

**INTEGRATION AGREEMENT
FOR
E-CITATION WRITERS FOR
THE SAN ANTONIO POLICE DEPARTMENT (SAPD)**

This Agreement is entered into by and between the **City of San Antonio**, Texas, a home-rule municipal corporation (“City”) acting by and through its Director of Finance or said Director’s designee (“Director”), pursuant to Ordinance No. _____ passed and approved on the _____ day of _____, 20___, and **Tyler Technologies, Inc.** (“Tyler” or “Vendor”). City and Vendor may be referred to herein collectively as the “Parties”.

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

**ARTICLE 1
CONTRACT DOCUMENTS**

The City of San Antonio expressly intends to access Sourcewell Contract 090320-TTI. The terms and conditions for performance and payment of compensation for this Agreement are set forth in the following contract documents, true and correct copies of which are attached hereto and fully incorporated herein for all purposes, and shall be interpreted in the order of priority as appears below (all of the following collectively, the “Agreement”):

- a. This Integration Agreement;
- b. Sourcewell contract numbered 090320-TTI (hereinafter, the “Sourcewell Contract”) (**Attachment A**); and
- c. Tyler Hardware Agreement (**Attachment B**).

**ARTICLE 2
TERM**

- 2.1 This contract shall begin upon the effective date of the ordinance awarding the contract, or date specified in the award letter if this contract does not exceed \$50,000. This contract shall terminate upon completion of all work described herein or delivery of all goods ordered, as applicable.
- 2.2 Survival of Cooperative Contract Terms. Notwithstanding anything to the contrary herein, all applicable Sourcewell Contract terms, Vendor performance, payment by City, and any applicable warranty periods or other Vendor or City obligations shall survive the expiration or cancellation of the Sourcewell Contract.

ARTICLE 3
INDEMNIFICATION

Vendor will defend, indemnify, and hold harmless City from third-party claims that the Vendor's software and/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 Vendor consents). City must notify Vendor promptly in writing of the claim and give Vendor sole control over its defense or settlement. City agrees to provide reasonable assistance, cooperation, and information in defending the claim at Vendor's expense. If an infringement or misappropriation claim is fully litigated and City's use of Vendor's Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which Vendor consents) Vendor will, at Vendor's 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.

ARTICLE 4
LIABILITY

Vendor must indemnify, save, and hold City, including its agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Agreement by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the equipment, products, or services under this Agreement to the extent the equipment, product, or service has been used according to its specifications.

ARTICLE 5
PERFORMANCE, DEFAULT, AND REMEDIES

5.1 PERFORMANCE. During the term of this Agreement, the parties will monitor performance and address unresolved contract issues as follows.

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, City and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either City or Vendor may escalate the resolution of the issue to a higher level of management. The Parties will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Parties must continue without delay to carry out all of their responsibilities under the Agreement that are not affected by the dispute.

5.2 DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Agreement in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Agreement.

5.3 Written notice of default and a reasonable opportunity to cure must be issued by the Party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

1. Exercise any remedy provided by law or equity, or
2. Terminate the Agreement or any portion thereof.

ARTICLE 6 **INSURANCE**

At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Texas having an “AM BEST” rating of A- or better, as described in the Sourcwell Contract. Tyler will add City as an additional insured to Tyler’s Commercial General Liability and Automobile Liability policies, which will automatically add City as an additional insured to Tyler’s Excess/Umbrella Liability policy as well. Tyler will provide City with copies of certificates of insurance upon City’s written request. The following coverage and limits shall apply:

1. Workers’ Compensation and Employer’s Liability. Workers’ Compensation: As required by any applicable law or regulation. Employer’s Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits: \$500,000 each accident for bodily injury by accident
\$500,000 policy limit for bodily injury by disease
\$500,000 each employee for bodily injury by disease.

2. Commercial General Liability Insurance. Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office (“ISO”) Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.

Minimum Limits: \$1,000,000 each occurrence Bodily Injury and Property Damage
\$1,000,000 Personal and Advertising Injury
\$2,000,000 aggregate for Products-Completed operations
\$2,000,000 general aggregate

3. Commercial Automobile Liability Insurance. During the term of this Agreement, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits

of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits: \$1,000,000 each accident, combined single limit

4. Umbrella Insurance. During the term of this Agreement, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits: \$2,000,000

5. Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability. During the term of this Agreement, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits: \$2,000,000 per claim or event
\$2,000,000 annual aggregate

6. Network Security and Privacy Liability Insurance. During the term of this Agreement, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum Limits: \$2,000,000 per occurrence
\$2,000,000 annual aggregate

ARTICLE 7 **AMENDMENTS**

Except where the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and Tyler. The City's Director of Finance shall have authority to execute amendments on behalf of City, without further action by the San Antonio City Council, subject to and contingent upon appropriation of funds for any increase in expenditures by the City.

ARTICLE 8
EFFECT OF TERMINATION; DATA RETENTION

- 8.1 “City Data” means any and all information, data, materials, works, expressions, or other content, including any that are (a) uploaded, submitted, posted, transferred, transmitted, or otherwise provided or made available by or on behalf of City or any Authorized User for processing by or through the Services or (b) collected, downloaded, or otherwise received by Vendor for City or any Authorized User pursuant to this Agreement. For the avoidance of doubt, City Data includes all User Data and personal information but does not include any Vendor materials.
- 8.2 “User Data” means any and all information reflecting the access or use of the Services by or on behalf of City or any Authorized User, including any end user profile-, visit-, session-, impression-, click through-, or click stream-data, and any statistical or other analysis, information, or data based on or derived from any of the foregoing.
- 8.3 Upon and after the termination or expiration of this Agreement or for any or no reason, Vendor shall, at City’s option and upon its written request: (A) promptly return or destroy and erase from all systems it directly or indirectly uses or controls all originals and copies of all documents, materials, and other embodiments and expressions in any form or medium that contain, reflect, incorporate, or are based on City Data, in whole or in part, or solely such specific databases or other collections or articles of City Data as City may request, and (B) provide a written statement to City certifying that it has complied with the requirements of this, if requested by City.
- 8.4 At City’s option and upon its written request, Vendor shall: (A) continue to retain the City Data, or solely such specific databases or other collections or articles of City Data as City may request, as though this Agreement were still in force, for a period to be agreed to by the parties in writing, but that in no event will be shorter than 365 days after the effective date of such expiration or termination, as applicable, provided that City pays in full all undisputed fees due Vendor as of the effective date of such expiration or termination and pays monthly data storage fees to Vendor for its retention of such City Data pursuant to Vendor’s standard rates for such data storage in effect at the time, or if such standard rates are not in effect, such reasonable prevailing industry rates as may be agreed to by the parties in writing.

ARTICLE 9
NOTICE

Except where the terms of this Agreement expressly provide otherwise, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or five (5) days after depositing same in the U.S. mail, first class, with proper postage prepaid, or upon receipt if sending the same by certified mail, return receipt requested, or upon receipt when sent by a commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or to such other address as either party may from time to time designate in writing.

If intended for City, to:

City of San Antonio
San Antonio Police Department
P.O. Box 839966
San Antonio, Texas 78283-3966

With copy to:

City of San Antonio
Information Technology Services Department
P.O. Box 839966
San Antonio, Texas 78283-3966

If intended for Vendor, to:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

With copy to:

Tyler Technologies, Inc.
5101 Tennyson Parkway
Plano, TX 75024
Attention: Legal Department

ARTICLE 10
STATE PROHIBITION ON CONTRACTS

- 10.1 This section only applies to a contract that:
- (1) is between a governmental entity and a company with 10 or more full-time employees; and
 - (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. This term does not include a sole proprietorship.

Prohibition on Contracts with Companies Boycotting Israel.

Texas Government Code §2271.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not

boycott Israel during the term of the contract.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

By executing contract documents with the City of San Antonio ("City"), Company hereby verifies that it does not boycott Israel, and will not boycott Israel during the term of the Agreement. City hereby relies on Company's verification. If found to be false, City may terminate the Agreement for material breach.

Prohibition on Contracts with Companies Boycotting Certain Energy Companies.

Texas Government Code §2274 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract.

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described in (A).

By executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott energy companies and will not boycott energy companies during the term of the Agreement. City hereby relies on Company's verification. If found to be false, City may terminate the Agreement for material breach.

Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries.

Texas Government Code §2274 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

"Discriminate against a firearm entity or firearm trade association": (A) means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or

firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.

By submitting executing contract documents with the City of San Antonio, Company hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the Agreement against a firearm entity or firearm trade association. City hereby relies on Company's verification. If found to be false, City may terminate the Agreement for material breach.

10.2 Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization Prohibited. Texas Government Code §2252.152 provides that a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code §§2270.0201 or 2252.153. Vendor hereby certifies that it is not identified on such a list and that it will notify City should it be placed on such a list while under contract with City. City hereby relies on Vendor's certification. If found to be false, or if Vendor is identified on such list during the course of this contract with City, City may terminate the Agreement for material breach.

10.3 Disclosure Requirements for Certain Government Contracts. For contracts (1) with a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the City, or (2) that result in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the City in a given fiscal year, you acknowledge that the requirements of the Texas Public Information Act, Government Code, Chapter 552, Subchapter J, pertaining to the preservation and disclosure of Contracting Information maintained by the City or sent between the City and a vendor, contractor, potential vendor, or potential contractor, may apply to this contract. Vendor agrees that the Agreement can be terminated if it knowingly or intentionally fails to comply with a requirement of that subchapter.

By signing this contract, Vendor warrants and certifies, and a contract awarded pursuant to this contract is made in reliance thereon, that Vendor, has not knowingly or intentionally failed to comply with this subchapter in a previous offer or contract. City hereby relies on Vendor's certification, and if found to be false, City may terminate the Agreement for material breach.

ARTICLE 11
ENTIRE AGREEMENT

This Agreement, together with its attachments, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless the same are in writing, dated subsequent to the date hereto, and duly executed by the parties.

Regardless of any other provision or other license terms which may be issued by Vendor after the effective date of this Agreement, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a purchase order for products licensed under this Agreement, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap/click-through), the terms and conditions set forth in this Agreement shall supersede and govern the license terms between City and Vendor, unless otherwise mutually agreed upon by the Parties in writing. Purchase orders submitted by City are for the City's internal administrative purposes only, and any terms and conditions contained in those purchase orders will have no force or effect.

In the event that conflicting or additional terms in Vendor software license agreements, shrink/click wrap license agreements, service agreements or linked or supplemental documents amend or diminish the rights of City, such conflicting or additional terms shall not take precedence over the terms of this Agreement, unless otherwise mutually agreed upon by the Parties in accordance with Article 7, Amendments.

EXECUTED and **AGREED** to as of the dates indicated below. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

CITY OF SAN ANTONIO

TYLER TECHNOLOGIES, INC.

