# SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

WHEREAS, Client is a member of Sourcewell (formerly known as National Joint Powers Alliance) ("Sourcewell") under member number 2648.

WHEREAS, Tyler participated in the competitive bid process in response to Sourcewell RFP #060624 by submitting a proposal, on which Sourcewell awarded Tyler a Sourcewell contract, numbered 060624-TTI attached as Exhibit G and incorporated herein, (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/060624-tti; and

WHEREAS Client desires to purchase off the Sourcewell contract to procure public safety software functionality 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 this Agreement, Tyler and Client agree as follows:

## SECTION A – DEFINITIONS

- **"Affiliated Organization"** means a government entity separate from you, but which will have access to the Tyler Software detailed in Exhibit A under this Agreement. Permissible Affiliated Organizations are listed in Exhibit A.
- **"Agreement"** means this Software as a Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means City of Columbia, Missouri.
- **"Data"** means data uploaded or provided by you or your End Users through the use of the Tyler Software and necessary to utilize the Tyler Software. "Data" excludes Service Usage Data.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary, if any.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent, based on a condition within our reasonable control. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the

Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.

- **"Effective Date"** means the last signature date set forth in the signature block.
- **"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.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Order Form"** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to the Client, including any addenda and supplements thereto.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **"Service Usage Data"** means data and telemetry collected by us relating to your or your authorized users' use of the Tyler Software and/or SaaS Services.
- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **"Statement of Work"** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit D.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party SaaS Services"** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary and not embedded in the Tyler Software.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms, as applicable.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement. The Tyler Software also includes embedded third-party software that we are licensed to embed in our proprietary software and sub-license to you.
- **"we"**, **"us"**, **"our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

## SECTION B – SAAS SERVICES

1. <u>Rights Granted.</u> We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9).

2. <u>SaaS Fees</u>. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the amount of Data Storage Capacity. You may add additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).

3. <u>Ownership</u>.

   3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

   3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

   3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

   3.4 You understand and agree that we may collect and use Service Usage Data to perform the SaaS Services, and for our own purposes, including the purposes described below. We may use Service Usage Data to (a) operate, maintain, manage, and improve existing and create new products and services, (b) maintain the security of the Tyler Software and SaaS Services, (c) aggregate your Service Usage Data and combine it with that of other clients and their users, and (d) use anonymized or aggregated Service Usage Data for our research, analytics or other business purposes. Service Usage Data will not be disclosed to any third-party unless (i) it is anonymized and aggregated such that it does not identify you, your users or your Confidential Information or (ii) we have entered into a written agreement with such third-party to bind them to applicable legal requirements with respect to the Service Usage Data. You agree to notify your users of our collection and use of Service Usage Data, obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to our collection and use of Service Usage Data.

4. <u>Restrictions</u>. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. <u>Software Warranty</u>. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process or to provide you with a functional equivalent. For the avoidance of doubt, to the extent any third-party software is embedded in the Tyler Software, your limited warranty rights are limited to our Defect resolution obligations set forth above; you do not have separate rights against the developer of the embedded third-party software.

6. SaaS Services.

6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a third-party data center, we will provide available compliance reports for that data center.

6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers. Tyler covenants that any data from the Client, its employees, or customers or derived therefrom shall be stored in the United States of America. The data or any information derived therefrom shall not be transferred, moved, or stored to or at any location outside the United States of America. Tyler covenants that Tyler, its subsidiaries, or subcontractors shall not sell or give away any such Client data or information derived therefrom.

6.3 The data centers utilized under this Agreement have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a disruption of SaaS Services from the data center hosting your data, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent unavailability of SaaS Services from the data center hosting your data. RTO represents the maximum duration of time following disruption of the SaaS Services within which your access to the Tyler Software must be restored.

6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

6.5 We test our disaster recovery plan on an annual basis and mitigate any findings in accordance with industry standards.

6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.

6.7 We provide secure Data transmission paths between each of your workstations and our servers.

6.8 The data centers utilized under this Agreement are accessible only by authorized personnel with a unique key entry. All other visitors to such data centers must be signed in and accompanied by authorized

personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

7. Affiliated Organizations for the Tyler Software.

   7.1 Access by Affiliated Organizations. We will grant each Affiliated Organization access to the Tyler Software according to the terms of this Agreement, and each such Affiliated Organization must abide by the terms of this Agreement.

## SECTION C – OTHER PROFESSIONAL SERVICES

1. Other Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on the documented scope of the project as of the Effective Date. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work.

4. Cancellation. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (b) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You agree that it is your responsibility to ensure that you satisfy the then-current system requirements, if any, minimally required to run the Tyler Software.

7. Client Assistance. You acknowledge that the implementation of the Tyler Software, and the ability to meet project deadlines and other milestones, is a cooperative effort requiring the time and resources of your personnel, as well as ours. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement.

8. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

9. <u>Maintenance and Support</u>. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

   9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);

   9.2 provide support during our established support hours;

   9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

   9.4 make available all releases to the Tyler Software (including updates and enhancements) that we make generally available and deploy, without additional charge; and

   9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform any maintenance and support services remotely. For any on-premise clients or components, we currently use a third-party secure connectivity tool called BeyondTrust (formerly Bomgar), as well as GoToAssist by Citrix. You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and reasonable access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) week's advance notice.

**SECTION D – THIRD PARTY PRODUCTS**

To the extent there are any Third Party Products identified in the Investment Summary, the Third Party Terms will apply. You acknowledge that we may have embedded third-party functionality in the Tyler Software that is not separately identified in the Investment Summary. If that third-party functionality is not separately identified in the Investment Summary, the limited warranty applicable to the Tyler Software applies, and we further warrant that the appropriate Developer has granted us the necessary license to (i) embed the unidentified third-party functionality in the Tyler Software; and (ii) sub-license it to you through our license grant to the Tyler Software. You may receive maintenance and support on such embedded third-party software under the Maintenance and Support Agreement.

**SECTION E – INVOICING AND PAYMENT; INVOICE DISPUTES**

1. <u>Invoicing and Payment</u>. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).

2. <u>Invoice Disputes</u>. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

## SECTION F – TERM AND TERMINATION

1. <u>Term</u>. The initial term of this Agreement is two (2) years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms. unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement. Fees in the first renewal term shall be the same as in the initial term. Fees in the second renewal term shall increase no more than five percent (5%) from the prior term. Fees in the third renewal term shall increase no more than five percent (5%) from the prior term. After the third renewal term and all other subsequent renewal terms, Tyler shall provide to Client an Investment Summary or Quote at least sixty (60) days in advance of the renewal.

2. <u>Termination</u>. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).

   2.1 <u>Failure to Pay SaaS Fees</u>. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

   2.2 <u>For Cause</u>. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3). Client may terminate this Agreement for cause in the event (i) Tyler becomes insolvent or generally does not pay its debts as they become due or admits, in writing, its inability to pay its debts or makes an assignment for the benefit of creditors; or (ii) Insolvency, receivership, reorganization, bankruptcy proceedings or other proceedings for relief under bankruptcy laws are commenced by or against Tyler.

   2.3 <u>Force Majeure</u>. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.

   2.4 <u>Lack of Appropriations</u>. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written

notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience during the initial term and first renewal term.

2.5 <u>Termination for Convenience.</u> After the initial term and first renewal term, Client may terminate this Agreement for convenience with thirty (30) days written notice.

3. <u>Return of Data.</u> Upon termination or expiration of this Agreement, provided that Client has paid Tyler all amounts due under this Agreement, performed all obligations required to be performed by Client, and is not in material breach of this Agreement, Tyler shall promptly assist Client with the provision of all Client data to Client as a native database export in a mutually agreeable format. Tyler shall be paid all applicable charges for services rendered through final termination of this Agreement and shall be reimbursed its reasonable out-of-pocket costs and expenses incurred in providing such termination assistance.

## SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. <u>Intellectual Property Infringement Indemnification</u>.

   1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

   1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

   1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

   1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. <u>General Indemnification</u>.

   2.1 We will defend, indemnify, and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information

in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.

4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability of at least $1,000,000; (c) Professional Liability of at least $1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least $5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

## SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional Tyler products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum or Tyler purchase order. If no rate is provided in the Investment Summary, or those twelve (12) 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 twelve (12) months from the Effective Date.

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project. Tyler agrees to comply with Missouri State Statute section 285.530 in that Tyler shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of this contract Tyler shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Tyler shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Tyler shall require each subcontractor to affirmatively state in its contract with Tyler that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Tyler shall also require each subcontractor to provide Tyler with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. 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.

9. <u>Force Majeure</u>. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. <u>No Intended Third Party Beneficiaries</u>. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

11. <u>Entire Agreement; Amendment</u>. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. <u>Severability</u>. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. <u>No Waiver</u>. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. <u>Independent Contractor</u>. We are an independent contractor for all purposes under this Agreement.

15. <u>Notices</u>. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. <u>Client Lists</u>. Tyler shall not use, in its external advertising, marketing programs, or other promotional efforts, any data, pictures, or other representation of Client except on the specific written authorization in advance of Client's Purchasing Agent. Tyler shall not install any signs or other displays within or without Client's premises unless in each instance the prior written approval of Client's Purchasing Agent has been obtained. However, nothing in this clause shall preclude Tyler from listing Client on its routine client list for matters of reference.

17. <u>Confidentiality</u>. 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. To the extent Client engages independent contractors to fulfill its obligations under this Agreement, Client shall enter into a written agreement with said independent contractors that contains confidentiality covenants at least as restrictive as the confidentiality covenants contained herein. 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; or

(b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure; or

(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, or a subpoena; 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.

(e) Nothing in this Agreement shall be construed to supersede, conflict with or otherwise defeat any provision of the Missouri Revised Statues Chapter 610 Governmental Bodies and Records ("Missouri Sunshine Law").

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

19. 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.

20. Multiple Originals and Authorized 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. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

23. Twilio Acceptable Use Policy and Terms of Service. Your use of the Tyler Software may include functionality provided by a Third Party Developer, Twilio. Your rights, and the rights of any of your end users, to use said functionality are subject to the terms of the Twilio Acceptable Use Policy, available at http://www.twilio.com/legal/aup, and to applicable provisions found in the current Twilio Terms of Service, available at https://www.twilio.com/legal/tos. By signing a Tyler Agreement or accessing, installing, or using

any such Tyler solution, you certify that you have reviewed, understand and agree to said terms. Tyler hereby disclaims any and all liability related to your or your end user's failure to abide by the terms of the Twilio Acceptable Use Policy or Terms of Service. Any liability for failure to abide by said terms shall rest solely with the person or entity whose conduct violated said terms.

