** and **Munis Field Inspector** for permit inspections are available for iOS and Windows tablet devices. Workflow actions can be addressed directly from email on a mobile device as well.



Example of Munis Employee Self Service app for iOS

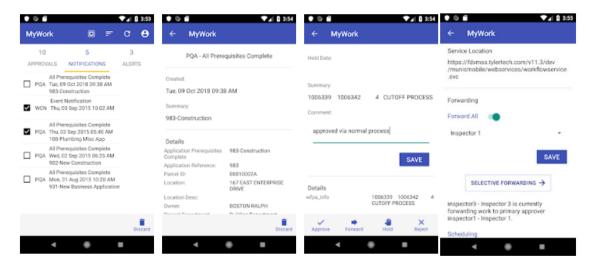


Figure 3. Example of Munis My Work app for Android

3.1.2 Tyler Hub

Tyler Hub is an over-arching and powerful platform that works to improve the efficiency and effectiveness of all Munis users. By connecting diverse data sources, Tyler Hub enables users to monitor key processes, quickly execute routine tasks, and eliminate time-consuming data searches.

Tyler Hub offers a view of preconfigured cards designed to present to each user standard sets of data for various job functions and tasks. Users can select from the sets of cards, or content packs, for accounts payable, asset management, payroll, utility billing, human resources, purchasing, inventory, and more. The cards can be used as they are pre-configured, or users have the option to adjust the data as needed and specify how it is presented to them.

A Hub page can be created to focus on a specific process or configured to reach across Munis solutions to combine cards from multiple modules. It can combine data analytics, reporting, and tasks, and users can modify and add pages to their platform stack as their job responsibilities evolve.

Finally, Tyler Hub provides robust real-time data analytics and active links, giving users a clear advantage over other software solutions and dashboards. Instead of taking the time to open multiple programs to find data,

Tyler Hub centralizes the data needed and makes it instantly accessible. For more detail as it pertains to a specific task, users simply click on the information in a card to access transactional details, locate a site on a map, approve or reject a transaction, or any other variety of other pertinent actions. By having everything visible and accessible, Tyler Hub allows users more time to analyze data rather than search for it—thereby freeing them up to focus on more value-added tasks and projects.

3.1.3 Content Management

Tyler Content Manager includes all the critical components of an enterprise content management suite — back file scanning, indexing and redaction, optical character recognition, web interface, micrographics conversion, disaster recovery, and highly secure off-site document storage. It works with third-party applications, using *batch print capture* to print multiple documents directly into Tyler Content Manager.

Additionally, the Application Connector provides seamless integration between applications and Tyler Content Manager. This improves accuracy and offers quick access to related documents without leaving an application, and it saves valuable time navigating through multiple applications to find vital, related files.

Tyler Content Manager supports multiple file types ranging across multiple departments in distributed locations, including scanned images (TIFF, PDF, etc.), photos (JPEG), office documents (Microsoft® Word, Excel®, PowerPoint®, etc.), drawings (DWF, DWG, etc.), or any other file requiring storage and management.

3.1.4 Analytics and Reporting

Public sector entities need multiple ways to get information from their enterprise solutions. To meet the growing and dynamic needs of our clients, Munis provides users with the information they need, in the formats they want and require, instantly.

Users can run reports of their current dataset from Tyler applications to a variety of output formats (print, PDF, Word, Excel). To assist with this, Munis provides an integrated "query wizard" to guide users through the selection process to create complex queries. These queries can be saved for future use and shared with fellow users to quickly and easily access pre-defined searches at moment's notice. Taking it to the next level, reports can be scheduled and delivered with the integrated Application Scheduler. Additionally, to meet the unique and specific needs and requirements of our clients, Tyler employs a dedicated Munis state reporting team responsible for ensuring compliance with state and federal reporting mandates is maintained.

To help improve data management, analysis, information and delivery, Munis Analytics and Reporting provides a robust toolbox. Tyler Hub and Central applications provide immediate, out-of-the-box views of key information that can be configured by user based on role and preference, and Microsoft Office integration provides seamless data exports to familiar Office formats for further analysis. For further flexibility and customization, Tyler provides support for industry-leading business intelligence and ad hoc reporting tools. Munis database cubes, using Microsoft Excel PivotTable and PivotChart reports and built on Microsoft SQL Server Analysis Services, allow users to make better business decisions by easily viewing comparisons, patterns, and trends with KPIs. Combining the power of these tools with SQL Server Reporting Services, users can create and manage complex, interactive reports and deliver them in a range of formats.

Socrata Executive Insights, included as part of the Munis Analytics and Reporting package, gives leadership a strategic analysis into multiple functional areas by aggregating back-end data into forecasts, trend identification and reports using government-specific metrics from a plug-and-play library. It allows creation of notifications and collaboration from shared real-time data to rapid-deploy actionable solutions. Preconfigured for Munis data, it provides advanced statistical forecasting, performance analysis and budget monitoring with

the strategic insight needed to proactively analyze revenues, expenses, cashflows, and human capital trends, identify emergent issues, and collaborate with peers.

3.1.5 Tyler ReadyForms

Tyler ReadyForms provides a library of pre-built, easy-to-use templates giving users the ability to build sets of configurable forms using an intuitive web application allowing them to take control of forms from creation to printing. With robust built-in integrations with Munis, users can print directly to ReadyForms from the application and can choose whether to print, email, archive to Tyler Content Manager, or download the documents.

Every form has been carefully designed with simplicity and consistency at the forefront. The forms share a common look and feel, one that is sophisticated, colorful, and modern. Once install ReadyForms is installed, users can immediately start setting up forms choosing from the wide array of form templates offered, including (but not limited to):

- Payroll checks
- Purchase orders
- Invoices
- Utility bills
- Receipts
- Permits

Using the ReadyForms web application, form changes such as updating a logo or a signature, can be made instantaneously with the click of a button. Tailored data display options to form type provide a fine-tuned method of customizing content that is included on the form. Without leaving the web application, users can preview their forms using sample data, giving them the opportunity to fine-tune changes made to the template.

3.1.6 API Toolkits and Connectors

- Munis offers a full and comprehensive integration experience. Even so, Tyler recognizes that some clients might require API (Application Programming Interface). We appreciate that this can add value by enabling users to create their own integrations to share data between Tyler and non-Tyler applications, and therefore offer a full range of API Toolkits and Connectors.
- API Toolkits contain all exposed resources (or endpoints) available in a specific Tyler application module such as Munis General Ledger, Munis Accounts Receivable, or Tyler EAM. API Connectors contain a subset or cross-section of API Toolkit resources with the purpose of facilitating a specific type of third-party integration, such as cashiering, IVR, or application tracking systems.
- The API Developer Portal is a powerful RESTful API gateway that makes accessing Tyler application
 data and processes through Toolkits and Connectors easy and intuitive. The portal conforms to
 OpenAPI 3.0 and is secured with OAuth 2.0 through Tyler Identity. API resources produce properly
 formatted commands, allowing users to easily exercise them against data.

3.2 Munis Financial Overview

Munis general ledger and budgeting applications are the core of our Munis ERP solution, designed to streamline the management of critical financial processes organization wide. A web-based multi-fund accounting system, Munis provides the tools to easily comply with regulatory requirements and highly structured accounting and budgeting processes, while integrating fully with the human capital management, procurement, revenue, and citizen services processes and software. Finance employees have access to detailed fund and budget information in a seamless, real-time, and intuitive manner, increasing transparency across state and local government.

Benefits of Munis Fund Accounting and Budgeting

| Benefits of Munis Fund | Accounting and Budge | rting | |
|---|---|--|---|
| State & Local | Finance | Finance Employees | Citizens |
| Government & Schools | Administrators Increases | Reduces redundant data entry & creates a | Improves understanding of |
| Reduces overall | organization-wide | "single version of the | state & local |
| financial costs through a strategic | visibility into budget compliance & | truth" Improves productivity, | government mission and goals |
| management of resources | financial status Provides real-time | efficiency & | Increases satisfaction |
| Increases organization flexibility to address | insight into business | responsiveness to citizens | in state & local government programs & services |
| business & legislative | processes for strategic decision making | Decreases process time & enhances | Provides transparency |
| changes | Reduces planning and | workflow for day-to- | into state & local |
| Ensures accountability, | budgeting cycle times | day tasks | government operations & |
| transparency, & compliance with local, | Optimizes cash flow through performance | | processes |
| state, & federal | measurement, analysis & forecasting | | |

3.2.1 Munis General Ledger

requirements

boundaries

Enables collaboration across organization

Munis General Ledger is a true multi-fund budgeting and accounting system designed to meet all GAAFR and GAAP standards. Munis General Ledger maintains account balances for both balance sheet and subsidiary ledgers and offers a flexible chart of account structure (45 alpha numeric code with 10 segments available) to fit your specific reporting needs. Role-based permissions and workflow can be configured by chart of account segments and accounts allowing processes to be decentralized to improve productivity without sacrificing security. It offers a comprehensive journal processing system that automates journal reversal, retrieves unlimited years of journal history, and adds as much descriptive text to each journal entry as needed.

The true beauty of the module is its tight integration with all other modules Munis offers. It provides quick, online access to account information, including the ability to "drill down and around" to transaction detail

such as purchase orders, invoices, payroll data, and cash receipts. Quick data access and efficient reporting improves responsiveness and decision making. If corrections are necessary, accountants can easily go to the source (i.e. payroll check, AP invoice, purchase order) to enter what the account or amount should have been, and the system will correct the journal entry without additional manual journal entries. If third-party systems are used, the system is very flexible and allows users to build their own formats for import or export of journals.

Reporting is a critical piece of the General Ledger. Munis GL includes the following reporting features and tools:

- Dozens of ready-to-use reports which allow the user to sort and summarize by their chart of account segments with hyperlinks which allow the user to drill down to the data
- Customizable report templates with user definable columns and saved find and sort options
- A built-in scheduler tool to automate the processing and distribution of standard reports allowing users to schedule reports to be generated as they wish on a daily, weekly, or monthly basis
- Flexible reporting for multi-year funds and grants, as well as staggered fiscal years
- Excel data cubes allow the average user to start in Excel and create ad-hoc reports to retrieve and analyze any segment level across multiple years
- Optional, customizable report generation through Tyler Reporting Services allows your IT staff, or a Munis TRS representative, to build the report to the exact specifications required by the end user

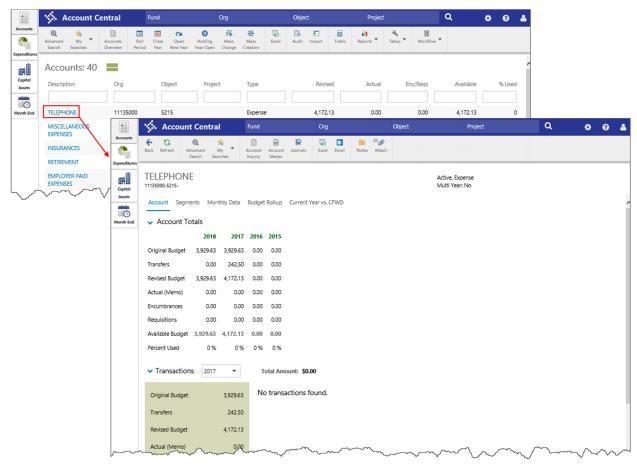


Figure 4. Example of GL Account Central

3.2.2 Munis Budgeting

The Munis Budgeting module provides industry-leading tools designed to help you plan, manage, and monitor your budget-related activities throughout the year and forecast future years, so your community operates from a strong foundation. Simplified financial planning and budgeting tools in Munis provide you with everything necessary to keep tabs on today's budget while planning for tomorrow. When users enter requisitions, purchase orders, or AP invoices the system displays the available budget for that account, group of accounts or department total based on user setup. Workflow rules can be configured to handle overbudget requests. Budget transfer and amendment requests can be decentralized because they are intuitive and user friendly – instead of selecting "debit" or "credit" the user is choosing "decrease" or "increase".

For Budget development, budget directors can generate, compare, and analyze an unlimited number of projections or "what if" scenarios. Munis Budgeting allows departments to budget both annually and monthly. Budget rollup codes can be utilized if departments require grouping individual accounts together for either performing available budget checks, or for allocating accounts against a total budget amount during the appropriations process. Salary and benefit planning can be done through direct integration with the Munis Payroll/HR module reducing the need for complex Excel spreadsheets to be created outside of the system. The integration provides accurate forecasting for all employee-related costs including step raises, vacancies, and benefits. Direct integration into the Munis Capital Assets can auto-create records for assets due to be replaced.

Budgeting for projects can be done in the Munis Project Accounting module and pushed to the GL budget via another direct integration. Specific benefits include:

- Budget amounts can be entered at the account or detail level which roll up to the account level and details can be moved forward from year to year
- Robust budget import feature to upload desired budget amounts into a projection
- Workflow allows projections to be shared between departments, reviewed, and then merged into a single final budget
- Ability to project budgets up to 10 years in the future using user-defined inflation rates
- Unlimited text per line or detail can be entered for justification and printed on reports
- Budget process has five levels so original department "wish list" amounts can be compared to final approved numbers
- Biannual budgets can be implemented

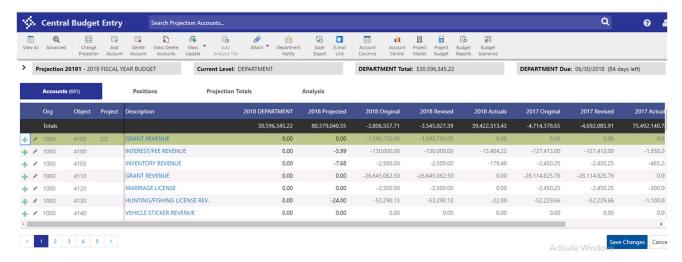


Figure 5. Munis Central Budget Entry

3.2.3 Munis Performance Based Budgeting (Optional)

Munis Performance Based Budgeting allows one to manage results, accountability, key performance indicators and alignment with citizen-driven goals. It supports strategic and comprehensive planning, establishing program objectives, measuring results against those objectives, matching resources to action plans such as Budgeting and reporting results. Full integration with Munis General Ledger balances and payroll hourly rates updates the costs and time spent on specific activities. Munis Performance Based Budgeting provides the means for linking dollars to results and improves public visibility into operations, demonstrating the value of improving overall efficiency. Other benefits include:

- Ability to measure project success by comparing project costs with output
- Option to view statistical data by month or year to measure incremental progress, budget status, and efficiency
- Allows direct import of third-party statistical data
- Integration with the Munis Project Ledger to access project balances

3.2.4 Munis Project and Grant Accounting

Munis Project and Grant Accounting tracks multi-year budgets, expenditures, and revenues for user-defined projects such as capital improvements and special programs. It provides the option to manage projects as part of the general ledger or in a separate project ledger with additional segments to track the project phase, tasks, and subtasks. Grants can be tracked from application through conversion to a project. With full integration any detailed purchasing, payables, payroll or cash receipts, transactions can be posted to projects as well as to general ledger accounts. Munis Project and Grant Accounting also provides:

- Control of revenue allocation by defining the rules and priorities of sources that will fund each project
- Real-time tracking of funding received for grants
- Project cubes for a multi-dimensional look at data sets
- Milestone tracking with familiar Gantt charts
- Automatic creation of a project from a grant
- Workflow to streamline approvals and notifications, monitor efficiency, and provide audit history
- Grant Manager tool to show available budget, funding received, yearly, quarterly, and monthly expenditures, along with drill down capabilities to individual transactions

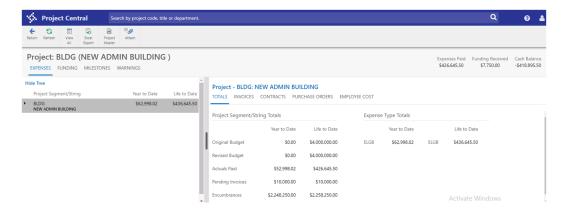


Figure 6. Project Central provides a 360-degree view of your project expenses.

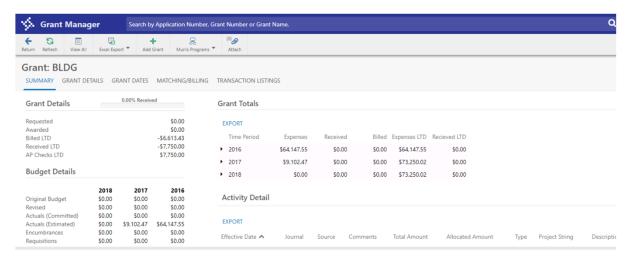


Figure 7. Grant Manager allows you to track all grant-related information in one place

3.2.5 Munis Capital Assets

Munis Capital Assets manages record-keeping of all capital assets such as land, buildings, machinery and equipment, construction in progress, and infrastructure. Asset information can automatically flow from purchasing. Simplify record maintenance and reporting by tying an unlimited number of individual assets to master assets, and track items transferred, missing, not in use, or due for maintenance or replacement. Munis Capital Assets also calculates depreciation by selective methods such as straight line, composite rate, 6-month convention and reports on the depreciation schedule. For a complete 360-degree process, Munis Capital Assets provides a complete set of financial statements that fully reflects your organization's investments. Integration with other Munis programs provides additional benefits:

- Direct posting of Capital Assets to the general ledger facilitates data export to the ACFR Statement Builder to create GASB reports
- With Payroll integration, Munis Capital Assets not only records true capitalized assets but also property signed out to individual employees
- With Purchasing, data flows seamlessly from Purchase Orders into Capital Assets
- Direct integration to and from the Work Order system allows you to see maintenance history on a fixed asset
- Records true capitalized assets and who has what fixed asset via integration with Munis Payroll

3.2.6 Munis Cash Management

Munis Cash Management automates all treasurer office functions from bank reconciliation to interest allocation and cash flow utilization. Other benefits include:

- Automatic processing of AP and payroll checks utilizing files from the bank as they clear simplifies reconciliation of cash accounts (book balance) with corresponding bank accounts (bank balance)
- Allocates interest to cash accounts based on average daily balance by month or quarter
- Provides easy access to cash flow and project cash flow fluctuations
- Projected cash flow records can be used for actual vs. budget analysis
- Use forecast feature to anticipate cash flow for any date range
- Standard reports include: Cash Fund Position, Daily Treasurer's Total, Cash Flow (Summary and Detail), Investment, and Debt Service

3.2.7 Tyler ACFR Statement Builder

The Tyler ACFR Statement Builder simplifies development of the financial statements presented in the Annual Comprehensive Financial Report (ACFR). This easy-to-use tool allows you to upload your financial data, prepare adjusting entries, equity classifications, and generate statements and schedules. The Governmental Accounting Standards Board (GASB) defines the reporting model which is embedded in the ACFR statement builder. When GASB requirements change, the ACFR statement builder is updated, so you can rest assured that your statements will comply. The ACFR Statement Builder increases efficiency, minimizes errors, and simplifies reporting. Features include:

- Intuitive user-interface to get you quickly into building your statements
- Customized account coding, templates and reconciliation notes carry forward year after year
- Statement drill downs provide a complete audit trail
- Microsoft Excel reporting engine increases flexibility
- Optional cloud-based data hosting service available to reduce hardware investments and IT maintenance burden

3.3 Munis Procurement

Munis Procurement provides you with an enhanced, fully integrated electronic purchasing system for managing the processes associated with requesting, reviewing, contracting, and purchasing from vendors. From requisition to purchase, Munis streamlines the entire procurement lifecycle.

Munis Procurement increases efficiencies by streamlining the purchasing process, resulting in shorter processing times. The easy flow of information and the ability to customize processes ensure that all your purchasing requirements and needs are met, while improving the purchasing power of your organization.

Munis provides the tools to efficiently and effectively comply with regulatory requirements or highly structured procurement processes, while integrating fully with your budget and general ledger. Purchasing employees have access to detailed supply chain information in a seamless, real-time and intuitive manner. Proven strategic sourcing techniques such as spend analysis, competitive sourcing and contract negotiation mean your organization gets the right value for its purchases and can provide full accountability for its purchasing decisions.

Easily communicate with vendors using Munis eProcurement, which integrates with vendor websites providing you the ability to shop online without leaving Munis. Plus, Munis Vendor Self Service empowers your vendors by providing a place to view bids, submit required forms, review invoices and check information.

Munis delivers the right tools, functionality, and access to data to help you make the best purchasing decisions for your organization.

Benefits of Munis Procurement

| State & Local | Procurement | Procurement | Employees - |
|---|--|---|--|
| Government & | Administrators | Employees | Requestors |
| Schools | Increases | Eliminates | Provides easy access |
| Reduces financial costs— paper, administrative, warehouse, supply & third-party | organization-wide visibility into procurement expenditures, minimizing risk | unnecessary paperwork & reduces data entry time & errors Decreases "req to | to products or services when needed Improves understanding and ability to conform to |
| Allows organizations to utilize budgets more effectively | Provides real-time insight into business processes for strategic decision-making | check" process time & Procurement Administrative Lead Time (PALT), reducing | internal business rules, policies & contracts |
| Ensures accountability, auditability, & compliance with local, state & federal requirements | Simplifies the management of & eliminates redundant supplier relationships | time & costs Improves customer service by ensuring the right product is procured at the right time at the best value | Increases access to answers regarding product availability & reimbursement |
| Increases the public's confidence in state and local government | communication with employees & vendors | | |

3.3.1 Munis Purchasing

Munis Purchasing includes requisitions and purchase orders to automate and decentralize the procurement processes across your organization. Departments can enter their own requests, and site-specific business rules route the request for approval. Real-time general ledger budget checks ensure availability of funds. Munis Procurement enables a direct conversion of an approved requisition to a purchase order. Using Tyler Content Manager, the purchase order can be automatically imaged and archived, allowing for optional e-mail delivery. Additionally, the PO image can be accessed by the vendor at any time through the e-Procurement module. The purchasing process ensures employee compliance with business rules and eliminates purchasing fraud and abuse. Other benefits include:

- Customizable requisition screens provide only essential information, enabling other non-finance staff to enter requisitions with ease
- Requisitions can be created directly from a vendor's online shopping cart using the e-Procurement solution
- Workflow rules based on dollar amount, commodity code and/or chart of account segments route requisitions for approval and then to a buyer to be sourced

- Preset procurement rules are referenced to determine whether phone quotes or formal bids required — the latter can be auto-created from the requisition
- Supports blanket purchase orders
- Approved requisitions can be converted to a purchase order or contract
- Auto printing or email distribution of PO with Tyler Forms
- An image of the purchase order is auto archived to Tyler Content Manager
- Changes can be submitted via a PO change order, and then routed through workflow for approvals
- Updates to general ledger are automatic
- Interface with e-Procurement, P-Cards and Tyler Content Manager offers significant savings by streamlining approval process, reducing paperwork, storage and costs
- Purchasing is integrated with Munis Inventory, Tyler EAM, Payroll, Capital Assets, General Ledger, e-Procurements, Contract Management, and Budgeting

3.3.2 Munis Accounts Payable

Munis Accounts Payable manages and maintains all aspects of vendor invoices, payments, delivery performance, and history. It provides a comprehensive view of all activity related to a vendor through Munis Vendor Central. Additionally, Munis Accounts Payable offers the ability to extend select vendor information for online vendor access using e-Procurement, including vendor check images, invoices, and bid information.

Accounts Payable also incorporates a web-based card management program that imports transaction details incurred on purchasing cards (P-Cards). It can split individual transactions to multiple accounting codes and create accounts payable invoices. Purchase card administrators can monitor card transactions in real time, and create and analyze custom reports to improve spend tracking and anticipate problems with a transaction before they occur. Other benefits include:

- Flexibility to liquidate purchase orders in full or in part, and view detailed information online
- Decentralized workflow saves central AP employee time by allowing individual departments to enter invoices
- Automated 3-way PO matching function expedites processing in distributed arrangements
- Flexible scheduling of invoices for payment helps maximizes cash flow
- Customizable invoice imports
- P-Card reconciliation processing such as coding and attachment of receipts, tracks against actual vendor for complete year-end transactional reporting
- Integrated workflow allows users to route and approve invoices online without logging into Munis
- Configurable checking printing
- Provides positive pay processing security
- Utilize Tyler Content Manager to upload, organize and easily retrieve document images for improved efficiency
- Assets to the General Ledger facilitates data export to ACFR to create GASB reports

3.3.3 Munis Bid Management (Optional)

Munis Bid Management provides structure and framework to effectively manage the bid process and to analyze and compare vendor responses to bids. Create an unlimited number of bids for items routinely purchased and route to specific departments or individuals for review. Track an unlimited number of vendor responses and enforce response deadlines. Vendors can mail their bids to the requested site or submit their bid information electronically using Munis e-Procurement which facilitates sealed bid processing. From the responses, Munis determines the best vendor based on each site's unique criteria. Once a bid is awarded it is

converted to a purchase order or can be turned into a vendor contract. Munis Bid Management also allows you to:

- Track an unlimited number of addenda to bids
- Fully supports NIGP and custom commodity code formats
- Decentralize requests, allowing departments to enter requested quantities
- Supports addenda tracking and vendor notifications
- Post questions to vendors and score the responses to assess a weighted vendor ranking
- Easily generate reports by departments, vendor response and ranking, budget versus award amounts, and more

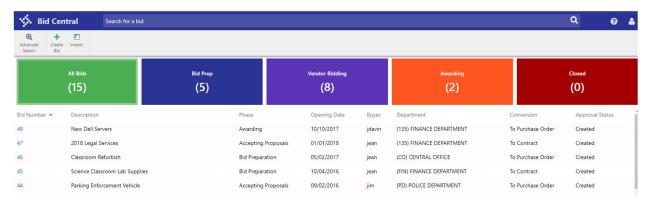


Figure 8. Bid Central provides a 360-degree view of all your organization's bids

3.3.4 Munis Contract Management (Optional)

Munis Contract Management supports the entire lifecycle of a contract from inception to expiration. Create and approve contracts, including multi-year contracts, for purchases—and encumber the appropriate funds in advance. Allocate contracts by account or account segment and define milestones and key dates that trigger optional Munis Dashboard alerts to notify appropriate staff. Track and withhold contract sliding scale retainage based off percentage complete. Also provides ability to track other activity such as pending payments, open purchase orders and requisitions and contract change orders. Contract Management is fully integrated with General Ledger, Purchasing and Accounts Payable. Other benefits include:

- Defining contractors by size, performance, minority or women ownership, or other criteria
- Monitor contract contingency funds separate from available monies
- Documenting vendor performance including past due deliveries, fill percentage and returns
- Maintain insurance information and policies
- Sliding scale retainage tracking
- Tracking multiple subcontractors for a given contract, including direct payments to subcontractors if required
- Add contract progress payments
- Routing contract change orders for approval through Workflow
- Maintaining history of contact changes with complete audit trail
- Interface with optional Tyler Content Manager for document management and attachments

3.3.5 Munis eProcurement

Munis eProcurement provides a secure location for vendors to search for, or submit a bid, check a current or past PO status; access an invoice, check or bid details; or create and update their vendor profile. Munis eProcurement provides vendors access to the key information and business records they need. Information is reflected in real-time because it is extracted directly from the Munis database.

Additionally, eProcurement provides Punch-Out capabilities to vendor hosted websites. It allows users to initiate a requisition in Munis, then Punch-Out to vendor-hosted websites for online shopping. Once shopping is complete the virtual shopping cart of items is instantly transferred to Munis and automatically populates a Munis requisition which then flows through the existing Workflow process. Munis eProcurement can reduce off-contract spending, gain advantageous pricing, and condense requisition to PO cycles while electronically managing the entire lifecycle of a purchase. E-procurement also includes e-invoicing which enables automated submission of invoices as a result of punch-out purchase reducing data entry errors and improving invoice to payment timelines.

For vendors that cannot support Punch-Out catalogs, you use hosted catalogs in Munis. In this way, you can view, import and purchase a vendor's items via the Munis Items program.

The eProcurement process translates to both soft and hard-cost savings for your organization:

- Web-based process save staff time to prepare and distribute bid information
- Meets green initiatives save paper and shipping materials
- Vendor response reduce staff time responding to questions and requests for information
- Vendor 24/7 access view and submit bid information online
- Vendor Punch-Out catalogues establish an unlimited number

3.3.6 Munis Inventory (Optional)

Munis Inventory tracks inventory such as office supplies and public works equipment across an organization and in multiple locations, eliminating unnecessary purchases and wasteful spending. When used with Munis Purchasing one can choose the item cost method, select by average (over all lots received), or FIFO (first in, first out) or buy items in bulk and issue them to departmental users as needed. Munis Inventory automates all inventory accounting including on-hand balances, month-to-date (MTD) and year-to-date (YTD) values. Other benefits include:

- Auto notifications indicate when inventory levels are low in multiple locations, and prompts reordering
- Schedules pick tickets and routes to maximize delivery efficiency
- Integrates with hand-held devices (BMI or Quatred) to conveniently scan products and track inventory movement in real-time (Hand-held devices, purchased separately)
- Integrates with Work Orders, Purchasing and Human Resources (to track asset assignment by employee)
- Users can request inventory items through decentralized requisition process
- Freeze inventory to manage cycle counting
- ABC Inventory control-focus on managing physical counts for the highest value, high volume items

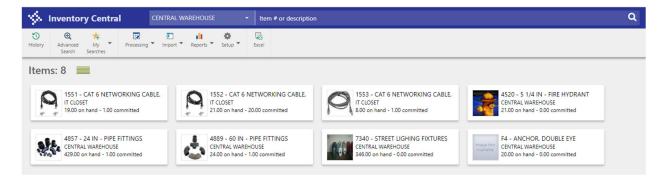
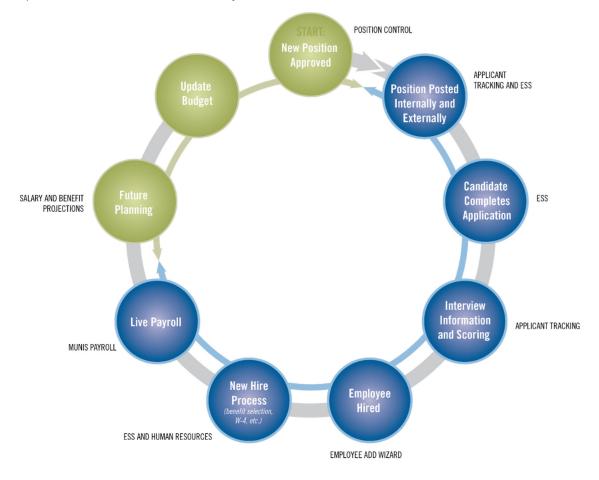


Figure 9. Munis Inventory Central

3.4 Munis Human Capital Management

By integrating all the tools and processes associated with people and performance in a strategic and organized manner, Munis Human Capital Management provides a complete view of your organization. When you employ a "hire to retire" strategy that integrates all the information, tools and processes associated with people and performance, you align your employees' goals with the goals of your organization to meet specific, measurable and realistic objectives.