Name: Angelica Mata

Sherry Clark
Name: Sherry Clark

Title: Assistant Finance Director

Title: Group General Counsel

Date: _____

Date: 5/3/24

Approved as to Form:

Assistant City Attorney



Solicitation Number: RFP #090320

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Tyler Technologies, 5101 Tennyson Pkwy., Plano, TX 75024 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 2, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in

Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTIES.** During the term of a current Maintenance or SaaS Agreement, Vendor makes the following warranties:

1. **Tyler Software Warranty** - Vendor's software will substantially conform to the functional descriptions of the Vendor software contained in Vendor's Proposal or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through Vendor's maintenance and support services and the governing functional descriptions for such future functionality will be set forth in Vendor's then-current documentation.
2. **Tyler Services Warranty** - Vendor warrants that it will perform services in a professional, workmanlike manner, consistent with industry standards. In the event Vendor provides services that do not conform to this warranty, Vendor will re-perform the services at no additional cost.
3. **Third Party Warranties** – Unless otherwise indicated, Vendor does not warrant the condition of any third party products or services resold through Vendor's reseller agreement. Vendor will pass through any 3rd party warranties it receives for such items and will reasonably cooperate and coordinate for access to warranty service for 3rd party items Vendor resells.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this

Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract. The foregoing notwithstanding Vendor may require (i) execution of a software and services agreement in a form substantially similar to the one included with Vendor's proposal and/or (ii) require agreement to terms required by 3rd party product providers.

C. **PERFORMANCE BOND.** If requested by a Participating Entity, Vendor will provide a performance bond that meets the requirements set forth in the Participating Entity's order subject to Vendor's approval, not to be unreasonably withheld and payment by Participating Entity of the fee for the performance bond.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or

3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity, subject to the terms of an executed software and services agreement between the Vendor and the Participating Entity.

F. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;

- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract. Sourcewell and Vendor acknowledge that compliance with the Minnesota Government Data Practices Act extends only to that data to which the Act applies.

If the Vendor receives a request to release the data referred to in this article, the Vendor must comply with the Minnesota Government Data Practices Act, including any appropriate notice to Sourcewell. In such event, Sourcewell will assist with how the Vendor should respond to the request.

14. INDEMNIFICATION

Vendor will defend, indemnify, and hold harmless Sourcewell and/or a Participating Entity from third-party claims that the Vendor's software and/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 Vendor consents). Sourcewell or a Participating Entity must notify Vendor promptly in writing of the claim and give Vendor sole control over its defense or settlement. Sourcewell or a Participating Entity agree to provide reasonable assistance, cooperation, and information in defending the claim at Vendor's expense. If an infringement or misappropriation claim is fully litigated and Sourcewell or a Participating Entity's use of Vendor's Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which Vendor consents) Vendor will, at Vendor's 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.

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
 - a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party,

the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. **REQUIREMENTS.** At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
 Workers' Compensation: As required by any applicable law or regulation.
 Employer's Liability Insurance: must be provided in amounts not less than listed below:
 Minimum limits:
 \$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease
\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office (“ISO”) Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage
\$1,000,000 Personal and Advertising Injury
\$2,000,000 aggregate for Products-Completed operations
\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers’ Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor’s professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event
\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The

coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Vendor must provide 30 days notice of any change in insurance coverage at variance with the contract requirements and promptly remedy any such variance.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

21. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-

1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is

hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures

required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcwell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal.

Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...

By: _____

Jeremy Schwartz

Title: Director of Operations & Procurement/CPO

12/10/2020 | 9:55 AM CST

Date: _____

Tyler Technologies

DocuSigned by:
Andrea Fravert
F9BA6001D8B34DA...

By: _____

Andrea Fravert

Title: Director of Legal Affairs

12/15/2020 | 8:49 AM PST

Date: _____

Approved:

DocuSigned by:
Chad Coauette
7E42B8F817A64CC...

By: _____

Chad Coauette

Title: Executive Director/CEO

12/15/2020 | 11:07 AM CST

Date: _____

RFP 090320 - Public Sector and Education Administration Software Solutions with Related Services

Vendor Details

Company Name: Tyler Technologies

Does your company conduct business under any other name? If yes, please state: Maine

Address: 1 Tyler Drive
Yarmouth, Maine 04096

Contact: Ehren Morse

Email: ehren.morse@tylertech.com

Phone: 800-772-2260 4662

Fax: 207-712-6025

HST#: 75-2303920

Submission Details

Created On: Thursday July 16, 2020 08:36:29

Submitted On: Thursday September 03, 2020 16:18:31

Submitted By: Ehren Morse

Email: ehren.morse@tylertech.com

Transaction #: 2a2dd418-38ed-4881-94f8-bc0bd29d824c

Submitter's IP Address: 207.182.208.2

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Tyler Technologies
2	Proposer Address:	5101 Tennyson Pkwy, Plano, TX 75024
3	Proposer website address:	www.tylertech.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Andrea Fravert Director of Legal Affairs 1 Tyler Drive Yarmouth, Maine 04096 1-800-772-2260 Andrea.Fravert@tylertech.com
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Ehren Morse Sales Operations Manager 1 Tyler Drive Yarmouth, Maine 04096 Ehren.Morse@tylertech.com 1-800-772-2260 ext. 4662
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Peter Rickett VP Sales Enablement 1 Tyler Drive Yarmouth, Maine 04096 Peter.Rickett@tylertech.com 1-800-772-2260

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Partnering with government and schools to deliver the best technology solutions is our passion at Tyler. We have decades of experience providing software and services – beginning our exclusive focus on the public sector in 1997 – no one in the market has the breadth or the experience we have. Public sector software is not just what we do, it's all we do.</p> <p>At Tyler, we imagine a world where all city, county, and regional government services are connected within a healthy digital infrastructure. Connecting data, processes, and people makes communities safer, smarter, and more responsive to the needs of residents. When technology works seamlessly, citizens connect to their communities and are more engaged, and government and schools can efficiently serve their constituents.</p> <p>What are our values?</p> <p>Purpose – we are purpose driven.</p> <p>Tyler has built its brand by delivering value for clients, creating a strong workplace culture, ensuring transparency in our operations, and empowering strong, vibrant communities. We take great pride in the Tyler brand and what it stands for.</p> <p>Respect – we respect our resources.</p> <p>Respect for the environment is more than a mindset; it requires real investment and focus. In 2019, we continued to make meaningful changes to our operations,</p>

infrastructure, and product offerings to better conserve natural resources and address environmental concerns at global and local levels.

Community – we are committed to building community.

A spirit of community is a common thread that runs through every interaction, inside and outside our organization. For our communities, this means generous giving through the Tyler Foundation, our endowment for charitable giving. It also means continuing our unique relationship with Both Ends Believing, Tyler's nonprofit partner benefiting children in institutional care around the world.

For our company, this means support for the wellness and fulfillment of our employees, as well as for a wide range of causes they care about. In 2019, our commitment to employee engagement earned us inclusion in Forbes' America's Best Midsize Employers for the second straight year.

For our clients and shareholders, this means providing peace of mind by investing in security, compliance, and privacy initiatives that meet or exceed software industry standards. We publish specific guidance on these programs on the Compliance page of our website.

Integrity – we refuse to compromise on integrity.

Every aspect of our business begins and ends with integrity. In adhering to corporate governance standards, integrity is our guiding principle and our number one requirement for success — with our team members, our clients, our shareholders, and even with our competitors. We consider integrity to be at the heart of our success and uphold it on a daily basis through careful listening, thoughtful analysis, and responsible decision making.

Company Background

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 empowers government and schools to create safer, smarter, and more vibrant communities through integrated solutions ranging from Appraisal & Tax, Civic Services, Courts & Justice, Data & Insights, ERP, Land & Official Records to Public Safety and K-12 Education, and has been exclusively focused on the public sector since 1997.

Tyler was founded in 1966, incorporated in Delaware in November 1989 and is a publicly traded corporation on the NYSE (TYL) and is headquartered in Plano, TX, with 28 office locations across the U.S. and Canada.

With a client retention rate of 98%, Tyler has more than 21,000 successful installations across 10,000 sites, with clients in all 50 states, Canada, the Caribbean, Australia, and other international locations. Tyler offers scalable products with the smallest jurisdiction (Loving County, TX with a Population of 82) to the largest (Los Angeles County, CA with a population of 10.1M), and reinvests annually into research and development (\$64M in 2019).

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 K-12 Education. 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.

Public Sector Focus

Tyler's business units have provided software and services to customers for more than fifty 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

		<p>the public sector. It's 100 percent of our business.</p> <p>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 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, and the ability to deliver quality services.</p> <p>Our Experience</p> <p>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 customers. Our experienced team consists of industry leaders that keep our team moving and making sure we can give you the tools to succeed.</p>	
8	What are your company's expectations in the event of an award?	Tyler is invested in continuing to promote and foster usage of the contract. Tyler has been able to market the benefits of our existing contract internally and externally so sales staff are empowered with knowledge to promote its use and prospective clients are aware of its availability and benefit to their agency.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Tyler consistently maintains a solid balance sheet and strong cash flow and low debt, experiencing consistent revenue growth with 29 consecutive quarters of profitability, and a total revenue for 2019 of \$1.08 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 debt-free 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 www.tylertech.com.</p> <p>Tyler's continued success validates our strategy of a singular focus of serving mission-critical needs of the public sector, backed by a strong balance sheet and strategic investments that bolster our market leadership. This singular focus is executed through multiple dimensions of products and services.</p> <p>In June of this year, Tyler was named to the S&P 500® index. This is a major achievement and milestone for Tyler reflecting Tyler's consistent growth and expanding market capitalization over the last two decades. Tyler's commitment to providing essential software and services to support the public sector remains stronger than ever.</p> <p>Please visit tylertech.irpass.com/Annual_Report_Financials to view our current annual report.</p>	*
10	What is your US market share for the solutions that you are proposing?	Gartner estimates the total market for state/local government and education (excluding higher education) to be approximately \$21B. Tyler currently estimates our addressable market in the US to be \$9 billion, of which our current market share is around 13%.	*
11	What is your Canadian market share for the solutions that you are proposing?	Tyler has an established presence in Canada with an increasing footprint and pipeline for new business. More than a third of our business units have existing clients in Canada and a strategic focus on increasing market share.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Tyler has never petitioned for bankruptcy protection and as described above is very proud of its financial strength with consistent long term revenue growth, a strong cash position and no current debt.	*
13	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Tyler is best described as a manufacturer and service provider. A great benefit to Sourcewell members as Tyler not only develops and supports our software in house, we also have an impressive implementation team that works directly with our clients to ensure a smooth implementation. These internal teams work together seamlessly to ensure that all our products and services offered provide the best solutions to the public sector's evolving needs.</p> <p>Tyler offers a variety of solutions designed specifically for the public sector. From ERP and community development to public safety and school transportation, we provide solutions for all the public sector's needs. For Sourcewell members, that means one partner – one company to work with and solutions that were designed to work together.</p>	*

14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	The scope of services provided by Tyler do not include required licenses or certifications. Our proposal otherwise includes information related to certifications held by some of our personnel.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Tyler is not, and has not been over the last ten years, suspended or debarred from procurements in its various markets.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>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.</p> <p>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 over 5,500+ 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.</p> <p>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.</p> <p>Tyler has been named to the following prestigious lists alongside some of the most innovative and influential companies in the United States.</p> <p>Innovative and Strong:</p> <ul style="list-style-type: none"> - Included in the S&P 500 (2020) - Government Technology Magazine's "GovTech Top 100 List" (2020) - ORBIE's "CIO of the Year" award (2020) - D Magazine's "CEO Financial Executives" award (2020) - 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) <p>Employer of Choice:</p> <ul style="list-style-type: none"> - Forbes' "Best Employers for Diversity" (2019, 2020) - 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) - The Atlanta Journal Constitution's "Top Workplaces" list (2020) - The Washington Post's "Top Workplaces" List (2020) - 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, AZ, office on Best Places to Work list (2017)
17	What percentage of your sales are to the governmental sector in the past three years	87% of Tyler's sales have been focused on the governmental sector in the past three years.
18	What percentage of your sales are to the education sector in the past three years	11+% of Tyler sales focused on the education sector in the past three years. More than 37% of all of Tyler's clients are education sector related organizations.
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Tyler is associated with CES, TIPS, TX DIR, MESC, OECM, TX Buyboard, NASPO (via Carahsoft). Additional state contracts include: Massachusetts ITS42, Missouri, New Jersey, Rhode Island, Virginia.
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Our federal division leverages GSA IT-70 which markets Tyler's Micropact solutions and our Data & Insights division has GSA Schedule 70 GS-35F-0119Y which markets Tyler's Socrata solutions.