24. <u>No Waiver of Immunities.</u> In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

25. <u>Contract Documents</u>. This Agreement includes the following exhibits:

| | |
|---|---|
| Exhibit A | Investment Summary |
| Exhibit B | Invoicing and Payment Policy |
| | Schedule 1: Business Travel Policy |
| Exhibit C | Service Level Agreement |
| | Schedule 1: Support Call Process |
| Exhibit D | Statement of Work |
| Exhibit E | Tyler's Responses to the City's RMS Requirements Matrix |
| Exhibit F | IT Questionnaires |
| Exhibit G | Sourcewell contract #060624-tti |

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By: *Sherry Clark*

Name: Sherry Clark

Title: Group General Counsel

Date: 08/05/25

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

*With a copy to:*
Tyler Technologies, Inc.
5101 Tennyson Parkway
Plano, TX 75024
Attention: Legal Department

City of Columbia, Missouri

By:_____

Name: De'Carlon Seewood

Title: City Manager

Date:_____

Address for Notices:
701 E. Broadway
PO Box 6015
Columbia, Missouri 65205
Attention: Finance Department

Columbia Police Department
600 E. Walnut
Columbia, Missouri 65201
Attention: Lisa Roland, Sarah Jones

ATTESTED BY:

_____

Sheela Amin, City Clerk


APPROVED AS TO FORM:

_____

Nancy Thompson, City Counselor/mc


CERTIFICATION: I hereby certify that the above expenditure is within the purpose of the appropriation to which it is charged, Account No. _CIP #00843_, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.  ↳ 44008820-604990-00843

By: _____
            Director of Finance

**tyler** technologies

**Exhibit A**
**Investment Summary**

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Investment Summary is prepared in accordance with Sourcewell Contract #060624-tti, attached as Exhibit G.

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**Sales Quotation For:**
Columbia Police Department
ACCOUNTS PAYABLE
701 E BROADWAY # 5
Columbia MO 65201-4461
Phone: +1 (573) 874-7404

**Shipping Address:**
Columbia Police Department
600 E Walnut St

Columbia MO 65201-4461

## Annual / SaaS

| Description | Fee | Discount | Annual |
|---|---|---|---|
| **Enterprise Public Safety** | | | |
| **Platform** | | | |
| EPS Platform - Standard | $ 107,900 | $ 0 | $ 107,900 |
| EPS Platform - Mobility | $ 3,000 | $ 0 | $ 3,000 |
| **Law Enforcement Records Management System** | | | |
| Enterprise Law Enforcement Records | $ 85,200 | $ 26,560 | $ 58,640 |
| Alarms | $ 1,893 | $ 568 | $ 1,325 |
| Bookings | $ 1,893 | $ 568 | $ 1,325 |
| Crash | $ 1,893 | $ 568 | $ 1,325 |
| Equipment and Inventory | $ 1,893 | $ 568 | $ 1,325 |
| Gangs | $ 1,893 | $ 568 | $ 1,325 |
| Narcotics | $ 1,893 | $ 568 | $ 1,325 |
| Use of Force | $ 1,893 | $ 568 | $ 1,325 |
| Link Analysis | $ 12,600 | $ 3,780 | $ 8,820 |
| Content Manager Core | $ 17,040 | $ 5,112 | $ 11,928 |
| Livescan Interface | $ 6,627 | $ 1,988 | $ 4,639 |

| | | | |
|---|---|---|---|
| Citizen Reporting Interface | $ 10,887 | $ 3,266 | $ 7,621 |
| NCIC Interface | $ 29,347 | $ 8,804 | $ 20,543 |
| Report Writing [210 Users] | $ 54,600 | $ 16,380 | $ 38,220 |
| Law Enforcement Records Management Data Mart / Includes 5-6 users | $ 6,627 | $ 1,988 | $ 4,639 |
| Public Safety Analytics (Performance Dashboard, Citizen Connect, Explorer, Analytics) | $ 38,800 | $ 11,640 | $ 27,160 |
| **Mobile** | | | |
| Enterprise Mobile Server Software | $ 44,967 | $ 13,490 | $ 31,477 |
| Enterprise Law Enforcement Field Mobile with Advanced Mapping [194] | $ 43,650 | $ 13,095 | $ 30,555 |
| **Other** | | | |
| Data Archive | $ 4,000 | $ 0 | $ 4,000 |
| **Enforcement Mobile** | | | |
| **License** | | | |
| Enforcement Mobile Site License | $ 63,000 | $ 18,900 | $ 44,100 |
| **Interface** | | | |
| Interface: Enterprise Public Safety Records - eCrash | $ 0 | $ 0 | $ 0 |
| Interface: Enterprise Law Enforcement Records [2] | $ 0 | $ 0 | $ 0 |
| Interface: Missouri - ShowMe Court | $ 3,999 | $ 1,200 | $ 2,799 |
| **Task** | | | |
| Task: Code Enforcement | $ 3,999 | $ 1,200 | $ 2,799 |
| **Subscription License Fees** | | | |
| Interface: Device Level (Central Square Mobile) | $ 3,999 | $ 1,200 | $ 2,799 |
| Report: MO Annual Traffic Stop (Included) | $ 0 | $ 0 | $ 0 |
| Task: MO Traffic Stop (Included) | $ 0 | $ 0 | $ 0 |
| Interface: MoDOT | $ 3,999 | $ 1,200 | $ 2,799 |
| Public Safety Analytics - Enforcement Mobile Crash, Citation, Citizen Connect | $ 21,000 | $ 6,300 | $ 14,700 |
| Interface: City Court (Karpel) | $ 3,999 | $ 1,200 | $ 2,799 |
| Task: MO Tow | $ 3,999 | $ 1,200 | $ 2,799 |
| Crash Report Software Site License (Website diagram tool - Not to exceed 150 user licenses) | $ 30,000 | $ 9,000 | $ 21,000 |

**TOTAL**       $ 465,011

**Services**

| Description | Quantity | Unit Price | Discount | Total |
|---|---|---|---|---|
| **Enterprise Public Safety** | | | | |
| Project Management | 1 | $ 94,400 | $ 0 | $ 94,400 |
| Systems Assurance – Standard | 1 | $ 13,050 | $ 0 | $ 13,050 |
| Mobility Implementation | 1 | $ 4,000 | $ 0 | $ 4,000 |
| GIS Implementation - Standard | 1 | $ 27,260 | $ 0 | $ 27,260 |
| Decision Support Software Service | 1 | $ 10,150 | $ 0 | $ 10,150 |
| NCIC Installation | 1 | $ 21,025 | $ 0 | $ 21,025 |
| Law Enforcement Records Configuration (up to 5 agencies) | 1 | $ 20,880 | $ 0 | $ 20,880 |
| Law Enforcement Records Training | 1 | $ 17,400 | $ 0 | $ 17,400 |
| Law Enforcement Records Go-Live Support | 1 | $ 13,050 | $ 0 | $ 13,050 |
| IBR Submission | 1 | $ 7,250 | $ 0 | $ 7,250 |
| Livescan Interface Installation | 1 | $ 4,640 | $ 0 | $ 4,640 |
| Citizen Reporting Interface Installation | 1 | $ 2,320 | $ 0 | $ 2,320 |
| Report Writing Implementation Fee | 1 | $ 20,000 | $ 0 | $ 20,000 |
| Law Enforcement Mobile Messaging Configuration | 1 | $ 4,350 | $ 0 | $ 4,350 |
| Law Enforcement Mobile Messaging Training (includes 10 trainers ea.) | 1 | $ 4,350 | $ 0 | $ 4,350 |
| Law Enforcement Mobile Messaging Go-Live | 1 | $ 8,700 | $ 0 | $ 8,700 |
| Call For Service Import to RMS -Central Square One Solution CAD | 1 | $ 17,600 | $ 0 | $ 17,600 |
| Public Safety Analytics Installation & Remote Training | 1 | $ 4,500 | $ 0 | $ 4,500 |
| Enterprise Law Enforcement Additional Modules | | | | $ 13,280 |
| Data Archive Conversions | | | | $ 55,100 |
| **Enforcement Mobile** | | | | |
| Set Up & Configuration (Karpel Interface) | 1 | $ 2,500 | $ 0 | $ 2,500 |
| Set Up & Configuration (MO Tow Task) | 1 | $ 2,500 | $ 0 | $ 2,500 |
| Set Up & Configuration (MO ShowMe Court) | 1 | $ 2,500 | $ 0 | $ 2,500 |
| Set Up & Configuration (Analytics) | 1 | $ 4,500 | $ 0 | $ 4,500 |
| Project Management | 1 | $ 7,000 | $ 0 | $ 7,000 |
| Set Up & Configuration | 1 | $ 19,500 | $ 0 | $ 19,500 |
| Set Up & Configuration - Enterprise Public Safety Interface | 1 | $ 0 | $ 0 | $ 0 |
| Set Up & Configuration - Crash Report | 1 | $ 5,500 | $ 0 | $ 5,500 |
| Set-Up & Configuration - Device Optimization, Hardware (per device/printer) | 150 | $ 50 | $ 0 | $ 7,500 |
| Training | 1 | $ 5,000 | $ 0 | $ 5,000 |
| Training: Standard Crash Training Package | 1 | $ 2,000 | $ 0 | $ 2,000 |
| Set Up & Configuration (MoDOT Interface) | 1 | $ 2,500 | $ 0 | $ 2,500 |

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| Description | Quantity | Unit Price | Discount | Total |
|---|---|---|---|---|
| Set-Up & Configuration - OS platform - iOS | 1 | $ 2,500 | $ 0 | $ 2,500 |
| Set-Up & Configuration - OS platform - Android | 1 | $ 2,500 | $ 0 | $ 2,500 |
| Set-Up & Configuration - OS platform - Windows OS | 1 | $ 0 | $ 0 | $ 0 |
| Set Up & Configuration (Code Task) | 1 | $ 2,500 | $ 0 | $ 2,500 |
| Set Up & Configuration (MO Traffic Stop Task) | 1 | $ 0 | $ 0 | $ 0 |
| Set Up & Configuration (MO Annual Traffic Stop Report) | 1 | $ 0 | $ 0 | $ 0 |
| Set Up & Configuration (Central Square Device Level Interface) | 1 | $ 2,500 | $ 0 | $ 2,500 |
| **TOTAL** | | | | **$ 434,305** |