Benefits of Munis Human Capital Management

| Local Government | Human Resources | Managers | Employees | | | | | |
|--|--|--|--|--|--|--|--|--|
| & Schools | Strategic rather than | Better-informed | Online enrollment in | | | | | |
| Reduce costs & do more with existing resources | administrative role Mange workforce from a single source | decision making Actively plan for business change | benefits & instant access to pay and paid time off history | | | | | |
| Achieve organizational goals & objectives | Lower HR costs & deliver better services | Find & retain the right talent | Greater control over personal information and career paths | | | | | |
| Enhance workforce performance & increase agency adaptability | Address workforce demands | Reduce paperwork & overhead costs | Instant answers to HR questions | | | | | |

3.4.1 Munis Recruiting

Munis Recruiting streamlines the entire application review and hiring process. Users can create custom job application forms to post online with unlimited customized conditions for each position. Candidates and recruiters can easily manage attachments such as resumes, references, certifications, writing samples and which are immediately and securely accessible by the HR department. Reports can be generated for the top scoring candidates to compare skills and qualifications. Interview results, certifications, skills, training, education and work history references can all be tracked to identify the best candidate. Our Hiring Central and Applicant Central programs make management and analysis of applicants easy from a single screen. Once a candidate is chosen to be hired onboarding tasks can be managed and applicant data automatically populates the Human Resources Management and Payroll module, so no rekeying of information is required. Simply use the Employee Add Wizard and draw from all the data stored in Recruiting. Other benefits include:

- Applicants are able to self-schedule interviews, pre-employment tests, pre-employment orientation, and training through ESS
- Easily score applicants using an intuitive interface and tie scoring results to automatic applicant status changes
- Ability to post job openings on website, sort by job type or location, and limit access to internal applicants only, if so desired.
- Allows candidates to create one online profile for streamlining the application process for multiple positions
- Workflow helps manage all requests for new job openings as they travel through the approval process
- Employee Tasks program allows for customized employee onboarding tasks to be established and managed

3.4.2 Munis Human Resources and Talent Management

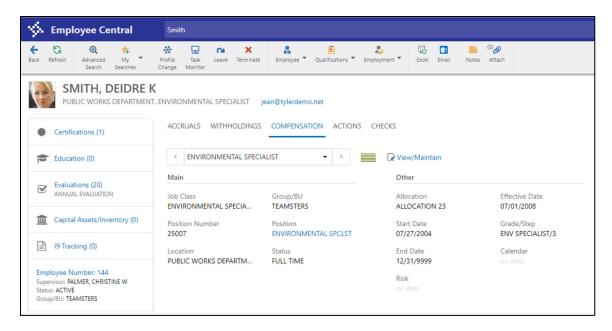
Munis Human Resources and Talent Management centralizes all employment data for an organization -- from an organized hierarchy of jobs with position controls, pay and benefits scales to a confidential repository for employee information such as education, wages, promotions, benefit elections and performance evaluations. It provides all the tools needed by an HR department. Munis Human Resources and Talent Management solutions integrate enterprise employee data, from hire to retire. This means your compensation, retention, training and development plans work together to promote your goals.

Munis HR helps streamline workflow and processes. Confidential employee information is centralized and accessible only to those with designated access. Munis Workflow allows you to set up business rules for personnel actions including inquiries, leave, termination, civil service, attendance, reinstatement, and so forth. Full integration with Munis Recruiting, Payroll and Budget eliminates duplicate data entry. Integration with ESS provides employees enterprise wide the ability to easily access info, initiate requests, collect benefit information and more.

Our Talent Management solutions provide staff and management with tools that enhance succession planning and career development processes. Supervisors can better track staff certifications and skills and evaluate employee performance to align employee goals with strategic organization goals. They can analyze their talent to decide who best to target for leadership positions. Employees can utilize career planning tools to help structure their career track and robust training program can be development to enrich and strengthen personnel.

Other advantages include:

- Advanced position and budget control:
 - Forecast future salary and benefit costs, including step and contract increases, and simulate changes to positions during a specified time period
 - Identify valid and authorized positions, both filled and vacant
 - Restrict the addition of new employees to a valid and authorized position
 - Provide a history of employees who have held a certain position, for turnover and analysis
 - Identify and allow updates to budget and FTE allocations
 - Provide current year budget/actual/projected figures, by position
 - Automatically create job postings in Applicant Tracking module from position control information
- Integration with Employee Self Service allows employees to use their password protected account to access updated sick and vacation accruals
- Track an employee's full employment history including certifications, training, promotions and raises
- Integrates Tyler Content Manager for document management of all HR related documents (i.e. resume, grievance letters, certifications)
- Supports a paperless online benefits enrollment process using Employee Self Service
- Supports a paperless onboarding process using the On-Boarding Codes program and Personnel Actions. You can create different On-Boarding Code Steps, Subject Text, and Body Header. Emails can be sent to employees, to a group of new employees or they can be sent based on the On-Boarding Code chosen when hiring a new employee in the Personnel Actions program.



Munis Employee Central

3.4.3 Munis Payroll

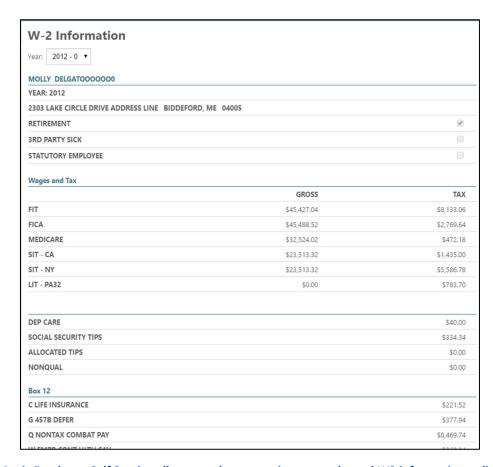
Munis Payroll allows you to implement paperless payroll processes, streamline timesheet entry and ensure all local, state and federal requirements are met. With Tyler Content Manager integration, Munis Payroll provides an image-based history of all payroll documentation, allowing staff and employees to access old paystubs, W-2 forms, benefit elections and more. Standard payroll functions include, but are not limited to, reconciliation of employee insurance reports to monthly premium statements; manual or automatic check reconciliation; support of electronic timesheet entry; and verification and tracking of employee performance data, earning and withholding information, training and more. Munis Payroll also integrates fully with Munis Employee Self Service, providing W-2, tax, benefit and accrual information to employees when they sign into your Employee Self Service Website. Changes made by the employee, such as accrual requests and benefit selections, are transmitted directly to the payroll system for approval and will then reflect in employee pay. Other benefits include:

- Generates retro pay for scenarios such as extended contract negotiations or delayed promotion or salary increase decisions
- Enables direct deposits and positive pay validation
- Supports mass pay changes, "pay bands", step increases, and retro-pay calculations
- Supports a wide range of calculation and accrual types
- Supports daily time and attendance entry, including entry from Employee Self Service, once approved the information is automatically moved into Payroll without re-keying information
- Integrates with Munis General Ledger for increased efficiency and time savings
- Integrates with Munis Budgeting for salary and benefits projections
- Integrates with General Billing for extra duty pay and COBRA/insurance billing
- Integrates with Munis Accounts Payable for vendor payments
- Integrates with any third-party time-tracking systems for streamlined payroll processing
- Integrates with Employee Expense reimbursement

• Integrates with GoDocs, Tyler Forms and Tyler Content Manager for seamless document management, output options (i.e., emailing direct deposit advices) and data storage



Munis HR Command Center

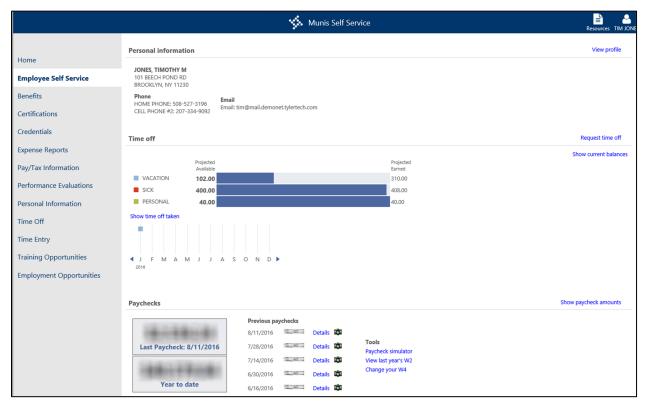


Munis Employee Self Service allows employees to view paystubs and W2 information online.

3.4.4 Munis Employee Self Service

Munis Employee Self Service improves employee access to key information and services and reduces staff time spent responding to routine requests. Employees are able to update personal information, request leave, or check compensation quickly, confidentially, and securely over the Web from any computer, and at any time that's convenient for them. Employees log in using a unique username to view and update information. Accuracy is assured because Employee Self Service extracts information from the Munis database and is reflected in real-time. Employee Self Service reduces Human Resources workload by allowing employees to:

- Use the calendar interface to request vacation time, enter sick time and view up-to-date accruals
- Log work hours against projects and activities
- Use the Net Pay Simulator to see how deductions, withholdings and pay rates would affect paychecks
- Receive HR messages and benefits updates
- Register for training classes (Separate log in available for non-employee registration, as well)
- Review their performance evaluations
- See overview of compensation and benefits, W-2, W-4, direct deposit changes
- Sign up for benefits during open enrollment
- Access paperless images of W-2 forms, payroll stubs and other employment documentation stored by Tyler Content Manager



Munis Employee Self Service employee view welcome screen

3.4.5 Munis Employee Expense Reimbursement

Munis Employee Expense Reimbursement is an easy-to-use application that fully integrates with Munis General Ledger, Payroll and Accounts Payable for complete electronic expense report filing—thereby increasing office efficiency, saving employees' time, and reducing paper trails. Once expense types are defined, Munis Employee Expense Reimbursement offers many time saving system defaults such as: quick expense report creation, system-generated travel requests, invoice reimbursement numbers and general ledger account codes. For ease of use, your office can create an unlimited number of expense claim form templates; determine whether employees submit reports before or after expenses are incurred; and decide whether to reimburse through payroll or by cutting an AP check. When submitting expense reports, employees simply log into the application—anytime and from anywhere over the Internet—and enter his or her employee number. The system automatically populates the expense report fields with data pulled from Munis Payroll, and the employee simply fills out the remaining required fields and submits. The claim is automatically entered into the workflow process, where it can be preset to direct expense reports to different approvers based on user-defined account codes, amount and department codes. Other benefits include:

- Minimizes time-consuming documentation process
- Eliminates messy paper receipt storage
- Reduces service issues by letting employees file reports and check on pending or past requests using Employee Self Service
- Allows management to quickly review expenses by type, employee, time frame or other category using a range of reporting options
- Integration with GSA per diem rates

3.5 Munis Citizen Services & Revenue

From community development and clerks' offices to utilities and tax billing and collections departments, Tyler's Citizen Services and Revenue solutions help you deliver all the critical citizen services that the public wants. This dynamic suite of applications helps to streamline a broad range of revenue and development services, such as issuing permits and licenses, tax collection, general billing, parking tickets, and animal licenses. Tyler's outward facing applications empower citizens to help themselves – to report potholes, to request municipal email and text alerts, process payments online and much more.

Benefits of Munis Citizen Services & Revenue

| Local Governments | Employees | Citizens | | | | | |
|--|---|--|--|--|--|--|--|
| Enables a paperless organization | Reduces time spent on repetitive inquiries or | Improves understanding of state and local | | | | | |
| Streamlines processes | requests | government mission and goals | | | | | |
| Accelerates revenue collection | Increases insight into data for better decision making | Provides transparency into how government | | | | | |
| Increases citizen payment compliance and revenue collection amount | Enhances the ability to process payments from multiple channels Improves productivity, efficiency and responsiveness to citizens | uses generated revenue Increases citizen satisfaction of state and local government services | | | | | |

3.5.1 Munis Accounts Receivable

Munis Accounts Receivable provides two major functions: collection of miscellaneous cash, and collection and management of billed receivables. Processing over the counter or mailed payments for non-billed items such as licenses, permits, and registrations is easy using Munis AR, with customizable receipt printing if necessary. You can set charge codes to facilitate data entry and provide detailed or summary analysis (daily, weekly, monthly) by type, and pre-set General Ledger revenue accounts to these codes so data entry personnel do not need to enter account numbers—creating efficiencies and saving your organization critical time and resources. Notable highlights include:

- Single Customer Identification Number (CID) provides a complete view of all outstanding balances across revenues and departments, simplifying the collections process
- Cross department utilization improves efficiency and reduces training burden
- Supports validation, check endorsement, OCR scanning and receipt printing
- Utilize workflow approval processes to better regulate payment, reversal and refund processes
- Supports various hardware devices; see Tyler's recommended hardware listing

3.5.2 Munis General Billing

Munis General Billing creates invoices and bills for miscellaneous charges, such as facility rentals, hangar fees, tuition, vandalism and false alarm billing. It eliminates handwritten bills and manual calculations, totals invoice lines and provides accurate payment information. General Billing works with Munis Payment Entry (Accounts Receivable), Work Orders, General Ledger, Payroll, and Permit & Code Enforcement, and provides accurate and up-to-the-minute accountability.

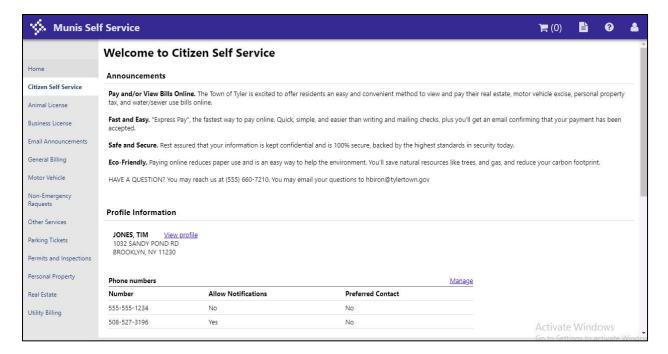
Other benefits include:

- Can aggregate services provided such as multiple days billed monthly
- Supports automatic interdepartmental billing
- Manages escalating fees associated with multiple incidents
- Allows scheduled invoicing of recurring charges or services
- Provides loan tracking and amortization for HUD housing
- Integrates with Grant Management for reimbursement requests
- Integrates with Payroll for extra duty pay and COBRA billing
- Integrates with Work Orders for billing repairs and other services

3.5.3 Munis Citizen Self Service (Optional)

Munis Citizen Self Service provides secure online access to account information anytime and from anywhere. Citizens can inquire and pay outstanding balances for Munis generated bills, including animal licenses, business licenses, general/miscellaneous bills, permits and code fees, taxes and utility bills. Citizen Self Service also allows the users to submit information, such as business license applications or renewals and requests for service. Accuracy is assured because information is accessed from the Munis database in real-time. When used in conjunction with Tyler Content Manager, citizens are able to view actual images of past invoices and statements. Other benefits include:

- A secure log in for access to real-time account information for a full range of bills and services
- Ability to pay invoices online as individual bills or combined using the shopping cart feature
- Opportunity to request services such as filling potholes, and Utility Billing Service Requests
- Efficient 24/7 self-service without leaving home or the office
- Reduction of customer service workload



Citizen Central provides 24/7 citizen access to all account information

3.5.4 Tyler Cashiering

Tyler Cashiering streamlines cash management by creating a single point of entry for data from multiple applications. Cashiering features a versatile, easy-to-navigate interface developed in the Microsoft® .NET platform. This scalable application has a familiar Microsoft Windows® look and feel and was designed with user experience in mind. Tyler Cashiering allows for a wide range of customization based on payment type—and it integrates with local resources such as OCR and handheld bar code scanners, printers, validators and MICR devices, making it an essential addition to any agency's collection process. Other benefits include:

- On-screen running batch and transaction totals displays
- Unlimited, user-defined tender types.
- Various user permission and controls over POS actions such as voids, cash drawer opening, and more.
- Robust reporting on batch totals, user activity, and overall collection totals/trends
- Compliant with PCI/PA-DSS security standards
- Full Check-21 compliance which allows for creation of an electronic cash letter containing images of checks to be submitted to a bank in lieu of a traditional deposit with paper checks
- Standard interface to other Tyler products and may be configured to connect to third party modules as well
- Support for EMV chip credit card processing

3.6 ExecuTime

3.6.1 Time and Attendance

ExecuTime Time & Attendance provides small and large organizations with incredible cost savings and increased efficiency. In most local government entities, payroll processing, time tracking and benefits accrual tracking places an unnecessary strain on staff efficiency and limited budgets. ExecuTime fixes those issues and keeps them fixed while providing the highest ROI on the market. How do we do that?

- Effortlessly handle complex time tracking rules and pay codes
- Seamless, automated integration and synchronization with your IT environment and payroll software
- Powerful and user-friendly web-based interface for supervisors and staff
- Solid integration with numerous time collecting interfaces (web browsers, time clocks, phone text messaging, IVR, proximity readers, biometrics, and more)
- Dedicated technical and training support

3.6.2 Simplify Complex Time, Attendance, and Benefit Tracking

By incorporating complex time tracking procedures that usually exist within public safety, public works, and education, ExecuTime makes it easy for managers and staff of every department to enter and track time types, manage time-off requests and apply job costing all while handling multiple pay periods and FLSA guidelines.

3.6.3 Reduce Costly Errors

ExecuTime Time & Attendance drastically reduces errors and oversights by eliminating several of the manual tasks associated with collecting time and entering data into the payroll system.

Electronic capture of employee time offers a more accurate account of actual time worked and automates the process of collecting, calculating, and entering employee hours each pay period. You generate precise timesheets for both hourly and salaried personnel and have access to historical data through audit trails and reports to ensure secure and effective management.

3.6.4 Time Efficiency and Cost Effectiveness

ExecuTime Time & Attendance automates the most labor-intensive tasks associated with timekeeping and gives that time back to your staff. Payroll clerks that spend days sorting through timecards will now complete the same duties in a fraction of the time. Many public-sector organizations have already discovered that ExecuTime offers the most rapid ROI along with the most critical product features.

3.6.5 Supported Solutions

ExecuTime offers budget friendly systems that fit seamlessly into your current infrastructure and will grow with you for years to come. Our project management team will guide you through an implementation plan catered toward your personnel environment, conduct training and support your internal rollout. And you will have added assurance knowing an experienced and responsive technical team is only a phone call or email away.

- Automated Attendance Calculation
- Improves accuracy
- Improves timeliness of information

- Configurable overtime policies
- Configurable clock-in/out policies
- Manual time-editing ability
- Accounts for shift differentials and 24x7 operations
- Complete audit log and reporting on changes, additions and edits to employee time

3.6.6 Key Features

- Electronic clock in/out
- Time tracking and exception reporting
- Work order, project and job number tracking
- Employee benefit time request and management
- Time-off scheduling calendar
- Electronic timesheet approvals
- Absolute lowest cost of ownership and free software for upgrades
- Integration with payroll software on any platform

3.6.7 Flexible Reporting Features

- By day, week, month or year
- Real-time employee status
- Daily attendance inquiry
- Multiple file export options

3.6.8 Intuitive Interface

- ExecuTime web-based interface
- "Who Is Here" inquiry screen
- Benefit hours inquiry and management
- Integrates with Interactive Voice Response (IVR) technology
- Supports a range of collection devices: electronic time clocks, biometric, web browser, text messaging and more
- Full integration with your payroll application

3.6.9 And More...

- Multiple pay-period support
- Graphical calendar for time-off scheduling
- User-specific security levels
- Time-zone sensitive time and date stamp records all transactions for auditing purposes
- Eliminates antiquated time clock hardware and hand-written time sheets

3.6.10The ExecuTime Difference

- Integration with any payroll/HR app on any platform
- Unlimited supervisors
- Unlimited workstations and PCs
- Unlimited technical support
- Configurable notifications and alerts
- Absolute lowest cost of ownership

• Browser, tablet and smart phone supported

3.6.11Advanced Scheduling

ExecuTime Advanced Scheduling automates, simplifies and streamlines your staff scheduling process while minimizing labor costs and overtime expenses. The Advanced Scheduling solution makes sure you have the right people working the right job at the right time through a fully integrated, easy-to-use solution that easily scales to suit the needs of small, medium and large organizations.

3.6.12 Reduce Labor Costs

Labor costs are a big part of your organization's budget. And those costs escalate through human error, manual processes and requests, and scheduling conflicts. ExecuTime scheduling allows you to cut labor costs while drastically reducing human error and manual processes. Even better, ExecuTime can be configured to easily handle the complex scheduling in public safety, public works and parks and recreation. With ExecuTime, you'll effectively manage complex costs while incorporating union agreements, overtime and premium pay into your workforce management strategy.

3.6.13 Increase Workforce Productivity

You're being told to do more with fewer resources. In these challenging economic times, decreasing budgets and increasing expectations go hand-in-hand. ExecuTime Advanced Scheduling allows your staff and supervisors to securely access customized and insightful data to eliminate unnecessary confusion and scheduling errors while enhancing employee accountability. Self-service tools allow your staff to request schedule changes and shift swaps, leave requests, bid for days off and vacation requests, and more. It's centralized, 24x7x365, real-time scheduling and management across departments, teams and locations.

3.6.14Seamless Integrations

The ExecuTime Advanced Scheduling solution integrates seamlessly with third-party applications (HR, payroll, CAD and more) and eliminates manually running scripts, passing files back and forth, and the wasteful production of paperwork. Of course, you can also integrate the scheduling solution with the ExecuTime Time & Attendance solution to create a powerful, automated and fully integrated workforce management solution.

3.6.15 Easy to Use and Implement

If you can use a web browser, then you can learn to use ExecuTime Advanced Scheduling in a snap. This solution is entirely web-based and requires no software to install or maintain on workstations. The user interface is extremely intuitive and user-friendly to make adoption easy even for users with little or no experience with computers.

3.6.16Key Features

- Unlimited schedules/shifts
- View and print daily roster reports
- Schedule grid and calendar view
- Post open positions for sign-up or bidding
- Time exchange feature for shift swaps and shift trades
- Automated time-off request and approval process
- Overtime eligibility management
- Track certifications and work limits

- Cloud-based and on-premises options
- Holiday and events calendar
- Reporting and auditing
- Employee self-service

3.7 Socrata Open Finance (Optional)

Socrata Open Finance provides unparalleled data access and analysis tools to help public sector entities implement principles of transparency, participation, and collaboration. Local governments are increasingly expected to provide high value information to help citizens understand how their tax dollars are being used and engage the public in the civic process. Financial transparency is a key component in a government's efforts to establish and maintain trust with their constituency. Governments critically need a cost-effective, publicly consumable way to understand share all aspects of their finances. Open Finance solves this through a proactive approach to government transparency. It can inform the public of how and where tax dollars are being spent in an easily consumed, engaging, and insightful way that encourages greater citizen involvement. Additionally, Open Finance will significantly reduce the backlog of Freedom of Information Act requests which burden public sector agencies across the country.

3.7.1 Beyond Transparency

Tyler has responded to these challenges by offering Open Finance, a suite of government focused applications that allow agencies to effectively and powerfully communicate how tax dollars are being collected and spent. Open Finance organizes your Tyler ERP financial data into a highly consumable, interactive, contextualized visual interface to meet the public's need to understand government finances. Accessible Data Citizens and policy makers alike, can access the Open Finance portal directly from a school district or municipal website on their desktops, tablets, or smart phones. As a cloud-based service, Open Finance does not require an additional hardware investment or on-site technical support. With seamless integration with Tyler's ERP applications it yields the highest ROI on a government's open data initiatives while eliminating the barriers to data and the technical problems encountered with other data analysis products.

3.7.2 Effective Communication Tools

Open Finance searches across all financial data and to provide intuitive results with familiar Google-like search capabilities. The highly engaging visual interface is easy to navigate, and the graphics are organized by category, department, function, and vendor which provides insightful information for internal stakeholders and makes it hugely popular with citizens. It has been designed to automatically answer the most commonly asked questions and is compliant with public record laws in 50 states. Open Finance ensures simplicity in deployment of data which allows clients ease in communicating information both internally and to the public. It proactively identifies issues, fraud, and trends by updating datasets frequently utilizing current data. Easily review total spending to date and understand how funds are appropriated by department, which vendors receive payments, or research spending for health care and benefits. Interactive charts and graphs allow for easy analysis and understanding.

3.7.3 A Suite of Focused Applications

Open Finance is your single source to give constituents transparency as well as to educate, inform, and engage the public and local government employees around financial data. Our three ready-to-deploy applications include: Budget: A ready-to-deploy application that publishes the details of your operating revenues and operating expenses onto your branded website. Clients can keep the experience entirely up to date by showing their budget vs. actuals throughout the year and replacing static reports. Citizens will learn about the priorities of their government and how it impacts them and their neighborhoods on mobile phones, desktops, or tablets. Expenditures: Expenditures is a tool that publishes the transaction level details of a government's expenditures. This tool allows the public and internal stakeholders to easily understand complex financial information, including checkbook-level details of spending. Clients can keep the experience entirely up to date by automatically publishing new data to the platform. Constituents will be able to learn about the spending and contracting of their cities and find specific, detailed answers to a wide variety of questions. Expenditures provides a consistent experience to navigate, analyze, and download the underlying data and provides easy navigation and understanding of the financial data that is accessible to a layperson and valuable for internal staff.

Payroll: Receive instant answers to common questions, including total size of the payroll, top employees, top departments, median pay, and more. It has a summary page that encompasses all the employees in a department or job title as well as at the individual level.

Open Finance is available in three bundles

- Open Finance: Includes operating budgets, expenditure, and payroll
- Open Capital Projects Explorer: Includes capital budgets and projects
- Open Data: Includes additional datasets from other systems

3.7.4 Tyler Open Finance a Win-Win

Tyler's team will work with you to translate your complex chart of account structure into constituent-friendly visualizations that are easily to navigate and understand. Open Finance serves you and your citizens by putting information at your fingertips while reducing your IT and data retrieval burdens. Tyler's Open Finance — a solution that can have an immediate impact.

3.7.5 Additional Features:

- Easy public access via any device: mobile, tablet, or PC
- Dynamic Google-like search functionality
- Automatic updates to public records and reporting
- Able to fully customize portal's branding and content
- Actionable data insights that are up to date for public understanding and internal analysis
- Easy access to historical data for benchmarking and procurement
- Transparency that educates, informs, and engages the public
- Social sharing and the ability to embed views into third-party websites
- Interactive reports
- 508 compliant
- Increased productivity due to internal process improvement
- User-friendly interface provides insight for all levels of users (advanced, less technical, and in between)

- Cloud-based service requires no additional hardware, IT support, or training, and is quick with low cost deployment
- Describe components of the solution that are industry standards versus being proprietary to the Vendor.

Tyler uses industry standard platforms, both commercial and open-source technologies within our solutions. With the applications specifically proposed, open-source technologies used are Corretto/OpenJDK with Tyler Content Manager and ExecuTime. Apache Tomcat web server hosts Tyler Content Manager, and RedHat WildFly hosts ExecuTime. Elastic Search is used for Tyler Hub's central search engine. Nearly all other Tyler applications use industry standard tools based on the Microsoft stack of technologies: utilizing Windows Server, SQL Server, Active Directory, Internet Information Services, SQL Server Reporting Services, and SQL Server Analysis Services. Identity management is provided by Okta.

3.8 Third Party Products

For all Third-party products:

- List all third-party products proposed,
- Reason that this product is a third-party product versus being part of the software Vendor's solution
- Extent to which this third-party product is integrated with the Vendor's solution.

No third-party products are proposed.

Section 4 Technical and Vendor Hosted / Cloud Information

4.4 Technical and Vendor Hosted / Cloud Information (Section 4, along with form in section 6.6)

The Vendor must complete the Technical and Vendor Hosting / Cloud Form in Form in the RFP FORMS attachment of this RFP and include it in this section of the response. The information will be used in the evaluation process. Vendors should identify where conflicts may exist between their solution and current technologies being used in West Chester Township as described in section 2.4. As West Chester Township is exploring vendor-hosted / cloud solutions, vendors should clearly define if their software product is a private or public vendor-hosted / cloud solution in the sections below.

4.1 Technical and Vendor Hosting / Cloud Form

| Indicate Tier certification for design and operation of the hosting locations mentioned above. Indicate if a private link (MPLS or EVPL) can be set up to the hosting locations mentioned above. |
|--|
| Tyler maintains two primary datacenters for hosted customers. One is owned by Tyler, located in Yarmouth, ME, and operates in alignment with Tier III guidelines. The other is a colocation facility, DataBank, a certified Tier III datacenter located in Dallas, TX. Primary data centers are replicated to Amazon Web Services data centers for disaster recovery, which operate in alignment with Tier III+ guidelines. All hosted applications are accessed over public internet connections. |
| How do you track monthly usage for subscription-based services? |
| Please reference the SLA. Pricing structure based on concurrent user counts and storage. Does the system interface support a browser interface with or without the help of additional components? |
| Components: |
| Tyler applications are built and tested on the latest HTML5 standards and should be compatible with any modern browser. Tyler has validated the following browsers: Google Chrome: Recommended with all Tyler solutions except select EnerGov applications. |
| Microsoft Edge: Supported with all Tyler solutions except select EnerGov applications. |
| Apple Safari: Supported with all Tyler solutions. |
| , |
| |

22. Please describe the minimum commitment term (in years) for a vendor-hosted option and note the term assumed for determining the proposed costs.

Tyler's minimum SaaS contract term is 3 years.

23. Please list the connectivity options and carriers available at your hosting facility.

Tyler utilizes multiple internet service providers (ISPs) and are configured so that bandwidth is drawn from different hub locations. Multiple ISPs and multiple hub sources mitigate the risk of a data center Internet outage. Tyler hosting services include a dedicated Network Operations Center (NOC) for 24x7 monitoring of system utilization and network activity.