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Brevard County Sheriff's Office, FL	Bob Urie - Information Technology Manager	321.607.2697	*
North Carolina Judicial Branch	Bob Fowler -Chief Business Officer	919-890-1223	*
City of Hartford, CT	Mary Pippin - ERP Manager	860-757-9430	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
State of North Carolina	Government	North Carolina - NC	eCitations, eWarrants, Online Court Management System, eFiling	26 line items under 3 Suites	\$30,209,174	*
State of South Carolina	Education	South Carolina - SC	Transportation – Routing and Planning, GPS, Mobile Data Terminal, Business Intelligence Dashboard	1 Suite	\$14,500,000	*
Bexar County, TX	Government	Texas - TX	Online Court Management System, Civil Process Software, Probation Software, Jury Software, Corrections Software	24 line items under 5 Suites	\$10,995,593	*
Dallas County, TX	Government	Texas - TX	Civil Process Software, Jury Software, Court Management System	46 line items under 3 Suites	\$10,008,902	*
Franklin County, OH	Government	Ohio - OH	Appraisal Services, ePayments, ERP, Court Management Systems	4 suites	\$9,415,143	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *

23	Sales force.	<p>Tyler's organization is broken down into specific business units with focused and tenured sales teams successfully supporting each business unit. Sales departments are strategically structured with ample resources that focus on Tyler's existing clients and staff that focus exclusively on prospective new clients. Tyler is very proud of and benefits from its sales force being healthily tenured. This meaningfully supports the effectiveness of our sales organization, our consultative approach to selling and our clients' satisfaction when conducting business with Tyler. This undoubtedly helps to drive Tyler's client retention rate of 98%.</p> <p>In Tyler's largest division the average tenure of our sales team is 14 years and on average across the organization sales resources have spent 9+ working at Tyler and many have had careers with applicable experience doing business with the public sector. Additionally, one out of three of Tyler's employees has worked in the public sector.</p> <p>Our sales organization consists of nearly 400 resources who help to successfully operate Tyler's sales functions and support our growing customer base with knowledgeable and focus on each and every product that is purchased by our customers. Tyler product divisions are divided into seven distinct areas: Appraisal & Tax, Courts & Justice, Data & Insights, ERP, Federal, Local Government & Public Safety and five focused solution groups: Courts & Justice, Health & Human Services, K-12 Education, Public Administration and Transformative Technology. Tyler has offices across the United States to accommodate our growing employee & customer base and provide exceptional regional support for our existing clients.</p> <p>Tyler is headquartered in Plano, Texas. We have offices throughout the U.S., two in Canada, and one in the Philippines. With Sourcewell more recent expansion into Canada, Tyler looks to continue to build on this partnership and leverage this contract and Sourcewell's partnerships to expand business in Canada going forward. Tyler has a growing number of clients in Canada.</p> <p>Internal and external sales employees are cognizant of the effectiveness and purchasing vehicles and are specifically trained on the process for utilizing Sourcewell so they can provide information efficiently and effectively to our client and prospective clients. Tyler's clients have utilized the Tyler/Sourcewell contract more than any other means of cooperative purchasing, and Tyler looks to continue to grow the partnership and the volume of business that leverages this procurement method.</p>	*
24	Dealer network or other distribution methods.	<p>Tyler does not leverage a dealer network. We have proven success with selling direct to our customers and seamlessly integrating additional departments into each and every client relationship as customers continue their partnership with Tyler.</p>	*
25	Service force.	<p>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. 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.</p>	*

26	<p>Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.</p>	<p>Customer satisfaction is of the utmost importance to Tyler. That's why we've designed our customer support model to ensure that issues that arise are resolved within a timely manner.</p> <p>Tyler provides online and continuing education resources on its support website at www.tylertech.com/client-support.</p> <p>Support Organization</p> <p>Tyler technical support is organized by business process. Our product-specific teams allow support staff to focus on a distinct group of products and services by business process so they can handle calls quickly and accurately.</p> <p>The support product manager is responsible for the day- to-day operations of the team and ensures delivery of exceptional technical support to our clients. The team analysts and leads are responsible for assisting the team with client issues and providing ongoing team training.</p> <p>Technical support specialists are responsible for diagnosing and resolving client issues in a timely and courteous manner.</p> <p>Contacting Us to Make a Support Request</p> <p>The most efficient way to reach us is to log a support request online through Tyler's online support incidents at www.tylertech.com/client-support. You can log a case for support anytime. All data is available in real-time. Your existing contact information defaults when you create a new support case. You provide: Description, Priority, Product suite, group, and module. Best practice is to enter as the product suite and to start with the application module for all issues – the application support team will collaborate with other groups as needed for resolution. The case create-form provides unlimited space for you to describe the question or problem in detail, and you can attach files or screen capture that may be helpful to support. Use the My View screen capture tool to record the issue and attach it to the support case. As you enter your request, potential solutions are offered in the Answer Panel to the right of the case entry form. If you do not find an answer while entering your request, continue with the submit. The case is routed to the team with the experts best matched to your request. Once submitted, you will receive an automated email that includes the case number for reference.</p> <p>A Focus on Client Success</p> <p>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.</p> <p>When you contact technical support, your request is responded to by a technical support specialist who begins working on the request at first contact.</p> <p>Every contact from you is logged into our customer relationship management system. This system tracks the history of each case, including the time of first contact, priority of the issue, description of the request, support recommendations, client feedback, and resolution. A list of cases is available in real time on Tyler's support website.</p> <p>Case Priorities</p> <p>To best assist clients, we triage and monitor cases by priority. The case priority is based on your needs and deadlines. Priority identifies the impact of the issue and sets expectations for support and for you. You are responsible for communicating the priority of the case and must contact support if the priority of an issue changes.</p> <p>Support resources are available 8:00 AM to 5:00 PM across four standard time zones (EST, CST, MST, and PST).</p> <p>Tyler has established escalation paths and severity levels that range from Critical to Non-Critical. Critical priority means an issue is severe and requires immediate resolution. A critical issue is one where there is a complete work stoppage, or a loss of multiple essential system functions for all users. Tyler aims for resolution in 1 day or less. High priority issues are ones where there is a repeated, consistent failure of essential functionality affecting more than one user, or the loss or corruption of data; your system is operational, but an essential piece of functionality is not working. Tyler aims for resolution in 10 days or less. Medium priority issues are non-severe issues that Tyler aims to resolve in 30 days or less. Non-Critical priority issues are a lower priority and you will work with Support as time permits. Tyler aims for resolution in 60 days or less.</p> <p>Critical Issues</p> <p>If you are experiencing a severe work stoppage that requires immediate resolution, you can log a critical case through the portal, or you can call Tyler's toll-free number (800.772.2260). If all technicians are on the line assisting other clients, you can press "0" to be redirected to the operator to page the team.</p> <p>Following-up on Open Cases</p> <p>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.</p> <p>Escalating a Support Case</p> <p>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 on your open issue and determine the necessary action.</p>
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27	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>Since 1997, Tyler Technologies' singular focus has been providing software and technology services to the public sector. While this remains our focus, 2019 was a year that highlighted and amplified the multiple dimensions of our growing company.</p> <p>We serve multiple levels of public sector clients from local to national. The 2019 acquisition of Micropact added federal clients such as NASA and the Department of Justice to our extensive roster of municipalities, counties, state and other government entities.</p> <p>We engage with multiple levels of technology, from back-office systems of record that feed, access and aggregate data, to process integration with workflows across systems, to the applications that provide better access to government for community residents. We provide end-to-end software and services options designed to accommodate each client's unique situation, whether they're moving from manual processes or already engaged in advanced digital workflow.</p> <p>We deliver solutions in multiple ways. From locally installed, client-hosted systems to secure reliable cloud-based offerings, we facilitate hosting environments that work best for our clients.</p> <p>We envision a dynamic future. Our visions of helping our clients create connected communities – where data, processes, and people work together to make communities safer, smarter, and more responsive – is multilayered, with a long-term roadmap for connecting data between departments and agencies and across jurisdictions and geographical boundaries.</p> <p>We are accountable to multiple stakeholders, including public servants, community residents, our employees, and our shareholders, and we take our responsibilities to each of these groups very seriously.</p> <p>We empower the people who serve the public in multiple ways every day. Tyler's 5,500+ employees work hard every day to support our 26,000+ installations in 10,000 locations. We have public sector clients in all 50 states plus Canada, the Caribbean, Australia, Europe, and other international locations. Moreover, Tyler offers the widest range of solutions for the public sector, including: Appraisal & Tax, Civic Services, Corrections, Courts & Justing, Cybersecurity, Data & Insights, ERP Financial, Health and Human Services, Land & Official Records, Public Safety, Regulatory, School Financial, Student Information & Student Transportation.</p> <p>Tyler is willing and able to sell our best of breed products across the United States. We provide solutions to support all sizes of entities in the public sector and pride ourselves on providing unparalleled support to each and every customer with a growing array of support services to ensure that our clients' needs are met expeditiously and resolved quickly. This is appreciated by our clients and supports our client retention rate of 98%.</p>	*
28	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Tyler's EnerGov, MyCivic, Socrata, Versatrans, Odyssey and iasWorld products are all sold in Canada with dedicated sales resources focusing on this market and continuing to build market share.</p> <p>Specific to Tyler's A&T division, Tyler's experience is both deep and broad in terms of its footprint within Canada. We have been providing property assessment solutions to the Canadian market since 1992, starting with the Province of Nova Scotia. The Province of Newfoundland initially installed the Tyler solution in 1998. Along with these longtime clients, Tyler is currently in the process of implementing the iasWorld CAMA solution for British Columbia Assessment (BCA). BCA is widely regarded as one of the most advanced assessment agencies in the world, assessing nearly two million properties with a total assessed value nearing \$1.3 trillion. BCA selected Tyler's iasWorld after a competitive review process to help improve assessment quality, reduce operational and overhead costs, enhance data flow between agencies and improve employee productivity. In addition, Tyler is currently implementing the iasWorld solution in the City of Calgary. The City chose Tyler's iasWorld solution due to our experience in Canada, our appraisal expertise, the overall financial strength of the company, and our singular focus on the public section. Tyler is supporting the City of Calgary's vision of becoming a leading annual market value assessment jurisdiction.</p>	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Tyler is intent on marketing it's software & service solutions across all states in the US and across Canada.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Tyler provides solutions predominantly to Schools, Cities, Counties, Special Districts, States and Federal Organizations and is intent on maketing its solutions to these organizations across all of Sourcewell's applicable entity sectors.	*