**Third-Party Hardware, Software and Services**

| Description | Quantity | Unit Price | Discount | Total | Total Annual |
|---|---|---|---|---|---|
| Enterprise Public Safety | | | | | |
| Software | | | | | |
| Embedded Third Party Software | 1 | $ 44,250 | $ 0 | $ 44,250 | $ 9,293 |
| Hardware | | | | | |
| Redundant VPN Appliance Bundle | 2 | $ 6,000 | $ 0 | $ 12,000 | $ 0 |
| **TOTAL** | | | | **$ 56,250** | **$ 9,293** |

| Summary | One Time Fees | Recurring Fees |
|---|---|---|
| Total Tyler Software | $ 0 | $ 0 |
| Total Annual | $ 0 | $ 465,011 |
| Total Tyler Services | $ 434,305 | $ 0 |
| Total Third-Party Hardware, Software, Services | $ 56,250 | $ 9,293 |
| Estimated Travel | $ 61,360 | $ 0 |

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**Summary Total**                                          $ 551,915                    $ 474,304

**Detailed Breakdown of Conversions (Included in Summary Total)**

| Description | Quantity | Unit Price | Discount | Total |
|---|---|---|---|---|
| Enterprise Public Safety | | | | |
| Conversion | | | | |
| Data Archive Single Source: LERMS (up to 10 modules; includes Active Warrants and On-Hand Property imports into Enterprise LERMS) | 1 | $ 55,100 | $ 0 | $ 55,100 |
| **TOTAL** | | | | **$ 55,100** |

**Assumptions**
Unless a Workstation License is included, Enterprise Public Safety Law Enforcement Records includes 36 licenses.

For additional information, please visit https://empower.tylertech.com/enterprise-public-safety-specifications.html
Additional Report Writing users beyond the number set forth in the Investment Summary will be invoiced at Tyler's then-current per-user rate.

Enforcement Mobile:

Site License for Crash (Includes website diagram tool - not to exceed 150 user licenses)

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**Exhibit B**
**Invoicing and Payment Policy**

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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

1. <u>SaaS Fees</u>. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F(1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.

1.1 You can purchase additional per-user licenses identified in the Investment Summary via a signed Tyler quote to fulfill your personnel needs.

2. <u>Professional Services</u>.

    2.1 The implementation and other professional services set forth in the Investment Summary shall be invoiced on a fixed-fee basis upon completion of the milestones set forth below:

| Project Stage | Statement of Work Milestone Payments | Invoice Amount |
|---|---|---|
| 1 | Control Point 1: Initiate and Plan | 0% |
| 2 | Control Point 2: Assess and Define Stage | 15% |
| 3 | Control Point 3: Prepare Solution Stage | 15% |
| 4 | Control Point 4: Production Readiness Stage | 20% |
| 5 | Control Point 5: Production Stage (Go Live) | 25% |
| 6 | Control Point 6: Close Stage/ Completion | 25% |
| | Total: | 100% |

3. <u>Third Party Products</u>.

    3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

    3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software, if any, is invoiced when we make it available to you for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Third Party SaaS:* Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party's then-current rates.

3.5 *Third Party Services:* Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

4.  Expenses. The rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

**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.

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technologies

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# Exhibit B
# Schedule 1
# Business Travel Policy

1.  Air Travel

    A.  Reservations & Tickets

    The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within $100 (each way) of the lowest logical fare. If a net savings of $200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

    Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

    Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

    B.  Baggage Fees

    Reimbursement of personal baggage charges are based on trip duration as follows:

    *   Up to five (5) days = one (1) checked bag
    *   Six (6) or more days = two (2) checked bags

    Baggage fees for sports equipment are not reimbursable.

2.  Ground Transportation

    A.  Private Automobile

    Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by

using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B.  Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C.  Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D.  Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3.  Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4.  Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in

accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A.  Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon                    Lunch and dinner
Depart after 12:00 noon                     Dinner

Return Day

Return before 12:00 noon                    Breakfast
Return between 12:00 noon & 7:00 p.m.       Breakfast and lunch
Return after 7:00 p.m.*                     Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast       15%
Lunch           25%
Dinner          60%

B.  Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5.  Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to $10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.

## Exhibit C
## Service Level Agreement

### I.      Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

### II.      Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

*Actual Attainment:* The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: (Service Availability – Downtime) ÷ Service Availability.

*Client Error Incident*: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

*Downtime*: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

*Emergency Maintenance:* (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

*Planned Downtime:* Downtime that occurs during a Standard or Emergency Maintenance window.

*Service Availability:* The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

*Standard Maintenance:* Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

### III.      Service Availability

#### a.      Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

#### b.      Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work

with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c.     Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

| Client Relief Schedule | |
|---|---|
| Actual Attainment | Client Relief |
| 99.99% - 99.50% | Remedial action will be taken |
| 99.49% - 98.50% | 2% |
| 98.49% - 97.50% | 4% |
| 97.49% - 96.50% | 6% |
| 96.49% - 95.50% | 8% |
| Below 95.50% | 10% |

## IV.     Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.

**tyler** technologies

**Exhibit C**
**Schedule 1**
**Support Call Process**

**Support Channels**

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:
(1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most "how-to" and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
(2) Email – for less urgent situations, users may submit emails directly to the software support group.
(3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.
   *Channel availability may be limited for certain applications.*

*Support Resources*

A number of additional resources are available to provide a comprehensive and complete support experience:
(1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
(2) Tyler Search – a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
(3) Tyler Community – provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
(4) Tyler University – online training courses on Tyler products.

**Support Availability**

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

| New Year's Day | Labor Day |
|---|---|
| Martin Luther King, Jr. Day | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving |
| Independence Day | Christmas Day |

Emergency 24-hours per day, 7 days per week, telephone support is available for reporting Priority Level 1 Defects for Enterprise CAD and eCitation only.

**Incident Handling**

*Incident Tracking*

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler's Customer Portal or by calling software support directly.

*Incident Priority*

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

| Priority Level | Characteristics of Support Incident | Resolution Targets* |
| --- | --- | --- |
| 1 Critical | Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions. | Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database. |
| 2 High | Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data. | Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database. |

| Priority Level | Characteristics of Support Incident | Resolution Targets[*] |
|---|---|---|
| 3 Medium | Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure. | Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database. |
| 4 Non-critical | Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level. | Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release. |

[*]*Response and Resolution Targets may differ by product or business need*

*Incident Escalation*

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

*Remote Support Tool*

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

**Exhibit D**
**Statement of Work**

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# Columbia Police Department

## SOW from Tyler Technologies, Inc.

**7/7/2025**

Presented to:
Sarah Jones
700 E. Walnut St.
Columbia, MO 65201

Contact:
Jamie Lund
Email: Jamie.Lund@TylerTech.com
840 West Long Lake Rd., Troy, MI 48098

# Table of Contents

# Part 1: Executive Summary

## 1. Project Overview

### 1.1 Introduction

Tyler Technologies ("Tyler") is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler's end-to-end solutions empower public sector entities including local, state, provincial and federal government, 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 transform how clients gain actionable insights that solve problems in their communities.

### 1.2 Project Goals

This Statement of Work ("SOW") documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and the CPD (collectively the "Project").

The overall goals of the project are to:

- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals
- Streamlining business processes through automation, integration, and workflows
- Provide a user-friendly user interface to provide officer efficiencies
- Reduce redundant data entry
- Provide strong analytical capabilities and citizen transparency

### 1.3 Methodology

This is accomplished by the CPD and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler's six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

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

## Tyler's Six Stage Project Methodology



INITIATE & PLAN → ASSESS & DEFINE → PREPARE SOLUTION → PRODUCTION READINESS → PRODUCTION → CLOSE → Evergreen Continuous Improvement

GOVERNANCE

TYLER PROJECT MANAGEMENT | TYLER CLIENT SERVICES
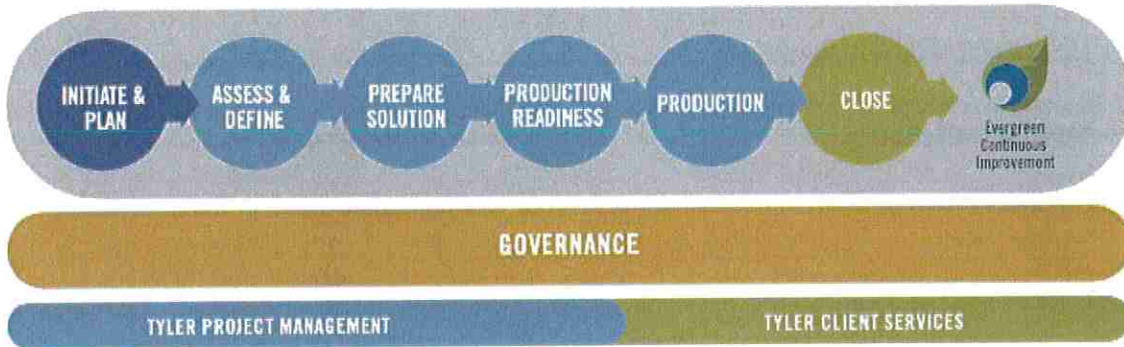
The methodology adapts to both single-phase and multiple-phase projects.

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

## Iterative Project Model



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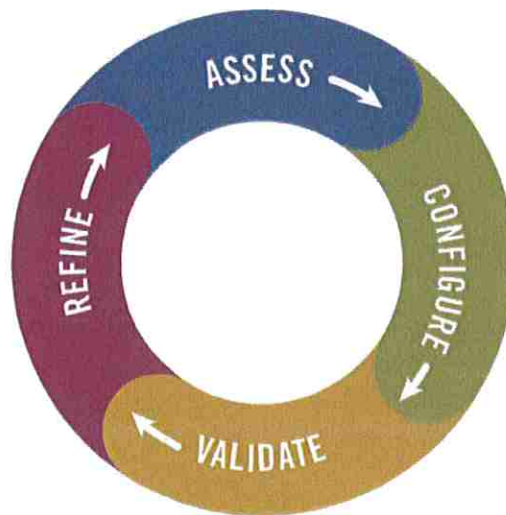
The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to complete the Project efficiently and effectively.