24. Estimate the bandwidth that your solution will require based upon users, application environment, and any other factors.

Bandwidth usage can vary depending on application user type and their daily functions. Tyler recommends 30 Kbps per concurrent user session for bandwidth utilization estimates. Tyler highly recommends sites request a bandwidth utilization report for at least 1 month of recent usage from their ISP to ensure they have sufficient bandwidth available to meet these requirements for SaaS Hosting.

Tyler Applications are web-based, it is important to have a solid network with no dropped packets. Rendering speed of the application is also dependent on the PC resources, so having a relatively new machine (within the last 4 years) is also helpful with performance. Finally, executing smart queries inside the applications helps with performance. For example, utilizing no search term filters and pulling back 25 years of history, will be slower than executing a more limited search. Taking advantage of record level restrictions within the application security roles, users can be restricted to smaller sized data sets focused specifically on their work, reducing large query performance hits.

System Performance

25. How much notification will you give the Township in advance of any scheduled downtime?

All changes to the hosted infrastructure flow through our change management procedure and require planning and approval. Patching of the infrastructure follows Tyler's patch policy. All application upgrades and patches are initiated by the client.

Tyler SaaS scheduled maintenance is performed 3:00-6:00AM Eastern Time on Fridays and Saturdays, though typically averages three hours per month for infrastructure and platform patching. Notifications are sent to clients up to two weeks in advance for maintenance that may have potential effect on client accessibility or performance. On rare occasions, emergency maintenance may need to be performed at which point clients are notified as soon as possible. Refer to the Tyler SaaS SLA for more information.

What is your process for notifying the customer and fixing bugs once they have been identified? 26. Clients can report software issues and, for Tyler SaaS clients, hosting issues to Tyler's Support department by creating a support ticket documenting the defect through Tyler's support web portal, email, or phone. Some Tyler applications also include an embedded Support Wizard to create tickets directly from the Tyler application. After a software issue is logged, clients can track its progress through the web-based Tyler Client Portal - a support tool used to track support issues, software defects, and email subscriptions. Tyler's Release Administration program allows System Administrators to view all issues – opened and closed - and enhancements included in any available or upcoming release. Critical and high priority issues are corrected in 30-60 days; medium and low priority issues are corrected in the next release or as time permits for lowest priority issues. As software defects are resolved, they are made available for download to clients through Tyler's release update software. These corrections are included as part of client's annual support maintenance at no additional cost. Please provide the total number of clients and corresponding number of end-users of hosted 27. solutions currently supported by your proposed solution. Total Munis SaaS clients: 1100+ Total Tyler SaaS clients: 8800+ Total Tyler end-users: 213,000+ What system/application availability and response time will your proposed system meet? 28. What are the Township's responsibilities to ensure this level of performance? With the proper server environment configuration, there are no performance limitations of Tyler applications. While these times would be expected in a standard deployment, due to the number of variables that may affect system response times, Tyler does not make guarantees on application performance or response times. There are a variety of factors that can affect the response time of the system. For example, since the Tyler Applications are web based, it is important to have a solid network with no dropped packets. Rendering speed of the application is also dependent on the PC resources, so having a relatively new machine (within the last 4 years) is also helpful with performance. Finally, executing smart queries inside the applications helps with performance. For example, utilizing no search term filters and pulling back 25 years of history, will be slower than executing a more limited search. Taking advantage of record security within the application allows users to be restricted to smaller sized data sets focused on their work and reduce large query performance hits. Describe the identification and authorization capabilities of your proposed solution for users. 29. Authentication

Tyler solutions include zero-trust identity management built on technology from Okta, the industry leader in identity management. Support for industry standard identity providers (IdP's) such as Microsoft Azure AD and Google Cloud Identity provides clients with seamless, single sign-on to Tyler back-office solutions. This also enables clients to use their own login and password policies, including the use of multifactor authentication for enhanced identity verification. Administrators can use the Okta user store to create and manage accounts that do not exist in their IdP or those who do not have an existing enterprise IdP at all.

Tyler solutions intended for users external to an organization, such as vendors and residents, provide self-service account creation and management through email or usage of social providers, such as Google, Apple, Microsoft, and Facebook.

Authorization

Tyler applications employ a comprehensive Role Based Access Control (RBAC) security model to facilitate the management of application and data access through groups of permissions - roles - and assigning those roles to application users. This allows administrators to maintain access for multiple users who may share common responsibilities simultaneously rather than on an individual, user basis.

Roles can be created and customized to offer an extremely flexible level of access control within each application suite. This includes product, module, and menu item access (e.g. what programs can users access), functional access (e.g. what processes can users perform), and finally, record and field level access (e.g. what data can users access and how can they access it). Role permissions can also span multiple modules within a solution providing easy administration for those individuals who may "wear multiple hats". If overlapping or conflicting permissions are applied to a user, the highest priority / least restrictive access is granted to that user.

After user accounts are added to the system, roles can be added and removed from users at any time to add and remove access to the system. All of this is performed using easy-to-use, integrated applications, requiring very little technical expertise.

As many applications are limited to, security can be centrally administered by a single person or department such as the client IT department. A feature included in many Tyler applications and employed by most clients, is the ability to decentralize security by application module to subject matter experts. This enables those most familiar with data, parameters, and processes of a given module to ensure appropriate application security is adhered to.

30. Provide list of compatible directory services and identity access management solutions. Describe how your system interoperates with Active Directory.

Tyler solutions include zero-trust identity management built on technology from Okta, the industry leader in identity management. Support for industry standard identity providers (IdP's) such as Microsoft Azure AD and Google Cloud Identity provides clients with seamless, single sign-on to Tyler back-office solutions. This also enables clients to use their own login and password policies, including the use of multifactor authentication for enhanced identity verification. Administrators can use the

Okta user store to create and manage accounts that do not exist in their IdP or those who do not have an existing enterprise IdP at all.

Tyler solutions intended for users external to an organization, such as vendors and residents, provide self-service account creation and management through email or usage of social providers, such as Google, Apple, Microsoft, and Facebook.

Microsoft Active Directory (AD) is one of several supported identity providers for back-office application authentication. Munis and Tyler EAM also include the following advanced integration Microsoft AD.

Application Account and Role Synchronization

Back-office application user accounts and security roles can be synchronized with AD accounts and security groups for automated account management. The following processes can be scheduled or run on-demand.

- Create application accounts. New application accounts can be created when a new Active Directory account is added or added to a specific AD security group. This includes common account attributes such as name, employee number, phone number, email address, supervisor, and department code.
- Update application account access. Application roles can be added to or removed from the application account based on AD security group mappings defined by the client.
- Disable application accounts. Application accounts can be disabled when disabled in Active Directory or removed from specific AD security groups.
- Update account attributes. When user account attributes are changed in Active Directory, the respective attributes for the corresponding application account are updated. Attributes include name, employee number, phone number, email address, supervisor, and department code.

Integration is based on standard LDAP configuration to selectively apply rules based on Active Directory / LDAP attributes such as organizational unit, department, or security groups.

Employee Synchronization

Munis Employee Master manages employee master records and includes the following integration with Active Directory. The following processes can be scheduled or run on-demand.

- Create Active Directory account based on employee personnel action (e.g. new hire).
- Disable Active Directory account based on employee personnel action (e.g. termination).
- Update employee attributes for accounts that exist in AD and Employee Master. Attributes can be selectively pulled from AD to Employee Master or pushed from Employee Master to AD. Attributes include first name, middle name, last name, department, email address, home phone, work phone, supervisor, and address.

Integration is based on standard LDAP configuration to selectively apply rules based on Active Directory and Munis attributes such as organizational unit, department, location, organization, and/or job class.

31. Confirm ability to back up the data to an external third party on-premise or cloud-based storage environments, and costs associated to exporting the data.

Full server snapshots are performed daily after normal business hours and data is replicated between data centers using an enterprise backup solution. Clients can also create on-demand application database backups at any time through the Tyler SaaS Cloud Admin Portal. Clients can request data restored from backups as defined through application-specific retention policies.

32. Provide list of compatible third-party backup/recovery solutions

N/A; Tyler manages all backups as part of SaaS agreement.

33. Indicate cybersecurity solutions that are in place to prevent, detect, contain and recover from security threats such as malware injection, side channel attacks, exploitation of API vulnerabilities, or distributed denial of service (DDoS) attacks.

Tyler SaaS Monitoring

Tyler hosting services include a dedicated Network Operations Center (NOC) for 24x7 monitoring of system utilization and network activity. Tyler employs a variety of industry-standard solutions for monitoring and intrusion detection and prevention. Solar Winds Network Performance Monitor and Database Performance Analyzer, and VMware vCenter Operations Management Suite monitor system, database, and infrastructure utilization. Firewalls include Intrusion Protection System (IPS) modules to detect and prevent intrusions. A variety of routine scans are performed regularly including vulnerability scans, external penetration tests, and static and dynamic security scanning. Tyler also leverages a third-party service for DDoS detection and mitigation.

Tyler Detect: Managed Threat Detection Service for the Public Sector

With Tyler Detect, your network is under surveillance 24/7, and a dedicated cybersecurity analyst is hunting for threats every day. Incidents are identified and confirmed – and you receive remediation recommendations within minutes of an attack.

Sixty-three percent of organizations experienced at least one cyber-attack in the past 12 months1 — and getting these attacks under control continues to plague the public sector. Tyler Detect offers all the features you need to overcome the challenges and confidently defend your network.

Advanced Threat Detection

Only 14 percent of government organizations consider themselves to be well protected against threats2. Cybercriminals can evade traditional defenses, compromising an infrastructure within minutes or hours. That's why advanced threat detection cannot happen by algorithm alone. Enter Tyler Detect, a subscription service that:

- Combines human expertise with the latest threat intelligence and advanced data analytics
- Quickly and accurately detects threats across your entire environment, including end points
- Discovers malware, zero-day exploits, ransomware, compliance violations, errant administrative activity, and more

Real-Time Confirmation of an Incident

The average time to detect a data breach is 191 days and the average time to contain the data breach is 66 days4. The faster the data breach can be identified and contained, the lower the costs. The Tyler Detect Security Operations Center (SOC):

- Monitors security events in real time, 24/7
- Confirms an incident has occurred within minutes
- Provides access to forensic-quality data

Expert Support

Seventy-five percent of government respondents said their organizations lacked dedicated information security personnel3. Precious time is wasted because many malware alerts investigated are false positives. Your Tyler Detect analyst is an extension of your team that:

- Brings security expertise to your team so you can focus on your core disciplines
- Reports how an incident happened, the extent of the damage, and how to correct it
- Provides support and guidance 24/7

Regulatory Compliance & Reporting

Analyzing audit logs is an integral part of complying with many IT security compliance standards, but the process is extremely time consuming. This can be tough for security teams struggling with staffing shortages and overwhelmed by ever-expanding threats. Tyler Detect:

- Provides daily reports, including alerts and remediation recommendations, that are posted, archived, and searchable via a secure online portal
- Summarizes findings in a monthly report that auditors love
- Keeps you in compliance with a variety of standards and regulatory requirements

| Confirm (Yes/No) that detailed logs will be provided for forensic investigation of security |
|---|
| incidents, that can aid in identifying the nature and extent of the affectation, including the data |
| that was exfiltrated or compromised. |
| |

| | P | |
|-----|---|---|
| | YES X | NO 🗆 |
| 35. | Indicate what support will be provided to carry out fo | rensic investigation of security incidents. |
| • | Tyler regularly monitors the networks, systems, enviror | nments, and applications within its control. As |

part of that monitoring, if and when Tyler identifies a potential security incident, Tyler follows

established policies and procedures to contain, respond to and mitigate such incidents. Tyler's standard practice is to treat the details of any such incident as confidential, given that releasing those details to the public itself creates a security risk, and/or because those details may include a client's confidential information.

Tyler will provide notification letters consistent with applicable state law primarily in the context of inadvertent disclosures by Tyler. Tyler will also investigate for any evidence of compromise or exploit of the inadvertently disclosed information.

Tyler takes a multi-layered approach to security. Examples of our safeguards and protocols include leading end-point monitoring solutions across our environments, anti-virus virus protections, multi-factor authentication, and web filtering technology. Our employees receive regular training on data security and data privacy, and periodic reminders throughout the year on issues such as phishing, password hygiene, and related topics

Tyler has an Incident Response Plan (IRP) in place based on the NIST 800-53 Framework to ensure that security incidents are responded to and reported on in a timely and effective manner according to the Incident Response Plan. Design, implementation, and maintenance of the Incident Response Plan (IRP) are the responsibility of the Tyler's Information Security Office. The IRP establishes procedures for responding to and reporting of security incidents. A Post Incident Review is conducted once a threat has been successfully eliminated. The Incident Response Plan is tested no less than annually.

We have in our Business Continuity Plan (BCP) a communication strategy that makes every effort to provide the most effective communications to our clients. This will involve the Hosting Alerts Center and the www.tylertech.com website and will be filtered through Corporate Communications.

Further information regarding Tyler's incident response plan and business continuity plan can be found in our most recent Type 2 Service Organization Controls No. 2 (SOC 2) report.

36. Does the system interface support a browser interface with or without the help of additional components?

Tyler applications are built and tested on the latest HTML5 standards and should be compatible with any modern browser. Tyler has validated the following browsers:

Google Chrome: Recommended with all Tyler solutions.

Microsoft Edge: Supported with all Tyler solutions.

Apple Safari: Supported with all Tyler solutions.

Mozilla Firefox: Supported with all Tyler solutions except ExecuTime.

37. How are hosted software applications deployed for use by numerous customers (dedicated servers for each hosted customer, or is a single set of applications utilized for all customers)?

Tyler SaaS infrastructure is multi-tenant with multiple clients sharing hardware or virtual components. However, unlike most multi-tenant solutions in which all clients use shared application environments, Tyler SaaS client application environments are single-tenant. Providing clients with dedicated application and database instances adds an additional layer of security through complete segregation of data access. Clients also have the flexibility to schedule application updates on their own schedule and convenience.

Section 5 Implementation Plan

4.5 Implementation Plan (Section 5)

The Vendor is to provide an implementation plan in narrative format supported by an activity-level project plan using Microsoft Project that details how the proposed solution is to be implemented. This implementation plan should include the following elements:

- General Implementation Approach (Section 5.1)
- Project Management Approach (Section 5.2, along with form in the RFP FORMS attachment)
- Data Conversion and Migration Plan (Section 5.3)
- Data Analytics, Report and Form Development (Section 5.4, form in the RFP FORMS attachment)
- Integrations and Interfaces (Section 5.5)
- Training (Section 5.6, along with form in the RFP FORMS attachment)
- Organizational Change Management Approach (Section 5.7)
- Testing (Section 5.8, along with form in section 6.9)
- Operational Redesign Approach (Section 5.9)
- System Documentation and Manuals (Section 5.10)
- Disaster Recovery Plan (Section 5.11)
- Knowledge Transfer (Section 5.12)

The Vendor should not be constrained to only include the above items in the Vendor's proposal response if the Vendor feels that additional elements may add value to the overall implementation. West Chester Township requests that the Vendor provide their work plan in a Microsoft Project format as part of the proposal response.

It is expected that the Vendor will lead the efforts in each of the implementation areas described below unless stated otherwise. Further details on what is to be provided as part of the Vendors proposed implementation plan are included in the following subsections.

5.1 General Implementation Approach (Section 5.1)

4.5.1 General Implementation Approach (Section 5.1)

Provide a general overview of the implementation approach you plan to use for West Chester Township that includes addressing the following items:

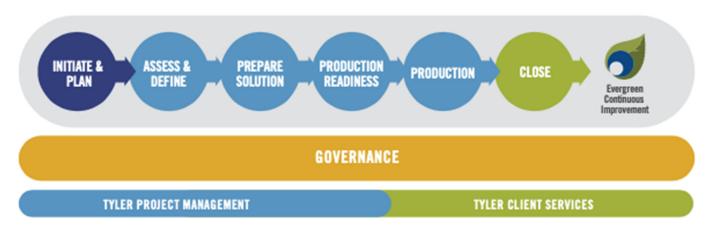
Tyler's implementation process demonstrates our long-term commitment to our clients, with a methodology tailored specifically to the public sector. Your organization benefits from the fact that we perform our own implementations and know our software better than anyone. As a Tyler client, you receive guidance throughout implementation from experienced Tyler professionals who have implemented Tyler products in more than 10,000 public sector implementation projects. Tyler's methodology is based on three vital foundations:

- Industry experience
- A globally recognized project management approach
- In-house expertise

Tyler utilizes its depth of implementation experience, working in tandem with our clients to put our methodology into practice. While each Project is unique, all will follow Tyler's six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler's public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the Client's complexity and organizational needs.

Tyler's Six Stage Project Methodology



The methodology adapts to both single-phase and multiple-phase projects. To achieve Project success, it is imperative that both Client and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that Client and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where Client's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.

Iterative Project Model

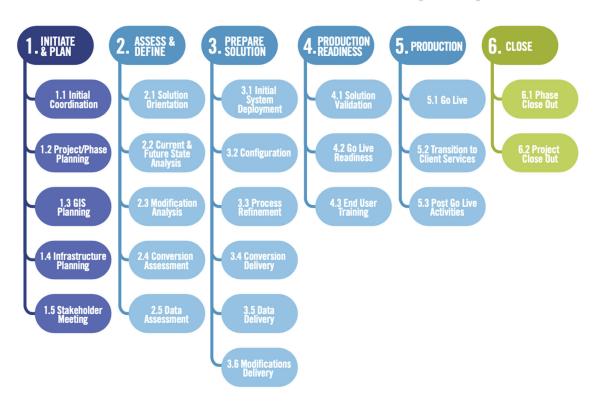


The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to efficiently and effectively complete the Project.

5.1.1 Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called "Stages" and the second level components are called "Work Packages". The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a "Control Point", confirming the work performed during that stage of the Project has been accepted by the client.

Work Breakdown Structure (WBS)



• Describe how you transition from the sales cycle to the implementation phase of the project.

5.1.2 Sales to Implementation Transition

Tyler will work with your team to conduct a smooth hand off from sales to your implementation management team. An initial call to introduce your team to your implementation staff will be conducted by your Sales Account Executive. Following this initial hand off, a Project Stakeholder Meeting is scheduled to outline the project including timing, organizational and resource allocation. This is the formal hand off from sales to implementation. Prior to this meeting, specifics that were raised during the sales process are given to the implementation team. During this meeting, the implementation team will go over the Tyler implementation process with you. It is an excellent way in which to set expectations for the upcoming project.

• Describe key differentiators of the approach as it relates to implementing a solution on time, within budget and with the ability to meet the needs of a diverse client like West Chester Township.

5.1.3 Key Differentiators

There are several key differentiators of Tyler Technologies and its proposed solution(s) that would be significantly advantageous to your project.

All Tyler's efforts are focused on providing technology solutions to the public sector. Our attention is not diluted by providing solutions to other industries and our staff are industry experts in the public sector arena.

Tyler has consciously decided to implement its own projects. We don't outsource our implementation efforts to 3rd party integrators. We feel this allows us to provide better service to our customers. Because of our experience, we provide a detailed, trusted project approach including a custom project portal which allows all project team members to have access to pertinent project data (schedules, tasks, assignments, etc.).

Tyler adheres to an evergreen development philosophy. Under this approach, Tyler will provide all future enhancements, including platform changes, to your solution as part of its annual maintenance agreement without additional re-licensing fees. This is a significant divergence from the typical business practices of traditional vendors. Other vendors normally charge annual maintenance each year and when new releases or platform changes are made available, charge relicensing fees and/or significant implementation fees to load the new release. Not so with Tyler. We will provide the future releases as part of the annual maintenance agreement as well as with minimal implementation effort. The result is a system that provides a lower total cost of ownership and more easily digestible upgrades.

We also offer Software as a Service (SaaS) model. While others may offer this service, they typically outsource the data center to a 3rd party. Tyler Technologies owns and operates its own datacenter located in Maine, with a backup facility located in Texas.

If there are modifications to be delivered through the implementation process, it is important to note that these modifications would become part of any general release available to all clients going forward. This ensures that our client services team does not have to worry about custom modifications, unique to your site, when assisting in supporting or upgrading.

5.1.4 Experience in the Public Sector & Project Understanding

Our product is exclusively developed and maintained for the public sector. From more than 35+ years, our expert teams have not only developed, implemented, and supported an industry leading product, but have been solely focused on designing options based on industry best practice. Our approach and commitment to local government agencies ensures our product delivers best practices that are inherent in the application based on our knowledge, experience and lessons learned.

Tyler has implemented over 900 municipal Munis clients and through that we have identified key areas of workflow, decentralization, and system design that impact a municipal implementation approach. As such, our trained personnel perform and guide all aspects of an implementation incorporating expertise and past lessons learned into your project. Our staff consists of seasoned professionals with years of experience, and unique and proprietary skills, specialized in managing and delivering projects focusing on your business processes.

Tyler prides ourselves on the caliber of employees that we can offer for implementation consultants (ICs). Our ICs have a deep understanding of the public sector from past work experience and great functional knowledge. Our project managers (PMs) benefit from Tyler-endorsed PMP credentials. We support our PMs

to successful test and maintain their certification. We consistently deliver ongoing education for all employees. Our staff work each day to implement ERP projects in the public sector.

In reviewing and understanding your goals and requirements, we provide an implementation team best suited to deliver services to achieve your needs. We believe this is an important step in the implementation process and appreciate your patience as we arrange, for resources to be allocated to your project. Our implementation team is structured to include several layers of resources for a well-developed implementation staff with experience working together as a team on similar client implementation projects. The project team assigned to your project is managed by a Tyler PM. Above the PM, each team has an implementation manager who monitors the project progress, provides team staffing, acts a counterpart to your steering committee, and resolves all decisions or issued elevated by the Tyler PM assigned to your project. The implementation manager reports directly to our vice president of implementation.

• Describe how you conclude on a preferred implementation phasing of software modules. What is your recommended approach for this implementation?

5.1.5 Project Planning

Project Planning is an important piece of any implementation. Tyler takes a custom approach to every project we lead. The project schedule is developed collaboratively with both project teams to meet your needs, while keeping in mind Tyler's guidelines for implementation. Periodic project meetings will be scheduled where changes in scope, project length, or cost will be reviewed.

Tyler is open to discussing the project schedule in more detail and working out a mutually agreed upon plan that considers all project risks, requests, and resource constraints.

Tyler recommends a phased implementation approach, staggering start, and live dates for each phase of the project. Live dates will be targets but should not place unnecessary constraints on the project. The following schedule takes into consideration the agency's goals and Tyler's recommended approach, and assumes the product will be used as is, without additional go-live customizations.

Please note it will be at least 45 days from contract date before planning phase begins. Tyler will then deliver a high-level schedule/plan within 10 business days of having the planning meeting, assuming a blackout calendar has been provided by the client. Tyler will deliver the detailed project plan within 10 business days of that high level schedule being signed off on.

5.1.6 Proposed Project Phases

Proprietary and Confidential – Subject to Restrictions on Disclosure

| Phase | Phase Module | Duration in Months | Project Plan in Months | | | | | | | | | | | | | | | | | |
|--------|----------------------------------|-----------------------|------------------------|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|---|
| riiase | | | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 16 | 17 | |
| 1 | Financials | 10 | ★ | | | | | | | | | | | | | | | | | |
| 2 | Human Capital Management | 10 | | | | | | | | | | | | | | 7 | 4 | | | |
| 3 | ExecuTime Advanced Scheduling | 3 | | | | | | | | | | | | | | | | | 7 | 7 |

Describe your approach towards running parallel systems, if necessary.

Any unique tools, techniques or methods that you use should be described in this section.

5.1.7 Parallel Systems

Tyler believes in the value of running parallel processing to validate the configuration of the solution and the quality of converted data. Some modules require more parallel testing than others, such as Payroll. Often, these parallel processes are broken down into smaller groups. Rather than running a complete billing or payroll, groups of accounts or employees are tested, allowing the users to manage their time more effectively. This process ensures that all accounts, bill or pay rates, and employees are fully tested prior to going live.

The nature of the financials and other modules' implementation is that mini "parallel" processes occur at various stages throughout the production readiness phase. For example, during the implementation, purchasing process training will take place. Your team will have remote users input requisitions and watch them flow throughout the organization via workflow. This, in essence, is a parallel process of the purchasing process. You will also print reports, validate the veracity of data to ensure the system is working as expected. Ultimately, the decision on running parallel systems, for how long, for what applications, will be a joint decision between the project teams that is made during the initiate and plan stage of the project.

5.2 Project Management Approach (Section 5.2)

4.5.2 Project Management Approach (Section 5.2)

As part of any significant engagement, West Chester Township employs a project management approach that is based on the Project Management Institute's Project Management Body of Knowledge (PMBOK). West Chester Township would expect responding Vendors to adhere to such standards as part of the project. West Chester Township expects the Vendor to provide project management resources leading to the successful deployment of the system.

The project manager will work as a team member with West Chester Township's project management office ("PMO"). This project manager can be an employee of the Vendor or a partner of the Vendor. In either case, the costs for the project manager should be clearly denoted in the pricing section of this RFP.

In addition to providing responses to the following items, the Vendor must complete the Project Management Approach Form in the RFP FORMS attachment of this RFP and include it in this section of the response.

Our approach to project governance has been continuously improved during Tyler's more than 35 years of experience implementing software exclusively with public sector clients. No one knows the system better than Tyler staff. That's exactly why we don't contract third parties to do our implementation for us. We do it best. Project managers will be assigned to each phase of your project to staff the project with subject matter experts during each part of the project. Our staff consists of seasoned professionals with unique and proprietary skills and years of experience, focused into dedicated departments.

5.2.1 Project Communication

Tyler understands the importance of having current, accurate, easily accessible during an Implementation Project. As part of Implementation, each new Tyler client will be provided a project portal. The purpose of this

site is to furnish the project teams with a central location to plan, store and access pertinent documentation and information relating to your Implementation project.

This site will be jointly maintained by the project teams for the duration of the implementation. Once the client has gone live, the portal will be maintained by Tyler's client services team for the first year of live processing.

5.2.2 Management and Scope

The Tyler project manager and implementation teams will communicate regularly with your project team. All implementation deliverables generate reports which contain detailed assessments of task completion, staff participation and material absorption. The Tyler project manager(s) will evaluate and measure the report results, communicating the gaps and adjusting the plan accordingly. Should issues arise during the project, there are several escalation paths that can be used laid out in the communication plan.

5.2.3 Project Management Dedication

Tyler is proposing a standard Project Manager (PM) for this project. The PM will spend approximately 4-8 hours per week on your project. Status review meetings will occur on a bi-weekly basis.

5.3 Project Management Approach Form

How does the Vendor plan to manage the material that is produced during the project through potential solutions such as a collaboration environment?

Tyler provides a project portal collaboration environment via share point that the township will have access to for the duration and following the project.

39. Provide specific information on project close-out activities to transition support to the Township.

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. The township transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services). Completion of this work package signifies final acceptance and formal closing of the Project. At this time, the township may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

Objectives:

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to The City teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

Tyler utilizes the contract and statement of work to create the post project report, upon acceptance from the township, the completed report indicates that all project deliverables and milestones have been completed.

| 40. | What percentage of the Project Manager's time will be devoted to the project? |
|-----|--|
| | 50% |
| 41. | What percentage of the Project Manager's time will be spent on site? |
| | Tyler is currently delivering all services 100% virtually due to the covid-19 pandemic. Under normal |
| | circumstances a 50% dedicated PM would be onsite 2 days per month, coinciding with steering |
| | committee meetings and onsite for initial project kick off and planning. |
| 42. | What is the total proposed duration of the implementation? |
| | 17 months. |
| | |
| 43. | How does the Vendor plan to manage the material that is produced during the project through |
| | potential solutions such as a collaboration environment? |
| | DUPLICATE QUESTION |
| | |
| 44. | Provide specific information on project close-out activities to transition support to the Township. |
| | DUPLICATE QUESTION |
| 45. | What percentage of the Project Manager's time will be devoted to the project? |
| | DUPLICATE QUESTION |
| 46. | What percentage of the Project Manager's time will be spent on site? |
| | DUPLICATE QUESTION |
| 47. | What is the total proposed duration of the implementation? |
| | DUPLICATE QUESTION |
| | |

Provide an overall description of the Vendor project management approach towards this type of engagement and projected timing for major phases.

• Provide a high-level work plan for achieving the successful deployment of your proposed system.

Please see above regarding Tyler's PM methodology and recommended phasing for this project. All of Tyler's projects include a Microsoft project plan. Tyler has included a sample project plan on the electronic copy of this proposal response. Each project plan is customized during project planning with your project manager for our clients.

5.4 Data Conversion and Migration (Section 5.3)

4.5.3 Data Conversion and Migration (Section 5.3)

It is anticipated that data conversion will occur when migrating to the new application. The Vendor is expected to assist West Chester Township in the conversion of both electronic and manual data to the new system. It is expected that West Chester Township will be responsible for data extraction from current systems and data scrubbing and data pre-processing and that the Vendor will be responsible for overall data conversion coordination, definition of file layouts, and data import and validation into the new ERP. Please provide pricing for data conversions in the associated Microsoft Excel pricing spreadsheet.

- Describe your general approach towards data conversion and how you would work with West Chester Township to conclude on the data structure for the new system including what should be converted, based on industry standards and best practices.
- Please describe your organization's recommended approach toward retention of legacy data.

The data conversion process can be the most time-critical element of your project plan. Tyler develops crucial steps in our implementation process to support a successful data conversions plan. Our data experts conduct hundreds of data conversions every year mapping legacy data through custom written programs.

The purpose of this task is to transition the PCWA's data from your source ("legacy") system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).



With guidance from Tyler, the PCWA will review specific data elements within the system and identify and/or report discrepancies. Iteratively, Tyler will collaborate with the PCWA to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s).

5.4.1 Data Conversion Standards & Responsibilities

While Tyler's data experts have extensive experience with data mining, conversion, and migration, it is your responsibility to provide Tyler with readable conversion data and to review the converted data for accuracy and completeness. Tyler recommends that you conduct due diligence to ensure that your team delivers clean data, to make data validation efforts seamless resulting in a high-quality migration.