31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no restrictions on Tyler's ability to conduct business in Hawaii, Alaska, or other US territories.	*
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Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>As a proud Sourcewell partner, Tyler Technologies actively embraces and promotes this partnership to our clients and prospects. Tyler's broad portfolio of solutions empowers the public sector to deliver quality and efficient service to their constituency — through software that provides greater transparency and accessibility, sustainable office practices, and secure data that is easy to manage and maintain. Through our Sourcewell partnership, we can deliver on this mission one step further by helping the public sector make critical software procurement decisions while reducing stress and allowing them to find a solution at the most competitive price point. To drive awareness of the Sourcewell agreement, we have strategically integrated the partnership into our corporate marketing strategy in several ways, including the following:</p> <ul style="list-style-type: none"> • Tyler has developed multiple collateral resources that speak to the advantages of using Sourcewell as a procurement tool. Our Tyler Technologies Sourcewell Flyer lives in our customer-facing resource center on Tylertech.com. We've also created a brochure titled "Making the Right Long-Term Decision: A Six-Step Approach to Purchasing New Technology" which discusses the various ways agencies begin the procurement process, which speaks to utilizing a purchasing agent like Sourcewell to help save significant time, paperwork, administration fees, and legal costs. Our Munis ERP Case Study directly references the benefits of using a Sourcewell contract in the words of Tyler's client the city of Redding, California. All these resources are available on our website Tylertech.com, but are also Google indexed, making them accessible to anyone looking for resources on these subjects or active keywords. • Our Tyler Technologies Sourcewell Flyer is also available in our sales enablement platform which enables our marketing and sales organization to send important decision-making assets to prospects and clients. • Tyler promotes Sourcewell at hundreds of trade shows nationwide every year, including industry-leading events like GFOA, where our Sourcewell banner is placed proudly in our Tyler-branded booth. Because the Sourcewell brand is so highly regarded within the public sector, this helps strengthen the brand identity of both Sourcewell and Tyler in the eyes of public sector decision makers and allows them to feel confident in the value they are receiving in the partnership. • Tyler's annual Connect client user conference draws over 6,000 government officials and decision makers in attendance. Tyler offers Sourcewell access to our Connect conference, a valuable opportunity to interact with and promote to Tyler's client base. <p>In continuing the partnership, Tyler is open and willing to explore further opportunities where the brand missions align, including:</p> <ul style="list-style-type: none"> • Upon award of contract, Tyler will produce and distribute a press release to all pertinent media outlets, and the news will be amplified via our social media channels. • Once a year, Tyler will create a thought leadership piece on the significance, benefits, and value of cooperative procurement agreements. This piece will be stored in the resource center on Tylertech.com and will be amplified via social media channels. • Tyler will continue to integrate mentions of the Sourcewell partnership into existing collateral and presentations, further promoting the partnership to both clients and prospects during webinars or in product collateral. • Tyler will incorporate Sourcewell branding into our virtual trade show exhibitor booth at various events throughout the year. When we can attend events in-person, we will incorporate the Sourcewell banner into our booth design where applicable. 	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>As part of our corporate marketing strategy, Tyler Technologies is active on social media platforms including Twitter, LinkedIn, Facebook, and Instagram. We strategically use each platform to amplify key corporate messages through mediums like blog posts, press releases, and downloadable assets as links with UTMs. Digital marketing is a priority at Tyler Technologies, and we continue to grow our influencer network to include key partners and influential voices within our industry and verticals. Tyler is consistently featured prominently in industry and mainstream publications that reach decision makers in target markets. Tyler Technologies and Sourcewell, in this partnership, can leverage and amplify each other's industry expertise on social media, in print, and on digital platforms to hit all prospective audiences.</p>	*

34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>With a continued partnership, Tyler will look to Sourcewell to continuously market the value of their program and the applicability of cooperative procurement to their customer base. Sourcewell should continue to elevate their image in the marketplace, attracting valuable prospects for both brands, through opportunities like trade shows and events.</p> <p>Tyler reps propose usage of the Sourcewell contract when clients are intent on purchasing from cooperative vehicles for procurement of their software and services. Usage volume of the Sourcewell contract exceeds that of all other contracts and our clients appreciate the expeditious process and ease of use of the contract.</p>	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Tyler provides e-procurement solutions to its clients. Tyler's eProcurement solutions increase efficiency by streamlining the purchasing process, resulting in shorter processing times. The easy flow of information and the ability to customize processes ensures purchasing requirements and needs are met while improving the organization's purchasing power.</p> <p>Tyler has provided an eprocurement punch-out to vendor-hosted websites in Tyler's Munis Purchasing and Requisition applications. This makes Munis eProcurement even more useful. Vendor punch-out allows for online shopping on a vendor's website which can be accessed and launched directly from the Munis Requisition application. When accessed, Munis users can shop the vendor's website, creating a virtual shopping cart of items. For example, a Munis user shops on the Staples.com website and builds a shopping cart of items. Once shopping is complete, the virtual shopping cart of items is instantly transferred to Munis and automatically populates a Munis requisition. Once the virtual shopping cart has been transferred to a Munis requisition, the regular Munis requisition process will be enforced. This includes allocating the requisition line items to GL accounts, checking and enforcing available budgets, following Munis requisition workflow and eventually converting to a purchase order. Once a purchase order has been created, sites have the optional functionality to electronically submit the created purchase order to the vendor.</p> <p>Currently, Tyler's own products currently are not offered via an e-procurement ordering process but Tyler is continually looking for ways to improve processes and methods for purchasing Tyler's products. The purchase of Tyler's software and service solutions is a consultative process which involves working with our customers to determine their needs and determining how best they can utilize Tyler's solutions to optimize business at their organization's operations. Tyler has a long history partnering with Sourcewell to improve procurement timelines to provide best in class software and services to the Public Sector.</p>	*

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Everyone's learning style is different. That's why Tyler offers several training formats to accommodate our diverse clients' needs. Training by Tyler staff provides hands-on learning in your own labs. Your resources receive consultative knowledge transfer sessions that are a combination of lecture and hands-on education, using your organization's own data. Tyler believes in a train-the-trainer approach to implementation. This approach allows your resources (i.e. power users and functional leads) 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 leads 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.</p> <p>A mutually developed education plan lays out the process of transferring knowledge between you and Tyler. The purpose of the education plan is to:</p> <ul style="list-style-type: none"> • Communicate the process to stakeholders and functional leaders • Answer specific questions (where classrooms will be established, what database environment will be utilized, etc.) • Establish action items and link project personnel as owners • Define measurement criteria to ensure the plan has been successfully followed <p>Your organization is set up for success with Tyler's train the trainer approach to training and education plan developed over years of industry experience.</p> <p>Additionally, we do offer Tyler-led end user training for circumstances where the train the trainer approach is not feasible. You may contact us at any time for training on future functionality, train new users, or refresh knowledge; However, your team will have access to the tools and services designed to support your internal training leads - TylerU, Tyler Community, client support, state user groups, annual user conference, KnowledgeBase and online help. More information on these resources is provided below.</p> <p>Tyler has a longstanding track record delivering virtual implementation services. With our strong virtual capabilities, Tyler has adjusted to the current Covid-19 climate. Tyler plans to continue to deliver all training virtually, including Go Lives, until health and travel conditions stabilize. Please visit our Virtual Munis Implementations homepage for additional information regarding our proven success delivering this model.</p> <p>At this time local, state, and federal governments within the United States (US) are limiting travel within our borders and abroad. When the local and state governments start lifting restrictions, we will evaluate each project and determine which, if any, sessions cannot be delivered effectively and efficiently through virtual consultation, and only those sessions will be</p>

considered for travel. Tyler's standard approach, under normal circumstances, is to conduct roughly 25% of all project days on-site in your facilities.

A typical day of training is from 9:00 to 4:30 (or 8:30 to 4:00), allowing for a break for lunch and short breaks in the morning and afternoon as needed. We've found that allowing users time to return to their daily responsibilities before and after classes or sessions allows for more productivity during the session. It also allows the Tyler Implementation staff time to prepare upon arrival and follow-up afterward. The start and stop times for the training will be discussed and agreed upon by Project Management during the planning portion of the project and will be published as standard session times throughout the project.

Class size should be limited to twelve (12) users in attendance to the training is critical to gain hands-on experience with the system.

Both teams collaborate on all aspects of training, discussed, and documented during the planning stage of the project. The expectation is for Tyler to provide one or more occurrence of each scheduled training. You will be responsible for the logistics of the training by completing such tasks as scheduling resources and ensuring facilities are available. These sessions are to be attended by your key staff members (i.e. functional leads and power users) so that they can then disseminate the information they learn to others in your organization if or when necessary.

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

37 Describe any technological advances that your proposed products or services offer.

Tyler is committed to providing the best software and services to the public sector. Tyler separates our research and core development groups to ensure that Tyler remains focused on the needs of existing customers while also envisioning and executing on what our prospects will expect from our products and services in the future. Our evergreen philosophy ensures we continually provide returns on our clients' investment by refreshing the features and their underlying technology in a planned and non-disruptive approach. Our ultimate goal is for our software to be the last software license you purchase or lease. Tyler is the industry leader in this space and all efforts are geared towards increasing that leadership position. One question codifies our position, "If our clients were to re-enter the market looking for a replacement solution would the most likely outcome be them purchasing our product?" Our 98% retention rate and market leading selection rate are the metrics we use to measure the answer to this question. Providing ever increasing value for your maintenance dollars is the goal.

Tyler values the importance of choices to our clients and is the only pure public sector provider that provides deployment options spanning on-premises, virtualized our hosted in our private cloud. Tyler also supports your right to choose the timing your upgrade so it makes sense operationally and provides tools such as Managed Internet Updater, Tyler Upgrade Assistant, Tyler University eLearning, Release/Defect Transparency Tool, Tyler Community, and Tyler Client Portal to help you not only make this decision but also prepare for it.

AREAS OF FOCUS

Evergreen Philosophy

As we continuously refresh our features and their underlying technology in a planned and non-disruptive approach, we provide our product upgrades free with an annual maintenance agreement. This ensures that our clients always have the latest technology.

Consumer grade User Experience

Tyler's products are designed and developed by industry experts solely focused on the public sector. This includes a conscious focus and direction that ranges from usability studies and design by our in-house experts certified by Human Factors International, to User Group and client feedback. We've reached a tipping point, for the first time in decades Baby Boomers are outnumbered in the workforce by Generation X and Millennials. Community and School Leaders of tomorrow will never remember a time when technology was not a part of their everyday lives. These generations think definitely and expect to be able to pick new systems up and make them work much like downloading a new app on their phone. Our experts understand this and are working on solutions that meet these expectations.