# Part 2: Project Foundation

## 2.   Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

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

## Project Governance Relationships



**CLIENT LEADERSHIP**

EXECUTIVE SPONSOR
Champions the project, secures buy-in, provides oversight and ultimate decision-making

STEERING COMMITTEE
Monitors progress, goals and objectives

PROJECT MANAGER
Oversees project schedule and tasks

**TYLER LEADERSHIP**

EXECUTIVE SPONSOR
Provides oversight and ultimate decision-making

IMPLEMENTATION MANAGER
Monitors progress

PROJECT MANAGER
Oversees project schedule and tasks

# 3.    Project Scope Control

## 3.1    Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the "triple constraints" or project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.

**Project Management Triangle**
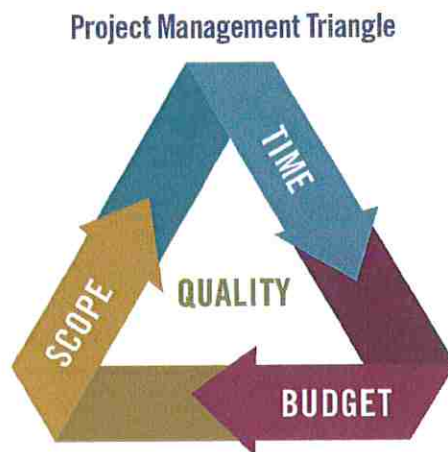


A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

## 3.2    Change Control

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

## 3.3    Change Request Management

Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and delays relative to the schedule, some changes may result in less cost to the CPD; for example, the CPD may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:

- The nature of the change.
- A good faith estimate of the additional cost or associated savings to the CPD, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

The CPD will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and the CPD). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.

# Change Request Process

| NEED | SCOPE | DETAILS | REQUEST | CHANGES | SCHEDULE |
|------|-------|---------|---------|---------|----------|
| CLIENT IDENTIFIES NEED/ DESIRE FOR CHANGE | TYLER ASSESSES / DETERMINES OUT OF SCOPE | CLIENT DETAILS NEED IN CHANGE REQUEST FORM | IF TYLER AGREES WITH THE REQUEST | CLIENT AUTHORIZES OR DECLINES THE CHANGE | SCHEDULE ADJUSTED TO ACCOMMODATE THE CHANGE IF NECESSARY |
| | | | If Tyler Agrees with Request, Estimate provided to client, otherwise reason for denial provided | | Including addition of new tasks that result from the change |

# 4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each CPD office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the CPD will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining CPD feedback and approval on Project deliverables will be critical to the success of the Project. The CPD project manager will strive to gain deliverable and decision approvals from all authorized CPD representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each CPD department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

- The CPD shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the CPD does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the CPD does not agree the Deliverable or Control Point meets requirements, the CPD shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The CPD shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the CPD does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

# 5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for the CPD and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at the CPD, but are roles defined within the Project. It is common for individual resources on both the Tyler and CPD project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

## 5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.

### 5.1.1 Tyler Executive Manager

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the CPD 's overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to the CPD 's executive sponsor.

### 5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with CPD management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

### 5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk, and issue management, and is the primary point of contact for all Project related items. As requested by the CPD, the Tyler Project Manager provides regular updates to the CPD Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

#### 5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone sign-offs for acceptance by the CPD project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

#### 5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.
- Collaborates with the CPD project manager(s) to plan and schedule Project timelines to achieve on-time implementation.

### 5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between the CPD and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to the CPD any items that may impact the outcomes of the Project.
- Collaborates with the CPD's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with the CPD's project manager(s) to set a routine communication plan that will aide all Project team members, of both the CPD and Tyler, in understanding the goals, objectives, status, and health of the Project.

### 5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.
- Interfaces closely with Tyler developers to coordinate program Modification activities.

## 5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides the CPD through software validation process following configuration.
- Assists during Go-Live process and provides support until the CPD transitions to Client Services.
- Facilitates training sessions and discussions with the CPD and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.

## 5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

## 5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).
- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.

- Deploys Tyler products.
- Conducts GIS Planning.
- Reviews GIS data and provides feedback to the CPD.
- Loads CPD provided GIS data into the system.

## 5.2    CPD Roles & Responsibilities

CPD resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

### 5.2.1  CPD Executive Sponsor

The CPD executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the CPD steering committee, project manager(s), and functional leads to make critical business decisions for the CPD.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

### 5.2.2  CPD Steering Committee

The CPD steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the CPD project manager and Project through participation in regular internal meetings. The CPD steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The CPD steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
  - Cost
  - Scope
  - Schedule
  - Project Goals
  - CPD Policies
  - Needs of other client projects

## 5.2.3  CPD Project Manager

The CPD shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. The CPD Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the CPD project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a timely fashion to avoid Project delays. The CPD project manager(s) are responsible for reporting to the CPD steering committee and determining appropriate escalation points.

### 5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

### 5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for the CPD project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

### 5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between the CPD and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both the CPD staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

### 5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all CPD resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
- Provides direction and support to project team.

- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to CPD technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.
- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

## 5.2.4 CPD Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to the CPD project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
  o Task completion
  o Stakeholder Meeting
  o Project Management Plan development
  o Schedule development
  o Maintenance and monitoring of risk register
  o Escalation of issues
  o Communication with Tyler project team
  o Coordination of CPD resources
  o Attendance at scheduled sessions
  o Change management activities
  o Modification specification, demonstrations, testing and approval assistance
  o Data analysis assistance
  o Decentralized end user training
  o Process testing
  o Solution Validation

## 5.2.5 CPD Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on the CPD business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.

- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to the CPD staff during and after implementation.
- Participate in conversion review and validation.

### 5.2.6  CPD End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

### 5.2.7  CPD Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for CPD third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.
- Extracts and transmits conversion data and control reports from the CPD's legacy system per the conversion schedule set forth in the project schedule.

#### 5.2.7.1 CPD GIS

- Participates in GIS planning activities.
- Responsible for management and maintenance of CPD GIS infrastructure and data.
- Ensures GIS data/service endpoints are in alignment with Tyler software requirements.
- Provides Tyler implementation team with GIS data/service access information.

#### 5.2.7.2 CPD Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the CPD's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with CPD and Tyler resources.

- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

### 5.2.8 CPD Change Management Lead

- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.

# Part 3: Project Plan

## 6.  Project Stages

**Work Breakdown Structure**

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

## Work Breakdown Structure (WBS)

| 1. Initiate & Plan | 2. Assess & Define | 3. Prepare Solution | 4. Production Readiness | 5. Production | 6. Close |
|---|---|---|---|---|---|
| 1.1 Initial Coordination | 2.1 Solution Orientation | 3.1 Initial System Deployment | 4.1 Solution Validation | 5.1 Go Live | 6.1 Phase Close Out |
| 1.2 Project/Phase Planning | 2.2 Current & Future State Analysis | 3.2 Configuration | 4.2 Go Live Readiness | 5.2 Transition to Client Services | 6.2 Project Close Out |
| 1.3 Infrastructure Planning | 2.3 Modification Analysis | 3.3 Process Refinement | 4.3 End User Training | 5.3 Post Go Live Activities | |
| 1.4 Stakeholder Meeting | 2.4 Conversion Assessment | 3.4 Conversion Delivery | | | |
| 1.5 GIS Planning* | 2.5 Data Assessment | 3.5 Data Delivery | | | |
| | | 3.6 Modifications* | | | |

*Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as "This work package is not applicable" in Section 6 of the Statement of Work.*

## 6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

### 6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides the CPD with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. the CPD gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the CPD's team. During this step, Tyler will work with the CPD to establish the date(s) for the Project and Phase Planning session.

**Objectives:**

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify CPD project team.

| STAGE 1 | Initial Coordination | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Tyler | | | | | | | | CPD | | | | | | | | |
| RACI MATRIX KEY:<br>R = Responsible<br>A = Accountable<br>C = Consulted<br>I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power) | Department Heads | End Users | Technical Leads |
| Tyler project team is assigned | A | R | C | I | I | I | I | | I | | I | | | | | | |
| CPD project team is assigned | | | | | | | | | A | I | R | I | I | I | | | |
| Provide initial project documents to the CPD | | A | R | C | | | C | | I | | I | | | | | | |
| Gather preliminary information requested | | | I | | | | | | A | | R | C | | C | | C | C |
| Sales to implementation knowledge transfer | | A | R | I | I | I | I | | | | I | | | | | | |
| Create Project Portal to store project artifacts and facilitate communication | | A | R | | | | | | | | I | | | | | | |

| Inputs | Contract documents |
|---|---|
| | Statement of Work |

| Outputs/Deliverables | Working initial project documents |
|---|---|
| | Project portal |

**Work package assumptions:**

- Project activities begin after the agreement has been fully executed.

## 6.1.2 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify applications to implement in each Phase (if applicable), and discuss implementation timeframes.

During this work package Tyler will work with the CPD to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all CPD Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to the CPD's Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.

Tyler will work with the CPD Project Team to prepare and deliver the Project Management Plan as an output of the planning meeting. This plan will continue to evolve and grow as the Project progresses and will describe how the project will be executed, monitored, and controlled.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize the CPD with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.

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

| | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts | Department Heads | End Users | Technical Leads |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Develop Project Management Plan | A | R | | | | | | I | | | C | C | I | | | | |
| Develop initial project schedule | A | R | I | I | I | I | | I | I | | C | C | I | I | C | | I |

| Inputs | Contract documents |
|---|---|
| | Statement of Work |
| | Guide to Starting Your Project |

| Outputs / Deliverables | | Acceptance Criteria [only] for Deliverables |
|---|---|---|
| | Project Management Plan | Delivery of document |
| | Project Operational Plan | Delivery of document |
| | Initial Project Schedule | CPD provides acceptance of schedule based on resource availability, project budget, and goals. |

**Work package assumptions:**

- CPD has reviewed and completed the Guide to Starting Your Project document.

## 6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. . The CPD is responsible for the installation, setup and maintenance of all peripheral devices.