5.4.2 Data Conversion Assessment Responsibilities- Township versus Tyler

The Township technical lead(s) are responsible for extracting data from the Township's source systems (i.e. legacy system). Functional leads are responsible for reviewing and scrubbing the source data. The TOWNSHIP project manager (PM) is accountable for ensuring all Township tasks are completed. Other Township team members are consulted or informed as appropriate.

Tyler's PM is responsible for completing data analysis and mapping and building and/or updating a data conversion plan. Tyler implementation consultants (ICs) are consulted during completion of data analysis and/or mapping and building and/or updating the data conversion plan. Tyler's data experts are consulted by the Township technical leads as needed when data is extracted from the source system (i.e., legacy system) and during completion of data mapping/analysis and building/updating the conversion plan. Tyler's implementation manager(s) are ultimately accountable for ensuring all Tyler staff involved in the data conversion assessment process have completed the tasks assigned.

5.4.3 Data Conversions & Delivery Responsibilities- Township versus Tyler

Tyler data expert(s) are responsible for providing data crosswalks and code mapping tools to the Township. They are also responsible for different iterations of conversion development and delivery of converted data. The Tyler project manager (PMs) are accountable for ensuring that the data experts deliver all items for which they are responsible. Tyler implementation consultants (ICs) are consulted when needed and Tyler technical services is kept informed of delivery of converted data where appropriate. Tyler's PM(s), IC(s), and data experts are consulted, after conversion data delivery, while the Township works to proof and review data and reconcile it to the source (i.e., legacy) system.

The Township functional leads are responsible for populating data crosswalks and code mapping tools and proofing and reviewing data and reconciling it to the source (i.e., legacy) system. The Township PM is accountable for ensuring that these tasks are completed. The rest of the Township project team is consulted or kept informed as needed.

5.4.4 Retention of Legacy Data

Tyler recognizes the need for our customers to maintain their legacy data and to ensure that they comply with all local and federal data retention rules. Your project team is responsible for knowing and communicating all data retention needs to the Tyler project team during the planning stage of the project. A Data retention plan will be created during conversion planning and incorporated into the Project plan to be followed throughout the Implementation. Typically, our clients use different methods to maintain necessary data, including but not limited to converting data into Munis, retaining access to legacy systems, data archiving, existing hard copies, and nightly back-ups.

5.4.5 Determining Data to Convert

During current and future state analysis, Tyler implementation consultants will work with the PCWA core project team to discuss contracted conversion options, review associated conversion templates, and generally the conversion process. During these sessions, Tyler and the PCWA will determine what conversion options will be exercised. For example, frequently sites opt to use our budget and actuals imports in lieu of using the

conversion option contracted. Depending on the size of the size, some sites opt to key in purchase orders in lieu of doing a conversion.

5.5 Data Analytics, Report and Form Development (Section 5.4)

4.5.4 Data Analytics, Report and Form Development (Section 5.4)

For specific reporting requirements, it is anticipated that the Vendor will take the lead on developing any reports required as part of the initial deployment of the system. The Vendor is expected to provide specialized knowledge and information to West Chester Township staff during the development of needed reports, via technical training on the tools used for report development, database schema and architecture, etc. In addition to providing responses to the following items, the Vendor must complete the Report Development form in the RFP FORMS attachment of this RFP and include it in this section of the response.

5.5.1 Report Development Form

What is the query tool and report writer that Vendor is proposing?

Public sector entities need multiple ways to get information from their enterprise solutions. That's why Munis and Tyler EAM provides more than just traditional paper-based reports for accessing and using critical information. It is designed to provide you with the information you need in the format users want—instantly.

Users can easily create reports of their current dataset from Tyler applications to a variety of output formats (print, PDF, Word, Excel). An integrated "query wizard" can be used to guide users through the selection process to create complex queries. These queries can be saved for future and even shared with fellow users to quickly and easily access pre-defined searches at moment's notice. Leveraging the integrated Application Scheduler, reports can also be scheduled to automate delivery and printing.

Tyler's Analytics and Reporting includes several tools to help clients improve data management, analysis, information sharing, and delivery. Dashboards and Central applications provide immediate, out-of-the-box views of key information that can be configured by user based on role and preference. Robust Microsoft Office integration provides seamless data exports to familiar Office formats for further analysis.

Tyler Hub provides a centralized starting point for accessing, analyzing, and aggregating data from the full breadth of Tyler applications. Tyler Hub offers a variety of configurable and extensible card components that allow the end user to visualize metric and KPIs. Users can access to out-of-the-box pages and cards customized to their needs. Tyler Hub combines the power of multiple dashboards into a single viewpoint for centralized and consistent search, analysis, and monitoring for various Tyler and non-Tyler products simultaneously.

Support for industry-leading business intelligence and ad hoc reporting tools offer even further flexibility and customization while still using existing application permissions. Tyler's database cubes, built on Microsoft SQL Server Analysis Services, allowing users to make better business decisions by easily viewing comparisons, patterns, and trends with Microsoft Excel PivotTable

and PivotChart reports. Create, manage, and setup subscriptions to complex, interactive reports with SQL Server Reporting Services and deliver them in a variety of formats.

Tyler simplifies the development of the Annual Comprehensive Financial Report (ACFR). Create and audit ACFR statements and schedules, streamlining the process from year to year. Additionally, Tyler employs a dedicated Munis State Reporting team responsible for ensuring clients maintain compliance with state and federal reporting mandates.

Built on Tyler Technologies' Socrata™ data analytics platform, ERP Executive Insights enables finance directors, mayors, city managers, superintendents, and department lead to easily understand and monitor the health, performance, and service level of their organization. Delivering a turnkey analytical environment populated with industry-recognized KPIs and leading indicators, ERP Executive Insights is automatically updated and tightly integrated with Munis®, Tyler's powerful ERP solution.

Tyler Open Finance provides unparalleled data access and analysis tools to help public sector entities implement principles of transparency, participation, and collaboration. Open Finance organizes your Tyler ERP financial data into a highly consumable, interactive, contextualized visual interface as a way to meet the public's need to understand government finances. This allows agencies to effectively and powerfully communicate how tax dollars are being collected and spent.

2. What reports are available out of the box? Provide a list here and samples at the end of this section.

Please reference the list of available reports included electronically. Tyler acknowledges the need for our clients to meet all State and Federal reporting requirements. We have a dedicated team who is responsible for maintaining and adding to our library of available mandated reports. For your convenience we have included a list of currently available reports, if a required report is not listed, please consult with your Sales Representative to request a custom report or to learn if our reporting options allow you to create this report for your future usage.

3. Describe your process for determining the scope of what reports will have to be developed (not out-of-the-box) and what effort it will take to develop and test them?

Reporting Analysis

Tyler applications contains hundreds of canned system reports, each utilizing configurable user-supplied parameters to provide hundreds of reporting variations. However, Tyler recognizes that our clients often have specific reports that are needed to meet current business needs. During the planning stage of the project, the Tyler Project Team will walk you through the existing reporting functionality and toolset. Through this knowledge transfer, your team will evaluate and determine the standard offerings, what can be accomplished via ad hoc queries and exports or if a custom report needs to be created.

Reports are classified as:

- Included in standard reporting options
- Information available through ad hoc searches and queries, dashboard tiles, etc.

- A report that can be developed through Excel Cubes
- A report that will need to be developed through using report writing tools

Custom Reporting

Tyler provides training and support for Microsoft Excel PivotTable / PivotChart reports using SQL Server Analysis Services (SSAS) database cubes and Microsoft SQL Server Reporting Server (SSRS) for ad-hoc reporting. Training will be conducted during the first phase of the implementation, or within 60 days of go-live, whichever is deemed a better fit by the client. Tyler uses a "train the trainer" approach, which will provide certain individuals with the tools necessary to train additional users on the subject matter as they see fit. This training enables clients to create their own custom reports and modify any report from the Tyler Reporting Services (TRS) Report Library.

4. It is expected that the system will provide the ability for end-user querying and reporting to be performed without impacting the performance of the transactional system. Does your proposal meet this expectation?

Reporting impact on application performance is typically minimal and unnoticeable to users. Resource management is the responsibility of the Tyler SaaS.

Provide information on your reporting approach including:

• Description of various methods of reporting including Business Intelligence,

Refer to response from question #1 above.

• Methods for West Chester Township to identify, specify, and develop required custom West Chester Township reports during the implementation.

Tyler applications contains hundreds of canned system reports, each utilizing configurable user-supplied parameters to provide hundreds of reporting variations. However, Tyler recognizes that our clients often have specific reports that are needed to meet current business needs. During the planning stage of the project, the Tyler Project Team will walk you through the existing reporting functionality and toolset. Through this knowledge transfer, your team will evaluate and determine the standard offerings, what can be accomplished via ad hoc queries and exports or if a custom report needs to be created.

Reports are classified as:

- Included in standard reporting options
- Information available through ad hoc searches and queries, dashboard tiles, etc.
- A report that can be developed through Excel Cubes
- A report that will need to be developed through using report writing tools

Custom Reporting Training

Tyler provides training and support for Microsoft Excel PivotTable / PivotChart reports using SQL Server Analysis Services (SSAS) database cubes and Microsoft SQL Server Reporting Server (SSRS) for ad-hoc reporting. Training will be conducted during the first phase of the implementation, or within 60 days of golive, whichever is deemed a better fit by the client. Tyler uses a "train the trainer" approach, which will

provide certain individuals with the tools necessary to train additional users on the subject matter as they see fit. This training enables clients to create their own custom reports and modify any report from the Tyler Reporting Services (TRS) Report Library.

5.6 Integrations and Interfaces (Section 5.4)

4.5.5 Integrations and Interfaces (Section 5.4)

It is expected that information generally would need to be entered only once into the system. Modules within the system should be integrated in real-time with each other such that batch processes are not required to transfer information from one area of the system to another unless that is the preference of West Chester Township. Existing West Chester Township interfaces between core modules that may currently exist (e.g., AP posting to GL) or shadow systems that will likely be replaced are not included as they are assumed to be included in an integrated ERP System.

The Microsoft Excel pricing sheet contains a listing of current and/or desired application interfaces. Please provide pricing for interface development in the associated Microsoft Excel pricing spreadsheet.

In addition:

• Describe the extent to which the various modules are integrated together versus being purchased separately and interfaced

Munis is an Enterprise Resource Planning (ERP) system solely designed for the public sector. ERP is application software that integrates information across all facets of an organization, including finance, operations, and human resources.

In the public sector market, specific areas of integration include:

Finance/Accounting
Budgeting
Procurement/Contracts
Asset management
Projects
Inventory
Payroll/Personnel
Billing
Accounts Receivable

Other related operations

Master records are shared across multiple products throughout the system. This ensures a single data record is maintained across multiple applications, eliminating the need to "sync" or manually entering duplicate data in multiple areas. For example, an Employee Master record is accessible from Payroll, HR and Financials modules.

With integration information, users can "drill down" from summary to details, and "drill across" to related information in other applications. With Munis, users can even access directly any program from the menu by specifying its name.

Finally, integrated applications have the same "look and feel" across programs—so users learn just one set of conventions that apply everywhere. The Munis screens are logically organized and visually appealing, making it easier to enter information and find it quickly.

- Describe your approach towards interfacing and integration with other solutions including use of specific tools, methods and standards.
- Describe data exchange standards (e.g. XML, Web Services, or EDI) supported or provided by your product.

Tyler solutions offer a variety of methods of interfacing with external third-party systems, including file-based import and exports and real-time web service integration through plug-and-play App Connectors, and API Toolkits and Connectors.

Full Integrated ERP Solution

When evaluating a new ERP system, it is very common clients are looking to replace several disparate systems with a single, integrated ERP solution. Since Tyler solutions are integrated with one another, many existing interfaces are commonly eliminated when moving from several disparate systems.

File-based integration

Multiple file-based interfaces are included, and all are integrated as part of the application, designed for end users. Unlike systems that require a database administrator to import or export data with their system, users can easily import or export data through point-and-click user interface. User-defined templates specify the data layout for a specific system, so users can quickly choose the appropriate template at the time of import/export. Templates for commonly used third-party systems are also included out of the box. File-based interfaces can be scheduled for one-time or recurring, automated processing.

Imports can be configured with Workflow to send automated notifications or approval requests before the data updates a record. Workflow business rules can be set on a variety of data conditions specific to the imported data. This includes if data causes an account to go over budget, is over a certain dollar amount, or is related to a specific segment of your general ledger. Only after all workflow rules have been approved does the import update production data. Depending on the process, imports can also be rejected at the item or file level; rejected imports can be resubmitted at any time.

Microsoft Office Integration

Tyler applications are designed to easily integrate with the Microsoft Office suite.

Data can be exported to Microsoft Word directly from many Tyler applications. Some applications also leverage Word's mail merge functionality allowing users to easily create and maintain form templates for completely customized presentation of application data. Word Mail Merge exports can also be automatically archived to Tyler Content Manager for quick retrieval at any time.

Applications include a variety of integrations with Microsoft Excel. Users can easily export application data directly to Microsoft Excel from most applications. Excel exports aren't just raw data dumps; exported data maintains the same formatting as the application including dates and currency. Many exports include a link

back to the corresponding record in application. Microsoft Excel is also one of many formats supported for bulk data exports and imports, which can be scheduled for automated processing.

Many Tyler applications include support for popular calendaring systems including Microsoft Outlook and Exchange. Email notifications and alerts can be sent using most email servers, including Microsoft Exchange.

'Plug-and-Play' Application Support

Munis and Tyler EAM include plug-and-play integrations for a variety of third-party applications through prepackaged web services. Tyler develops and maintains these integrations, requiring no development expertise from the client to configure.

API Toolkits and API Connectors (Optional)

API (Application Programming Interface) Toolkits and API Connectors add value to your organization by enabling you to create your own integrations to share data between Tyler and non-Tyler applications.

API Toolkits contain all exposed resources (or endpoints) available in a specific Tyler application module such as Munis General Ledger, Accounts Receivable, or Tyler EAM. API Connectors contain a subset or cross-section of API Toolkit resources with the purpose of facilitating a specific type of integration such as third-party cashiering, IVR, or applicant tracking systems.

The API Developer Portal is a powerful RESTful API gateway that makes accessing Tyler application data and processes through Toolkits and Connectors easy and intuitive. The Portal conforms to OpenAPI 3.0 and is secured with OAuth 2.0 through Tyler Identity. API resources include example calls and produce properly formatted commands, allowing you to easily exercise them against your data.

The API Developer Portal features include:

- Simplified, structured API documentation
- Industry standard OpenAPI 3.0 interface
- OAuth 2.0 API authentication through Tyler Identity
- Data models and examples for each resource
- Produces HTTP URI and CURL commands to exercise resources from within the documentation and return data
- Real-time validation
- Standard HTTP status codes
- Documentation to aid in identifying and understanding normal resources used to complete a given integration.
- As it pertains to West Chester Township's current technical environment described previously, identify potential issues for integrating with specific technologies that are used within West Chester Township.

No issues apparent.

• If local customizations are made, do you provide any tools or assistance to easily incorporate customizations into new version/releases of your software?

Tyler applications are developed as commercial off-the-shelf (COTS) solutions and include various levels of configuration and customization. All configuration and customization tools are application-based allowing end-users and administrators alike to tailor the system to their specific business needs. In addition, by using application-based tools, all customizations are retained upon system upgrade eliminating timely re-tooling, conversions or re-programming typically required from other systems.

Have you ever interfaced with West Chester Township applications listed with a migration plan of 'interface' in section? If so, include those references on the reference forms provided, in section 8 of your response.

- How do you track and manage changes to configuration? What is the proposed governance strategy for change control management?
- How do you define customization versus configuration?

Customizations are programmatic changes to the system and are maintained by Tyler exclusively.

Configuration are settings defined and stored in the application to tailor screens, processes, and access to client's specific requirements. Configuration training is an important part of Tyler's implementation process, allowing clients to setup and maintain configurations without relying upon Tyler.

All programmatic customizations are provided through a single release stream. This ensures clients do not lose customizations that may have been developed by Tyler for them upon next system upgrade.

Configurations are created and maintained using application toolsets, ensuring they are also retained upon system upgrade.

The Microsoft Excel pricing spreadsheet contains a listing of current and/or desired West Chester Township application interfaces and their likely need in a future integrated environment. Provide pricing for interfaces in the associated Microsoft Excel pricing spreadsheet and explain how the integration maps the data from the old system to the new system.

See spreadsheet.

5.7 Training (Section 5.5)

4.5.6 Training (Section 5.5)

In addition to providing responses to the following items, the Vendor must complete the Training form in the RFP FORMS attachment of this RFP and include it in this section of the response.

5.7.1 Training Form

What is your recommended approach to training (End-user, train the trainer, hybrid approach), for the Township, and why?

Tyler believes in a train-the-trainer approach to implementation. This approach allows your resources (the Power Users and Functional Leaders) to be involved in the initial training and software configuration while limiting the amount of time that End Users are involved in the project. The Power Users and Functional Leaders are then involved in training the end user

community after all configuration is complete, which helps to increase adoption, solidify knowledge transfer, and lessen resistance to training and process changes. What types of training documentation will be developed by the Vendor? 49. Tyler has provided 10 additional days for Financials and 10 days for Human Capital Management for the purpose of creating end user processing documentation. Describe the opportunities for ongoing training. 50. On Going Training Tyler conducts complete training during your software implementation; however, we know that ongoing training is important to learn about and implement future functionality, train new users, and refresh the knowledge of existing users. Tyler's implementation department can be contracted to provide additional training at any time. This is often done by clients who are upgrading, who would like assistance in adopting new features and processes. Tyler offers many additional tools and services designed to assist to maintain resource knowledge and train new users. Tyler client support provides the opportunity to get specific questions answered and to understand the impact of changes on the system. The KnowledgeBase provides documentation on all aspects including technical installation guides, how to documents, release notes for new versions of the system, and process documentation. Tyler also offers a variety of ways for our clients to interact and collaborate including Tyler Community, local user groups and an annual user conference. Online Education Classes At Tyler Technologies, we know high-quality training means a satisfied client. We are committed to offering a variety of training and continuing education opportunities to meet your needs. From beginner to advanced, we have the classes you want with tips and tricks, in-depth product training and key information to help you better serve your citizens. All classes are taught live, by Tyler staff, via GoToWebinar, from one hour to half-day sessions and never two at a time. A full listing of classes offered for each solution is kept up to date on Tyler Community for easy reference.

Online Education Webinars

Upcoming and Recorded Sessions

Register for an upcoming training on the Munis Online Webinar Calendar | Webinar Registration Instructions

Upcoming Sessions

| General Webinars | Date |
|--|------|
| Still Connected: Free Munis Virtual Classes | 2020 |
| Still Connected: Access Empowering Classes On Demand | 2020 |
| 2020 Munis Client Webinar Series | 2020 |

TylerU

Tyler incorporates computer-based training into our training and knowledge transfer. TylerU (University) delivers prerequisite and baseline information to all project participants. This approach allows Tyler's implementation consultants to focus on more complex subjects and to focus on ensuring that all participants are moving along at the same pace. TylerU is included for all clients at no additional charge.

TylerU is a supplement to Tyler's preferred teaching method of in-person classroom training. They are not meant to replace any portion of the training that is conducted by Tyler's resources.

51. Describe online training options.

Approach to Webinar Training

Tyler has a long-standing track record of delivering trainings virtually. Tyler utilizes Teams for our meetings. Tyler has developed a series of internal Tyler staff trainings to fully leverage the functions and features of Teams to ensure that staff comprehension is being monitored and to assist trainees navigating through the system. Among some of the methods being utilized, implementation consultants (ICs) regularly assign roles at the outset of classes to attendees to scribe, serve as timekeepers, track questions etc. Additionally, there are designated activities within sessions to help make sure the clients are engaging and getting the experience in the system needed for successful knowledge transfer. Each participant will be expected to have a computer and be able to complete certain components of the designated activities before moving forward. The ICs will be able to track participant's completion of activities. Following completion, ICs will explain the different components of the activities in real time. Tyler is encouraging the use of Microsoft Whiteboard with Teams to help ICs better explain key concepts and work out certain aspects of setup with participants.

ICs also review the agenda at the start of each session and outline objectives. ICs are encouraged to ask participants to review key take-aways from the prior lessons, review outstanding items and completed items from the last session, and solicit from participants what they are most excited and nervous about during training. Tyler ICs regularly check-in with participants

throughout the day with small quizzes, questions, review of notes and lessons learned from each section of the day. ICs also regularly switch off 'drivers' for the session to have each trainee take a turn at navigating through the system on screen. At the end of the day, time is provided to review key objectives, learnings and take aways from the day. Participants are given time with ICs for the last 15 to 30 minutes of the session to receive additional assistance or help.

• Train the Trainer Approach: The Vendor will incorporate a "train the trainer" approach where only key West Chester Township team leads will be trained through implementation on their modules and then they will train the remainder of West Chester Township staff in their respective areas.

5.7.2 Train-the-Trainer Approach

The Train the Trainer approach allows your resources (the Power Users and Functional Leaders) to be involved in the initial training and software configuration while limiting the amount of time that End Users are involved in the project. Product Documentation, Hands on Training, Assigned Homework, Parallel Processing, and Testing Plans will all be employed to educate your resources. Tyler always tailors' sessions to the participants, offering different levels of detail to users based on their use of the system and role.

In the TTT Approach, the Power Users and Functional Leaders are responsible for conducting training the end user community after all configuration is complete, which helps to increase adoption, solidify knowledge transfer, and lessen resistance to training and process changes. Additionally, your team will have access to the tools and services designed to support your internal training leads - TylerU, Tyler Community, Technical Support, State User Groups, Annual User Conference, Munis KnowledgeBase, and online help.

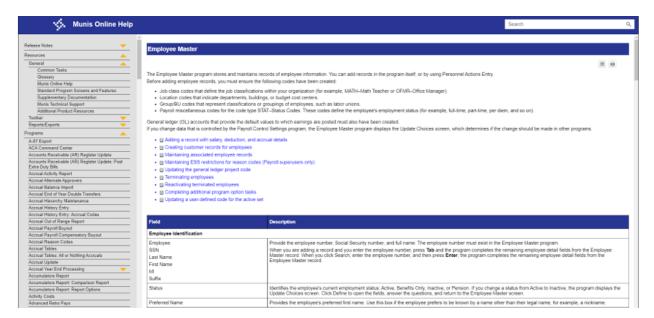
o Specify expected number of training documents to be created

o Specify responsibility of producing training materials, including both manuals, on-site help and video support.

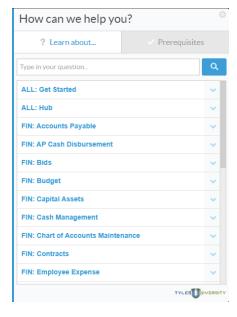
5.7.3 Training Documents

Tyler has included 20 additional days for the length of the project to assist in the creation of end user processing documents for the Township. The expected number of documents, areas of document etc. can be discussed during project planning. Online help and video trainings are available within the application and supplied by Tyler's team. These are generic help and video trainings and are not able to be customized.

Munis applications include context-sensitive online help that provides field-level and procedural information to assist your resources in completing program tasks. When you are in a program and open help, the program displays a help screen generally consisting of an overview of the program or the selected program screen, procedures for completing the tasks within the program, and descriptions of the fields on the screen. The online help also includes a table of contents, from which you can select help for other programs within a product, review release notes, and access related resources.



Help links to the Munis Knowledgebase, allowing for immediate access to additional information and resources directly from the help screen, as well as to Munis Technical Support, for ease in requesting assistance from a Munis expert. Online help is not customizable to clients.



Tyler incorporates computer-based training into our Training and Knowledge Transfer. Tyler U (University) delivers prerequisite and baseline information to all project participants. This approach allows Tyler's Implementation Consultants to focus on more complex subjects and to focus on ensuring that all participants are moving along at the same pace. Tyler U is included for all clients at no additional charge.

What makes Tyler U so invaluable in the learning process is that it overlays your Production, Train, and Test databases. This means that the coursework is using your actual data that is specific to the user's work. In addition, it does not require user management, usernames, or passwords since the classes are taken directly from the programs and the associated user permissions are already applied. Tyler U also submits a weekly report on classes taken and provides the information directly so an assessment can be performed as to the level of study and difficulty that is ongoing.

The Vendor should provide an overall description of the training method, including the following:

- General timeframes in which both types of training will be conducted The Vendor must list the nature, level, and amount of training to be provided for both options in each of the following areas:
- o Technical training (e.g., programming, operations, etc.)
- o User training
- o Other staff (e.g., executive level administrative staff)

Training is conducted throughout implementation up to go-live. Below is a list of the typical classes Tyler is providing during a Financials and Human Capital Management project implementation. Tyler is committed to providing at least one instance of each type of course. The exact schedule will be determined in detail during project planning.

| Human Capital Management Training topic/course | Functional Module Covered (please specify per proposed module, such as purchasing, payroll, etc.) | Type of users to attend | General summary of number of sessions offered of this course | Maximum class size | Format for the class | Training data that will be used for this topic/course (live, sandbox, etc.) | |
|--|--|----------------------------|---|-----------------------|----------------------|--|--|
| Solution Orientation Training | Employee Expense Reimbursement | Functional Leads & SMEs | 1 | 12 | Classroom/Webinar | Implementation | |
| Solution Orientation Training | Human Resources | Functional Leads & SMEs | 1 | 12 | Classroom/Webinar | Implementation | |
| Solution Orientation Training | Payroll | Functional Leads & SMEs | 1 | 12 | Classroom/Webinar | Implementation | |
| Solution Orientation Training | Recruiting | Functional Leads & SMEs | 1 | 12 | Classroom/Webinar | Implementation | |
| Solution Orientation Training | Risk Management | Functional Leads & SMEs | 1 | 12 | Classroom/Webinar | Implementation | |
| Solution Orientation Training | Security & Workflow | Functional Leads & SMEs | 1 | 12 | Classroom/Webinar | Implementation | |
| Current/Future State Analysis | Employee Expense Reimbursement | Functional Leads & SMEs | 1 | 12 | Classroom/Webinar | Implementation | |
| Current/Future State Analysis | Human Resources | Functional Leads & SMEs | 1 | 12 | Classroom/Webinar | Implementation | |
| Current/Future State Analysis | Payroll | Functional Leads & SMEs | 1 | 12 | Classroom/Webinar | Implementation | |
| Current/Future State Analysis | Recruiting | Functional Leads & SMEs | 1 | 12 | Classroom/Webinar | Implementation | |
| Current/Future State Analysis | Risk Management | Functional Leads & SMEs | 1 | 12 | Classroom/Webinar | Implementation | |
| Current/Future State Analysis | Security & Workflow | Functional Leads & SMEs | 1 | 12 | Classroom/Webinar | Implementation | |
| Configuration & Process Training | Employee Expense Reimbursement | SMEs | 1 | 12 | Classroom/Webinar | Train | |
| Configuration & Process Training | Human Resources | SMEs | 1 | 12 | Classroom/Webinar | Train | |
| Configuration & Process Training | Payroll | SMEs | 4 | 12 | Classroom/Webinar | Train | |
| Configuration & Process Training | Employee Self Service | SMEs | 2 | 13 | Classroom/Webinar | Train | |
| Configuration & Process Training | Recruiting | SMEs | 1 | 12 | Classroom/Webinar | Train | |
| Configuration & Process Training | Risk Management | SMEs | 1 | 12 | Classroom/Webinar | Train | |

| Configuration & Process Training | PR/HR Security & Workflow | SMEs | 2 | 12 | Classroom/Webinar | Train |
|-------------------------------------|---|------|---|----|-------------------|-------|
| Configuration & Process Training | System Administration | SMEs | 1 | 12 | Classroom/Webinar | Train |
| Process Review Training | Employee Expense Reimbursement | SMEs | 1 | 12 | Classroom/Webinar | Train |
| Process Review Training | Human Resources | SMEs | 1 | 12 | Classroom/Webinar | Train |
| Process Review Training | Payroll, including Employee Self Service | SMEs | 1 | 12 | Classroom/Webinar | Train |
| Process Review Training | Recruiting | SMEs | 1 | 12 | Classroom/Webinar | Train |
| Process Review Training | Risk Management | SMEs | 1 | 12 | Classroom/Webinar | Train |

| Financials Training topic/course | Functional Module Covered (please specify per proposed module, such as purchasing, payroll, etc.) | Type of users to attend | General summary of number of sessions offered of this course | Maximum class size | Format for the class | Training data that will be used for this topic/course (live, sandbox, etc.) | |
|--|---|----------------------------|--|-----------------------|----------------------|---|--|
| Solution Orientation & Current/Future State Analysis | Accounts Payable | Functional Leads & SMEs | 1 | 12 | Classroom/Webinar | Implementation | |
| Solution Orientation & Current/Future State Analysis | Accounts Receivable | Functional Leads & SMEs | 1 | 12 | Classroom/Webinar | Implementation | |
| Solution Orientation & Current/Future State Analysis | Budget | Functional Leads & SMEs | 1 | 12 | Classroom/Webinar | Implementation | |
| Solution Orientation & Current/Future State Analysis | Bid Management | Functional Leads & SMEs | 1 | 12 | Classroom/Webinar | Implementation | |
| Solution Orientation & Current/Future State Analysis | Capital Assets | Functional Leads & SMEs | 1 | 12 | Classroom/Webinar | Implementation | |
| Solution Orientation & Current/Future State Analysis | Contract Management | Functional Leads & SMEs | 1 | 12 | Classroom/Webinar | Implementation | |
| Solution Orientation & Current/Future State Analysis | Chart of Accounts | Functional Leads & SMEs | 1 | 12 | Classroom/Webinar | Implementation | |
| Solution Orientation & Current/Future State Analysis | General Billing | Functional Leads & SMEs | 1 | 12 | Classroom/Webinar | Implementation | |
| Solution Orientation & Current/Future State Analysis | General Ledger | Functional Leads & SMEs | 1 | 12 | Classroom/Webinar | Implementation | |
| Solution Orientation & Current/Future State Analysis | Inventory | Functional Leads & SMEs | 1 | 12 | Classroom/Webinar | Implementation | |
| Solution Orientation & Current/Future State Analysis | Project Grant Accounting | Functional Leads & SMEs | 1 | 12 | Classroom/Webinar | Implementation | |
| Solution Orientation & Current/Future State Analysis | Purchasing | Functional Leads & SMEs | 1 | 12 | Classroom/Webinar | Implementation | |

| Solution Orientation & Current/Future State Analysis | Security & Workflow | Functional Leads & SMEs | 1 | 12 | Classroom/Webinar | Implementation | |
|--|---|----------------------------|---|----|-------------------|----------------|--|
| Solution Orientation & Current/Future State Analysis | Cash Management | Functional Leads & SMEs | 1 | 12 | Classroom/Webinar | Implementation | |
| Configuration & Process Training | Accounts Payable | SMEs | 1 | 12 | Classroom/Webinar | Train | |
| Configuration & Process Training | Accounts Receivable | SMEs | 1 | 12 | Classroom/Webinar | Train | |
| Configuration & Process Training | Budget | SMEs | 1 | 12 | Classroom/Webinar | Train | |
| Configuration & Process Training | Bid Management | SMEs | 1 | 12 | Classroom/Webinar | Train | |
| Configuration & Process Training | Capital Assets | SMEs | 1 | 12 | Classroom/Webinar | Train | |
| Configuration & Process Training | Contract Management | SMEs | 1 | 12 | Classroom/Webinar | Train | |
| Configuration & Process Training | General Billing | SMEs | 1 | 12 | Classroom/Webinar | Train | |
| Configuration & Process Training | General Ledger | SMEs | 1 | 12 | Classroom/Webinar | Train | |
| Configuration & Process Training | Inventory | SMEs | 1 | 12 | Classroom/Webinar | Train | |
| Configuration & Process Training | Project Grant Accounting | SMEs | 1 | 12 | Classroom/Webinar | Train | |
| Configuration & Process Training | Purchasing | SMEs | 1 | 12 | Classroom/Webinar | Train | |
| Configuration & Process Training | P-Card | SMEs | 1 | 12 | Classroom/Webinar | Train | |
| Configuration & Process Training | Vendor Self Service | SMEs | 1 | 12 | Classroom/Webinar | Train | |
| Configuration & Process Training | Cash Management | SMEs | 1 | 12 | Classroom/Webinar | Train | |
| Configuration & Process Training | FIN Security & Workflow | SMEs | 2 | 12 | Classroom/Webinar | Train | |
| Configuration & Process Training | System Administration | SMEs | 1 | 12 | Classroom/Webinar | Train | |
| Process Review Training | Accounts Payable, including Vendor Self Service | SMEs | 1 | 12 | Classroom/Webinar | Train | |
| Process Review Training | Accounts Receivable | SMEs | 1 | 12 | Classroom/Webinar | Train | |
| Process Review Training | Budget | SMEs | 1 | 12 | Classroom/Webinar | Train | |
| Process Review Training | Bid Management | SMEs | 1 | 12 | Classroom/Webinar | Train | |
| Process Review Training | Capital Assets | SMEs | 1 | 12 | Classroom/Webinar | Train | |
| Process Review Training | Contract Management | SMEs | 1 | 12 | Classroom/Webinar | Train | |
| Process Review Training | General Billing | SMEs | 1 | 12 | Classroom/Webinar | Train | |
| Process Review Training | General Ledger | SMEs | 1 | 12 | Classroom/Webinar | Train | |
| Process Review Training | Inventory | SMEs | 1 | 12 | Classroom/Webinar | Train | |
| Process Review Training | Project Grant Accounting | SMEs | 1 | 12 | Classroom/Webinar | Train | |

| Process Review Training | Purchasing, including P- Cards | SMEs | 1 | 12 | Classroom/Webinar | Train |
|----------------------------|--------------------------------------|------|---|----|-------------------|-------|
| Process Review | Cash | SMEs | 1 | 12 | Classroom/Webinar | Train |
| Training | Management | | | | | |

5.8 Organizational Change Management Approach (Section 5.6)

4.5.7 Organizational Change Management Approach (Section 5.6)

West Chester Township recognizes that a movement from the current environment to a new solution will require an active change management program. The Vendor should clearly identify their approach towards Organizational Change Management including any unique approaches or tools that will be used.