Getting the Technology to where the work happens

Too often today technology is used as a "back-office" system of record than an enabling tool that improves efficiency. Tyler understands this and is the only sole-focused public-sector/education solution that is predominantly based on HTML5. This allows access to the application on any device that can interpret HTML5. We also understand that workers can no longer be tied to their desk in order to work with the system. They go to meetings, conferences and other work related travel where they need system access in order to keep up with their work. Tyler delivers this through responsive solutions that are optimized for mobile form factors like tablets and phones eliminating the need for something to "wait until I get back to my desk."

RECENT ADVANCEMENTS / PRODUCT PLANS

Business Intelligence

Both Microsoft and Tyler understand business intelligence (BI). What's more, we understand that the public sector needs sound reporting options from their ERP system, and a viable means to display different views of their data quickly and easily. Together, and through the use of the widely-familiar Microsoft Excel, Tyler applications offer versatile BI and reporting solutions. Using Microsoft Services, users can use the available, pre-developed application-specific "cubes" to report on key applications areas. These cubes then let users to easily select, slice, drill into, organize, and report on exactly the data they need, in meaningful spreadsheet, chart, and graph formats.

SaaS

The SaaS model is unique and powerful in its ability to meet a variety of end-user needs. Tyler's SaaS solution allows organizations to utilize software that is hosted and administered by Tyler Technologies at a remote data center—over an Internet connection via a dedicated Virtual Private Network (VPN). With SaaS users receive built-in disaster recovery services including backup and storage of all system, data and image files in a secure off site location. This reduces their concerns about potential hardware failure, a failed or forgotten backup, or damaged and/or lost data due to a natural disaster.

Technology

Technology evolves along with our clients' needs. We continually research and test our technology delivery processing and storage methods to ensure our clients have the right tools to do their jobs quickly and efficiently. We do this by adding or enhancing hardware and software to streamline processes and provide a richer, deeper experience. Tyler will continue to provide our clients with the proper tools that meet their unique needs for each solution -- looking to customer feedback to create and enhance our solutions to better fit the needs of the public sector.

HTML5

Many of Tyler's web based solutions have been to HTML5, enabling a consistent and versatile deployment on computers and mobile devices alike.

Security

We continually work toward embracing the latest industry and cloud standards in order to ensure a reliable set of practices and controls are in place to protect your proprietary data.

Working with Geospatial Data

Tyler applications are designed to help you meet your ultimate goals of guiding orderly growth, promoting safety and livability, fostering economic vitality and encouraging community

		<p>collaboration. The future direction for Tyler software leverages the latest web technologies, spatial capabilities and industry standards while remaining focused on your goals to help you attain the success you require.</p> <p>Long Term Considerations</p> <p>We've built our reputation by successfully serving thousands of clients for decades, providing industry knowledge with a professional team of experts, and committing to long-term investments that focus on our products and services. Guided by our vision to create solutions that are productive, integrated, flexible and efficient, our direction is clear: we will invest in remarkable applications, greater user experiences, and leading technology for robust, efficient management and delivery of our solutions. Going forward we will remain true to our mission statement of empowering people who serve the public, in order to make ongoing strategic investments</p>	
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Tyler has built its brand by delivering value for clients, creating a strong workplace culture, ensuring transparency in our operations, and empowering strong, vibrant communities. We take great pride in the Tyler brand and what it stands for.</p> <p>Respect for the environment is more than a mindset; it requires real investment and focus. In 2019, we continued to make meaningful changes to our operations, infrastructure, and product offerings to better conserve natural resources and address environmental concerns at global and local levels.</p> <p>With approximately 5,350 team members in 2019 spread across 35 office locations, we appreciate the significance of our footprint. Our office locations represent cities and towns from coast to coast, as well as international locations.</p> <p>In addition, our products are in use at more than 10,000 client sites across the public sector, greatly extending the reach of Tyler's environmental impact.</p> <p>Our software is designed to increase efficiency throughout our clients' organizations, with many of our electronic solutions producing a dramatic reduction in fuel use and paper waste. In 2019, our electronic filing solution helped our clients save nearly 2.3 million pounds of paper, the equivalent of more than 25,000 trees.</p> <p>Through the use of document management tools with embedded workflow to reduce paper usage, we have helped save approximately 35,000 pounds of wood, 95,000 gallons of water, 80,000 pounds of carbon dioxide, and 5,000 pounds of waste.</p> <p>Environmental programs and policies in place across Tyler's major offices include:</p> <ul style="list-style-type: none"> • Installation of motion sensors and energy-efficient lighting for interior and exterior spaces • Use of building automation systems (BAS) to manage power usage • High-efficiency heating and air conditioning systems • Installation of low-flow plumbing fixtures • Commercial recycling programs • Extensive use of document management tools with embedded workflow to reduce paper usage <p>Additional environmental programs at select Tyler office locations include:</p> <ul style="list-style-type: none"> • Installation of solar panels, energy-efficient windows, and additional insulation • Incorporation of LEED standards into building improvements and new construction • Office green teams • Use of recycled and compostable paper products in cafeterias and breakrooms • Use of natural aquifers for corporate campus irrigation • Fuel-delivery service with carbon-neutral fleet to reduce carbon dioxide emissions and groundwater contamination 	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Tyler products assist their clients with amassing data, formulating decisions and validating results in areas of results. One major focus area of conservation in the reduction of printed paper usage. With Tyler's content management, data & insights solution, online workflow and mobile solutions, there is significantly less reliance on the necessity for printed content which saves money and provides measurable efficiencies.</p>	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Tyler has previously worked with these type organizations to meet agency needs and requirements and successfully complete awarded projects. Tyler would not be applicable for these certifications.</p>	*

41	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>We imagine that many of the solution providers evaluated by Sourcewell will have overlapping product and service offerings, but how many can say that they are solely focused on the public sector? Just one. Tyler – It's all we do. Our expertise in this area allows us to provide quality products and customer service that are in line with most needs in public sector software. Not to mention, many of our employees came directly from public sector roles – meaning our products are designed and supported by the people who know what the public sector needs.</p> <p>Solution areas:</p> <ul style="list-style-type: none"> - Appraisal & Tax - Civic Services - Corrections - Courts & Justice - Cybersecurity - Data & Insights - Disability & Benefits - ERP - Land & Official Records - Productivity Tools - Public Safety - Regulatory - School ERP - Student Information - Student Transportation <p>When you purchase software solutions from Tyler, you aren't just getting the latest software as of the date you sign your contract. You are also getting the benefit of perpetual upgrades as they happen. We deliver this without additional license fees.</p> <p>Both on-premises and SaaS clients receive new releases and upgrades for the life of their maintenance or subscription agreements. Our products are continually enhanced through a process of perpetual upgrades. This steady stream of significant yet manageable changes is deployed with minimal disruption to your operations.</p> <p>Our evergreen philosophy is a commitment to our clients.</p> <ul style="list-style-type: none"> • Your investment in our products is long term. • Your product will continue to evolve and remain a market leader. • We are continuously enhancing our products with underlying technology. • We are constantly adding new features, adding value and increasing efficiency in the public sector workplace. <p>One of our core values is community, that's why we've created many spaces, digitally and in-person, to better connect our client base with each other. Resources like our online Tyler Community platform, annual Tyler Connect user conference, and product specific state user groups meetings allow clients and staff to gather, learn, and collaborate on a variety of topics and initiatives.</p> <p>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. You 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.</p> <p>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.</p> <p>Tyler is proud of the tenure of our employees. Many employees have come directly from the public sector or have worked in roles at Tyler like implementation and support that provides them with firsthand experience and knowledge of what the public sector needs. This experience paired with the extensive hands on training provided makes our in-house experts excellent resources for our clients to rely on during implementation and beyond.</p>
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Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	Tyler warrants its software and services as indicated in the software and services agreements included with our proposal. With few exceptions, Tyler does not warrant hardware or other 3rd party products but passes through those warranties to Participating Entities.
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Our software warranty requires clients have an active Maintenance or SaaS agreement.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Tyler software warranty support is provided remotely. If we need to travel to a client site for warranty support, it will be at no charge to the client unless the onsite trip is caused by the client's failures to perform under the agreement. Warranty coverage for third party products and services is subject to the suppliers' terms.
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	We can provide warranty service for our software and services throughout the United States and Canada. As noted above, warranty coverage for third party products and services is subject to the suppliers' terms.
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	With very few exceptions, we do not offer warranties for third party software, hardware, or services.
47	What are your proposed exchange and return programs and policies?	Tyler Software: So long as the client has an active software maintenance or SaaS agreement, Tyler will cure Defects in its software, as defined in the applicable agreement, in accord with the applicable support call process. Tyler Services: In the event Tyler provides services not in accordance with applicable industry standards, Tyler will reperform those services at no additional cost to the client. 3rd Party Products: Warranty and exchange policies are determined by the applicable supplier and/or manufacturer. Tyler will reasonably coordinate support and warranty claims for 3rd party products resold by Tyler.
48	Describe any service contract options for the items included in your proposal.	Tyler does not warrant hardware or other 3rd party products but passes through those warranties to Participating Entities. Extended warranties can be leveraged through 3rd Party providers.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	45 days following invoice date.
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	While we do not offer leasing or financing options directly, Tyler has occasionally coordinated client requests in order to obtain funding for their procurements. Additionally, Tyler will reasonably cooperate with clients who have exigent financial restraints in order to structure payment terms that allocate the total cost of ownership over the term of the agreement.
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Tyler sales are logged into a CRM system with appropriate fields denoting Sourcewell related sales, that track deal progression and specifics. This database store data on all sales details and pertinent information. Reports can be generated from this system to produce the report format requested by Sourcewell.
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, Tyler accepts Visa/Mastercard. Charges can be five thousand dollars or less.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can

be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Tyler is providing a broad range of best in class software solutions with comprehensive service offerings to the support the successful implementation of our products and continued optimization of our solutions at client sites so that they truly benefit and empower the users, their organization and their constituencies.</p> <p>Tyler's remains committed to meeting the software needs of our clients and provides both on-premise and SaaS based software offerings to support their varied needs. Our subscription based software offerings made up the majority of our new contracts in 2019 and this trend will continue upwards. Tyler's subscription based pricing lowers the cost of entry by eliminating large up-front fees and spreading costs over time. Tyler can help our clients compare all software deployment options to determine what the best investment is for their particular organization.</p> <p>Tyler provides comprehensive enterprise software that is configured specifically for each client's unique needs. The individual line items and MSRP prices are derived from a series of proprietary calculations. All pricing proposals offered to Sourcwell members will clearly show the MSRP and the applicable Sourcwell discount. This discount is limited to Tyler Software Licenses and Tyler Software License Subscriptions (SaaS) portions of the proposal and do not apply to services, annual maintenance, custom programming, third party products and services and other components of the clients proposal that are not listed as Tyler Software Licenses or Tyler Software Subscription.</p> <p>Tyler has provided a pricing summary to Sourcwell that conveys the overall discount structure and pricing examples for the offerings that Tyler will be providing on the contract. Determining the needs of our customers and the software that will be suit their organization to optimize processes is a consultative process and pricing formulation is multi-factored and involves both software and service offerings. Tyler strives to work closely with all of its prospects and clients to best understand their needs and propose services and solutions to appropriately serve their needs.</p> <p>Tyler's quotes to our customers will clearly present the actual list price and proposed discounts that have been expressed in Tyler's proposal.</p>
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>Tyler will discount then-current pricing by 10% for software licenses and SaaS fees for the initial term. Tyler's Socrata SaaS product offering fees will be discounted by 5% for the initial term. This discount does not extend to services pricing, (implementation focused training, project management, product development services, service subscriptions) software maintenance, or hardware.</p>
55	Describe any quantity or volume discounts or rebate programs that you offer.	<p>Much of Tyler's pricing is based on a volume discount pricing construct. With increase in the purchase amounts of licenses or users in our subscription based pricing, the cost per license/user decreases. Client may also choose to purchase a site license for many of our subscription arrangements which allows an innumerable amounts of users access to Tyler's solution and is a appropriate and cost-savings approach for many of Tyler's clients.</p>
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	<p>Not applicable to the products and services offered by Tyler.</p>
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>Elements associated with cost of acquisition will be detailed on the quote and further supported by commentary on the quote and within the contract.</p>