**Objectives:**

- Ensure the CPD's infrastructure meets Tyler's application requirements.
- Ensure the CPD's infrastructure is scheduled to be in place and available for use on time.

| STAGE 1 | Infrastructure Planning | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Tyler | | | | | | | | CPD | | | | | | | | |
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| Initial Infrastructure Communication | A | R | | C | | C | | | | | C | | | | | | C |
| Schedule Environment Availability | A | R | | | | C | | | | | I | | | | | | |

| Inputs | Initial Infrastructure Requirements |
|---|---|

| Outputs / Deliverables | | Acceptance Criteria [only] for Deliverables |
|---|---|---|
| | Completed Infrastructure Requirements | Delivery of Requirements |

## 6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the CPD Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the CPD team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

**Objectives:**

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

| STAGE 1 | Stakeholder Meeting | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Tyler | | | | | | | | CPD | | | | | | | | |
| RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power | Department Heads | End Users | Technical Leads |
| Create Stakeholder Meeting Presentation | I | A | R | I | I | | | | I | I | C | | I | | | | |
| Review Stakeholder Meeting Presentation | | I | C | | | | | | A | | R | | C | | | | |
| Perform Stakeholder Meeting Presentation | I | A | R | I | I | | | | I | I | C | I | I | I | I | I | I |

| Inputs | Agreement |
|---|---|
| | SOW |
| | Project Management Plan |

| Outputs / Deliverables | | Acceptance Criteria [only] for Deliverables |
|---|---|---|
| | Stakeholder Meeting Presentation | |

**Work package assumptions:**

- None

## 6.1.5 GIS Planning

GIS data is a core part of many Tyler applications. Other CPD offices/products may also use this data and have different GIS requirements. A key focus of this preparation will be the process for developing the GIS data for use with Tyler applications. This can be an iterative process, so it is important to begin preparation early.

**Objectives:**

- Identify all CPD GIS data sources and formats.
- Tyler to understand the CPD's GIS needs and practices.
- Ensure the CPD's GIS data meets Tyler product requirements.

| STAGE 1 | GIS Preparation | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Tyler | | | | | | | | CPD | | | | | | | | |
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| Initial GIS Planning Meeting | | A | R | | | | C | | | | C | | | | | | C |
| Determine all GIS Data Sources | | I | | | | | I | | A | | R | | | | | | C |
| Provide Source GIS Data | | I | | | | | I | | A | | R | | | | | | C |
| Review GIS Data and Provide Feedback | | A | R | | | | C | | | | I | | | | | | C |

| Inputs | GIS Requirements Document |
|---|---|

| Outputs / Deliverables | | Acceptance Criteria [only] for Deliverables |
|---|---|---|
| | Production Ready Map Data | Meets Tyler GIS Requirements. |

**Work package assumptions:**

- GIS data provided to Tyler is accurate and complete.
- GIS data provided to Tyler is current.
- CPD is responsible for maintaining the GIS data.

## 6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler's receipt of this stage acceptance.

**Initiate & Plan Stage Deliverables:**

- Project Management Plan
- Initial Project Schedule

**Initiate & Plan stage acceptance criteria:**

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to the CPD
- Stakeholder meeting complete
- GIS Data Production Ready
- Completed Infrastructure Requirements and Design Document
- System Passes Infrastructure Audit (as applicable)

## 6.2   Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current CPD business processes. This information will be used to identify and define business processes utilized with Tyler software. The CPD collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

### 6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on CPD team knowledge transfer such as: eLearning, documentation, or walkthroughs. The CPD team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler's solution.

Objectives:

- Provide a basic understanding of system functionality.
- Prepare the CPD for current and future state analysis.

| STAGE 2 | Solution Orientation | |
|---|---|---|
| | Tyler | CPD |

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|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Provide pre-requisites | | | A | R | | | | | | | I | I | | I | I | | I |
| Complete pre-requisites | | | | | | | | | | | A | R | | C | | | C |
| Conduct orientation | | | A | R | | | | | | | I | I | | I | I | | I |

| Inputs | Solution orientation materials |
|---|---|
| | Training Plan |

## 6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

The CPD and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The CPD will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the CPD's responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget, and resource availability.

| STAGE 2 | Current & Future State Analysis | |
|---|---|---|
| | Tyler | CPD |

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|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Current State process review | | | A | R | I | I | I | | | | C | C | C | C | | | C |
| Discuss future-state options | | | A | R | C | C | C | | | | C | C | C | C | | | C |
| Make future-state decisions (non-COTS) | | | C | C | C | C | C | | | | A | R | I | C | | | C |
| Document anticipated configuration options required to support future state | | | A | R | C | C | C | | | | I | I | I | I | | | I |

| Inputs | CPD current state documentation |
|---|---|
| | Solution Orientation completion |

| Outputs / Deliverables | | Acceptance Criteria [only] for Deliverables |
|---|---|---|
| | Documentation that describes future-state decisions and configuration options to support future-state decisions. | Delivery of document |

**Work package assumptions:**

- CPD attendees possess sufficient knowledge and authority to make future state decisions.
- The CPD is responsible for any documentation of current state business processes.
- The CPD can effectively communicate current state processes.

## 6.2.3 Modification Analysis

Tyler strives to provide robust, off-the-shelf solutions. Tyler can offer a comprehensive solution that allows for the unique nature of each client's business processes. Though opportunities to enhance Tyler products may exist, Tyler recommends Clients utilize existing functionality and, when necessary, adjust their business practices to the products; application refinements and enhancements should only be considered when no viable solution for a given process is available within the included Tyler products. We do recognize that some Projects may require modifications to the solution(s) to meet certain CPD business needs, including interfaces with 3rd party products, custom reports, or other custom product modifications. Some Projects have specific modifications included in the Project budget, others do not. If it's determined that additional, out of scope modifications are necessary to meet CPD needs, a Change Request is needed and additional cost estimate(s) will be provided by Tyler.

**Objectives:**

- Identify and define in-scope modifications.
- Identify and define out-of-scope modifications.
- Approve all modifications.

| STAGE 2 | Modifications analysis | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Tyler | | | | | | | | CPD | | | | | | | | |
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| Identify which modifications are within the scope/budget of this project [where applicable] | A | R | | | | I | | | I | | C | | | | | | |
| Analyze/write a Business Requirements documents for each modification | A | R | C | C | C | | | | | | C | C | | C | | | |
| Review/Approve Business Requirements documents | | | C | C | | C | | | A | | R | C | | C | | | |
| Refine project schedule based on included modifications | A | R | | | I | C | | | | | C | | | | | | |

| Inputs | Modification Requirements |
|---|---|
| | Current & Future State Analysis Document |
| | Project Budget/Financial documents |
| | Project Schedule |

| Outputs / Deliverables | | Acceptance Criteria [only] for Deliverables |
|---|---|---|
| | Modification Specifications | Meets CPD's business needs |
| | Change Requests for out-of-scope modifications | Meets CPD's business needs |
| | Revised Project Schedule | |

## Work package assumptions:

- 3rd party interfaces – The CPD is responsible for coordinating with the 3rd party.

## 6.2.4 Conversion Assessment

Data Conversions are a major effort in any software implementation. Tyler's conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler system. The first step in this process is to perform an assessment of the existing ("legacy") system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.

### Objectives:

- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- Map the data from the source to the Tyler system.
- Document the data conversion/loading approach.

| STAGE 2 | Data Conversion Assessment | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Tyler | | | | | | | | CPD | | | | | | | | |
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| Extract Data from Source Systems | | | I | | C | | | | | | A | | | | | | R |
| Review and Scrub Source Data | | | I | I | I | | | | | | A | R | | C | | | I |
| Build/Update Data Conversion Plan | | | R | C | C | | | | | | C | I | I | I | | | I |

| Inputs | CPD Source data |
|---|---|
| | CPD Source data Documentation (if available) |

| Outputs / Deliverables | | **Acceptance Criteria [only] for Deliverables** |
|---|---|---|
| | Data Conversion Plan built/updated | CPD Acceptance of Data Conversion Plan, if Applicable |

### Work package assumptions:

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with the CPD representatives to identify business rules before writing the conversion.
- CPD subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

### 6.2.5 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler's receipt of the Stage Acceptance.

**Assess & Define Stage Deliverables:**

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.

**Assess & Define Stage Acceptance Criteria:**

- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.

## 6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the CPD against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

### 6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

**Objectives:**

- All licensed software is installed and operational.
- The CPD can access the software.

| STAGE 3 | Initial System Deployment (Hosted/SaaS)* | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Tyler | | | | | | | CPD | | | | | | | | |
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| Task | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Prepare hosted environment | | A | | | R | | | | I | | | | | C |
| Install Licensed Software for Included Environments | | A | | | R | | | | I | | | | | C |
| Install Licensed Software on CPD Devices (if applicable) | | I | | | C | | | A | | | | | | R |
| Tyler System Administration Training (if applicable) | | A | | | R | | | | I | | | | | C |

| Outputs / Deliverables | | Acceptance Criteria [only] for Deliverables |
|---|---|---|
| | Licensed Software is Installed on the Server(s) | Software is accessible |
| | Licensed Software is Installed on CPD Devices (if applicable) | Software is accessible |
| | Installation Checklist/System Document | |

**Work package assumptions:**

- The most current available version of the Tyler Licensed Software will be installed.
- The CPD will provide network access for Tyler modules, printers, and Internet access to all applicable CPD and Tyler Project staff.

## 6.3.2 Configuration

The purpose of Configuration is to prepare the software product for validation.

Tyler staff collaborates with the CPD to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. The CPD collaborates with Tyler staff iteratively to validate software configuration.

**Objectives:**

- Software is ready for validation.
- Educate the CPD Power User how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

| STAGE 3 | Configuration |
|---|---|
| | Tyler | CPD |

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|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Conduct configuration training | | A | R | | | | | | | | I | C | | C | | | |
| Complete Tyler configuration tasks (where applicable) | | A | R | | | | | | | | I | I | | I | | | |
| Complete CPD configuration tasks (where applicable) | | | I | C | | | | | | | A | R | | C | | | |
| Standard interfaces configuration and training (if applicable) | | A | R | | | | C | | | | I | C | | C | | | C |
| Updates to Solution Validation testing plan | | | C | C | | | | | | | A | R | | C | | | C |

| Inputs | Documentation that describes future state decisions and configuration options to support future state decisions. |
|---|---|

| Outputs /<br>Deliverables | | **Acceptance Criteria [only] for Deliverables** |
|---|---|---|
| | Configured System | |

## Work package assumptions:

- Tyler provides guidance for configuration options available within the Tyler software. The CPD is responsible for making decisions when multiple options are available.

### 6.3.3 Process Refinement

Tyler will educate the CPD users on how to execute processes in the system to prepare them for the validation of the software. The CPD collaborates with Tyler staff iteratively to validate software configuration options to support future state.