Unless otherwise contracted by Tyler, the agency is responsible for managing organizational change. Impacted client resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is ensuring that impacted client resources understand the value of the change, and why they are being asked to change. Please speak to your sales representative, Alban Michaud, regarding change management offerings and associated pricing.

Choosing Change Management

Each client requires a different amount of support from Tyler when it comes to their change management needs. Some organizations only need minimal guidance and a robust toolset to facilitate their program, while others want Tyler to take the lead in developing and executing their program. Whichever model fits your organization's needs, Tyler has designed two options to ensure your organization doesn't leave change management out of its plan for project success.

Option 1: Foundation Change Management

Foundation Change Management provides a plan, training, and toolset that can be used by the client to execute change management activities. Clients can easily order a three-day block of change management expertise for a Tyler Prosci® certified resource to come onsite and help execute the plan or solve challenging issues. The goal of this service is to provide a low-cost change management plan.

Option 2: Enterprise Change Management

Tyler's Enterprise Change Management offering is designed for organizations that want a robust and complete solution to address their change management needs for large-scale projects. A Prosci certified Tyler change management expert will lead each change management step, which includes assessing the organization's capacity for change and then helping them prepare, execute, and reinforce the transition.

Tyler will develop a detailed change management plan and conduct a thorough organizational change assessment. These pivotal deliverables establish a path for further change management activities, including:

- Training of the organization's Change Management lead and coaches
- Developing a sponsor activity model
- Tracking and communicating procedural changes to impacted employees
- Guiding recognition, feedback, and lessons learned events

Completing a resistance management plan

Enterprise Change Management includes a collaborative review of the tools for tracking these activities and offers regular onsite visits to provide support and corrective action opportunities throughout the project phase.

Once a go-live date is in place, Tyler's expert will work with the organization to ensure communications are clear to all impacted employees and that strategies are in place for supporting them throughout the process. After go-live, monitoring of compliance and resistance continues until a formal transition of all change management tools, guides, and presentations are completed at close. This ensures that the organization has the skills and tools to continue monitoring the adoption of the new system and, later, can create a change management program for use in future projects or change initiatives.

5.9 Testing (Section 5.7)

4.5.8 Testing (Section 5.7)

The Vendor should describe their recommended approach to the following types of testing that are anticipated to be performed on the project and the type of assistance they anticipate providing to West Chester Township related to such testing:

- System testing
- Integration testing
- Stress/performance testing
- User acceptance testing (UAT)
- Sample testing plan for a similar organization

Making sure your new system works the way you need it to is paramount to the success of the implementation. Tyler's quality management and validation plan addresses both the project and the product, while ensuring project objectives are met. The project teams validate the solution throughout the life of the project to expose issues that would normally only be revealed in a production environment. A comprehensive validation plan is set in place and may include system infrastructure audits, conversions, and modification delivery.

A controlled environment is created for high-level product modification validation, import and export interface, functional flow, and reliability.

The goal of validation is for end users to gain extensive product experience, develop a high level of confidence in Tyler's products, and understand their specific functions within the solution.

Expected benefits from the completion of validation also include:

The infrastructure of hardware and network design is thoroughly vetted

- Modifications are delivered and fully integrated into the solution
- A managed issues list is fully quantified

Issue tracking, resolution accountability, and completed issue resolution are necessary in a successfully completed project. The validation phase is a shared responsibility and must be recognized as such.

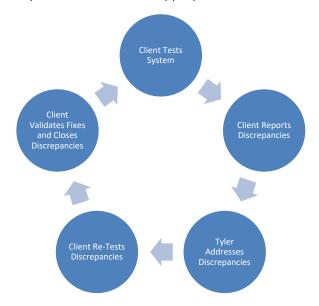
5.9.1 Stress Testing

Tyler does not provide a plan for stress testing. Each version of the software goes through extensive quality assurance and testing parameters before being released. Minimum hardware requirements have been outlined and are consistent with other Tyler clients similar in size and scope. Tyler is confident the software will perform at optimal performance levels based on the minimum hardware requirements outlined for all users.

5.9.2 User Acceptance Testing (UAT)

User Acceptance Testing is an iterative process, where chosen power users perform end-to-end system testing and report discrepancies in expected system functionality. Tyler will address reported discrepancies. This includes, but is not limited to, fixing the discrepancy, postponing as a post-Production Cutover improvement, determining the discrepancy is not in scope, or closing the discrepancy because it deviates from the agreed upon requirements defined during the Assess and Define stage. Once discrepancies are addressed, power users will re-test to validate the fix and close the discrepancy.

All discrepancies must be entered in advance of the close of the UAT stage to allow sufficient time for Tyler to address noted discrepancies and testers to re-test, validate, and close discrepancies. Your Tyler project manager will work with you to determine the appropriate cut off for initial testing efforts.



5.9.2.1 Acceptability

Acceptability is defined as the software's ability to perform day-to-day operations without complete hindrance of one's job responsibilities. Acceptance testers must be able to distinguish between a legitimate need for configuration or functionality change and changes that are subject to one's own interpretation and/or subjective opinion (i.e. a feature enhancement).

5.9.2.2 Common Misconceptions

- The system will be 100% perfect prior to UAT
 - o Finding configuration discrepancies is a normal part of the process and should be expected, as it helps ensure the product is ready for production and in line with project definitions.
- The system will be 100% perfect after UAT
 - o Tyler utilizes a continuous improvement approach, which focuses on maximizing your performance over time. UAT during implementation is a validation of the system's acceptability based on decisions made during Assess & Define. Throughout the life of your relationship with Tyler, you and your team will have the opportunity to continue improving efficiency and productivity through our EverGuide approach.

5.9.2.3 Identifying Power Users for Testing

User Acceptance Testing is designed for your Power Users and project decision makers. It is not designed for all end-users to participate. It is recommended that you have at least 2 users from each functional area involved in testing.

Additionally, some qualities to look for when identifying testing resource(s) are as follows:

- Knowledgeable about a specific function of your business unit (reporting, legacy system, business process, etc.)
- Proficient with everyday technology
- Represents a business unit or department using the application being tested
- Has adequate time to test. A user who is unable to properly dedicate the time and attention to testing due to other responsibilities may not be an appropriate candidate for this group.

5.9.2.4 Responsibilities

The following outlines specific responsibilities of the client project team:

- Identify functional leads and power users to perform scenario processing.
- Identify and communicate to select functional leads and power users the assigned testing scenarios to be executed with assistance from Tyler implementation staff.
- With assistance from Tyler implementation staff, review and prioritize discrepancies that result from completed testing scenarios.
- Submit all items first to the client project manager. The project manager will then ensure the reported item is valid prior to submitting to Tyler. This may require input from a functional lead or power user.
- Document any issues or discrepancies found related to the product area tested. Tyler recommends limiting the number of resources posting items to the issues list to minimize duplication of issues and prevent changes being requested which are not consistent with agreed upon definitions. Ensure all reports of issues are submitted in a complete and timely manner.

- Ensure testing data and testing database maintain their integrity during the testing phase by limiting access and coordinating load and refresh processes.
- Monitor the quality and timeliness of the overall testing effort.
 - o Facilitate testing completion by maintaining momentum during process. Check that tests are completed in the order necessary to thoroughly sign-off on process.
 - o Review scenario processes and modify as necessary to align with any changes to policies and procedures.
 - o Work with Tyler project team to oversee all functions of the testing process.

The following outlines specific responsibilities of the Tyler Team:

- Provide baseline testing steps
- Work with your project team to determine which processes, interfaces, and modifications need to be tested
- Collaborate with your project team to develop a baseline scenario that details the procedures for testing data integrity across application processes.
- Assist your team in addressing reported issues/concerns.
- Provide training to your staff on tracking issues as required by Tyler.
- Support the testing plan developed for your site.

5.9.3 Sample Testing Plan

Tyler has included a sample testing script that is available for all clients as a standard script and can be customized by the client to meet your unique testing scenarios.

5.10 Operational Redesign (Section 5.8)

4.5.9 Operational Redesign (Section 5.8)

With the deployment of a new application, West Chester Township wishes to take advantage of capabilities within the software that provide support for operational improvements. Vendors are requested to describe their approach towards operational redesign including discussion on the optimal time in which to conduct redesign as it relates to implementation of the new software.

In addition, please describe your organization's capabilities to assist in a West Chester Township-wide redesign of the chart of accounts to best leverage the capabilities of the system in order to meet West Chester Township's overall financial tracking and reporting objectives.

Tyler's implementation methodology places a strong emphasis on analysis of current processes, the adoption of best business practices, and tailoring processes to meet the unique needs of our clients. Tyler's implementation approach includes detailed process analysis and solution orientation prior to preparing and configuring the system.

During the Assess & Define stage, a thorough current/future state analysis is conducted to gather business process information. The objective of the analysis sessions and solution orientation is to translate the current

practices into an improved future business process using Tyler products that match your desired processes and goals. The resulting configuration is vetted through solution validation prior to go-live readiness.

5.11 System Documentation and Manuals (Section 5.9)

4.5.10 System Documentation and Manuals (Section 5.9)

The Vendor is expected to provide user manuals and online help for use by West Chester Township as part of the initial training and on-going operational support. Additionally, the Vendor is expected to provide technical documentation.

- Describe what documentation (user guide, technical guide, training materials, etc.) is available on the system proposed and any related costs.
- Describe what types of documentation you anticipate developing during the project.

Tyler has set aside 20 days for creation of end user processing documentation for the Township. The nature and type of documentation will be discussed at greater length.

Tyler has detailed our online help, video, and ongoing education opportunities and offerings above. Additional documentation is available online at no additional cost to the township and can be customized by the township to meet any additional needs.

5.12 Disaster Recovery Plan (Section 5.10)

4.5.11 Disaster Recovery Plan (Section 5.10)

Please describe the services you provide around disaster recovery, if any, as part of your proposed solution.

Tyler maintains two primary datacenters for hosted customers. One is owned by Tyler, located in Yarmouth, ME, and qualifies as a tier III datacenter. The other is a colocation facility, DataBank, a certified tier III datacenter located in Dallas, TX. This datacenter is in the old Federal Reserve Building, originally built to withstand a nuclear disaster.

Tyler SaaS data centers are built on enterprise compute systems. Three Tiers of storage are utilized providing varying levels of performance resiliency. Firewalls, routers, and storage are all setup in a highly available configuration. Tyler data centers are serviced by multiple power providers and include backup power in the event of power loss from all power providers. Multiple internet service providers are employed across multiple hub sources bandwidth is drawn from different hub locations and to mitigate the risk of a data center Internet outage.

Data center servers, HVAC units, and smart devices on cabinet power strips all have the capabilities of notifying appropriate personnel of events such as power outages, server over-heating, humidity, and room temperature abnormalities.

Full server snapshots are performed daily after normal business hours and data is replicated between data centers using an enterprise backup solution. Clients can also create on-demand application database backups at any time through the Tyler SaaS Cloud Admin Portal. Clients can request data restored from backups as defined through application-specific retention policies.

Tyler Technologies warrants its service to its standard service level agreement (SLA). The SLA defines service availability (% of uptime), and disaster recovery plan for Tyler SaaS data centers, including recovery point

objective (RPO), and recovery time objective (RTO). Tyler's disaster recovery plan is tested annually, and backup restore tests are performed weekly.

5.13 Knowledge Transfer (Section 5.11)

4.5.12 Knowledge Transfer (Section 5.11)

The Vendor should describe their process for ensuring that a transfer of knowledge occurs back to West Chester Township staff such that staff can support and maintaining the application in the most proficient manner once the Vendor implementation engagement is complete.

During implementation of our products, Tyler's goal is to educate your resources so that they are self-sufficient users of the solution. Tyler uses a train-the-trainer model to transfer knowledge. Tyler's project team will provide comprehensive training to your team, which includes the project manager, functional leads, and power users. Tyler provides one occurrence, or more, of each scheduled training or implementation topic. The first time focuses on the process steps, while the second time, the training is more advanced. Sessions for each topic will also cover configuration for functional leads and power users, so that future changes can be easily made.

Ensuring comprehension of daily job functions is essential to a successful go-live and product adoption. The goal of our train-the-trainer approach is to expose the most sophisticated users to the system first, so system configuration, converted data, and new procedures are thoroughly vetted by your team before being introduced to end users. During training, Tyler implementation consultants measure knowledge transfers through assessments and lead mini parallel processes and validations.

West Chester Township Staffing Plan

Section 6 Staffing Plan

4.6 Staffing Plan (Section 6)

In addition to providing responses to the following items, the Vendor must complete the Staffing Plan form in the RFP FORMS attachment of this RFP and include it in this section of the response.

Staffing Plan Form 6.1

| 52. | Assuming health restrictions permit doing so, identify the degree to which Vendor staff will be onsite versus off-site during the project. | | | | | | | | | | | | |
|------|--|--|---------------------|--|--|--|--|--|--|--|--|--|--|
| | Assuming health restrictions permit doing so, Tyler will be on-site approximately 25% of the time and off-site 75% of the time. | | | | | | | | | | | | |
| 53. | committed to the project | below to identify the number of Township business staff expect implementation. Initial identification of project roles has bented or revised by Vendors based on their experience in impensionments. | een provided | | | | | | | | | | |
| | Project Role | Project Responsibilities | FTE | | | | | | | | | | |
| 53a. | Executive Sponsor(s) | Champions projects, secures buy-in. The client executive sponsor provides support to the project by providing strategic direction and communicating key issues about the project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated project issues. The executive sponsor engages in the Project, as needed, to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the client steering committee, project manager(s), and functional leads to make critical business decisions for the client. | As Needed | | | | | | | | | | |
| 53b. | Project Manager | Oversees Project schedule and tasks. The client PM acts as primary point of contact for all contract and invoicing questions; and collaborates on and approves change requests, if needed, to ensure proper scope and budgetary compliance. The client PM also handles all site resource management items. | 0.50 | | | | | | | | | | |
| 53c. | Project Administrator (i.e., Technical Lead) | The client technical lead(s) coordinate updates and releases, copying of source databases to training/testing databases, adds new users/printers etc., as well as interface development for third party interfaces. They | 0.11 assume Saas | | | | | | | | | | |

West Chester Township Staffing Plan

| | | validate that all users understand log-on process and have necessary permission for all training sessions and develop/assist in creating reports as needed. They may also be responsible for extracting and submitting conversion data and control reports from the client's legacy system per the conversion schedule set forth in the project schedule. | |
|------|---|---|--|
| 53d. | Functional Process Owners | The client functional leads make business process change decisions, communicate current processes and procedures and desired changes during current and future state analysis. Most importantly, functional leads act as an ambassador/champion of change for the new process and provide business process change support. Finally, they actively participate in all aspects of the implementation. | 0.25-0.35 |
| 53e. | Functional Process Team Participants (per member involvement) | The client power users participate in project activities as required by the project team and pm(s). They act as SMEs, as needed, attend all scheduled training sessions, validate all configuration, and provide knowledge transfer to client staff during and after implementation. | 0.30-0.40 |
| 53f. | Training Coordinator Team Lead | Provide training for End Users, assist in coordination of said training, securing of necessary resources, facilities and equipment for training, and any documentation. | 0.02 |
| 53g. | Change Management Team Lead | The client change management lead validates that users receive timely and thorough communication regarding process changes and provides coaching to supervisors to prepare them to support users through the project changes. | To be determined |
| 53h. | Communications Team Lead | Assist project manager in any communications regarding project, policy, or procedural changes etc. | To be determined during Project Planning |
| 53i. | End Users | Client end users all scheduled training sessions and become proficient in application functions related to job | Variable based on |

West Chester Township Staffing Plan

| | duties. They adopt and utilize changed procedures | role/functio |
|--|---|--------------|
| | related to their job functions. | n |
| | | |
| | | |

• The Vendor must detail the type and amount of implementation support to be provided (e.g., number of personnel, level of personnel, time commitment, etc.). Include resumes for all personnel that will be assigned to the project. If the Vendor is using a subcontractor, please include information on subcontracting staff being used and their specific role on the project.

Tyler Resources 6.2

Tyler actively seeks the best talent to help us implement our solutions for our clients. Our staff consists of seasoned professionals with unique and proprietary skills, and years of industry experience, who are focused on specific products and in dedicated regions

Assembling a quality project team that suits for project needs is important. We appreciate your patience as we make arranges to allocate resources for your project phases. Upon award of contract, Tyler assigns a project manager and quality project team to ensure your implementation success. Tyler staff perform services in a professional, workman-like manner, consistent with industry standards.

The resumes presented in this proposal reflect the caliber and experience that Tyler will assign to this project. Due to the variable duration of selection and contract processes, it is difficult for us to predict resources that would be available at project commencement.

6.2.1 Sample Resumes

| Name | Keith B. | | | | | |
|---------------------------|---|-------------------------------|--|--|--|--|
| Title | Project Manager | | | | | |
| Education | Project Manager University of Maine (Orono) SS - Business Admin (Marketing) Auburn ME Syears Tyler Technologies Implementation Consultant West Shore Educational Service Distriction of Naugatuck, CT MI New Albany, OH West Seneca, NY Lisbon, ME | | | | | |
| Office Location Tenure | niversity of Maine (Orono) S - Business Admin (Marketing) uburn ME years yler Technologies Implementation Consultant West Shore Educational Service District orough of Naugatuck, CT ew Albany, OH West Seneca, NY Efferson County, WI Lisbon, ME | | | | | |
| Previous Experience | Tyler Technologies Implementation Cons | sultant | | | | |
| Reference Projects | Borough of Naugatuck, CT New Albany, OH Jefferson County, WI Wilmington, MA | West Seneca, NY Lisbon, ME | | | | |

West Chester Township Staffing Plan

> Casey E. Name

Title Project Manager

Education Wayne State University

Master's in Instructional Technology

Office Location MI

Tenure 7 years

Previous Experience Tyler Technologies Implementation Consultant

Reference Projects Gahanna, OH Saginaw County, MI

West Shore Educational Service Montcalm Area Intermediate School

District, MI District, MI

West Hartford, CT Marinette County, WI Delaware, OH Cleveland Metroparks, OH

Washtenaw County, MI Murfreesboro, TN

Name | David L.

Title Project Manager

Education Central Michigan University

Bachelor's in Psychology

Office Location Northville MI

> Tenure 3 years

Tyler Technologies Account Executive Previous Experience

New World Systems

Reference Projects Centerville, OH

York, ME

New Albany, OH

Spencer O. Name

Title Implementation Consultant

Education University of Maine

BS - Business Administration in Management

Office Location ME

Tenure | 3 years

West Chester Township Staffing Plan

Previous Experience Tyler Technologies State Reporting Product Support Consultant

Tyler Technologies HCM Product Support Consultant

Reference Projects | Portland Public Schools, ME | Concord, NH

Portland, ME West Seneca, NY

West Shore Educational Service District,

MI

Clayton County Public Schools, GA

Clinton County, OH Gahanna, OH

Union County, OH

Name | Troy H.

Title Implementation Consultant

Education | Northern Kentucky University

BFA, Graphic Design

Office Location | Cincinnati OH

Tenure 1 year

Previous Experience | Cincinnati Bell Telephone Business Internet Product Manager

ITT Technical Institute Adj Professor

Reference Projects | Painesville, OH

Delaware, OH

Gratiot-Isabella Regional Education

Service District (RESD), MI

York, ME

West Chester Township Staffing Plan

6.3 Project Resources

Tyler groups your team and Tyler resources based on their functional role within the project. This allows for easier staffing and communication within and between project teams. Please reference the project resource roles graphic below for a summary of responsibilities for each role. We have also included a RACI matrix to outline each stage and corresponding tasks. Our project approach is based on our experience and knowledge from working exclusively with public sector clients.

CLIENT ROLES

- Executive Sponsor
 Champions the projects, secures buy-in
- Steering Committee
 Monitors progress, goals, and objectives
- Project Manager
 Oversees project schedule and tasks
- Change Management Lead Prepares users for change
- Technical Lead Security, permissions, workflow
- Functional Leads
 Assigned for each functional area
- Power Users
 Subject matter experts, core users, super users
- Conversion Lead
 Oversees data conversion
- End Users
 Receive training for daily job functions

TYLER ROLES

- Executive Sponsor
 Provides oversight and audit
- Implementation Manager Monitors progress
- Project Manager
 Oversees project schedule and tasks
- Change Management Consultant*
 Helps navigate change
- Implementation Consultant
 Functional experts assigned by phase
- Technical Services
 Supports clients' technical needs
- Data Experts
 Convert client data
- Sales
 Supports transition to implementation, provides pricing

*If Change Management Services are proposed

6.3.1 RACI Matrix

Please reference the RACI Matrix on the following pages.

| STAGE 1 | Init | ial C | oord | inati | on | | | | | | | | | | | | |
|---|-------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
| | Tyle | er | | | | | | | Client | | | | | | | | |
| RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (SMEs) | Department Heads | End Users | Technical Leads |
| Tyler project team is assigned | Α | R | С | 1 | _ | 1 | 1 | | 1 | | 1 | | | | | | |
| Client project team is assigned | | | | | | | | | Α | _ | R | _ | 1 | _ | | | |
| Provide initial project documents to City | | А | R | С | | | O | | _ | | _ | | | | | | |
| Gather preliminary information requested | | | 1 | | | | | | А | | R | С | | С | | С | С |
| Sales to implementation knowledge transfer | | А | R | 1 | I | T | I | | | | Ι | | | | | | |
| Create Project Portal to store project artifacts and facilitate communication | | А | R | | | | | | | | I | | | | | | |

| STAGE 1 | Project/Phase Planning | | | | | | | | | | | | | | | | |
|---|------------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
| | Tyler | | | | | | | | | Client | | | | | | | |
| RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (SMEs) | Department Heads | End Users | Technical Leads |
| Schedule and conduct planning session(s) | | А | R | | | | | | _ | | С | С | 1 | | | | |
| Develop Project Management Plan | | А | R | | | | | | _ | | С | С | 1 | | | | |
| Develop initial project schedule | | А | R | 1 | 1 | 1 | 1 | | 1 | 1 | С | С | 1 | - | С | | 1 |

| STAGE 1 | Infr | astru | cture | Plan | ning | | | | | | | | | | | | |
|---|-------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|------------------------|------------------|-----------|-----------------|
| | Tyle | r | | | | | | | Clie | nt | | | | | | | |
| RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts | Department Heads | End Users | Technical Leads |
| Provide Infrastructure Requirements and Design Document | | А | R | | С | | С | | | | 1 | | | | | | Ι |
| Initial Infrastructure Meeting | | А | R | | С | | С | | | | С | | | | | | С |
| Schedule Installation of All Licensed Software | | А | R | | | | С | | | | ı | | | | | | 1 |
| Infrastructure Audit | | Α | R | | | | С | | | | 1 | | | | | | С |

| STAGE 1 | Stal | kehol | lder I | Meet | ing | | | | | | | | | | | | |
|---|-------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
| | Tyle | ·r | | | | | | | Clie | nt | | | | | | | |
| RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (SMEs) | Department Heads | End Users | Technical Leads |
| Create Stakeholder Meeting Presentation | 1 | А | R | 1 | 1 | | | | 1 | 1 | С | | 1 | | | | |
| Review Stakeholder Meeting Presentation | | 1 | С | | | | | | А | | R | | С | | | | |
| Perform Stakeholder Meeting Presentation | 1 | А | R | 1 | Τ | | | | I | I | С | 1 | 1 | 1 | 1 | 1 | _ |

| STAGE 2 | Solu | ution | Orie | ntatio | on | | | | | | | | | | | | |
|---|-------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
| | Tyle | r | | | | | | | Clie | nt | | | | | | | |
| RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (SMEs) | Department Heads | End Users | Technical Leads |
| Provide pre-requisites | | | Α | R | | | | | | | 1 | 1 | | 1 | 1 | | 1 |
| Complete pre- requisites | | | | | | | | | | | А | R | | С | | | С |
| Conduct orientation | | | Α | R | | | | | | | 1 | 1 | | 1 | 1 | | 1 |

| STAGE 2 | Cur | rent | & Fu | ture | State | Ana | lysis | | | | | | | | | | |
|---|-------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
| | Tyle | r | | | | | | | Clie | nt | | | | | | | |
| RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (SMEs) | Department Heads | End Users | Technical Leads |
| Current State process review | | | Α | R | 1 | 1 | 1 | | | | С | С | С | С | | | С |
| Discuss future-state options | | | А | R | С | С | С | | | | С | С | С | С | | | С |
| Make future-state decisions (non-COTS) | | | C | С | С | С | С | | | | А | R | 1 | С | | | С |
| Document anticipated configuration options required to support future state | | | Α | R | С | С | С | | | | ı | 1 | 1 | ı | | | _ |

| STAGE 2 | Dat | a Coi | nvers | ion A | sses | smen | t | | | | | | | | | | |
|---|-------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
| | Tyle | r | | | | | | | Clie | nt | | | | | | | |
| RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (SMEs) | Department Heads | End Users | Technical Leads |
| Extract Data from Source Systems | | | 1 | | С | | | | | | А | | | | | | R |
| Complete Data Analysis/Mapping | | А | R | С | С | | | | | | 1 | С | | С | | | T |
| Review and Scrub Source Data | | | 1 | 1 | 1 | | | | | | А | R | | С | | | I |
| Build/Update Data Conversion Plan | | | R | С | С | | | | | | С | _ | 1 | _ | | | _ |

| STAGE 3 | Init | ial Sy | stem | Dep | loym | ent (| On-P | remi | se) | | | | | | | | |
|--|-------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
| | Tyle | r | | | | | | | Clie | nt | | | | | | | |
| RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (SMEs) | Department Heads | End Users | Technical Leads |
| Review Purchased Hardware | | | А | | | | R | | | | 1 | | | | | | С |
| Setup/Prepare Hardware for Deployment for Included Environments | | | ı | | | | С | | | | А | | | | | | R |
| Install Licensed Software with Initial Database on Server(s) for Included Environments | | | А | | | | R | | | | I | | | | | | С |
| Load Client Provided GIS Data into System (if applicable) | | | А | | | | R | | | | ı | | | | | | С |