58	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, delivery or shipping are additional costs and not covered by the Sourcwell agreement. All associated costs will be detailed in the clients proposal	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, delivery or shipping are additional costs and not covered by the Sourcwell agreement. All associated costs will be detailed in the clients proposal	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell.	Tyler has a quoting tool that has been programmed to factor in automated discount minimums when sales resources are generating quotes associated with Sourcwell. There tool appropriate generates quotes that are then automatically posted in Tyler's CRM database. There is full transparency as to what was quoted for each client and quotes can easily accessed and reviewed for compliancy. In CRM all quote components can be reported and a report can be generated to pull all previous quarter activity to be reviewed and analyzed for compliancy by sales, finance and legal resources.
63	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Tyler is proposing a 2% admin fee on contracted on-premise software licenses costs and software related SaaS fees. Tyler additionally proposes a reduction in the admin fee when contracted on-premise software licenses and software related SaaS fees exceed 500K per contract.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Tyler's broad solutions and product offering empowers you to deliver better and faster assistance to the public with greater transparency and accessibility, sustainable office practices, and secure data that's easy to manage and maintain.</p> <p>Tyler Technologies is committed to providing the best and broadest array of 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.</p> <p>Tyler is please to provide to Sourcwell members a broad and comprehensive offering of Software, Services and hardware that is necessary to operate Tyler's software solutions.</p> <p>Our Software offerings are broken down into distinct solution groups:</p> <p>Appraisal & Tax:</p> <p>CAMA - Our CAMA software helps you manage all property data and every phase of the property appraisal process, including assessment administration, property maintenance, and valuation and appeals.</p> <p>Tyler additionally offers Comprehensive Tax Billing & Collection Software</p> <p>Product Solutions - iasWorld, Eagle Appraiser & Assessor, Eagle Treasurer, Incode</p>

Property Tax Management, Munis Tax Billing & Collection

Civic Services

Tyler provides comprehensive business management, community development, community health, enterprise asset management, parks & recreation & Utility CIS solutions to thoroughly satisfy the needs of the public sector

Product Solutions – DHD, EnerGov, Incode Utility Billing, Munis Utility Billing CIS, Tyler 311, Tyler EAM, Tyler Parks & Rec, Tyler Notify

Courts & Justice

Tyler offers a comprehensive suite of software and services focused on Corrections and Courts & Justice

Product Solutions – Odyssey, Modria, Softcode, Tyler Supervision, Tyler Corrections, Incode Court

Cybersecurity

Tyler provides managed threat detection and complementary services to confront rising security risks in the public sector.

Product Solutions – Tyler Detect and additional services

Data & Insights

The Data & Insights division of Tyler provides the Socrata software-as-a-service (SaaS) platform, which is powered by the industry-leading Amazon Web Services (AWS) Cloud infrastructure. We also provide outstanding experience and solutions across planning, implementing, and executing Data and Performance management initiatives with international, federal, provincial, and local initiatives.

Product Solution - Socrata

ERP

Tyler provides Financial Management for Simplified Accounting Operations, Human Capital Management and Revenue Management solutions to facilitate community engagement and easy payment processing.

Product Solutions – ExecuTime, Incode, Munis, New World ERP, Infinite Visions, Tyler CAFR, Tyler Cashiering, Tyler HUB, Tyler Meeting Manger

Land & Official Records

Tyler provides robust county records management software and self-service applications for increased transparency and accessibility

Product Solutions – Eagle, Tyler Content Management

Public Safety

Tyler's Public Safety Solutions focus on Citation Management, Computer Aided Dispatch, Fire & EMS, Mobile Public Safety & Records

Product Solutions – Brazos, Incode Public Safety, MobileEyes, New World Public Safety

K-12 Education

Focused on schools, Tyler provides comprehensive ERP solutions targeted specifically at K-12 as well as robust SIS and Student Transportation solutions.

Product Solutions – Tyler SIS, Versatrans, Traversa, Munis, Infinite Visions, Incode

Transformative Technology

Tyler solutions provide a continuous spectrum of case management and business management solutions giving organizations the flexibility to commence application development initiatives from a variety of starting points.

Product Solutions - entellitrak

65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Tyler has a comprehensive offering of product solutions to service the public sector's needs. These solution are broken down into the following areas : Appraisal & Tax, Civic Services, Courts & Justice, Cybersecurity, Data & Insights, ERP, Land & Official Records, Public Safety, K-12 Education & Transformative Technology.	*
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Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
66	Enterprise resource planning (ERP) solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	Tyler provides broad, varied and comprehensive ERP solutions for the public sector	*
67	Human resource information systems (HRIS)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Tyler provides broad, varied and comprehensive HRIS solutions for the public sector	*
68	Financial management systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	Tyler provides broad, varied and comprehensive Financial solutions for the public sector	*
69	Enterprise content management (ECM) solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	Tyler provides broad and comprehensive ECM solutions for the public sector	*
70	Student information systems (SIS)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Tyler provides broad and comprehensive SIS solutions for the public sector	*
71	Facility management software (FMS)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Tyler provides broad and comprehensive CMMS and FMS solutions for the public sector	*
72	Court, corrections, law enforcement, or justice system software solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	Tyler provides broad and comprehensive Courts and Justice and Public Safety related software solutions.	*
73	Municipal services, inspections, and permitting management solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	Tyler provides broad and comprehensive solutions to satisfy the Civic Service needs of the public sector	*
74	Equipment and accessories related to the offering of systems or solutions described above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Hardware is provided that is necessary to operate Tyler's solutions	*
75	Services related to the offering of systems or solutions described above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Tyler offers comprehensive service offerings to support product development and implementation services to successfully implement our products	*

Table 15: Industry Specific Questions

Line Item	Question	Response *
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<p>76</p>	<p>If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.</p>	<p>Tyler has been a long time partner of Sourcewell and past benchmarks will immediately inform current contract success. As stated earlier in contract the mix of divisional usage is broadening and Tyler will continue to work to broaden divisional usage.</p> <p>From a operational perspective, Tyler is incredibly focused on detailed metrics that relate to our customer's satisfaction and our engagement level of support with each and every customer. Tyler conducts a number of surveys to compile and analyze data and shape ongoing improvements to it's support model.</p> <p>Annual Customer Satisfaction Survey –every client who has contacted us at least once in the past year receives an on-line, anonymous survey. Results are published to senior management and also reviewed at the annual user conference with clients.</p> <p>Remote support survey – each time we connect with a client using our remote support access tool, we ask for feedback regarding our responsiveness and knowledge for that issue.</p> <p>Incident Survey – We have a 3rd party survey organization who takes a sample of our daily incidents and surveys clients. They measure Courtesy, Knowledge, Timeliness Quality, and overall satisfaction. Each month we take our average monthly customer satisfaction scores and compare them to the industry average. This report gets reviewed by senior management.</p>
<p>77</p>	<p>Describe connectivity and integration capabilities between your offered solution(s) and other software systems.</p>	<p>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.</p> <p>Full Integrated Solutions</p> <p>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.</p> <p>File-based integration</p> <p>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.</p> <p>Many 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. Only after all workflow rules are 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.</p> <p>Microsoft Office Integration</p> <p>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.</p> <p>Applications include a variety of integrations with Microsoft Excel. Users can easily export application data directly to Microsoft Excel from most applications. Excel exports are not 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.</p> <p>Finally, many Tyler applications include integration with Microsoft Exchange calendars for appointments and meetings. Email notifications and alerts can be sent using most email servers, including Microsoft Exchange</p> <p>'Plug-and-Play' Application Support</p> <p>Tyler solutions include plug-and-play integrations for a variety of third-party applications</p>

through pre-packaged web services. Tyler develops and maintains these integrations, requiring no development expertise from the client to configure.

API Toolkits and API Connectors

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. 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.

Tyler's API Developer Portal serves as 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.

78	Describe your migration, customization, and upgrade processes.	<p>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 resources conduct hundreds of data conversions every year mapping legacy data through custom written programs. Your Tyler implementation team guides you through the process, starting with conversion analysis and mapping, followed by interactive data conversions and validations, and ending with final testing and loading into your production environment. Within three implementation stages, critical data conversion work packages outline the steps needed.</p> <p>Client technical lead(s) are responsible for exporting data from your legacy system. They present this export in the required format to Tyler's data expert(s). Tyler's data experts use custom written programs to convert your legacy data into conversion packages. Conversion passes are sent back to client conversion lead(s) for proofing, validation, and balancing. Client technical lead(s) may be re-engaged by client conversion lead(s) where necessary to modify legacy data in your current system. Once the final conversion pass is approved and signed off, it is ready to be loaded into production for processing.</p> <p>Data Conversion Standards & Responsibilities</p> <p>While Tyler's data conversions team has 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.</p> <p>Customization</p> <p>Client feedback is essential to Tyler and we value our clients time and effort to documenting suggestions. Every year the Munis product incorporates more than 1,000 specific functional enhancements. Your suggestions are the driving force behind these changes.</p> <p>While some modifications are determined and scheduled at the time of contract signing, more commonly, additional ideas and needs may become evident as users utilize the software during implementation and beyond. Tyler offers two options for clients to voice their product feedback: (a) client product suggestions, and (b) requests for quotes.</p> <p>Upgrades</p> <p>Upgrades occur periodically and are initiated by the client at any time via the Internet through a process called Live Update, making the process as convenient as possible for our clients. Patches and fixes are provided to the client through Live Update as well.</p> <p>Our evergreen development philosophy has been a strong differentiator that separates us from our competitors and provides a significant cost savings to our family of clients. Through evergreen, our clients receive the latest technology developments, releases, and updates without paying additional license fees – for the life of their Tyler product. While this has provided our clients with a return on investment that is unrivaled in our industry, the frequency and complexity of software releases can sometimes create a consumption gap for our clients.</p> <p>The gap exists when new features are released and, over time, users don't learn and apply these features to their work environments. EverGuide® is a Tyler-wide continuous improvement initiative to address the consumption gap. With EverGuide, our goal is to help our clients continue to grow and evolve their use of the functionality and enhancements of their Tyler product over time. Through our EverGuide initiative, we will:</p> <ul style="list-style-type: none"> • Help clients better leverage product enhancements • Provide a workflow "maturity model" for clients to follow • Offer strategic planning services and training resources • Offer a client executive program to help clients build and implement a continuous improvement plan • Provide domain expertise, with defined integration points and common support methodology
79	Describe your data integrity and protection standards, data backup, recovery and secure storage solutions.	<p>Tyler applications use a combination of database constraints and robust application level business logic to ensure data integrity.</p> <p>Due to the integrated nature of Tyler applications, single "master records" are shared across multiple products. This ensures one data record is maintained across multiple applications, eliminating the need to "sync" or manually entering duplicate data in multiple areas. Most data entry involved choosing records from pre-defined tables maintained by application administrators rather than entering data free form. Tyler applications follow best practice database rules for transaction rollbacks. Any in-flight transactions that are interrupted between a begin work and commit work, will roll back to the previous commit.</p>

Tyler Security Controls

Tyler employs a full-time application security team dedicated to continuously reviewing and enhancing the security posture of Tyler's products. Tyler uses enterprise level dynamic and static security scanning tools as part of our software development life cycle. In addition to scanning tools, Tyler's application security team executes manual assessments on all products using a testing methodology based upon the OWASP Testing Framework.