## Objectives:

- Ensure that the CPD understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.

| STAGE 3 | Process Refinement | | | | | | | | | | | | | | | | |

| RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed | Tyler | | | | | | | | CPD | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power) | Department Heads | End Users | Technical Leads |
| Conduct process training | | | A | R | | | | | | | I | C | I | C | | | |
| Confirm process decisions | | | I | C | | | | | A | | R | C | I | C | | | |
| Test configuration | | | I | C | | | | | | | A | R | | C | | | |
| Refine configuration (CPD Responsible) | | | I | C | | | | | | | A | R | | C | | | |
| Refine configuration (Tyler Responsible) | | | A | R | | | | | | | I | I | | I | | | |
| Validate interface process and results | | | I | C | | | C | | | | A | R | | C | | | C |
| Update CPD-specific process documentation (if applicable) | | | I | C | | | | | | | A | R | | C | | | |
| Updates to Solution Validation testing plan | | | C | C | | | | | | | A | R | | C | | | C |

| Inputs | Initial Configuration |
|---|---|
| | Documentation that describes future state decisions and configuration options to support future state decisions. |
| | Solution validation test plan |

| Outputs / Deliverables | | Acceptance Criteria [only] for Deliverables |
|---|---|---|
| | Updated solution validation test plan | |
| | Completed CPD-specific process documentation (completed by CPD) | |

## Work package assumptions:

- None

## 6.3.4 Conversion Delivery

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

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



**Objectives:**

- Data is ready for production (Conversion).

| STAGE 3 | Data Delivery & Conversion | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Tyler | | | | | | | CPD | | | | | | | | |
| RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power | Department Heads | End Users | Technical Leads |
| Provide data crosswalks/code mapping tool | | | A | C | R | | | | | | I | I | | I | | | |
| Populate data crosswalks/code mapping tool | | | I | C | C | | | | | | A | R | | C | | | |

| | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Iterations: Conversion Development | | A | C | R | | | | | | I | | | | I |
| Iterations: Deliver converted data | | A | | R | | I | | | | I | | | | I |
| Iterations: Proof/Review data and reconcile to source system | | | C | C | C | | | | | | A | R | C | C |

| Inputs | |
|---|---|
| | Data Conversion Plan |
| | Configuration |

| Outputs / Deliverables | | Acceptance Criteria [only] for Deliverables |
|---|---|---|
| | Code Mapping Complete / Validated | |
| | Conversion Iterations / Reviews Complete | Conversion complete, verified, and ready for final pass |

**Work package assumptions:**

- The CPD will provide a single file layout per source system as identified in the investment summary.
- The CPD subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- The CPD project team will be responsible for completing the code mapping activity, with assistance from Tyler.

## 6.3.5 Modifications Delivery

Tyler consistently recommends that our clients utilize the software out-of-the-box and adjust business processes to conform, but we recognize there may be times when a modification of the software is requested to meet reporting obligations, functionality desires, or integrations with external systems. This work package focuses on the successful, high-quality delivery of the approved, in-scope modifications.

**Objectives:**

- Deliver contracted software modifications.
- Complete or update required configuration for the modifications.
- Test the delivered modifications.

| STAGE 3 | Modifications Delivery | |
|---|---|---|
| | Tyler | CPD |

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|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Validate scheduled development for completion | | | A | | | R | | | | | I | | | | | | |
| Conduct periodic scope review sessions (as applicable) | | | A | C | | R | | | | | I | C | | C | | | |
| Modify Solution Validation Plan (if applicable) | | | C | C | | | | | | | A | R | | C | | | |
| Deliver (pre-production) modifications for testing | | | A | I | I | R | C | | | | I | I | | I | | | I |
| Test delivered modifications | | | I | C | | C | | | | | A | R | | C | | | I |
| Update configuration (if applicable) | | | A | R | | | | | | | | | | | | | |
| Update process documentation as needed | | | I | I | | | | | | | A | R | | C | | | |
| Approve modifications for Production delivery | | | I | I | | | | | | | A | R | | C | | | |
| Deliver modifications to Production | | | A | I | I | R | C | | | | I | I | | I | | | I |

| Inputs | |
|---|---|
| | Modification specification |

| Outputs / Deliverables | | **Acceptance Criteria [only] for Deliverables** |
|---|---|---|
| | Completed modifications | CPD approves modification per scope |
| | Updated Modification Specification (if applicable) | |
| | Updated Solution Validation Plan | |
| | Updated process documentation (if applicable) | |
| | Revised configuration (if applicable) | Modification passes testing/approved by CPD after configuration is updated |

## Work package assumptions:

- Only approved modifications with approved scope will be provided.

- Only modifications approved for the current phase (if multi-phase) will be delivered.
- Additional scope requests may require additional budget.
- Modifications will be tested upon delivery.

### 6.3.6 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler's receipt of the Stage Acceptance.

**Prepare Solution Stage Deliverables:**

- Licensed software is installed.
- Installation checklist/system document.
- Conversion iterations and reviews complete.
- Completed modifications.
- Revised configuration for modification (if applicable).

**Prepare Solution Stage Acceptance Criteria:**

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

## 6.4 Production Readiness

Activities in the Production Readiness stage will prepare the CPD team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the CPD to review the status of the project and the organizations readiness for go-live.

### 6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that the CPD verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

**Objectives:**

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure the CPD organization is ready to move forward with go-live and training (if applicable).

| STAGE 4 | Solution Validation | |
|---|---|---|
| | Tyler | CPD |

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|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Update Solution Validation plan | | | A | R | C | | | | | | C | C | | C | | | |
| Update test scripts (as applicable) | | | C | C | C | | | | | | A | R | | C | | | |
| Perform testing | | | C | C | C | | | | | | A | R | | C | | | |
| Document issues from testing | | | C | C | C | | | | | | A | R | | C | | | |
| Perform required follow-up on issues | | | A | R | C | | | | | | C | C | | C | | | |

| Inputs | Solution Validation plan |
|---|---|
| | Completed work product from prior stages (configuration, business process, etc.) |

| Outputs / Deliverables | | Acceptance Criteria [only] for Deliverables |
|---|---|---|
| | Solution Validation Report | CPD updates report with testing results |

**Work package assumptions:**

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.

## 6.4.2 Go-Live Readiness

Tyler and the CPD will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the CPD has considered its ability to successfully Go-Live. Issues and concerns will be discussed, and mitigation options documented. Tyler and the CPD will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

**Objectives:**

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

| STAGE 4 | Go-Live Readiness | |
|---|---|---|
| | Tyler | CPD |

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|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Perform Readiness Assessment | I | A | R | C | C | I |  | C | I | I | I | I |  | I |  |  | I |
| Conduct Go-Live planning session |  | A | R | C |  |  |  |  |  |  | C | C | C | C | C |  | C |
| Order peripheral hardware (if applicable) |  |  | I |  |  |  |  |  |  | A | R |  |  |  |  |  | C |
| Confirm procedures for Go-Live issue reporting & resolution |  | A | R | I | I | I | I |  |  |  | C | C | I | I | I | I | I |
| Develop Go-Live checklist |  | A | R | C | C |  |  |  |  |  | C | C | I | C |  |  | C |
| Final system infrastructure review (where applicable) |  |  | A |  |  |  | R |  |  |  | C |  |  |  |  |  | C |

| Inputs | Future state decisions |
|---|---|
|  | Go-live checklist |

| Outputs / Deliverables |  | Acceptance Criteria [only] for Deliverables |
|---|---|---|
|  | Updated go-live checklist | Updated Action plan and Checklist for go-live delivered to the CPD |

**Work package assumptions:**

- None

## 6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Train the Trainer: Tyler provides one occurrence of each scheduled training or implementation topic. CPD users who attended the Tyler sessions may train additional users. Additional Tyler led sessions may be contracted at the applicable rates for training.

Tyler Led: Tyler provides training for all applicable users. One or multiple occurrences of each scheduled training or implementation topic will be covered.

Self-directed: Tyler provides e-learning, documentation, or videos to facilitate end user training.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler's responsibility to develop CPD specific business process documentation. CPD-led training labs using CPD

specific business process documentation if created by the CPD can be added to the regular training curriculum, enhancing the training experiences of the end users.

## Objectives:

- End users are trained on how to use the software prior to go-live.
- The CPD is prepared for on-going training and support of the application.

| STAGE 4 | End User Training | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Tyler | | | | | | | | CPD | | | | | | | | |
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| Update training plan | | A | R | C | | | | | | | C | | I | | C | | |
| End User training (Tyler-led) | | A | R | C | | | | | | | C | C | I | C | C | C | |
| Train-the-trainer | | A | R | C | | | | | | | C | C | I | C | | | |
| End User training (CPD-led) | | | C | C | | | | | | | A | R | I | C | C | C | |

| Inputs | Training Plan |
|---|---|
| | List of End Users and their Roles / Job Duties |
| | Configured Tyler System |

| Outputs /<br>Deliverables | | Acceptance Criteria [only] for Deliverables |
|---|---|---|
| | End User Training | CPD signoff that training was delivered |

## Work package assumptions:

- The CPD project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with the CPD as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of CPD departments.
- The CPD will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

## 6.4.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler's receipt of the stage acceptance.

**Production Readiness stage deliverables:**

- Solution Validation Report.
- Update go-live action plan and/or checklist.
- End user training.

**Production Readiness stage acceptance criteria:**

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

## 6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and the CPD will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with the CPD to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

### 6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, the CPD and Tyler will complete work assigned to prepare for Go-Live.

The CPD provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, the CPD manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with the CPD during Go-Live activities. The CPD transitions to Tyler software for day-to day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

**Objectives:**

- Execute day to day processing in Tyler software.
- CPD data available in Production environment.

| STAGE 5 | Go-Live | |
|---|---|---|
| | Tyler | CPD |

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|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Provide final source data extract, if applicable | | | C | C | | | | | | | A | | | | | | R |
| Final source data pushed into production environment, if applicable | | A | C | R | | | | | | | I | C | | C | | | C |
| Proof final converted data, if applicable | | | C | C | C | | | | | | A | R | | C | | | |
| Complete Go-Live activities as defined in the Go-Live action plan | | | C | C | C | | | | | A | R | C | I | C | | | |
| Provide Go-Live assistance | | | A | R | C | C | | I | | | C | C | I | C | | I | C |

| Inputs | Comprehensive Action Plan for Go-Live |
|---|---|
| | Final source data (if applicable) |

| Outputs / Deliverables | | **Acceptance Criteria [only] for Deliverables** |
|---|---|---|
| | Data is available in production environment | CPD confirms data is available in production environment |

## Work package assumptions:

- The CPD will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The CPD business processes required for Go-Live are fully documented and tested.
- The CPD Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The CPD Project Team and Power User's provide business process context to the end users during Go-Live.