| Install Licensed | | | | | | | | | |
|--------------------------|--|---|--|---|--|---|--|--|---|
| Software on Client | | 1 | | С | | Α | | | R |
| Devices (if applicable) | | | | | | | | | |
| Tyler System | | | | | | | | | |
| Administration | | Α | | R | | 1 | | | С |
| Training (if applicable) | | | | | | | | | |

| STAGE 3 | Cor | figur | ation | 1 | | | | | | | | | | | | | |
|---|-------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
| | Tyle | r | | | | | | | Clie | nt | | | | | | | |
| RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (SMEs) | Department Heads | End Users | Technical Leads |
| Conduct configuration training | | | Α | R | | | | | | | 1 | С | | С | | | |
| Complete Tyler configuration tasks (if applicable) | | | А | R | | | | | | | ı | 1 | | 1 | | | |
| Complete Client configuration tasks | | | 1 | С | | | | | | | А | R | | С | | | |
| Standard interfaces configuration and training (if applicable) | | | А | R | | | С | | | | 1 | С | | С | | | С |
| Updates to Solution Validation testing plan | | | С | С | | | | | | | А | R | | С | | | С |

| STAGE 3 | Pro | cess | Refin | emer | nt | | | | | | | | | | | | |
|---|-------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
| | Tyle | r | | | | | | | Clier | nt | | | | | | | |
| RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (SMEs) | Department Heads | End Users | Technical Leads |
| Conduct process training | | | А | R | | | | | | | I | С | I | С | | | |

| Confirm process decisions | | 1 | С | | | | А | R | С | 1 | С | | |
|--|--|---|---|--|---|--|---|---|---|---|---|--|---|
| Test configuration | | 1 | С | | | | | Α | R | | С | | |
| *Refine configuration (COTS) | | А | R | | | | | 1 | 1 | | _ | | |
| Validate interface process and results | | 1 | С | | С | | | А | R | | С | | С |
| Update client- specific process documentation (if applicable) | | 1 | С | | | | | А | R | | С | | |
| Updates to Solution Validation testing plan | | С | С | | | | | А | R | | С | | С |

| STAGE 3 | Data | a Deli | very (| & Cor | versi | on | | | | | | | | | | | |
|---|-------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
| | Tyle | r | | | | | | | Clier | nt | | | | | | | |
| RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (SMEs) | Department Heads | End Users | Technical Leads |
| Provide data crosswalks/cod e mapping tool | | | А | С | R | | | | | | I | ı | | 1 | | | |
| Populate data crosswalks/cod e mapping tool | | | ı | С | С | | | | | | А | R | | С | | | |
| Iterations: Conversion Development | | | А | С | R | | | | | | I | | | | | | I |
| Iterations: Deliver converted data | | | А | | R | | 1 | | | | I | | | | | | I |
| Iterations: Proof/Review data and reconcile to source system | | | С | С | С | | | | | | А | R | | С | | | С |

| STAGE 3 | Modifications Delivery | |
|---------|------------------------|--------|
| | Tyler | Client |

| RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (SMEs) | Department Heads | End Users | Technical Leads |
|---|-------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
| Validate scheduled development for completion | | | А | | | R | | | | | 1 | | | | | | |
| Conduct periodic scope review sessions (as applicable) | | | А | С | | R | | | | | 1 | С | | С | | | |
| Modify Solution Validation Plan (if applicable) | | | С | С | | | | | | | А | R | | С | | | |
| Deliver (pre- production) modifications for testing | | | А | 1 | 1 | R | С | | | | 1 | _ | | _ | | | I |
| Test delivered modifications | | | 1 | С | | С | | | | | А | R | | С | | | 1 |
| Update configuration (if applicable) COTS | | | | | | | | | | | А | R | | | | | |
| Update process documentation as needed | | | 1 | 1 | | | | | | | А | R | | С | | | |
| Approve modifications for Production delivery | | | 1 | 1 | | | | | | | А | R | | С | | | |
| Deliver modifications to Production | | | А | 1 | 1 | R | С | | | | 1 | - | | 1 | | | I |

| STAGE 3 | Solu | ution | Valid | datio | า | | | | | | | | | | | | |
|---|-------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
| | Tyle | r | | | | | | | Clie | nt | | | | | | | |
| RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (SMEs) | Department Heads | End Users | Technical Leads |
| Update Solution Validation plan | | | А | R | C | | | | | | С | С | | С | | | |
| Update test scripts (as applicable) | | | С | С | С | | | | | | А | R | | С | | | |
| Perform testing | | | С | С | С | | | | | | Α | R | | С | | | |
| Document issues from testing | | | С | С | С | | | | | | А | R | | С | | | |
| Perform required follow-up on issues | | | А | R | С | | | | | | С | С | | С | | | |

| STAGE 4 | Go- | Live | Read | iness | 5 | | | | | | | | | | | | | |
|---|-------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|--|
| | Tyle | r | | | | | | | Client | | | | | | | | | |
| RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (SMEs) | Department Heads | End Users | Technical Leads | |
| Perform Readiness Assessment | 1 | А | R | С | С | T | С | 1 | 1 | 1 | 1 | | I | | | | 1 | |
| Conduct go live planning session | | Α | R | С | | | | | | | С | С | С | С | С | | С | |
| Order peripheral hardware (if applicable) | | | T | | | | | | | А | R | | | | | | С | |
| Confirm procedures for go live issue reporting & resolution | | А | R | _ | I | I | I | | | | С | С | I | I | I | I | I | |
| Develop Go live checklist | | А | R | С | С | | | | | | С | С | I | С | | | С | |
| Final system infrastructure review | | | А | | | | R | | | | С | | | | | | С | |

| STAGE 4 | Enc | l Use | r Trai | ining | | | | | | | | | | | | | |
|---|-------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
| | Tyle | r | | | | | | | Client | | | | | | | | |
| RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (SMEs) | Department Heads | End Users | Technical Leads |
| Update training plan | | Α | R | С | | | | | | | С | | 1 | | С | | |
| End User training (Tyler-led) | | А | R | С | | | | | | | С | С | 1 | С | С | C | |
| Train-the-trainer | | Α | R | С | | | | | | | С | С | Ī | С | | | |
| End User training (Client-led) | | | С | С | | | | | | | А | R | 1 | С | С | С | |

| STAGE 5 | Go-l | Live | | | | | | | | | | | | | | | | |
|---|-------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|--|
| | Tylei | r | | | | | | | Client | | | | | | | | | |
| RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (SMEs) | Department Heads | End Users | Technical Leads | |
| Provide final source data extract, if applicable | | | С | | С | | | | | , | А | | | · , | | | R | |
| Final source data pushed into production environment, if applicable | | | А | С | R | | | | | | I | С | | С | | | С | |
| Proof final converted data, if applicable | | | С | С | С | | | | | | А | R | | С | | | | |

| Complete Go-Live | | | | | | | | | | | | | | | | | |
|---------------------------|-----------|---------------|-----------------|---------------|------------|--------------|--------------------|----------|----------|-----------|-----------------|-----------------|------------|-------------------------------|------------------|-------|-----------------|
| activities as defined in | | | C | C | С | | | | А | R | С | 1 | С | | | | |
| the Go-Live action plan | | | | | | | | | | | | | | | | | |
| Provide Go-Live | | | A | R | $c \mid c$ | | | | | С | C | | С | | | С | |
| assistance | | | A | N . | | | | | | C | C | | C | | | C | |
| STAGE 5 | Tra | nsition | n to C | lient S | Service | es | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| | Tyle | er | | | | | | | Clier | it | | | | | | | |
| RACI MATRIX KEY: | | | | | | | | | | | | | | s) | | | |
| R = Responsible | | | | <u>ا</u> بر | | | | | | | | | ds | Subject Matter Experts (SMEs) | | | |
| A = Accountable | | Manager | | Consultant | | | | | | | | | Leads | IS) | | | |
| C = Consulted | | na§ | | nsu | | S | | | | | | | nt L | erts | | | |
| I = Informed | e | Ma | | Cor | | Vice | S | | r | tee | | | nei | xpe | qs | | |
| | Manager | luc | ger | l uc | | Services | /ice | (0 | Sponsor | Committee | ger | spe | Management | LI L | lea | | ds |
| | Jar | atic | na§ | atic | ts | | e Z | Services | od | mı | na§ | Lea | ına | tte | <u>+</u> | | ea |
| | | | Μ | | Experts | atic | a S | 2 | e S | | Ma | Jal | | \succeq | ner | rs | alL |
| | L iÈ | L L | ct | l ü | EX | ific | nic | t Se | LĘ. | ing | ct | tion | ge | sct | l f | Users | nic |
| | Executive | mplementation | Project Manager | mplementation | Data | Modification | Fechnical Services | Client 3 | xecutive | Steering | Project Manager | unctional Leads | Change | əfqr | Department Heads | nd L | Technical Leads |
| T (1: 1.1 C!: . | <u>ú</u> | <u></u> | Pr | <u></u> | Ĭ | Σ | Te | J | <u>ũ</u> | St | Pr | F | Ù | Sı | Ď | Ē | |
| Transfer client to Client | | | | | | | | | | | | | | | | | |
| Services and review | 1 | 1 | Α | 1 | 1 | | | R | 1 | 1 | С | С | | С | | | |
| issue reporting and | | | | | | | | | | | | | | | | | |

R

С

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С

| STAGE 5 | Pos | t Go- | Live | Activ | ities | | | | | | | | | | | | |
|--|-------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
| | Tyle | r | | | | | | | Client | | | | | | | | |
| RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (SMEs) | Department Heads | End Users | Technical Leads |
| Schedule contracted activities that are planned for delivery after go-live | | А | R | С | С | С | С | _ | | | С | С | _ | С | | | С |
| Determine resolution plan in preparation for phase or project close out | | Α | R | С | С | С | | ı | | | С | С | I | С | | | |

Α

issue reporting and resolution processes Review long term maintenance and

continuous improvement

| STAGE 6 | Pha | se Cl | ose (| Out | | | | | | | | | | | | | |
|---|-------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
| | Tyle | r | | | | | | | Clie | nt | | | | | | | |
| RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (SMEs) | Department Heads | End Users | Technical Leads |
| Reconcile project budget and status of contract Deliverables | 1 | А | R | | | | | | 1 | 1 | С | | | | | | |
| Hold post phase review meeting | | А | R | С | С | С | С | | | | С | С | С | С | | | С |
| Release phase- dependent Tyler project resources | А | R | ı | | | | | | | | I | | | | | | |

| STAGE 6 | Pro | ject (| Close | Out | | | | | | | | | | | | | |
|---|-------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
| | Tyle | r | | | | | | | Clie | nt | | | | | | | |
| RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (SMEs) | Department Heads | End Users | Technical Leads |
| Conduct post project review | | А | R | C | C | C | C | | | | С | С | С | С | | | С |
| Deliver post project report to City and Tyler leadership | T | А | R | | | | | | 1 | I | С | | | | | | |
| Release Tyler project resources | А | R | 1 | | | | | | | | 1 | | | | | | |

West Chester Township Staffing Plan

6.3.2 Project Staffing Levels

The below chart shows the estimated full-time employees (FTEs) associated with each role. Within each phase time will vary from one stage of the project to another.

6.3.2.1 Tyler Hours

| Tyler Project Team | % Full Time Employment | | |
|----------------------|------------------------|---------|---------|
| Tyler Project Tealli | Phase 1 | Phase 2 | Phase 3 |
| | | | |
| Project Manager | 0.50 | 0.50 | 0.50 |
| Technical Services | | | |
| (Assumes Saas) | 0.11 | 0.11 | 0.11 |
| Implementation | | | |
| Consultant | 0.48 | 0.33 | 0.16 |
| Data Expert | 0.04 | 0.11 | - |

 Please provide an overall project organizational structure for West Chester Township staff involvement during the project. Identify the roles and responsibilities of each component of this structure. This includes an appropriate governance structure in which to manage the project.

Project Organizational Chart

Every implementation project is comprised of both client resources and Tyler resources working together at varying levels of involvement to ensure a successful implementation. The chart below outlines each of those resource groups. Please keep in mind that some resources in your organizations may fall into multiple groups.



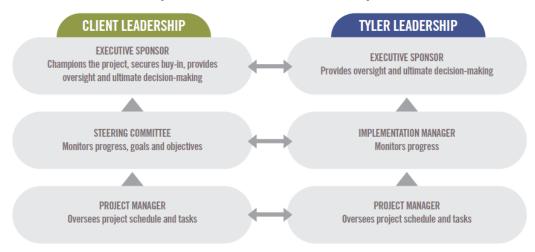
West Chester Township Staffing Plan

Project Governance

Communication and transparency are essential to any successful implementation. Tyler and township resources collaborate to determine core business needs, objectives and priorities. Project teams work together to navigate challenges as they arise according to the escalation paths outlined in the organization charts.

The chart below illustrates an overall team perspective where Tyler and township collaborate to resolve project challenges according to defined escalation paths. In the event that project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and township steering committee become the escalation points to triage responses prior to escalation to township and Tyler executive sponsors. As part of the escalation process, each project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. township and Tyler executive sponsors serve as the final escalation point.

Project Governance Relationships



Section 7 Ongoing Support Services

4.7 Ongoing Support Services (Section 7)

In addition to providing responses to the following items, the Vendor must complete the Ongoing Support Services form in the RFP FORMS attachment of this RFP and include it in this section of the response.

7.1 Ongoing Support Services Form

| Suppo | rt and Maintenance |
|-------|---|
| 55. | Provide the minimum, maximum, and average response times (hours) provided as part of the basic support agreement and average response time for the past twelve (12) months. |
| | Tyler's client services team does their best to assist customers and resolve cases as quickly as possible. Tyler does not guarantee our response time; however, client supports' goal is to return all calls within one business hour. |
| | Our response times for the past year were a minimum response of zero minutes, a maximum response time of 24 hours (i.e. next business day). Our average response time was 69-minutes, and our median response time was 15 minutes. |
| 56. | Describe Help Desk services for technical support and end users. Specify days and hours and any escalation options and procedures. |
| | Tyler support is available 8:00 AM – 5:00 PM across four major US time zones (EST, CST, MST and PST). |
| | You can monitor the status of an open issue in Tyler's online support incidents. In the portal, you can review support's last action on the case and enter new information to share with support. You can request an update by entering a note on the case in the portal, or by calling support and speaking with the assigned technician. |
| | If your situation or issue priority has changed, or if you feel you are not receiving the service you need, please contact the appropriate support product manager to escalate. The manager will follow up and determine the necessary action. |
| 57. | Identify the party or business unit that is responsible for the support options provided above. |
| | Tyler Technologies will be responsible for supporting the product whether it is client-hosted or vendor-hosted. |
| 58. | For ongoing IT staff resources, please provide the following information: Type of positions required (e.g., help desk, trainer, DBA, report developer, application support, system administrator, security administration, etc.) Number of FTEs within each position Skill sets required for each position |

| Training required and whether the Vendor provides this training | | | | | |
|---|-------|---------------------|-------------------|--------------------|--|
| Position | # FTE | Skill Sets Required | Training Required | Vendor Training | |

Tyler generally does not break out FTE estimates beyond a technical lead, as the composition, availability, and complexity of IT staff available is significantly variable between the entities we work with. Having each of the project roles available to assist with the project would be useful in ensuring a successful and smooth-running project. Tyler does request that all technical resources attend the system administration and roles and workflow security sessions offered during each phase to understand how the system runs and is configured. Otherwise, the required skill set is the same as what would be required for said IT resources to perform their daily job functions

| | Describe the product release cycle including: |
|-----|---|
| 59. | 7 |
| | How long releases typically take to implement |
| | This varies greatly depending on the amount of testing a site chooses to undertake and the number of modules and products involved. |
| | Frequency of upgrades/enhancements or new versions (major and minor version releases) |
| | Major releases occur on an annual basis. Minor releases occur on a quarterly basis. |
| 62. | Describe the types of support needed to keep the product under current support and to keep the product enhanced. |
| | Tyler recommends an upgrade coordinator that monitors for program updates, applies them, and works with Tyler technical support to manage the upgrade process. |
| | The client upgrade coordinator utilizes Tyler Community to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the client's software upgrade process. They manage software upgrade activities post-implementation. |
| 63. | Do you need remote access to the server to support/maintain it? If yes, describe the method(s) and security used. |
| | Not applicable with Tyler SaaS. |
| 64. | Do you offer post-implementation support? If so, what is the duration? |
| | Yes. Please see information below regarding post-implementation support. |

| 65. | Will the vendor contractually agree to the following? | | |
|-------|---|--|------------------------|
| | Contractual Inquiry Term Condition | Yes | No |
| | Provide staff for training and implementation | х | |
| | Non-performance holdbacks? | | X* |
| | Payment holdbacks until fully operational and formally accepted? | | X* |
| | Allow Township to approve Vendor staff assigned to help with implementation? | | Х* |
| | Ongoing costs are waived during the first year of implementation | | X* |
| | Ongoing cost for software modules is waived until the implementation phase for the given modules begins | | Х* |
| | *For answers marked with an asterisk, Tyler is answering "No" as they are of a Tyler Agreement. Subject to our exceptions, Tyler is willing to discuss during any negotiations. | | • |
| Softw | are Updates and Distribution | | |
| 66. | Describe the frequency of upgrades/enhancements or new versions (maj version releases)? | or and mino | r |
| | Tyler deploys industry leading technology and features that are continually a process of perpetual upgrades as part of our Evergreen Philosophy. This is continuous stream of significant, yet manageable updates deployed over the application with minimal disruption to our clients. | ncludes a | rough |
| | Tyler application updates are released quarterly. Occasionally, incremental software corrections are made available for download between quarterly reare cumulative allowing clients to upgrade to the latest application version | eleases. All re | |
| Custo | mizations | | |
| 1. | How can the Township customize or configure the software directly with involvement? | out Vendor | |
| | Tyler applications are developed as commercial off-the-shelf (COTS) solution various levels of configuration and customization. All configuration and customization-based allowing end-users and administrators alike to tailor the specific business needs. In addition, by using application-based tools, all customization upon system upgrade eliminating timely re-tooling, conversions or typically required from other systems. Application Customization | comization to system to the stomizations | ools are eir are |

Application configuration is maintained with built in toolsets, auxiliary programs, and parameter files for each module. This provides clients with the ability to highly customize Tyler's solutions to their specific operations without the need for custom programming efforts that can cause difficulty applying new releases. All configuration changes are stored in the customer database and not affected by new releases.

Tyler maintains and supports all software source modifications with a proven release life cycle.

User groups, forums, and direct customer feedback through Tyler's enhancement program allow clients to influence changes and improvements to the application. Tyler also has a professional services department that can be contracted for customizations to the system.

Screen Customization

Tyler applications are commercial-off-the-shelf solutions that offers various levels of customization through end-user configuration tools. Many applications can be customized by adding and removing system fields, adding user-defined fields, and renaming field labels. Dashboards offers a variety of configurable and extensible components that allow end users to visualize metrics and KPIs. Customizations are performed using integrated application controls to ensure changes are not impacted by application upgrades.

User Defined Fields

User defined fields are one of the primary methods users can customize Tyler's solutions to their specific needs and business practices. Administrative options include the order of the field, screen name, data type, size, status, requirement, and tool tip. A customizable code table exists for any drill down data types.

User Defined fields are typically presented to the end user in a dedicated tab on application screens. All fields and associated codes are contained in the client database and are not impacted by patches or upgrades.

2. How are local customizations or configurations maintained when installing new releases of the Vendor's software?

Application configuration is maintained with built in toolsets, auxiliary programs, and parameter files for each module. This provides clients with the ability to highly customize Tyler's solutions to their specific operations without the need for custom programming efforts that can cause difficulty applying new releases. All configuration changes are stored in the customer database and not affected by new releases.

Tyler maintains and supports all software source modifications with a proven release life cycle.

- Please specify the nature and conditions of any post-implementation support options including:
- Post-go live support that is included in the proposal response

Tyler's project team resources will assist your team through the transition from implementation to live processing. Project team members will assist during the cut to production environment, as well as during identified critical process during the first 30 - 45 days of production.

Tyler Post Live Support

As each project phase approaches production cutover, your team is introduced to a Support Account Manager. This is done approximately 30-60 days prior to going live on a project phase to allow for this new resource to be brought up to speed on all project activities, issues, and concerns. Following implementation, clients are faced with a year of many Tyler firsts. The Support Account Manager sets obtainable goals and develops a detailed plan for successful navigation of these firsts. They also address any challenges that arise during the process, ensuring successful and productive use of Tyler products.

Through this transitional program, clients learn about the different departments within Tyler, how each department operates, and how best to resolve issues before they reach a critical point. To ensure a successful client experience, the Support Account Manager uses proven Project Management methodologies to develop a transition plan focused on helping clients navigate their way through a successful first live year on Tyler applications. This service is not intended to replace Support, Systems Management, Implementation, Sales or Development, but serves to enhance these services provided by Tyler. In short, the Support Account Manager educates Tyler clients on how to effectively help themselves.

• Onsite support (e.g. system tuning, application configuration, interface issues, report development, network optimization, user training and tips to optimize the user experience)

Support conducts all its services remotely utilizing Citrix Go to Assist and Go to Meeting technology. There are other resources available to your team for support, such as the Knowledgebase, eLearning tutorials, on-line classes, and regional and national user groups. If on-site services are needed after Go Live, they would be handled by implementation. Please reference below for a complete Munis technical support overview.

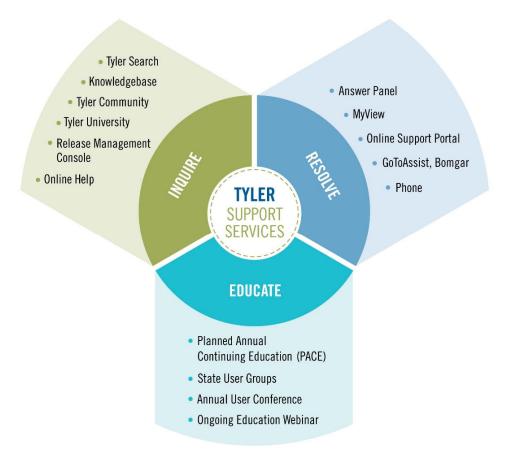
- Telephone support,
- Help Desk services (If there is a service level agreement for your help desk, please provide a copy with your RFP response.)
- Toll-free support line and hours of operation

7.2 Technical Services

Our mission is to deliver superior service by providing a timely response, issue resolution and operational support, resulting in a high-level of client satisfaction. Unlike some companies who outsource their application support to a third party, Tyler offers a complete solution of customer support services provided by our in-house experts.

Transparency is important, that's why every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident and each incident is assigned a priority number, which corresponds to your needs and deadlines. Clients can track the progress of these incidents online using Tyler's support portal.

Tyler provides online and continuing education resources for our clients, including but not limited to the following resources.



- Tyler Search an online query tool that provides answers for your questions by culling through all Tyler's online resources using Knowledge Centered Service
- Tyler Knowledgebase- a documentation library in a single, easily accessible location
- *Tyler Community* Tyler's online forum available 24/7
- *Tyler University* Tyler's e-learning solution to enhance support and training of your employees using your data
- *Tyler Release Management Console* Shows all release version information, with a summary of each release and associated enhancements, open, closed and non-critical issues
- Online Help- context sensitive field help and procedural information to assist your team in completing program tasks
- Answer Panel- As you begin entering your case details, Tyler Search presents results in the panel that matches your question. Answers provided are the most relevant to your question, regardless of the source of the information.

- MyView- MyView is a screen capture tool to give Support more information to assist clients with a case. The recording is linked to the case and visible in the Online Support Incidents portal.
- Online Support Portal- log or manage incidents and attach documentation and screenshots
- GoToAssist & Bomgar- remote assistance from Support used to connect to your desktop
- Phone- Tyler provides a dedicated 800 number that places no limits on who from your team may contact Support, or the number of calls placed
- State User Groups forums organized by Tyler staff and attended by existing clients to get the latest information on Tyler products
- Annual Conference Tyler Connect features online courses taught by Tyler subject matter experts hosted in a different city each year

7.2.1 Focused by Application

Regardless of how your team contact us, we are here to help. Tyler Technical Support is divided into application specific teams to enable product specialization and provide timely resolution of support incidents. This application specific approach allows our Technical Support Representatives to focus on a small group of applications offering a high level of product expertise to our clients. Customer support's goal is to return all requests for Support within one business hour.

| SUPPORT TEAM | STANDARD Days | STANDARD Hours |
|--|--|------------------------|
| Munis Financials | Monday — Friday | 8:00 ам $-9:00$ РМ EST |
| Munis Payroll/HR | Monday — Friday | 8:00 AM — 9:00 PM EST |
| Federal and State Reporting | Monday — Friday | 8:00 AM — 6:00 PM EST |
| Munis Other Revenue & Collections | Monday — Friday | 8:00 AM — 6:00 PM EST |
| Munis Tax Billing & Collections | Monday — Friday | 8:00 ам $-6:00$ РМ EST |
| Munis Utility Billing & Collections | Monday — Friday | 8:00 AM — 8:00 PM EST |
| Tyler Forms, Content Manager & Reporting Services | Monday — Friday | 8:00 ам — 9:00 рм EST |
| Tyler Systems Management* | Monday — Friday | 8:00 AM — 9:00 PM EST |
| Tyler Systems Management SaaS** | Monday — Friday | 8:00 ам $-6:00$ РМ EST |
| Support resources are available 8:00 $_{\mbox{\scriptsize AM}}-5{:}00$ $_{\mbox{\scriptsize PM}}$ across for and staffing is consistent to support the volume of cases t | and the second s | |

^{*}Tyler Systems Management is available one Saturday per month for upgrades.

• Users group (i.e. - information about it, where it is held and when. If no, are you planning one?

^{**}on call service after hours

7.2.2 State User Groups

Tyler clients benefit from networking and peer-to-peer collaboration through state user groups. The majority of user groups are run by clients, who set the meeting agenda, location and frequency, assign topics, and involve the Tyler resources they need. In large states, there may be several user groups or different sessions planned.

Tyler provides staff to demonstrate new functionality and assist with materials and collateral. During the sessions, Tyler representatives collect important feedback and report back to product managers. Many clients form lasting connections with other users within these groups and help to make each other better users of their software.

7.2.3 Annual User Conference

Each year Tyler hosts an annual user conference, which brings together staff and clients from across all Tyler products. Tyler has appropriately named our conference Connect, and each year thousands of clients come to learn about Tyler, our products, and to connect with peers and staff. This premier event helps clients get the maximum use of their Tyler software. Clients can learn more about existing or proposed functionality through dozens of classes over several days. Development product managers attend the event to share their plans for the next upgrade and to solicit feedback from clients.

Tyler was able to quickly pivot in the spring of 2020, with the global pandemic, to move all our classes virtually. As of this year, Tyler has over 4700 registrants and over 600 classes being offered on our virtual platform for our annual conference.

Our clients' input from past conferences continues to significantly impact the direction of software enhancements and changes. Client attendance each year ensures that appropriate needs are reflected in product development strategies. Connect is held in different locations every year to accommodate our geographically diverse client base and to provide fresh and exciting activities for our clients outside of the classes and labs.

• Online knowledgebase (i.e. – how it is accesses, who updates it, etc.)

7.2.4 Knowledgebase

The KnowledgeBase provides users with a single, easily accessible location to find all available documentation related to our software. This tool uses a user-friendly search screen which can be accessed through the Support website. Search criteria include the ability to filter by version, search for key words, include only certain types of documentation, or perform system wide searches. Provided through the KnowledgeBase are process documents, file layouts, user guides, installation manuals, setup documents, system administrator documents, data schemas, training exercises, e-learning classes and much more. More than 90% of the documents available are in MS Word format so that they can be easily customized for use in training materials, custom documentation, or process checklists.

• Describe your maintenance programs and options with associated pricing.

7.2.5 Application Enhancements

Tyler maintains and supports all programmatic modifications of the Munis ERP system. Modifications typically involve changes or additions in program functionality that affects new, desired results within the Munis programs. Interfaces are modifications involving a program change that allows for a data interchange with another automated system. Because an interface is a form of program modification, each can be completed via the same series of tasks. In the following descriptions and diagram, the terms modification and interface can be used interchangeably.

As part of Tyler's Evergreen Development Philosophy, all modifications are built into a single release code stream and then made available to all customers in a subsequent Munis release. Enhancements and software corrections are fully documented and available on the company website for customers to review. User groups, forums, and direct customer feedback through the Munis enhancement program allow clients to influence changes and improvements to the application.

Client enhancement requests can be submitted as either an Enhancement Suggestion or a Request for Development Quote

7.2.5.1 Product Enhancement Suggestions

Tyler processes client suggestions for programming changes or enhancements by forwarding the detailed submission to the appropriate Product Development team for review. Rather than tracking and responding to each suggestion, our product-specific Strategic Review Committees analyze suggestions throughout the year. During this process, we work to identify patterns within suggestions and to determine areas of the product that may need enhancement. We typically announce planned enhancements for the upcoming release during product-specific forums at the annual Munis User Conference.

7.2.5.2 Request for Development Quote

If program modifications and/or interfaces are necessary for the Munis system, Tyler will provide a dedicated resource to ensure an accurate and timely delivery of the desired functional changes. A Business Analyst is assigned to manage and monitor activities such as discovery calls, definition documents, and delivery milestones. The Business Analyst works closely with Tyler Developers and Implementers, as well as the Client, to reach the goal of a successful modification delivery.

Provided the request is generally consistent with the current direction of the Tyler products, Tyler issues the client a price quote for the enhancement prior to the start of the project. Once the client accepts the quote, the work is then scheduled, completed, and delivered. Most requests are billable at a minimum of three days at \$1,500 per day. This fee includes specification, spec approval, coding, code testing, code delivery, etc. All Professional Services work is rolled into the base product and made available to all clients. Enhancement notification is included in the release notes that accompany every Munis release.

7.2.5.3 Implementation Enhancement Requests

Tyler will provide a quote for the required modification or request more detail, but if elevated to the contract stage will list these modifications as optional, but with a fixed dollar quote. The reason we take this approach is very often in the detailed analysis process that is provided in the beginning of our implementation project, we jointly discover a more effective method of meeting your requirement that does not require a

modification. By listing these modifications as optional, we do not need to initiate a change order and you do not have a contractual commitment for a service you did not need.