Application Security Controls

In-transit application data is encrypted over HTTPS and at-rest data encrypted through storage array level encryption.

Tyler applications require end-user authentication through Active Directory or application accounts, and employ a comprehensive Role Based Access Control (RBAC) security model. Integrated RBAC controls facilitate the management of application access through groups of permissions - roles - and assigning those roles to any number of 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 (i.e. what programs can users open), functional access (i.e. what processes can users perform) and finally, record-based and, where available, field level access (i.e. what data can users see). Role permissions can also span multiple modules within each application 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.

Once application roles are created, user accounts are added to the system, either manually or imported from Active Directory and roles are then assigned to a user, providing access to the system. All of this is done using easy-to-use, integrated applications, requiring very little technical expertise.

Administrative Security Controls

Tyler's Human Resource department follows standard recruitment, hiring, and termination processes. Every employee is subject to a background check prior to hire. Upon hire, all employees are required to sign an employee handbook acknowledgement, which includes security policies, and sign a confidentiality/non-disclosure agreement. All employees must complete and acknowledge corporate security awareness training annually.

Tyler implements a role-based access control methodology to ensure only authorized people with a need for access are given it. To the extent Tyler users have access, Tyler employs a least-privileged access strategy, meaning that individuals are given and use only the least administrative rights possible to do the task at hand. Tyler compliments these strategies with controls and monitoring to ensure only those authorized users can access the systems allowed.

Tyler SaaS Hosting Security Controls

Tyler SaaS Hosting Operations employ best practice security controls and are subject to annual assurance audits. Audits include SOX-404 Financial and IT General Control conducted by an independent CPA firm, SOC 1 Type 2 and SOC 2 Type 2 conducted by an independent AICPA firm, and PCI Security Council PA-DSS and PCI-DSS validation for Tyler's payment and payment gateway applications. *

Physical Security Controls

Using proximity key card entry systems and cameras, access to Tyler SaaS data centers is restricted to authorized personnel only. Data center entry attempts audited regularly by internal staff and external auditors. Tyler hosting services also include a dedicated Network Operations Center (NOC) for 24x7 monitoring of system utilization and network activity.

Technical Security Controls

Tyler SaaS employs a variety of industry-standard solutions for monitoring and intrusion detection and prevention. Firewalls include Intrusion Protection System (IPS) modules to detect and prevent intrusions. A variety of routine scans are performed regularly including vulnerability scans, anti-malware monitoring, external penetration tests, and static and dynamic security scanning. Tyler also leverages a third-party service for DDoS detection and mitigation.

On-premises Hosting

Tyler applications are based on industry standard technologies, supported in a variety

		<p>of deployments. Tyler recommends any industry standard third-party backup solution to manage on-premises backups. Backup procedures can be customized to the clients' expectations of recovery and down time in the event of a disaster.</p> <p>Tyler Disaster Recovery Services for On-premises Hosting</p> <p>Tyler Disaster Recovery Services is an optional disaster recovery (DR) service for on-premises hosted clients provided by Tyler Technologies. This service ensures continued access to client hosted Tyler product data in the event of a natural or man-made disaster. Tyler Disaster Recovery Services takes nightly backups of your organization's Tyler product data and, in the event of a disaster declaration, works in conjunction with Tyler Hosting Services to create a temporary hosted environment that can be accessed remotely throughout the disaster event, minimizing lost operating time.</p> <p>Tyler SaaS</p> <p>Tyler maintains two primary datacenters for hosted customers. One is owned by Tyler, located in Yarmouth, ME, and the other is a colocation facility, DataBank, located in Dallas, TX in the old Federal Reserve Building, originally built to withstand a nuclear disaster.</p> <p>Tyler SaaS data centers are built around enterprise compute systems running virtualized Windows Server and SQL Server environments. 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.</p> <p>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.</p> <p>Full server snapshots are performed daily after normal business hours. Through the Tyler SaaS Cloud Admin Portal, clients can also create on-demand application database backups at any time. Clients can request data restored from backups as defined through application-specific retention policies. Data is replicated between each data center nightly using an enterprise backup solution through virtual infrastructure snapshots. Tyler employs a documented Disaster Recovery Plan which is tested annually, and backup restore tests are performed weekly. Guaranteed recovery point objective (RPO) and recovery time objective (RTO) are 24 hours with standard services. Business continuity options with lower RTO and RPO are available for an additional fee.</p>
80	Describe your strategy related to implementation, integration and use of installation partners.	<p>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: Initiate and Plan, Assess and Define, Prepare Solution, Production Readiness, Production, and Close. 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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>Tyler has vetted third parties we partner with to enhance our client experience. Unless otherwise stated all installation and services are provided by Tyler staff.</p>

81	Identify any mobile applications available for your offered solutions, if applicable.	Tyler provides web-based platform agnostic solutions, 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 mobile device. Tyler also offers a variety of native mobile apps to better leverage device resources such as GPS or camera and integrated store-and-forward functionality allow using apps without a data connection and automatically syncs when back online.
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Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Financial Strength and Stability](#) - Tyler Technologies - 2019 Annual Report.pdf - Thursday September 03, 2020 13:58:23
 - [Marketing Plan/Samples](#) - Tyler Technologies Product Brochures.pdf - Thursday September 03, 2020 15:09:07
 - [WMBE/MBE/SBE or Related Certificates](#) - Enterprise_Group_Form_Contract_-_3Q19.pdf - Thursday September 03, 2020 15:21:18
 - [Warranty Information](#) - Enterprise_Group_Form_Contract_-_SAAS_-_4Q19.pdf - Thursday September 03, 2020 15:21:25
 - [Pricing](#) - Tyler Technologies _Sourcewell Pricing_Discount Summary.pdf - Thursday September 03, 2020 15:10:41
 - [Additional Document](#) - 2020 NWPS Pricebook Revision 1 081720.pdf - Thursday September 03, 2020 15:12:07

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcwell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcwell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://www.sam.gov/portal/3>; or
 - c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Andrea Fravert, Director of Legal Affairs, Tyler Technologies

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Public_Sector_Admin_Software_RFP_090320 Thu August 20 2020 03:52 PM	<input checked="" type="checkbox"/>	4
Addendum_6_Public_Sector_Admin_Software_RFP_090320 Mon August 17 2020 07:56 AM	<input checked="" type="checkbox"/>	2
Addendum_5_Public_Sector_Admin_Software_RFP_090320 Mon August 10 2020 02:35 PM	<input checked="" type="checkbox"/>	1
Addendum_4_Public_Sector_Admin_Software_RFP_090320 Thu August 6 2020 10:34 AM	<input checked="" type="checkbox"/>	2
Addendum_3_Public_Sector_Admin_Software_RFP_090320 Thu July 30 2020 03:38 PM	<input checked="" type="checkbox"/>	3
Addendum_2_Public_Sector_Admin_Software_RFP_090320 Thu July 23 2020 12:34 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Public_Sector_Admin_Software_RFP_090320 Fri July 17 2020 09:18 AM	<input checked="" type="checkbox"/>	1

ATTACHMENT B



HARDWARE AGREEMENT

This Hardware Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client is a member of Sourcewell (formerly known as National Joint Powers Alliance) ("Sourcewell") under member number 2515.

WHEREAS, Tyler participated in the competitive bid process in response to Sourcewell RFP #090320 by submitting a proposal, on which Sourcewell awarded Tyler a Sourcewell contract, numbered 090320-TTI (hereinafter, the "Sourcewell Contract");

WHEREAS, documentation of the Sourcewell competitive bid process, as well as Tyler's contract with and pricing information for Sourcewell is available at <https://sourcewell-mn.gov/cooperative-purchasing/>; and

WHEREAS, Client desires to purchase off the Sourcewell Contract to procure Enforcement Mobile hardware from Tyler, which Tyler agrees to deliver pursuant to the Sourcewell Contract and under the terms and conditions set forth below;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in the City's Integration Agreement, Sourcewell contract numbered 090320-TTI, and this Hardware Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Hardware Agreement.
- **"Client"** means City of San Antonio, Texas.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software or Hardware, as applicable.
- **"Documentation"** means any online or written documentation related to the services including, without limitations, any deliverables that we provide or otherwise make available to you.
- **"Effective Date"** means the date on which your authorized representative signs the City's Integration 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 provided the affected Party provides reasonable notice of the event of force majeure and exercises all reasonable diligence to remove the cause of force majeure.
- **"Investment Summary"** means the agreed upon cost proposal for the hardware 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.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment



ATTACHMENT B

Summary.

- **“Third Party Products”** means the Third Party Software, Third Party Hardware, and/or Third Party Services.
- **“Third Party Services”** means the services provided by third parties, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will provide you the third party hardware indicated in the Investment Summary. You agree to pay us the third party hardware fees in the amounts set forth in Sourcewell contract numbered 090320-TTI, which are listed in the Investment Summary.
2. Third Party Products Warranties.
 - 2.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.
 - 2.2 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.
 - 2.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant the condition 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 and will reasonably cooperate and coordinate for access to warranty service.

SECTION C – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section C(2).
2. Invoice Disputes. If you believe any delivered hardware does not conform to the warranties in the City’s Integration Agreement, Sourcewell contract numbered 090320-TTI, and 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 sufficient detail of the issues you contend are in dispute. We will provide a written response to you that will include either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work together 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 only withhold payment of the amount(s) actually in dispute until we complete the action items outlined in the plan. Unless otherwise agreed in the action plan, the Parties will have 30 calendar days to cure an outstanding issue. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items expressly agreed to be done by you in writing, then you will remit full

ATTACHMENT B

payment of the invoice in accordance with the Texas Prompt Payment Act. We reserve the right to suspend delivery of all services if you fail to pay an invoice not disputed as described above.