## 6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of the CPD onto the Tyler Client Services team, who provides the CPD with assistance following Go-Live, officially transitioning the CPD to operations and maintenance.

**Objectives:**

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to the CPD teams for key processes and subject areas.

| STAGE 5 | Transition to Client Services | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Tyler | | | | | | | | CPD | | | | | | | | |
| RACI MATRIX KEY:<br>R = Responsible<br>A = Accountable<br>C = Consulted<br>I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power | Department Heads | End Users | Technical Leads |
| Transfer CPD to Client Services and review issue reporting and resolution processes | I | I | A | I | I | | | | R | I | I | C | C | C | | | |
| Review long term maintenance and continuous improvement | | | A | | | | | | R | | | C | C | C | | | |

| Inputs | Open item/issues List |
|---|---|

| Outputs / Deliverables | | **Acceptance Criteria [only] for Deliverables** |
|---|---|---|
| | Client Services Support Document | |

**Work package assumptions:**

- No material project issues remain without assignment and plan.

### 6.5.3 Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

**Objectives:**

- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

| STAGE 5 | Post Go-Live Activities | |
|---|---|---|
| | Tyler | CPD |

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|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Schedule contracted activities that are planned for delivery after go-live | A | R | C | C | C | C | I | | | | C | C | I | C | | | C |
| Determine resolution plan in preparation for phase or project close out | A | R | C | C | C | | I | | | | C | C | I | C | | | |

| Inputs | List of post Go-Live activities |
|---|---|

| Outputs / Deliverables | | Acceptance Criteria [only] for Deliverables |
|---|---|---|
| | Updated issues log | |

**Work package assumptions:**

- System is being used in a live production state.

### 6.5.4 Control Point 5: Production Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler's receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.

## 6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. The CPD transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).

## 6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of the CPD for systems implemented in the Phase.

**Objectives:**

- Agreement from Tyler and the CPD teams that activities within this phase are complete.

| STAGE 6 | Phase Close Out | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Tyler | | | | | | | | CPD | | | | | | | | |
| RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power Users) | Department Heads | End Users | Technical Leads |
| Reconcile project budget and status of contract Deliverables | I | A | R | | | | | | I | I | C | | | | | | |
| Hold post phase review meeting | | A | R | C | C | C | C | | | | C | C | C | C | | | C |
| Release phase-dependent Tyler project resources | A | R | I | | | | | | | | I | | | | | | |

| Participants | Tyler | CPD |
|---|---|---|
| | Project Leadership | Project Manager |
| | Project Manager | Project Sponsor(s) |
| | Implementation Consultants | Functional Leads, Power Users, Technical Leads |
| | Technical Consultants (Conversion, Deployment, Development) | |
| | Client Services | |

| Inputs | Contract |
|---|---|
| | Statement of Work |
| | Project artifacts |

| Outputs / Deliverables | | Acceptance Criteria [only] for Deliverables |
|---|---|---|
| | Final action plan (for outstanding items) | |
| | Reconciliation Report | |
| | Post Phase Review | |

**Work package assumptions:**

- Tyler deliverables for the phase have been completed.

## 6.6.2 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time the CPD may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

**Objectives:**

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

| STAGE 6 | Project Close Out | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Tyler | | | | | | | | CPD | | | | | | | | |
| RACI MATRIX KEY:<br>R = Responsible<br>A = Accountable<br>C = Consulted<br>I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power | Department Heads | End Users | Technical Leads |
| Conduct post project review | | A | R | C | C | C | C | | | | C | C | C | C | | | C |
| Deliver post project report to CPD and Tyler leadership | I | A | R | | | | | | I | I | C | | | | | | |
| Release Tyler project resources | A | R | I | | | | | | | | I | | | | | | |

| Inputs | Contract |
|---|---|
| | Statement of Work |

| Outputs / Deliverables | | **Acceptance Criteria [only] for Deliverables** |
|---|---|---|
| | Post Project Report | CPD acceptance; Completed report indicating all project Deliverables and milestones have been completed |

**Work package assumptions:**

- All project implementation activities have been completed and approved.

- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

### 6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

**Close Stage Deliverables:**

- Post Project Report.

**Close Stage Acceptance Criteria:**

- Completed report indicating all Project deliverables and milestones have been completed.

# 7. General Assumptions

Tyler and the CPD will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a few assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

## 7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The CPD Project Team will complete their necessary assignments in a mutually agreed upon timeframe to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the CPD project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, the CPD is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring the CPD to make process changes.
- The CPD is responsible for defining, documenting, and implementing their policies that result from any business process changes.

## 7.2 Organizational Change Management

Unless otherwise contracted by Tyler, CPD is responsible for managing Organizational Change. Impacted CPD resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is ensuring that impacted CPD resources understand the value of the change, and why they are being asked to change.

## 7.3  Resources and Scheduling

- CPD resources will participate in scheduled activities as assigned in the Project Schedule.
- The CPD team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and the CPD will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget, and schedule) will be assessed and documented as part of the change control process.
- The CPD will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- The CPD makes timely Project related decisions to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- The CPD will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- The CPD will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

## 7.4  Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- The CPD is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with the CPD representatives to identify business rules before writing the conversion. The CPD must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.
- The CPD will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- The CPD Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- The CPD is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)

## 7.5   Facilities

- The CPD will provide dedicated space for Tyler staff to work with CPD resources for both on-site and remote sessions. If Phases overlap, CPD will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The CPD will provide staff with a location to practice what they have learned without distraction.

# 8. Glossary

| Word or Term | Definition |
|---|---|
| Acceptance | Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria. |
| Accountable | The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI] |
| Application | A computer program designed to perform a group of coordinated functions, tasks, or activities for the benefit of the user. |
| Application Programming Interface (API) | A defined set of tools/methods to pass data to and received data from Tyler software products |
| Agreement | This executed legal contract that defines the products and services to be implemented or performed. |
| Business Process | The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function. |
| Business Requirements Document | A specification document used to describe Client requirements for contracted software modifications. |
| Change Request | A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties. |
| Change Management | Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes |
| Code Mapping [where applicable] | An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue]. |
| Consulted | Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI] |
| Control Point | This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met. |
| Data Mapping [where applicable] | The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system. |
| Deliverable | A verifiable document or service produced as part of the Project, as defined in the work packages. |
| Go-Live | The point in time when the Client is using the Tyler software to conduct daily operations in Production. |
| Informed | Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI] |

| | |
|---|---|
| Infrastructure | The composite hardware, network resources and services required for the existence, operation, and management of the Tyler software. |
| Interface | A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system. |
| Integration | A standard exchange or sharing of common data within the Tyler system or between Tyler applications |
| Legacy System | The software from which a client is converting. |
| Modification | Custom enhancement of Tyler's existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement. |
| On-site | Indicates the work location is at one or more of the client's physical office or work environments. |
| Organizational Change | The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization. |
| Output | A product, result or service generated by a process. |
| Peripheral devices | An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer. |
| Phase | A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned. |
| Project | The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases. |
| RACI | A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I). |
| Remote | Indicates the work location is at one or more of Tyler's physical offices or work environments. |
| Responsible | Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI] |
| Scope | Products and services that are included in the Agreement. |

| | |
|---|---|
| Solution | The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies. |
| Stage | The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project. |
| Standard | Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified. |
| Statement of Work (SOW) | Document which will provide supporting detail to the Agreement defining Project-specific activities, services, and Deliverables. |
| System | The collective group of software and hardware that is used by the organization to conduct business. |
| Test Scripts | The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario. |
| Training Plan | Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system. |
| Validation (or to validate) | The process of testing and approving that a specific Deliverable, process, program, or product is working as expected. |
| Work Breakdown Structure (WBS) | A hierarchical representation of a Project or Phase broken down into smaller, more manageable components. |
| Work Package | A group of related tasks within a project. |

# Part 4: Appendices

## 9.  Data Archive

### 9.1  Enterprise Public Safety Data Archive Appendix

Data Archive is a Cloud-native application. All data is stored in AWS GovCloud and is accessed using an internet browser like Edge or Chrome. The application can be accessed from any computer or tablet with an internet connection. Data Archive is highly configurable. How data is searched and displayed can be customized to provide a user experience like the legacy application. The data is separated by **modules**.

A **Module** is a specialized software component surrounding one specific area. Examples include:

| Global Subjects and Businesses | Global Vehicles | Incident / Cases | Case Management |
|---|---|---|---|
| Arrests | Accidents | Warrants | Property / Evidence |
| Tows / Impounds | Tickets / Citations | | |

The initial Data Archive purchase includes 10 modules. If you require more, additional modules can be purchased.

There is a one-time data import for Active Warrants, On-hand property, and CAD location alerts.

### 9.1.1  General

1. A Data Assessment to verify the scope of the data project will be conducted. A Data Plan will be generated based on this assessment. A revised cost estimate for the data may be provided at the conclusion of the assessment. The CPD may elect to cancel or proceed with the data effort based on the revised estimate.

2. No data cleansing, consolidation of records, or editing of data will be part of the Data Archive development effort. Any data cleansing, removal of duplicate records, or editing must take place by the CPD prior to providing the data to Tyler.

### 9.1.2  Tyler Technologies Responsibilities

1. Tyler will create and provide the CPD with a Data Analysis Plan for signoff prior to beginning development work. No programming by Tyler will commence until this document is approved.

2. Tyler will provide the data programs to load the CPD data to the Tyler Data Archive for the specified files that contain 500 or more records.

3. As provided in the approved Data Analysis Plan, a schedule of on-site trips to the CPD location in order to conduct the following:

   a. Data Analysis Plan, and

   b. Assistance for Testing and Training

    c.   * The CPD will be responsible for travel expenses as set forth in the Payment Terms.

4. Tyler will provide the CPD up to two (2) test iterations of data. One test iteration consists of:

    a.   Loading data into the Data Archive and importing one-time data sets into the Tyler System.

    b.   The CPD reviews test and responds in writing to Tyler issues revealed during testing and confirmation of known issues resolved

    c.   Tyler corrects or otherwise respond to issues discovered and reported by the CPD,

    d.   Tyler will conduct internal testing to verify corrections.

    e.   Both parties planning for the next test iteration and/or the live implementation

5. Tyler will provide warranty coverage for any data-related issue reported by the CPD to Tyler within thirty (30) days after the data is run in the live Data Archive Tyler System.