Describe and provide pricing for any "software as a service" (SaaS) model that you offer (where there is no up-front license fee, but instead a monthly charge which may include maintenance).

Please refer to the attached pricing forms for Tyler's SaaS pricing. Tyler's subscription is a set Annual fee, flattening the peaks and valleys associated with the acquisition of software and services. Subscribing dramatically lowers initial costs. Munis SaaS provides a consistent cost that can be easily budgeted for the duration of the agreement. Maintenance and Support are included in the annual SaaS fee.

The Munis SaaS model is proven, reliable, available, and secure. There are no code changes to the client or server without proper notification.

- System Administration: Tyler performs daily administrative tasks. Tyler handles the installation, upgrade, support, and file maintenance of the Munis application and database servers, operating system, and infrastructure.
- Security Administration: Tyler provides secure data transmission paths from each client's workstation to the Munis applications. User IDs, passwords, and application access rights are administered by Tyler with the client's final approval.
- Streamlined Account Management: Tyler offers flexible integration options with both Azure AD and ADFS, streamlining credential management.
- Hardware Performance Maintenance: Tyler supplies and maintains all necessary hardware, providing workstation and API access to the Munis applications at standard industry performance levels. All repairs, upgrades, and replacements to server hardware are the responsibility of Tyler.
- Disaster Recovery and Fault Tolerance: Tyler backs up all system and data files and stores them in a secure off-site location. Tyler has fully redundant systems with no single point of failure.

Client References Section 8

4.8 Client References (Section 8)

The Vendor must provide at least five local government references (preferably one from Ohio) from clients that are similar in size and complexity to West Chester Township. The format for Vendor references is provided in Client Reference form in the RFP FORMS attachment of this RFP of this RFP. In addition, West Chester Township requests a listing of all municipal clients, and at least one reference must be a vendor hosted / cloud deployment. If the vendor is proposing a third-party solution to accommodate Core/required scope, the vendor must include at least one reference where you have successfully integrated with the thirdparty solution previously for a similar project/scope.

Client Reference Form 8.1

| Vendor name: | Tyler Technologies |
|--------------------------------|--|
| Customer name: | City of Delaware, OH |
| Customer contact: | Susie Daily, Chief Information Officer |
| Customer phone number: | (740) 203-1277 |
| Customer E-mail address | sdaily@delawareohio.net |
| System which Solution Replaced | Civica CMI |

Describe Nature of Project and Services Provided to This Client:

In 2019, the City of Delaware purchased and implemented Tyler's Munis solution to manage all aspects of its accounting, procurement, human capital management, and utility billing needs. Munis enables fast access to information, simplified reporting, and efficient workflows, which will help Delaware ensure accountability among its staff, make informed decisions, and increase financial transparency in its office and with the community it serves. With Munis Human Capital Management™, Delaware will be able to simplify its human resources (HR) and payroll processes, integrate all employee data in one system, and manage documents completely electronically, reducing paper and storage costs.

In addition to managing financials and HR processes, the city also benefits from comprehensive time, attendance, and scheduling tracking from Tyler's ExecuTime™ solution. Staff will be able to easily manage time-off requests, automate payroll software integration, and track a variety of pay codes all at once. The integration between Munis and ExecuTime will help eliminate dual entry between timekeeping and payroll and address the common challenges associated with managing multiple sets of security.

Configuration of Solution Implemented (Hardware, Software):

| Vendor name: | Tyler Technologies |
|--------------------------------|--|
| Customer name: | City of Mentor, OH |
| Customer contact: | Bonnie Lingafelter, Assistant Finance Director |
| Customer phone number: | (440) 974- 5777 |
| Customer E-mail address | lingafelter@cityofmentor.com |
| System which Solution Replaced | Harris GEMS |

In 2016, the City of Mentor purchased and implemented Tyler's Munis ERP solution, obtained data conversion services, user training and technical support, software upgrades and annual maintenance capabilities. Tyler provided project management resources leading to the successful implementation of the system. The City identified an innovative and effective solution to meeting its financial management system needs that had the capacity to be migratable to an enterprise content management system. As the City's need for increased capabilities expanded, it was critical for the financial management system to allow the City the flexibility to adapt to new informational needs and workflow processes.

Configuration of Solution Implemented (Hardware, Software):

| Vendor name: | Tyler Technologies |
|--------------------------------|--|
| Customer name: | City of Marysville, OH |
| Customer contact: | Brad Lutz, Finance Director/Deputy City Manager |
| Customer phone number: | (937) 645-7364 |
| Customer E-mail address | blutz@marysvilleoh.org |
| System which Solution Replaced | Software Solutions, Inc. (SSI) |

In 2015, the City of Marysville selected Tyler's Munis ERP solution because it is a comprehensive system that integrates across city departments and is the best fit for the city's current and future ERP needs. By implementing Munis, a system that is sold solely to the public sector and is configured to handle governmental accounting and its unique financial regulations, the city will have a huge advantage toward meeting its goal of following industry best-practices while becoming more efficient and productive.

Configuration of Solution Implemented (Hardware, Software):

| Vendor name: | Tyler Technologies |
|--------------------------------|---|
| Customer name: | Clermont County, OH |
| Customer contact: | Christopher Mehlman, Deputy Director of |
| | Financial Operations |
| Customer phone number: | (313) 732-7576 |
| Customer E-mail address | cmehlman@clermontcountyohio.gov |
| System which Solution Replaced | Custom In-House |

Clermont County purchased and implemented Tyler's Munis ERP solution, obtained data conversion services, user training and technical support, software upgrades and annual maintenance capabilities. Tyler provided project management resources leading to the successful implementation of the system.

Clermont County first became a Tyler client in 1995 when it purchased Tyler's iasWorld tax and appraisal software. In 2003, the county broadened the relationship by selecting Tyler to perform property appraisal services.

In 2009, Clermont County has invested in a wide range of Tyler's MUNIS financial and human resource applications with the goal of improving its business operations through the automation of processes, enhanced tracking and reporting, and workflow features offered by the solution.

Using Tyler's role-tailored dashboard, Clermont County department heads have convenient access to budgetary, payroll and staffing information in Tyler's system, eliminating the need to request data from within their department or from other offices.

Human resources is another area in which Clermont County increased efficiency by employing Tyler's solution. Tyler's applications are designed to ease applicant tracking, making it possible to build personnel records once an applicant is hired and eliminating the need for duplicate entries by staff. The county also completely automated its payroll process, as well as provide employees with access to information and services through the self-service function of MUNIS Payroll.

Configuration of Solution Implemented (Hardware, Software):

| Vendor name: | Tyler Technologies |
|--------------------------------|---------------------------------|
| Customer name: | City of Dublin, OH |
| Customer contact: | Maria Renzetti, Project Lead/IT |
| Customer phone number: | (614) 410-4452 |
| Customer E-mail address | mrenzetti@dublin.oh.us |
| System which Solution Replaced | CentralSquare/SunGard |

In 2015, Tyler Technologies, Inc. contracted with the City of Dublin for Tyler's Munis® enterprise resources planning (ERP) solution. The agreement includes software licenses, related professional services, maintenance and support.

Tyler's Munis applications provides the City of Dublin with the integration necessary to share data across departments and eliminate manual processes.

To help meet its goals, the city chose multiple Munis applications, including financial management and human resources and payroll capabilities. The integrated solution also incorporates employee self-service and content management which will help increase efficiencies in the city's business operations.

| Configuration of Solution I | plemented | (Hardware | e, Software | :): |
|-----------------------------|-----------|-----------|-------------|-----|
|-----------------------------|-----------|-----------|-------------|-----|

On-Premise:

VMware

SQL 2014 Standard

MS 2012 R2 Server

Subscription and Maintenance Agreements Section 9

4.9 Subscription and Maintenance Agreements (Section 9)

Sample subscription and maintenance agreements must be provided in this part of the Vendor's response for all components of the recommended solution. Indicate the basis on how subscription fees are determined.

Please see attached Sample subscription agreement.

The Munis licenses are based upon specific metrics. Financial, Revenue and Productivity applications are based upon annual operating budget; Payroll & Human Resource applications are based upon number of W-2's in most recent year. Pricing for Tyler's Executime suite is based on the number of employees as well as employees who may need access to the Executime Advanced Scheduling module; typically, public safety, public works, etc.

 How are local customizations or configurations maintained when installing new releases of the Vendor's software? Describe the level of support that the Vendor provides to West Chester Township for identifying, validating, and testing scripts related to the latest software release.

Application configuration is maintained with built in toolsets, auxiliary programs, and parameter files for each module. This provides clients with the ability to highly customize Tyler's solutions to their specific operations without the need for custom programming efforts that can cause difficulty applying new releases. All configuration changes are stored in the customer database and not affected by new releases.

Tyler maintains and supports all software source modifications with a proven release life cycle.

User groups, forums, and direct customer feedback through Tyler's enhancement program allow clients to influence changes and improvements to the application. Tyler also has a professional services department that can be contracted for customizations to the system.

9.1 Sample License Agreement

Please reference the Sample License Agreement on the following pages.



SOFTWARE AS A SERVICE AGREEMENT¹

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

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

SECTION A – DEFINITIONS

- "Agreement" means this Software as a Services Agreement.
- "Business Travel Policy" means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- "Client" means INSERT CLIENT NAME.
- "Data" means your data necessary to utilize the Tyler Software.
- "Data Storage Capacity" means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- "Defect" means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- "Defined Users" means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary.
- "Developer" means a third party who owns the intellectual property rights to Third Party Software.
- "Documentation" means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- "Effective Date" means the date by which both your and our authorized representatives have signed the Agreement.
- "Force Majeure" means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.

¹ HIGHLIGHTED PROVISIONS INDICATE PROVISIONS THAT MAY OR MAY NOT APPLY TO THE PARTICULAR CLIENT/CONTRACT. DURING CONTRACT NEGOTIATIONS, THOSE PROVISIONS WILL BE ADJUSTED AS NECESSARY.



1

- "Investment Summary" means the agreed upon cost proposal for the products and services attached as Exhibit A.
- "Invoicing and Payment Policy" means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- "SaaS Fees" means the fees for the SaaS Services identified in the Investment Summary.
- "SaaS Services" means software as a service consisting of system administration, system
 management, and system monitoring activities that Tyler performs for the Tyler Software, and
 includes the right to access and use the Tyler Software, receive maintenance and support on the
 Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and
 archiving. SaaS Services do not include support of an operating system or hardware, support
 outside of our normal business hours, or training, consulting or other professional services.
- "SLA" means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- "Statement of Work" means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- "Support Call Process" means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- "Third Party Hardware" means the third party hardware, if any, identified in the Investment Summary.
- "Third Party Products" means the Third Party Software and Third Party Hardware.
- "Third Party Services" means the third party services, if any, identified in the Investment Summary.
- "Third Party Software" means the third party software, if any, identified in the Investment Summary.
- "Third Party Terms" means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as <u>Exhibit D</u>.
- "Tyler" means Tyler Technologies, Inc., a Delaware corporation.
- "Tyler Software" means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- "we", "us", "our" and similar terms mean Tyler.
- "you" and similar terms mean Client.

SECTION B - SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such



software available to you for download.

2. <u>SaaS Fees</u>. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).

3. Ownership.

- 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
- 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
- 4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
- 5. <u>Software Warranty</u>. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.

6. SaaS Services.

- 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.
- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In



- either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.
- 6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.
- 6.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.8 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.9 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.10 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating



to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at https://www.tylertech.com/about-us/compliance, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C - PROFESSIONAL SERVICES

- Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in our industry standard implementation plan/ the Statement of Work. We will finalize that documentation with you upon execution of this Agreement.
- 2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
- 3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
- 4. <u>Cancellation</u>. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
- 5. <u>Services Warranty</u>. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
- 6. <u>Site Access and Requirements</u>. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
- 7. <u>Background Checks</u>. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and



security policies.

- 8. <u>Client Assistance</u>. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
- 9. <u>Maintenance and Support</u>. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
 - 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
 - 9.2 provide support during our established support hours;
 - 9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

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

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-



current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D - THIRD PARTY PRODUCTS

- 1. <u>Third Party Hardware</u>. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
- 2. <u>Third Party Software</u>. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
- 3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
- 4. <u>Third Party Services</u>. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

- 1. <u>Invoicing and Payment</u>. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
- 2. <u>Invoice Disputes</u>. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.



SECTION F – TERM AND TERMINATION

- 1. <u>Term</u>. The initial term of this Agreement is three (3) years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
- 2. <u>Termination</u>. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 <u>For Cause</u>. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
 - 2.3 <u>Force Majeure</u>. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4 <u>Lack of Appropriations</u>. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

- 1. <u>Intellectual Property Infringement Indemnification</u>.
 - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
 - 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final



- judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.
- 3. <u>DISCLAIMER</u>. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 4. <u>LIMITATION OF LIABILITY</u>. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL



TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).

- 5. EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 6. <u>Insurance</u>. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H - GENERAL TERMS AND CONDITIONS

- 1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
- 2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
- 3. <u>Dispute Resolution</u>. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
- 4. <u>Taxes</u>. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt



certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

- 5. <u>Nondiscrimination</u>. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
- 6. <u>E-Verify</u>. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
- 7. <u>Subcontractors</u>. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
- 8. <u>Binding Effect; No Assignment</u>. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
- 9. <u>Force Majeure</u>. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
- 10. <u>No Intended Third Party Beneficiaries</u>. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
- 11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
- 12. <u>Severability</u>. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent



permitted by law.

- 13. <u>No Waiver</u>. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
- 14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
- 15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
- 16. <u>Client Lists</u>. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
- 17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
- 18. <u>Business License</u>. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.



- 19. <u>Governing Law</u>. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
- 20. <u>Multiple Originals and Authorized Signatures</u>. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
- 21. <u>Cooperative Procurement</u>. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
- 22. <u>Contract Documents</u>. This Agreement includes the following exhibits:

Exhibit A Investment Summary

Exhibit B Invoicing and Payment Policy

Schedule 1: Business Travel Policy

Exhibit C Service Level Agreement

Schedule 1: Support Call Process

Exhibit D Third Party Terms

Exhibit E Statement of Work

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

| Tyler Technologies, Inc. | INSERT CLIENT NAME |
|--------------------------------|----------------------|
| Ву: | Ву: |
| Name: | |
| Title: | Title: |
| Date: | Date: |
| Address for Notices: | Address for Notices: |
| Tyler Technologies, Inc. | INSERT CLIENT NAME |
| One Tyler Drive | CLIENT ADDRESS |
| Yarmouth, ME 04096 | ADDRESS |
| Attention: Chief Legal Officer | Attention: |





Exhibit A Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Tyler sales quotation to be inserted prior to Agreement execution.

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Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

<u>Invoicing</u>: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

- 1. <u>SaaS Fees</u>. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
- 2. Other Tyler Software and Services.
 - 2.1 VPN Device: The fee for the VPN device will be invoiced upon installation of the VPN.
 - 2.2 Implementation and Other Professional Services (including training): Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.²
 - 2.3 Consulting Services: If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
 - 2.4 *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.³
 - 2.5 Requested Modifications to the Tyler Software: Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the

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² IF IMPLEMENTATION SERVICES, ETC. ARE QUOTED AS PART OF SAAS FEES, REPLACE THIS TEXT WITH: "IMPLEMENTATION AND CONVERSION SERVICES ARE QUOTED AS PART OF YOUR SAAS FEES, AND WILL BE INVOICED AS SET FORTH ABOVE."

³ REMOVE IF IMPLEMENTATION AND CONVERSION SERVICES FEES ROLLED INTO SAAS FEES.

applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.

2.6 Other Fixed Price Services: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document.

Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

3. Third Party Products.

- 3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
- 3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.
- 3.3 Third Party Hardware: Third Party Hardware costs, if any, are invoiced upon delivery.
- 3.4 *Third Party Services:* Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.
- 3.5 Tyler Notify Minutes and Messages: Tyler Notify Minutes and Messages are invoiced when we make Tyler Notify available to you. Subsequent fees for minutes and messages, at our then-current rates, will be due when you request additional minutes and messages and they are made available to you. Unused minutes and message expire at the end of the applicable annual term.
- 4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.
- 5. <u>Credit for Prepaid Maintenance and Support Fees for Tyler Software</u>. Client will receive a credit for the maintenance and support fees prepaid for the Tyler Software for the time period commencing on the first day of the SaaS Term.⁴

<u>Payment.</u> Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting

tyler tyler

⁴ USE FOR FLIP CONTRACTS WHERE THE SAAS TERM BEGINS BEFORE THE END OF THE ANNUAL MAINTENANCE TERM.

AR@tylertech.com.





Exhibit B Schedule 1 Business Travel Policy

1. Air Travel

A. Reservations & Tickets

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

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

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

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.



2. Ground Transportation

A. Private Automobile

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

B. Rental Car

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

C. Public Transportation

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

D. Parking & Tolls

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

3. Lodging

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

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

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



Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

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

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

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

Departure Day

Depart before 12:00 noon Lunch and dinner

Depart after 12:00 noon Dinner

Return Day

Return before 12:00 noon Breakfast

Return between 12:00 noon & 7:00 p.m. Breakfast and lunch

Return after 7:00 p.m.* Breakfast, lunch and dinner

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

Breakfast 15% Lunch 25% Dinner 60%

B. Same Day Travel

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

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



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

5. Internet Access – Hotels and Airports

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

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.





Exhibit C Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: (Service Availability – Downtime) ÷ Service Availability.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, Denial of Service attacks and Force Majeure.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned



Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

| Client Relief Schedule | | | | | | |
|------------------------|-------------------------------|--|--|--|--|--|
| Actual Attainment | Client Relief | | | | | |
| 99.99% - 99.50% | Remedial action will be taken | | | | | |
| 99.49% - 98.50% | 2% | | | | | |
| 98.49% - 97.50% | 4% | | | | | |
| 97.49% - 96.50% | 6% | | | | | |
| 96.49% - 95.50% | 8% | | | | | |
| Below 95.50% | 10% | | | | | |

^{*} Notwithstanding language in the Agreement to the contrary, Recovery Point Objective is one (1) hour.

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.





Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

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

- (1) Tyler Website www.tylertech.com for accessing client tools and other information including support contact information.
- (2) Tyler Community available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates where development activity is made available for client consumption

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

| New Year's Day | Thanksgiving Day |
|------------------|------------------------|
| Memorial Day | Day after Thanksgiving |
| Independence Day | Christmas Day |
| Labor Day | |



Issue Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

| Priority Level | Characteristics of Support Incident | Resolution Targets |
|-------------------|---|---|
| 1 Critical | Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions. | Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database. |
| 2 High | Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of Data. | Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted Data is limited to assisting the client in restoring its last available database. |
| 3 Medium | Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure. | Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler's responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database. |



| Priority Level | Characteristics of Support Incident | Resolution Targets |
|-----------------------|---|---|
| 4 Non- critical | Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level. | Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release. |

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.





Exhibit D End User License Agreement⁵

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⁵ INCLUDE ONLY WHERE TYLERFORMS ARE PART OF LICENSED MODULES.

ATTENTION: THE SOFTWARE PROVIDED UNDER THIS AGREEMENT IS BEING LICENSED TO YOU BY ECLIPSE CORPORATION WSL, INC. (Eclipse Corporation) AND IS NOT BEING SOLD. THIS SOFTWARE IS PROVIDED UNDER THE FOLLOWING AGREEMENT THAT SPECIFIES WHAT YOU MAY DO WITH THE SOFTWARE AND CONTAINS IMPORTANT LIMITATIONS ON REPRESENTATIONS, WARRANTIES, CONDITIONS, REMEDIES, AND LIABILITIES.

DocOrigin

SOFTWARE LICENSE

IMPORTANT-READ CAREFULLY: This End-User License Agreement ("Agreement" or "EULA") is a legal agreement between you (either an individual person or a single legal entity, who will be referred to in this EULA as "You") and Eclipse Corporation WSL, Inc. referred to in this EULA as Eclipse Corporation, for the DocOrigin software product that accompanies this EULA, including any associated media, printed materials and electronic documentation (the "Software"). The Software also encompasses any software updates, add-on components, web services and/or supplements that may be provided to you or made available to you after the date you obtain the initial copy of the Software to the extent that such items are not accompanied by a separate license agreement or terms of use. If you receive the Software under separate terms from your distributor, those terms will take precedence over any conflicting terms of this EULA.

By installing, copying, downloading, accessing or otherwise using the Software, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, do not install, access or use the Software; instead, you should remove the Software from all systems and receive a full refund.

IF YOU ARE AN AGENT OR EMPLOYEE OF ANOTHER ENTITY YOU REPRESENT AND WARRANT THAT (I) THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS DULY AUTHORIZED TO ACCEPT THIS AGREEMENT ON SUCH ENTITY'S BEHALF AND TO BIND SUCH ENTITY, AND (II) SUCH ENTITY HAS FULL POWER, CORPORATE OR OTHERWISE, TO ENTER INTO THIS AGREEMENT AND PERFORM ITS OBLIGATIONS HEREUNDER.

1. LICENSE TERMS

- 1.1 In this Agreement a "License Key" means any license key, activation code, or similar installation, access or usage control codes, including serial numbers digitally created and or provided by Eclipse Corporation, designed to provide unlocked access to the Software and its functionality.
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- 1.3 Development and Testing Licenses. Development and testing licenses are available for purchase through authorized distributors and resellers of Eclipse Corporation only. Subject to all of the terms and conditions of this Agreement, Eclipse Corporation grants You, a perpetual (subject to termination by Eclipse Corporation due to your breach of the terms of this Agreement), non-exclusive, non-transferable, worldwide



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 - A. Per-CPU. The total number of CPUs on a computer used to operate the Software may not exceed the licensed quantity of CPUs. For purposes of this license metric: (a) CPUs may contain more than one processing core, each group of two (2) processing cores is consider one (1) CPU., and any remaining unpaired processing core, will be deemed a CPU. (b) all CPUs on a computer on which the Software is installed shall be deemed to operate the Software unless You configure that computer (using a reliable and verifiable means of hardware or software partitioning) such that the total number of CPUs that actually operate the Software is less than the total number on that computer. Virtual Machines ("VM's") are considered as a server. Installing and configuring the software on multiple VM's requires one license per VM server. An enterprise license is available upon request. Pricing varies based on the size of the company.
 - B. Per-Document. This is defined as a fee per document based on the total number of documents generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages. A document may contain 1 or more pages. For instance, a batch of invoices for 250 customers may contain 1,000 pages, this will be counted as 250 documents which should correspond to 250 invoices.
 - C. Per-Surface. This is defined as a fee per surface based on the total number of surfaces generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages, the pages may be printed one side (one surface) or duplexed (2 surfaces). The documents may be rendered to a computer file (i.e. PDF), each page placed in the file is considered a surface. A document may contain 1 or more surfaces. For instance, a batch of invoices for 250 customers may contain 500 pages duplexed, this will be counted as 1000 surfaces.
- 1.5 Disaster Recovery License. You may request a Disaster Recovery license of the Software for each production license You have purchased as a failover in the event of loss of use of the production server(s). This license is for disaster recovery purposes only and under no circumstance may the disaster recovery license be used for production simultaneously with a production license with which it is paired.
- 1.6 Backup Copies. After installation of the Software pursuant to this EULA, you may store a copy of the installation files for the Software solely for backup or archival purposes. Except as expressly provided in this EULA, you may not otherwise make copies of the Software or the printed materials accompanying the Software.
- 1.7 Third-Party Software License Rights. If a separate license agreement pertaining to an item of third-party software is: delivered to You with the Software, included in the Software download package, or referenced in any material that is provided with the Software, then such separate license agreement shall govern Your use of that item or version of Third-Party Software. Your rights in respect to any third-party software, third-party data, third-party software or other third-party content provided with the Software shall be limited to those rights necessary to operate the Software as permitted by this Agreement. No other rights in the Software or third-party software are granted to You.



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In certain jurisdictions, some or all of the provisions in this Section may not be effective or the applicable law may mandate a more extensive warranty in which case the applicable law will prevail over this Agreement.



INDEMNIFICATION & LIMITATIONS OF LIABILITY.

- 6.1 Eclipse Corporation shall defend and/or settle at its expense, any claims, actions, allegations or proceedings against You to the extent arising out of or relating to misappropriation or infringement by the Software of any third party's proprietary or intellectual property right ("Claims"), and Eclipse Corporation shall pay all damages finally awarded by a court of competent jurisdiction to such third party against You, or any settlement amounts agreed by Eclipse Corporation; subject to the conditions that, You shall notify Eclipse Corporation promptly of any You Claims, permit Eclipse Corporation to control the defense and settlement of such Claims and assist Eclipse Corporation, at Eclipse Corporation's expense, in defending or settling such Claims, Eclipse Corporation shall not be liable for any settlement amounts entered into by You without Eclipse Corporation's prior written approval. If Eclipse Corporation has reason to believe that it would be subject to an injunction or continuing damages based on the Software, then Eclipse Corporation may (and if Eclipse Corporation or any of its customers or third party software suppliers is subject to an injunction or continuing damages based on the Software), then notwithstanding any other provision in this Agreement, Eclipse Corporation shall be entitled to either modify the Software to make it non-infringing and/or remove the misappropriated material, replace the Software or portion thereof with a service or materials that provide substantially the same functionality or information, or, if neither of the foregoing is commercially practicable, require You to cease using the Software and refund to You (a) a pro rata portion of any one (1) time fees (based on a three (3) year, straight-line depreciation schedule from the date of payment), and (b) any fees that have been pre-paid by You but are unused. The foregoing notwithstanding, Eclipse Corporation shall have no liability for a claim of infringement or misappropriation to the extent caused by (i) the combination of the Software with any other service, software, data or products not provided or approved by Eclipse Corporation; or (ii) the use of any material provided by You or any end users, (iii) any breach by You of this Agreement, THE FOREGOING IS ECLIPSE CORPORATION'S SOLE AND EXCLUSIVE LIABILITY, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY INFRINGEMENT OR MISAPPROPRIATION OF ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.
- TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ECLIPSE CORPORATION BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, LEGAL EXPENSES, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOST OR DAMAGED DATA, LOSS OF COMPUTER TIME, COST OF SUBSTITUTE GOODS OR SERVICES, OR FAILURE TO REALIZE EXPECTED SAVINGS OR ANY OTHER COMMERCIAL OR ECONOMIC LOSSES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF ECLIPSE CORPORATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES, OR SUCH LOSSES OR DAMAGES ARE FORESEEABLE.
- 6.2 THE ENTIRE LIABILITY OF ECLIPSE CORPORATION AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE SOFTWARE AND TECHNICAL SUPPORT AND ANY OTHER PRODUCTS OR SERVICES SUPPLIED BY ECLIPSE CORPORATION IN CONNECTION WITH THIS AGREEMENT FOR DAMAGES FOR ANY CAUSE AND REGARDLESS OF THE CAUSE OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE, WILL BE LIMITED IN THE AGGREGATE TO THE AMOUNTS PAID BY YOU FOR THE SOFTWARE, TECHNICAL SUPPORT OR SERVICES GIVING RISE TO THE CLAIM.
- 6.3 THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT. YOU ACKNOWLEDGE THAT BUT FOR THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY, NEITHER ECLIPSE CORPORATION NOR ANY OF ITS LICENSORS OR SUPPLIERS WOULD GRANT THE RIGHTS GRANTED IN THIS AGREEMENT.

7. TERM AND TERMINATION

- 7.1 The term of this Agreement will begin on download of the Software and, in respect of an Evaluation License, shall continue for the Evaluation Period, and in respect of all other license types defined in Section 1, shall continue for as long as You use the Software, unless earlier terminated sooner under this section 7.
- 7.2 Eclipse Corporation may terminate this Agreement in the event of any breach by You if such breach has not been cured within thirty (30) days of notice to You. No termination of this Agreement will entitle You to a refund of any amounts paid by You to Eclipse Corporation or its applicable distributor or reseller or affect any obligations You may have to pay any outstanding amounts owing to Eclipse Corporation or its distributor.



7.3 Your rights to use the Software will immediately terminate upon termination or expiration of this Agreement. Within thirty (30) days of termination or expiration of this Agreement, You shall purge all Software and all copies thereof from all computer systems and storage devices on which it was stored, and certify such to Eclipse Corporation

8. GENERAL PROVISIONS

- 8.1 No Waiver. No delay or failure in exercising any right under this Agreement, or any partial or single exercise of any right, will constitute a waiver of that right or any other rights under this Agreement. No consent to a breach of any express or implied term set out in this Agreement constitutes consent to any subsequent breach, whether of the same or any other provision.
- 8.2 Severability. If any provision of this Agreement is, or becomes, unenforceable, it will be severed from this Agreement and the remainder of this Agreement will remain in full force and effect.
- 8.3 Assignment. You may not transfer or assign this Agreement (whether voluntarily, by operation of law, or otherwise) without Eclipse Corporation's prior written consent. Eclipse Corporation may assign this Agreement at any time without notice. This Agreement is binding upon and will inure to the benefit of both parties, and their respective successors and permitted assigns.
- 8.4 Governing Law and Venue if You are located in the USA. This Agreement shall be governed by the laws of the State of Texas if You are located in the USA. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the State of Texas shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.
- 8.5 Governing Law and Venue if You are not located in the USA. This Agreement shall be governed by the laws of the Province of Ontario in Canada if You are not located in the USA. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the Province of Ontario in Canada shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.
- 8.6 Entire Agreement. This Agreement is the entire understanding and agreement between You and Eclipse Corporation with respect to the subject matter hereof, and it supersedes all prior negotiations, commitments and understandings, verbal or written, and purchase order issued by You. This Agreement may be amended or otherwise modified by Eclipse Corporation from time to time and the most recent version of the Agreement will be available on the Eclipse Corporation website www.docorigin.com.

Last Updated: July 22, 2017





Exhibit E Statement of Work

Statement of Work, if applicable, to be inserted prior to Agreement execution.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/26/2021

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.