SECTION D – TERM & TERMINATION

1. Term. The Term of this Agreement shall be as set forth in Article 2, Section 2.1 of the Integration Agreement.
2. Termination. The Client may terminate this Agreement at any time by delivering a written notice of its intent to terminate to Tyler; provided, however, that the Client must pay Tyler for all costs and expenses incurred under this Agreement prior to the date of termination. Tyler may terminate this Agreement if the Client fails to pay any invoice when due or if the Client breaches any of its other obligations hereunder. Upon termination for any reason, each party shall immediately return all documentation, confidential information, and other information disclosed or otherwise delivered to the other party prior to such termination.
3. Termination for Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of thirty (30) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the services you have received, or we have incurred or delivered, prior to the effective date of termination.

SECTION E – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. General Indemnification.
 - 1.1. 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) arising out of the performance of this Agreement by us or our agents or employees; this indemnification includes (a) injury or death to person(s) or property alleged to have been caused by some defect in the equipment, products, or services under this Agreement; (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 the City's Integration Agreement, Sourcewell contract numbered 090320-TTI, and 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. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THE CITY'S INTEGRATION AGREEMENT, THE SOURCEWELL CONTRACT NUMBERED 090320-TTI, AND 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.**
3. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THE CITY'S INTEGRATION AGREEMENT, THE SOURCEWELL CONTRACT NUMBERED 090320-TTI, AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, A PARTY'S 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 THE LESSER OF (A) THE PARTY'S ACTUAL DIRECT DAMAGES OR (B) THREE**

ATTACHMENT B

TIMES THE AMOUNTS PAID BY YOU UNDER THIS AGREEMENT. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTION E (1).

4. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS OR FEDERAL LAW, AS APPLICABLE, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
5. Insurance. Insurance terms shall be as set forth in Article 6 of the Integration Agreement.

SECTION F – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional Tyler products and services at the rates set forth in the Investment Summary or the Sourcewell Contract numbered 090320-TTI, whichever is less, for six (6) months from the Effective Date by executing a mutually agreed addendum or Tyler purchase order. If no rate is provided in the Investment Summary, or those six (6) months have expired, you may purchase additional Tyler products and services at our then-current list price, also by executing a mutually agreed addendum or Tyler purchase order. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum or Tyler purchase order.
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for six (6) months from the Effective Date.
3. Dispute Resolution. Each party agrees to provide the other party with written notice within thirty (30) days of becoming aware of a dispute. Each party agrees to cooperate in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior, director-level representative to meet and engage in good faith negotiations with our appointed senior, director-level representative. Senior representatives will meet 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; however, we understand that you cannot guarantee that you will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by us may not be considered confidential under Texas law, or pursuant to a Court order. Unless otherwise agreed during the meeting between our senior representatives, the Parties will have 30 calendar days from such meeting to cure an outstanding issue. If we fail to resolve the dispute, either of us may exercise their remedies under the City's Integration Agreement, Article 5, Performance, Default, and Remedies or 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. Taxes. Client is a governmental tax-exempt entity and shall not be responsible for any taxes for any services provided for herein, whether federal or state. The fees paid to Tyler pursuant to this Agreement are inclusive of any applicable sales, use, personal property, or other taxes attributable to periods on or after the Effective Date of this Agreement.

ATTACHMENT B

5. Binding Effect; No Assignment. 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.
6. Force Majeure. 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 during the period of, and only to the extent of, such prevention or hindrance; 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.
7. No Intended Third Party Beneficiaries. 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 End User License Agreement(s).
8. Entire Agreement; Amendment. The City's Integration Agreement and the Sourcewell Contract numbered 090320-TTI, which are incorporated by reference herein, and 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. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
9. Severability. 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.
10. No Waiver. 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.
11. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
12. Notices. All notices or communications required or permitted as a part of this Agreement 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.

ATTACHMENT B

13. 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.
14. Governing Law. 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.
15. Multiple Originals and Signatures. 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.
16. Ownership. We reserve all rights not expressly granted to you in this Agreement. The Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Documentation.
17. Contract Documents. This Agreement includes the following addendum and exhibit:
- | | |
|-----------|------------------------------|
| Exhibit A | Investment Summary |
| Exhibit B | Invoicing and Payment Policy |

ATTACHMENT B

Exhibit A



Exhibit A Investment Summary

The following Investment Summary details the hardware 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.

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ATTACHMENT B



INVESTMENT SUMMARY

Tyler Software	\$ 0
Services	\$ 0
Third-Party Products	\$ 247,478
Other Cost	\$ 0
Travel	
Total One-Time Cost	\$ 247,478
Annual Recurring Fees/SaaS	\$ 0
Tyler Software Maintenance	\$ 0

ATTACHMENT B



Quoted By: James Mulvey
 Quote Expiration: 12/27/23
 Quote Name:

Sales Quotation For:

San Antonio Police Department
 214 W Nueva
 San Antonio, TX 78207-4585
 Phone: +1 (210) 207-7360

Shipping Address:

San Antonio Police Department
 515 S Frio St # B ATTN: Capt. Starnes
 San Antonio, TX 78207-4585

*****Sourcewell (formerly NJPA)
 Contract#:090320-TTI Tyler
 Technologies.
 Category: Technology, Security &
 Communication Solutions
 Description: Administrative Software
 Maturity Date: 11/02/2024

Third-Party Hardware, Software and Services

Description	Quantity	Unit Price	Total	Unit Maintenance	Year One Maintenance
Enforcement Mobile					
PWR-WUA5V12W0US - USB C Power Supply	110	\$ 32	\$ 3,520	\$ 0	\$ 0
CBL-TC5X-USBC2A-01 - USB C charging cable	110	\$ 13	\$ 1,430	\$ 0	\$ 0
SG-NGTC5TC7-HDSTP-03 - TC-73 had strap (pack of 3)	37	\$ 60	\$ 2,220	\$ 0	\$ 0
CRD-NGTC7-5SE5D - 5 slot Ethernet cradle	8	\$ 735	\$ 5,880	\$ 0	\$ 0
23844-00-00R / Zebra EVM, US AC Line Cord, grounded	8	\$ 14	\$ 112	\$ 0	\$ 0
Z1AE-TC73XX-5C00 / Zebra EVM, Warranty, TC73, 5 year	110	\$ 644	\$ 70,840	\$ 0	\$ 0
TC7301-0T1K4B1000-NA / Zebra EVM, HH, TC73, WIFI 6E, Advanced Range 2D					
SE55 Imager	110	\$ 1,470	\$ 161,700	\$ 0	\$ 0
SG-TC7X-STYLUS-03 / Zebra EVM, TC7X Stylus with Tether, 3 pack	37	\$ 48	\$ 1,776	\$ 0	\$ 0
TOTAL			\$ 247,478		\$ 0

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CONFIDENTIAL

Page 1

ATTACHMENT B

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 0	\$ 0
Total Annual	\$ 0	\$ 0
Total Tyler Services	\$ 0	\$ 0
Total Third-Party Hardware, Software, Services	\$ 247,478	\$ 0
Summary Total	\$ 247,478	\$ 0
Contract Total	\$ 247,478	

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.

Comments

Agency is responsible for paying any applicable state taxes. Contract total does not include tax.

ATTACHMENT B

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

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Expenses associated with onsite services are invoiced as incurred.

RETURN POLICY: When Hardware is included, Tyler will accept return of delivered hardware only within thirty (30) days of the date of delivery to you, and only if the hardware is returned sealed in its original packaging. Tyler will not issue any refund or credit for returned hardware that is not sealed in its original packaging and/or returned more than thirty (30) days after the date of delivery to you.

ATTACHMENT B



INVESTMENT SUMMARY

Tyler Software	\$ 0
Services	\$ 0
Third-Party Products	\$ 126,070
Other Cost	\$ 0
Travel	
Total One-Time Cost	\$ 126,070
Annual Recurring Fees/SaaS	\$ 0
Tyler Software Maintenance	\$ 0

ATTACHMENT B



Quoted By: James Mulvey
 Quote Expiration: 12/10/23
 Quote Name:

Sales Quotation For:

San Antonio Police Department
 214 W Nueva
 San Antonio, TX 78207-4585
 Phone: +1 (210) 207-7360

Shipping Address:

San Antonio Police Department
 515 S Frio St # B ATTN: Capt. Starnes
 San Antonio, TX 78207-4585

*****Sourcewell (formerly NJPA)
 Contract#:090320-TTI Tyler
 Technologies.
 Category: Technology, Security &
 Communication Solutions
 Description: Administrative Software
 Maturity Date: 11/02/2024

Third-Party Hardware, Software and Services

Description	Quantity	Unit Price	Total	Unit Maintenance	Year One Maintenance
Enforcement Mobile					
ZQ52-BUE0000-00 / Zebra, Printer, ZQ521	110	\$ 630	\$ 69,300	\$ 0	\$ 0
P1063406-031 / Zebra, ZQ520, Vehicle Charger, cig adapter	35	\$ 45	\$ 1,575	\$ 0	\$ 0
P1063406-030 / Zebra, ZQ520, Vehicle Charger-open ended	75	\$ 45	\$ 3,375	\$ 0	\$ 0
P1063406-062 / Zebra, ZQ500, Vehicle Cradle	110	\$ 125	\$ 13,750	\$ 0	\$ 0
P1063406-042 / Zebra, ZQ500, Mounting Plate	30	\$ 22	\$ 660	\$ 0	\$ 0
P1063406-044 / Zebra, ZQ520, Exoskeleton Case w/shoulder strap	30	\$ 125	\$ 3,750	\$ 0	\$ 0
Z1AE-ZQ5X-5C0 / Zebra, Warranty, ZQ500, 5 year	110	\$ 306	\$ 33,660	\$ 0	\$ 0
TOTAL			\$ 126,070		\$ 0

ATTACHMENT B

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 0	\$ 0
Total Annual	\$ 0	\$ 0
Total Tyler Services	\$ 0	\$ 0
Total Third-Party Hardware, Software, Services	\$ 126,070	\$ 0
Summary Total	\$ 126,070	\$ 0
Contract Total	\$ 126,070	

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.

Comments

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ATTACHMENT B

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ATTACHMENT B

Exhibit B



Exhibit B Invoicing and Payment Policy

We will provide you with the services set forth in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in this PSA.

Invoicing: We will invoice you for the applicable license and services fees in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Third Party Products.

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

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.

Integration Agreement Sourcewell Tyler - E-Citation Writers Clean 050324

Final Audit Report

2024-05-03

Created:	2024-05-03
By:	Rachel Mehlsak (rachel.mehlsak@tylertech.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAKIMGkyp3USK6TKlspB8fGCc9gTxiKp2l

"Integration Agreement Sourcewell Tyler - E-Citation Writers Clean 050324" History

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 Document e-signed by Sherry Clark (sherry.clark@tylertech.com)
Signature Date: 2024-05-03 - 0:21:44 AM GMT - Time Source: server

 Agreement completed.
2024-05-03 - 0:21:44 AM GMT