IMPORTANT: 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, ificate holder in lieu of such endors | certain po | olicies may require an endo | rsement. A statem | | | - | |
|---|---|------------|-----------------------------|--|----------------------------|------------------|-----|-----------|
| PRODU | CER | | | CONTACT Moira C | rosby | | | |
| Hays | Companies Inc. | | PHONE (A/C, No, Ext): | | FAX (A/C, No |): | | |
| 133 | Federal Street, 4th Floor | | | E-MAIL ADDRESS: mcrosby | @hayscompa | anies.com | | |
| | | | | IN | SURER(S) AFFOR | RDING COVERAGE | | NAIC # |
| Bost | on MA 02 | 110 | | INSURER A : Hartfo | rd Fire In | surance Company | | 19682 |
| INSURE | D | | | INSURER B: Hartford Casualty Insurance Company | | | | 29424 |
| Tyle | r Technologies, Inc. | | | INSURER C: Lloyds of London Syndicates | | | | 4000 & |
| 5101 | Tennyson Parkway | | | INSURER D : | 9667 & | | | |
| | | | | INSURER E : | | | | 1686 |
| Plan | o TX 75 | 024 | | INSURER F: | | | | |
| COVE | RAGES CEF | RTIFICAT | E NUMBER:21-22 GL A | uto UMB WC | | REVISION NUMBER: | | |
| 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. | | | | | | | | |
| INSR LTR | TYPE OF INSURANCE | ADDL SUB | | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIM | ITS | |
| | COMMERCIAL GENERAL LIABILITY | | | , | | EACH OCCURRENCE | \$ | 1,000,000 |
| Δ . | CLAIMS-MADE X OCCUR | | | | | DAMAGE TO RENTED | s | 1,000,000 |

| LTR | | TYPE OF INSURANCE | INSD | WVD | POLICY NUMBER | (MM/DD/YYYY) | (MM/DD/YYYY) | LIMIT | S | |
|------|--|---|-------|-----|------------------|--------------|--------------|---|----|--------------|
| | х | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | \$ | 1,000,000 |
| A | | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ | 1,000,000 |
| | | | | | 08UENAY8572 | 4/1/2021 | 4/1/2022 | MED EXP (Any one person) | \$ | 10,000 |
| | | | | | | | | PERSONAL & ADV INJURY | \$ | 1,000,000 |
| | GEN | I'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | \$ | 2,000,000 |
| | Х | POLICY PRO- JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | \$ | 2,000,000 |
| | | OTHER: | | | | | | | \$ | |
| | AU1 | OMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | \$ | 1,000,000 |
| A | Х | ANY AUTO | | | | | | BODILY INJURY (Per person) | \$ | |
| | | ALL OWNED SCHEDULED AUTOS | | | 08UENAY8572 | 4/1/2021 | 4/1/2022 | BODILY INJURY (Per accident) | \$ | |
| | Х | HIRED AUTOS X NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | \$ | |
| | | | | | | | | | \$ | |
| | Х | UMBRELLA LIAB OCCUR | | | | | | EACH OCCURRENCE | \$ | 25,000,000 |
| В | | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | \$ | 25,000,000 |
| | | DED RETENTION \$ | | | 08XHUAZ8392 | 4/1/2021 | 4/1/2022 | | \$ | |
| | | KERS COMPENSATION EMPLOYERS' LIABILITY | | | | | | X PER OTH- STATUTE ER | | |
| | ANY | PROPRIETOR/PARTNER/EXECUTIVE CER/MEMBER EXCLUDED? | N/A | | | | | E.L. EACH ACCIDENT | \$ | 1,000,000 |
| В | (Mar | datory in NH) | 147.4 | | 08WBAK8AGK | 4/1/2021 | 4/1/2022 | E.L. DISEASE - EA EMPLOYEE | \$ | 1,000,000 |
| | If yes | s, describe under CRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - POLICY LIMIT | \$ | 1,000,000 |
| С | Cyl | per/Privacy Prof Liab | | | B0621PTYLE000220 | 12/17/2020 | 12/17/2021 | Primary Limit | | \$10,000,000 |
| С | Cyl | per/Privacy Prof Liab | | | B0621PTYLE000320 | 12/17/2020 | 12/17/2021 | Excess Limit | | \$10,000,000 |
| | | | | | | | | | | |
| DESC | DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) | | | | | | | | | |

CERTIFICATE HOLDER CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN Evidence of Insurance ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

James Hays/MCROSB

COMMENTS/REMARKS

| Cyber/Privacy Professional Liability Policy #B0621PTYLE001220 Effective 12/17/2020-12/17/2021 Lloyds of London Syndicates Excess Limit \$10,000,000 (Excess of Cyber Policy Limit of \$10,000,000) | t of \$10,000,000 and Excess |
|--|-----------------------------------|
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| OFREMARK | COPYRIGHT 2000, AMS SERVICES INC. |

Section 10 Exceptions and Deviations

4.10 Exceptions and Deviations (Section 10)

If the Vendor finds it impossible or impractical to adhere to any portion of these specifications and all attachments, it shall be so stated in its proposal, with all deviations grouped together in a separate section entitled, "exceptions/deviations from proposal requirements." This section will be all-inclusive and will contain a definition statement of each and every objection or deviation with adherence to specific RFP sections. Objections or deviations expressed only in other parts of the proposal, either directly or by implication, will not be accepted as deviations, and the Vendor in submitting a proposal, will accept this stipulation without recourse.

West Chester, OH

Enterprise Resource Planning Software and Implementation Services RFP Exceptions

Tyler Statement Regarding Exceptions to the Aforementioned Procurement Document(s)

Tyler's Proposal is based on the delivery of the requested software and services according to Tyler's standard implementation methodology and Tyler's standard contracts. That methodology, and those contracts, have been refined and enhanced over Tyler's many years of operation in the public sector information technology market. Tyler's submission of its Proposal does not constitute a waiver of Tyler's right to negotiate any and all terms to the mutual satisfaction of the parties.

Tyler is providing "exceptions" to the procurement terms and conditions for your review. This representative list does not negate any of the expectations Tyler has stated above.

- Contract Considerations. Tyler reserves the right to negotiate any and all terms to the mutual satisfaction of the parties. Tyler expects to use the standard Tyler contract as the basis for beginning contract negotiations, as it contains language specific to the software industry, such as license grant/SaaS Services, restrictions and intellectual property infringement. Therefore, these exceptions are submitted in replace of a redlined version of the example Master Services Agreement. Tyler recognizes that there may be clauses of particular importance to the Client that may not be included in the Tyler contract. Tyler is amenable to accommodating the Client's contract requests by incorporating mutually agreed clauses into the Tyler contract. Tyler's standard contract(s) are included for your reference. To the extent you request to incorporate your bid documents and our proposal documents into the contract package, we will agree to do so as long as the order of priority is (a) the final, negotiated contract; (b) our proposal documentation; and (c) your bid documentation. (Entire RFP, 6.1.3, 6.1.5, 6.2.1, 6.2.6)
- **Pricing.** Unless expressly indicated otherwise, our Proposal contains estimates of the amount of services and associated expenses needed, based on our understanding of the size and scope of your project. The actual amount of services and expenses depends on such factors as your level of involvement in the project and the speed of knowledge transfer. If required, we will provide a not-to-exceed quote once the scope of services has been finalized. Unless noted otherwise, our services rates do not include travel expenses, which are separately estimated. Unless expressly indicated otherwise, the fees we have quoted do not include any taxes. (6.1.16, 6.1.17, 6.4.5, 6.4.15, 6.5.12, 6.15.13)
- **Payment Terms.** Tyler's standard payment terms are set forth in the Invoicing and Payment Policy (Exhibit B) to the standard Tyler contract. Payment shall be made within 45 days of receipt of invoice. (6.3.10, 6.4.17)

- Applicable Law. Tyler agrees to comply with applicable laws and mutually agreed to Client policies/procedures. Tyler reserves the right to discuss in good faith which laws and policies/procedures the Client considers applicable, and to identify those in the contract. To the extent compliance requires a modification to the Tyler software, Tyler will provide that modification according to the provisions in the Tyler contract or as otherwise agreed to by the parties. Tyler will comply with the ADA in its employment practices. Tyler has included information regarding the accessibility features of our proposed software, but reserves the right to negotiate the applicability of the ADA or other similar laws/regulations/policies to Tyler's software. (6.1.9, 6.1.13, 6.2.10, 6.3.4)
- **Project Plan.** Tyler's Proposal includes a sample project plan. Tyler reserves the right to negotiate project timelines and will deliver the actual project plan upon obtaining further information from the Client. (6.4.4)
- **Personnel.** Tyler will provide information on representative Tyler personnel. We are unable to assign personnel to a project until Tyler is selected and a contract is signed, in an effort to most effectively use resources. Tyler reserves the sole right to assign and reassign project personnel but will use commercially reasonable efforts to maintain consistency of project personnel. (4.6)
- **Acceptance.** Tyler is willing to negotiate a mutually agreeable acceptance process based on warranted functionality. (6.4.4, 6.4.6)
- Indemnification. Tyler shall defend, indemnify and hold harmless the Client from and against any and all third party direct claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) for personal injury or property damage arising from Tyler's negligence or willful misconduct; a breach of Tyler's confidentiality obligations arising from Tyler's negligence or willful misconduct; or Tyler's violation of a law applicable to Tyler's performance under the contract. The Client must notify Tyler promptly in writing of the claim and give Tyler sole control over its defense or settlement. The Client agrees to provide Tyler with reasonable assistance, cooperation, and information in defending the claim at Tyler's expense. Tyler will defend, indemnify, and hold harmless the Client from third-party claims that the Tyler software and/or documentation infringes an intellectual property right in accordance with Section H(1) of Tyler's standard contract. (6.1.7, 6.2.3, 6.2.4, 6.2.5)
- **Insurance.** We agree to secure our insurance from a carrier with a minimum AM Best rating of A-:VII. Tyler's insurance program is established at a corporate level and is not subject to change on an individual customer basis. Tyler's insurer evidences Tyler's insurance coverage using a standard Acord form. The coverage limits set forth on our certificate of insurance do not apply separately. Copies of Tyler's insurance policies are only made available in the event a claim is disputed or denied. Tyler will disclose its deductibles upon written request, but those deductibles are not subject to customer approval. Tyler is well-positioned financially to satisfy its deductibles. At your request during contract negotiations, we will add language to the insurance provision that adds you as an additional insured to our commercial general liability and auto liability policy for claims arising out of or relating to the contract, which automatically affords you the same status under our excess/umbrella liability policy. A Certificate of Insurance reflecting that status may be provided at your request after the contract is executed. Our carrier has issued blanket endorsements regarding additional insured status; we do not issue separate endorsements specific to each customer. We agree that our insurance is primary for claims under our CGL or auto policies that arise out of or relate to the contract and are between us and you. If required, Tyler will agree to waive subrogation, but only on claims under our CGL or auto policies that arise out of or relate to the contract and are between us and you, except to the extent the damage or injury is caused by you. If you require it in the contract, we will agree to provide you with notice of cancellation, non-renewal or reduction in our insurance coverages below the minimum requirements set forth in the contract within thirty (30) days thereof. Renewal certificates of insurance will be provided as close as practicable to the date the applicable policy or policies is/are renewed. (6.1.8)
- **Termination.** The Client may terminate the contract for cause in the event Tyler fails to cure a material breach according to the terms of the dispute resolution process set forth in Tyler's standard contract.

The Client will make payment to Tyler for all undisputed products, services and expenses delivered or incurred through the effective date of termination. Payment for disputed products, services and expenses, and the Client's remedies, will be determined through the mutually agreed dispute resolution process. The Client may terminate the contract for non-appropriations on thirty days' prior written notice. Tyler's standard practice is not to include a termination for convenience provision in its contracts, given the significant investments made by both parties to the procurement and implementation. Tyler relies instead on its termination provisions for cause, non-appropriation, and/or force majeure. Upon termination, the Client shall remit payment for all products and services delivered to the Client and all expenses incurred by Tyler prior through the effective date of termination. The Client will not be entitled to a refund or offset of previously paid license and other fees. (6.1.6, 6.1.21, 6.3.3)

- **Dispute Resolution.** Resolution of contract disputes shall be in accordance with the invoice and dispute resolution procedures in the standard Tyler contract. Tyler reserves the right to remove any litigation to a federal court of competent jurisdiction. (6.1.6)
- Warranty. Tyler does not provide implied warranties, including the implied warranties of merchantability and fitness for a particular purpose, as they are subjective. For as long as the Client has a current Maintenance Agreement in place, Tyler warrants that the Tyler software will substantially conform to the functional descriptions of the Tyler software contained in Tyler's Proposal, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current documentation. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the defect as set forth in the Maintenance and Support Agreement. Tyler warrants that it will perform services in a professional, workmanlike manner, consistent with industry standards. In the event Tyler provides services that do not conform to this warranty, Tyler will re-perform the services at no additional cost to the Client. This provides the exclusive remedy available to Client for such breach of warranty. Tyler passes through to its clients all warranties received on third party products. (6.2.3, 6.3.9, 6.4.7, 6.4.8)
- Ownership/Work for Hire. Tyler does not agree to work-for-hire provisions. Tyler retains all intellectual property and confidentiality rights in and to our proprietary and/or confidential information and deliverables. (6.4.1)
- Use and Public Disclosure. The Client may use the Tyler Proposal for its internal reference in evaluating proposals. We reserve the right to protest the public disclosure of our confidential business information/trade secrets but will comply with applicable public records laws. (6.1.9, 6.5.9)
- **Proposal Basis.** Tyler's proposal is based on the information provided in the RFP. Tyler has read and understands the RFP terms and conditions, and Tyler's Proposal is submitted in conformance with those terms and conditions, except as modified by, taken exception to, or as otherwise provided in Tyler's Proposal. (Entire RFP)
- Maintenance & Support/Hosting. Provided the Client pays annual maintenance fees/SaaS Fees on the Tyler software, Tyler will provide maintenance services on the Tyler software for at least five years from contract signing. Tyler will offer support to Client so long as Tyler is making such support generally available to its client base. Support on the Tyler software and any third-party products is available according to the Maintenance Terms, Support Call Process, and Service Level agreement, as applicable, attached to the sample contract as an exhibit. Maintenance fees are payable according to the schedule set forth in the Invoicing and Payment Terms (Exhibit B) of the standard Tyler contract. Tyler reserves the right to suspend delivery of maintenance services for unpaid fees. (6.3 (entire section), 6.5 (entire section))
- **Documentation.** Tyler will make available such documentation as it makes generally available to all clients using the proposed software and services, and reserves the right to provide some or all documentation electronically, including embedding in the Tyler Software. The Documentation is

- licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only. (6.2.2)
- Client List. Contractual limitations prevent Tyler from disclosing certain clients. Tyler has enclosed a representative sample of its client list. (4.8)
- **Confidentiality**. Client and Tyler will mutually maintain the confidentiality of any non-public information obtained during the course of the procurement and any resulting relationship in accordance with the confidentiality provision in Tyler's standard contract. (3.11, 3.12)
- Quantities. When services are quoted and provided on a time and materials basis, the Client may increase or decrease quantities of services purchased at any time. The Client may not decrease quantities of software licensed after contract signing. (3.25)
- **Dun & Bradstreet Report.** The Client may obtain Tyler's Dun & Bradstreet report directly from Dun & Bradstreet. Tyler's DUNs number is 04-108-9293. (4.2)
- Data Protection/Independent Audit Letters. Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Any additional audits require mutual agreement. Tyler will provide notice of data and security breaches if and to the extent required by applicable law. (4.11, 6.5.3)
- Limitation of Liability. Except as otherwise expressly set forth in the Agreement, Tyler's liability for damages arising out of the contract, whether based on a theory of contract or tort, including negligence and strict liability, shall be limited to the client's actual direct damages. (Entire RFP)
- **Exclusion of Damages.** To the maximum extent permitted by law, in no event shall Tyler be liable for any special, incidental, punitive, indirect, or consequential damages whatsoever, even if Tyler has been advised of the possibility of such damages. (Entire RFP)
- **Assignment.** Neither party may assign the contract without the prior written consent of the other party, except that Tyler may, without the prior written consent of the client, assign the contract in its entirety to the surviving entity of any merger or consolidation or to any purchaser of substantially all of Tyler's assets. (6.1.11, 6.1.20)
- **Confidentiality**. Client and Tyler will mutually maintain the confidentiality of any non-public information obtained during the course of the procurement and any resulting relationship in accordance with the confidentiality provision in Tyler's standard contract. (6.1.10)
- **Right to Audit.** The Client may, at its own expense, audit Tyler's books and records relating directly to the contract once per year on one week advance written notice. (6.5.3)
- Successor Software Products. As long as the Client maintains a continuous Maintenance Agreement with Tyler for each of the Tyler software products and (i) in the event a Tyler software product is no longer supported, and (ii) Tyler makes available successor software products (e.g., software products based on a new technical architecture) ("Successor Products") with substantially similar price, features, and functionality to the Tyler software product within five years from contract signing, then the Client, at its sole discretion, may transfer the Tyler software product to the Successor Products, for no additional license fees. In the event the Client elects to transfer the Tyler software products to the Successor Products, the Client shall return to Tyler the Tyler software products and pay the then-current maintenance fees for the Successor Products and fees for

- services and third party hardware and software associated with the transfer to the Successor Products, at the rate(s) charged to other Tyler clients. (6.3.7)
- **Liquidated Damages.** Tyler cannot agree to liquidated damages provisions. Tyler is willing to negotiate a mutually agreeable retention amount on services payments. (6.4.2, 6.4.13)
- **Time is of the Essence.** Tyler does not agree to "time being made of the essence." Tyler will begin and perform services in accordance with the mutually agreed upon implementation plan schedule. (6.4.10)
- **Video and Audio Recording**. Tyler will allow video and audio recording of agreed on sessions once Client and Tyler execute a mutually agreeable NDA. (6.4.16)
- Background Checks. As an employment prerequisite, background checks are run for all Tyler implementation staff. If clients wish to have background checks re-run for assigned onsite staff, Tyler will use its own service provider to do so and the results (with redacted personal information) and costs of each request will be passed on to the customer. (6.5.8)
- **Disentanglement Services.** Tyler reserves the right to negotiate the scope and cost of required disentanglement services. In the event of termination or nonrenewal of the Agreement, Tyler shall, upon Client request, provide to Client a copy of the Client Data we host for you. That copy will be in the form of the database(s) currently being hosted by us unless otherwise agreed to by the parties. (6.5.10, 6.5.11)

Section 11 Other Required Forms and Attachments

4.11 Other Required Forms and Attachments (Section 11)

Please provide all forms in this section:

This section contains various forms that should be prepared and submitted along with the Vendor's proposal. The intent of providing such forms is to ensure comparability between proposals. Included in this section are the following forms:

Proposal Signature Form

- Non-Collusion Affidavit
- Exemption Vendor Letter
- ACH Authorization Form
- IRS W-9
- Independent Contractor/Worker Acknowledgement
- Minimum Criteria
- Company Background Form*
- Technical and Vendor Requirements Form
- Project Management Approach Form
- Report Development Form
- Training Form
- Staffing Plan Form
- Ongoing Support Services Form
- Client Reference Form
- Pricing Forms

Per instructions of the RFP, Pricing has been submitted under separately sealed cover.

11.1 Independent Service Auditor's Opinion Letter

• Copy of your Independent Service Auditor's Opinion Letter from your most recent SSAE 16 Type II audit.

Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18, Type 2. We have attained, and will maintain, Type II SSAE compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with our SSAE-18 compliance report or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.

* If a vendor is including a sub-contractor in their proposal response, each sub-contractor must complete this form.

11.2 Required Forms

Please reference the Required Forms on the following pages.

Section 12 Addenda

4.12 Addenda (Section 12)

Include all original, signed copies of addenda in this section

Tyler has reviewed the West Chester Township website and is unaware of any Addenda released for this RFP.

Tyler acknowledges receipt of the Responses to Clarification Questions posted on October 15, 2021.



Sales Quotation For:

Township of West Chester 9113 Cincinnati Dayton Rd West Chester OH 45069-3840 Phone: +1 (513) 759-7290 Quoted By:Alban MichaudQuote Expiration:06/30/22Quote Name:West Chester-ERP-MunisQuote Description:Tyler ERP Pricing - SaaSSaas Term3.00

Tyler SaaS and Related Services

| Description | Qty | Imp. Hours | Annual Fee |
|-------------------------------------|-----|------------|--------------|
| Financial Management | | | |
| Accounting | 1 | 112 | \$ 15,691.00 |
| Accounts Payable | 1 | 32 | \$ 4,638.00 |
| Budgeting | 1 | 48 | \$ 4,638.00 |
| Capital Assets | 1 | 32 | \$ 3,917.00 |
| Cash Management | 1 | 24 | \$ 2,633.00 |
| eProcurement | 1 | 24 | \$ 2,633.00 |
| Project & Grant Accounting | 1 | 32 | \$ 3,105.00 |
| Purchasing | 1 | 72 | \$ 6,675.00 |
| Human Resources Management | | | |
| Advanced Scheduling | 1 | 64 | \$ 12,138.00 |
| Advanced Scheduling Mobile Access | 1 | 0 | \$ 2,352.00 |
| Employee Expense Reimbursement | 1 | 32 | \$ 2,002.00 |
| Human Resources & Talent Management | 1 | 88 | \$ 5,906.00 |
| Payroll w/ESS | 1 | 168 | \$ 7,278.00 |
| Recruiting | 1 | 24 | \$ 1,348.00 |
| Time & Attendance | 1 | 128 | \$ 10,891.00 |

2021-281093-K5W2Q6 CONFIDENTIAL Page 1

| Time & Attendance Mobile Access | 1 | 0 | \$ 2,553.00 |
|---|---|----|--------------|
| Revenue Management | | | |
| Accounts Receivable | 1 | 56 | \$ 3,412.00 |
| Cashiering | 1 | 40 | \$ 5,787.00 |
| General Billing | 1 | 32 | \$ 2,301.00 |
| Content Management | | | |
| Content Manager Core | 1 | 32 | \$ 6,996.00 |
| Data Insights | | | |
| Enterprise Analytics and Reporting w Executive Insights | 1 | 80 | \$ 12,121.00 |
| Additional | | | |
| Enterprise Forms Processing (including Common Form Set) | 1 | 0 | \$ 4,160.00 |
| Subscription Fees | | | |
| ACFR Statement Builder | 1 | 32 | \$ 6,070.00 |
| | | | |

 Sub-Total:
 \$ 129,245.00

 Less Discount:
 \$ 25,849.00

 TOTAL
 1152
 \$ 103,396.00

Professional Services

| Description | | Quantity | Unit Price | Extended Price | Maintenance |
|---|--------|----------|-------------|----------------|-------------|
| Additional Advanced Scheduling Implementation Hours | | 40 | \$ 163.00 | \$ 6,520.00 | \$ 0.00 |
| End User Processing Documentation - Financials | | 80 | \$ 163.00 | \$ 13,040.00 | \$ 0.00 |
| End User Processing Documentation - HCM | | 80 | \$ 163.00 | \$ 13,040.00 | \$ 0.00 |
| Executive Insights Implementation | | 1 | \$ 4,800.00 | \$ 4,800.00 | \$ 0.00 |
| Project Management | | 152 | \$ 163.00 | \$ 24,776.00 | \$ 0.00 |
| Conversions | | | | \$ 32,580.00 | \$ 0.00 |
| Onsite Implementation | | 304 | \$ 195.00 | \$ 59,280.00 | \$ 0.00 |
| Remote Implementation | | 848 | \$ 163.00 | \$ 138,224.00 | \$ 0.00 |
| | TOTAL | | | \$ 292,260.00 | \$ 0.00 |
| 2021-281093-K5W2Q6 | CONFID | ENTIAL | | | Page 2 |

3rd Party Hardware, Software and Services

| | | | Unit | | Unit | Unit Maint/SaaS | Total |
|---|-----|-------------|----------|--------------|--------------|--------------------|--------------|
| Description | Qty | Unit Price | Discount | Total Price | Maint/SaaS | Discount | Maint/SaaS |
| Pattern Stream Automated Document System - | | | | | | | |
| Implementation | 40 | \$ 163.00 | \$ 0.00 | \$ 6,520.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| Pattern Stream Automated Document System - SaaS | 1 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 14,372.00 | \$ 0.00 | \$ 14,372.00 |
| Secure Signature System with 2 Keys | 1 | \$ 1,650.00 | \$ 0.00 | \$ 1,650.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| Touchscreen 10: Proximity Reader (HID) | 2 | \$ 2,510.00 | \$ 0.00 | \$ 5,020.00 | \$ 251.00 | \$ 0.00 | \$ 502.00 |
| TOTAL | | | | \$ 13,190.00 | | | \$ 14,874.00 |

| Summary | One Time Fees | Recurring Fees |
|--|---------------|-----------------------|
| Total Tyler Software | \$ 0.00 | \$ 0.00 |
| Total Annual | \$ 0.00 | \$ 103,396.00 |
| Total Tyler Services | \$ 292,260.00 | \$ 0.00 |
| Total Third-Party Hardware, Software, Services | \$ 13,190.00 | \$ 14,874.00 |
| Summary Total | \$ 305,450.00 | \$ 118,270.00 |
| Contract Total | \$ 630,512.00 | |
| Estimated Travel Expenses excl in Contract Total | \$ 19,810.00 | |

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

| Customer Approval: | Date: | |
|--------------------|-----------|--|
| | | |
| Print Name: | P.O.#: | |

All Primary values quoted in US Dollars

Detailed Breakdown of Conversions (Included in Summary Total)

| Description | Qty | Unit Price | Unit Discount | Extended Price |
|---|-----|-------------|---------------|----------------|
| Accounting | | | | |
| AC - Actuals up to 3 years | 1 | \$ 1,000.00 | \$ 0.00 | \$ 1,000.00 |
| AC - Budgets up to 3 years | 1 | \$ 1,000.00 | \$ 0.00 | \$ 1,000.00 |
| AC Standard COA | 1 | \$ 2,000.00 | \$ 0.00 | \$ 2,000.00 |
| Accounts Payable | | | | |
| AP - Checks up to 5 years | 1 | \$ 2,200.00 | \$ 0.00 | \$ 2,200.00 |
| AP - Invoice up to 5 years | 1 | \$ 2,800.00 | \$ 0.00 | \$ 2,800.00 |
| AP Standard Master | 1 | \$ 1,200.00 | \$ 0.00 | \$ 1,200.00 |
| Capital Assets | | | | |
| CA - History | 1 | \$ 1,000.00 | \$ 0.00 | \$ 1,000.00 |
| CA Std Master | 1 | \$ 2,000.00 | \$ 0.00 | \$ 2,000.00 |
| General Billing | | | | |
| GB - Bills up to 5 years | 1 | \$ 3,500.00 | \$ 0.00 | \$ 3,500.00 |
| GB - Recurring Invoices | 1 | \$ 1,680.00 | \$ 0.00 | \$ 1,680.00 |
| GB Std CID | 1 | \$ 1,000.00 | \$ 0.00 | \$ 1,000.00 |
| Payroll | | | | |
| HR Human Resources - Certifications | 1 | \$ 1,400.00 | \$ 0.00 | \$ 1,400.00 |
| HR Human Resources - Education | 1 | \$ 1,400.00 | \$ 0.00 | \$ 1,400.00 |
| PR Payroll - Accrual Balances | 1 | \$ 1,500.00 | \$ 0.00 | \$ 1,500.00 |
| PR Payroll - Accumulators up to 5 years | 1 | \$ 1,400.00 | \$ 0.00 | \$ 1,400.00 |
| PR Payroll - Check History up to 5 years | 1 | \$ 1,200.00 | \$ 0.00 | \$ 1,200.00 |
| PR Payroll - Deductions | 1 | \$ 1,800.00 | \$ 0.00 | \$ 1,800.00 |
| PR Payroll - Earning/Deduction Hist up to 5 years | | \$ 2,500.00 | \$ 0.00 | \$ 2,500.00 |
| PR Payroll - Standard | 1 | \$ 2,000.00 | \$ 0.00 | \$ 2,000.00 |
| | | | | |

TOTAL \$ 32,580.00

AGENDA ITEM COVER SHEET



| Trustee Meeting Date: | Agenda Item Type: | |
|--|-------------------|--|
| May 10, 2022 | Business Item | |
| Submitted By: | | |
| Tim Franck, Director of Community Services | | |

Motion:

Motion to request to advertise for RFQ's for consultants for small project selection services

Background:

Community Services Department intends to utilize a small project selection process for services estimated to be less than \$50,000 for the 2022 design year as part of the West Chester Township Consultant Selection Policy. A provision enacted in 2011 (ORC §153.71 (A)) allows a public authority to select a single design professional or firm from among those that have submitted a current statement of qualifications within the immediately preceding year, "based on the public authority's determination that the selected design professional or firm is the most qualified to provide the required professional design services."

Per ORC §5575.01, we will be advertising in a newspaper published of general circulation within the Township. Notification will also be posted on the Township website.

Community Services Department requests permission from the Board to advertise for RFQ's for consultants for small project selection services.

| | Budgeted Item: | N/A; | | |
|------|-----------------|------|---------------------------|--------|
| ance | CIP#: | | | |
| Fin | TIF Info: | | | |
| | Purchase Order: | | Total Encumbrance: | \$.00 |

PUBLIC ANNOUNCEMENT

May 10, 2022

2022 REQUEST FOR UPDATED QUALIFICATIONS

The West Chester Township Community Services Department intends to utilize a small project selection process for services estimated to be less than \$50,000 for the 2022 design year as part of the West Chester Township *Consultant Selection Policy*. A provision enacted in 2011 (O.R.C. §153.71 (A)) allows a public authority to select a single design professional or firm from among those that have submitted a current statement of qualifications within the immediately preceding year, "based on the public authority's determination that the selected design professional or firm is the most qualified to provide the required professional design services." Firms interested in being considered for direct selection for the 2022 design year, should reply with the firm's updated qualifications no later than 4:30pm on May 31st, 2022.

The updated qualifications should include information regarding the firm's history; education and experience of owners and key technical personnel; the technical expertise of the firm's current staff; the firm's experience in performing engineering studies, design, construction administration and construction observation; availability of staff; the firm's equipment and facilities; references; and any previous work performed for West Chester Township. Also, please include any of the following categories the firm is requesting prequalification for:

- Roadway Engineering
- Structural Engineering
- Geotechnical Engineering
- Surveying
- Stormwater Services
- Landscape Engineering
- Architectural Services
- Sports Field Design
- Park Design

Qualifications should be emailed electronically to Joel Woodrum jwoodrum@westchesteroh.org (hard copies are not necessary).