### 9.1.3 CPD Responsibilities

3. The CPD will extract data from the legacy system to submit to Tyler. Data will be submitted to Tyler in one or more of the following formats:

    a.   SQL Server Backup – preferred format

        i.   Use native SQL Server backup, not 3$^{rd}$ party tool.

    b.   Delimited Text Files

        i.   One file per source table, one row per source row.

        ii.   Use first row as header to specify column names.

        iii.   Use a character as the column delimiter not found in text columns.  Pipes are preferred.

        iv.   Do not use a comma as a column delimiter.

        v.   Do not use quotes to enclose column values.

    c.   Fixed-Width Text Files

        i.   One file per source table, one row per source row.

        ii.   Include a separate document defining column names and widths.  Can be the same document for all files.

    d.   Microsoft Access database,

    e.   Microsoft Excel spreadsheet,

Data may be delivered using any common media or data-delivery format such as  USB device, hard drive, FTP server or AWS DataSync.

If CPD requests data extraction assistance from Tyler, data extraction services shall be billed at then-current rates, according to the Agreement.

4. As part of the process, clients are required to provide examples of their data. This includes relevant legacy system screenshots and external documents. These materials are essential to validate data being added to data archive.

5. The CPD will respond to each test iteration in writing, on a form provided by Tyler, either:

    a. Indicating acceptance that the Data Process is ready for the go live, or

    b. Indicating a list of changes that need to be applied to the Data Archive Process for the next test iteration.

    Up to two (2) test iterations are provided as part of the Data Process. After the second (2nd) test iteration, the CPD shall pay our then-current flat fee for each additional test iterations. The CPD will promptly review each test iteration once delivered. Prompt review by the CPD will reduce the likelihood that a need for additional test iteration(s) may arise due to an extended delay between delivery of a test iteration and its review.

6. As provided in the Data Analysis Plan, the CPD will provide a dedicated resource in each application area to focus on data review. This includes dedicating a support person(s) whenever our staff is on site. Roughly a one-to-one ratio exists for the CPD's commitment and Tyler's commitment. Understanding that thorough and timely review of the data by the CPD personnel is a key part of a successful data project.

    The CPD agrees to promptly review and signoff on both the Data Analysis Plan, and on the go live readiness after appropriate review.

# 10. Additional Appendices

## 10.1 Enforcement Mobile Appendix

### 10.1.1 Items included in Project

RMS - Enterprise Public Safety
Device Level – Central Square Mobile

### 10.1.2 Enforcement Mobile Key Project Assumptions

- The CPD and Tyler shall review their responsibilities before work begins to ensure that Services can be satisfactorily completed.
- The CPD will provide Tyler with access to its equipment, systems, and personnel to the extent needed to complete the defined Services.
- The CPD will provide work space for Tyler Services for work completed on CPD premises.
- Tyler shall initially implement the most current version of the Tyler software at the time of the contract signing. During the implementation, Tyler will provide newer releases of the software that meet or exceed the version available at contract signing.
- The CPD will maintain primary responsibility for the scheduling of CPD employees and facilities in support of project activities.
- The CPD shall provide Tyler with network access for remote installation and testing through industry standards such as Virtual Private Network (VPN) or other secure access methods.
- The CPD will allow users unauthenticated access the following web addresses to ensure adequate access to system resources:
    - 72.32.135.120 (syncsvc.Enforcement Mobiletech.com) (ports 80 and 443)
    - 72.32.135.125 (syncsvc2.Enforcement Mobiletech.com) (ports 80 and 443)
    - 98.129.131.213 (Reports2014.Enforcement Mobiletech.com) (ports 80 and 443)
    - 72.32.135.124 (www.Enforcement Mobiletech.com) (ports 80 and 443)
    - 72.32.135.122 (my.Enforcement Mobiletech.com) (ports 80 and 443)
    - 207.182.213.55 (Enforcement Mobilesupport.tylertech.com) (ports 80 and 443)
- The CPD will provide/purchase/acquire the appropriate hardware, software and infrastructure assets to support all purchased Tyler software products in both support/testing and production environments.
- The CPD is responsible for proper site preparation, hardware, software, and network configuration in accordance with Tyler specifications.
- The CPD has, or will provide, access licenses and documentation of existing system to any 3rd party system software which Tyler will be required to read, write or exchange data.
- The CPD has, or will provide, a development/testing environment for data conversion and interface testing as they are developed by Tyler.
- Tyler shall be responsible for implementing a functioning version of the application software (assuming the CPD has installed the proper hardware, software, and networking devices).
- All deliverables and timelines assigned to the CPD will be held to the same standards of delivery as those assigned to Tyler Technologies.
- Installation of Hardware required in County Vehicles shall be completed by the participating agencies Personnel and facilities. They may decide to purchase mounts on their own or opt to purchase from Tyler.
- Deployment of the Tyler Enforcement Mobile ECS for the CPD will utilize the existing Tyler hosted server environment.

- All CPD personnel involved in the Project will participate fully in the training provided by Tyler Technologies.
- Setup of 3rd party hardware (printers) will be handled by the participating agency staff and Tyler will provide the initial documentation/training. (If necessary)
- If an Interface to any CMS / RMS / Device systems are included in this Phase of the project, it should be reflected in the contract, and will include the synchronization of tables/files.

### 10.1.3 Out of Scope

- **Custom interfaces.** Custom interfaces involve the development of a standard, repeatable process for transferring information into or out of the Tyler software. These interfaces may take the form of a user-initiated import/export program, an API, or a web service. There are no custom interfaces included in the scope of the agreement unless detailed in the included Investment Summary.
- **Custom reports.** Custom reports involve the development of new reports that are not offered as part of the standard reporting package and modifications to existing reports. There are no custom reports included in the scope of the agreement unless detailed in the Investment Summary.
- **Undocumented requirements.** Undocumented requirements include requirements not specified in this Statement of Work and associated attachments.
- **Post System Acknowledgement Configuration**. System Acknowledgement requirements are met at the completion of End User Training and User Acceptance Testing stage. Any changes requested of the Tyler implementation team to alter the configuration, post acknowledgement of these milestones, must be documented through a Change Order and may incur additional time and/or costs. The CPD may have access to built-in configuration tools, so, when available, is free to reconfigure or create a new configuration as required or desired. If assistance using these tools is required, additional change orders may apply.

## 10.2 Custom Interfaces – Enterprise Public Safety

Custom Interface services will be provided as listed in the Investment Summary of the Agreement between Tyler and Client. Custom Interfaces will be developed and delivered as described in work packages 6.2.4 Modification Analysis and 6.3.5 Modification Delivery. While Tyler will provide reasonable consultation, Client is responsible for obtaining technical contacts and/or technical specifications from the third parties involved.

The Custom Interfaces included in the Investment Summary and in the Interface Control Document(s) (ICD) listed below.

### 10.2.1 Interface Control Documents (ICDs)

# Interface Control Document (ICD)

| Interface | CentralSquare OneSolution Incident Import |
|---|---|
| Direction | Import |
| Third Party | CentralSquare OneSolution CAD |
| Record Type | Incident |
| Detailed Description | Tyler Technologies will provide an interface that will import call-for-service data from CentralSquare OneSolution CAD into Tyler Public Safety Enterprise Incidents |

| | |
|---|---|
| | The transfer of data will be an automated batch process that will occur at a frequency configurable by the customer. The interface will support one transfer method and format.  Data may be transmitted as a file, through a web service, as a TCP message, or through another agreed-upon protocol.<br><br>The interface will be limited to fields that exist in the Tyler Public Safety Enterprise module.  No new fields will be added to the database or user screen. |
| *Assumptions* | 1. The third-party will provide a documented API that will allow access to required data via a file transfer, web service, or TCP/IP.<br>2. Tyler Technologies will not be responsible for making any modification in the 3rd party software to support this interface.<br>3. Any third-party software required for this interface to operate must be hosted and maintained by the customer in their environment.<br>4. The third-party will work with Tyler Technologies and the customer to test the interface. |

# 11.  Project Timeline

## 11.1  Enterprise Public Safety Project Timeline

### 11.1.1 Conceptual Project Schedule

| ID | Task Name | M-2 | M1 | M3 | M5 | M7 | M9 | M11 | M13 | M15 | M17 |
|----|-----------|-----|----|----|----|----|----|-----|-----|-----|-----|
| 1 | **Sample Project Timeline - Public Safety** | | | | | | | | | | |
| 2 | **Initiate & Plan Stage** | | | | | | | | | | |
| 3 | 1.1 Initial Coordination | | | | | | | | | | |
| 14 | 1.2 Project/Phase Planning, 1.3 Infrastructure Planning, 1.4 Stakeholder Meeting, & 1.5 GIS Planning | | | | | | | | | | |
| 53 | **Assess & Define Stage** | | | | | | | | | | |
| 54 | *2.1 Solution Orientation and 2.2 Current & Future State Analysis - occurs iteratively during 3.2, 3.3 Configuration and Process Refinement tasks* | | | | | | | | | | |
| 55 | 2.3 Conversion Assessment | | | | | | | | | | |
| 60 | 2.4 Modification Analysis | | | | | | | | | | |
| 63 | **Prepare Solution Stage** | | | | | | | | | | |
| 64 | 3.1 Initial System Deployment | | | | | | | | | | |
| 98 | 3.2, 3.3 Configuration & Process Refinement | | | | | | | | | | |
| 147 | 3.4 Conversion Delivery | | | | | | | | | | |
| 154 | 3.5 Modifications Delivery | | | | | | | | | | |
| 160 | **Production Readiness Stage** | | | | | | | | | | |
| 161 | 4.1 Solution Validation | | | | | | | | | | |
| 165 | 4.2 Go Live Readiness | | | | | | | | | | |
| 173 | 4.3 End User Training | | | | | | | | | | |
| 191 | **Production Stage** | | | | | | | | | | |
| 192 | 5.1 Go Live | | | | | | | | | | |
| 213 | 5.2 Transition to Client Services | | | | | | | | | | |
| 217 | 5.3 Post Go Live Activities | | | | | | | | | | |
| 232 | **Close Stage** | | | | | | | | | | |
| 233 | 6.1, 6.2 Phase and Project Close Out | | | | | | | | | | |

The dates or timing included in this sample are for illustrative purposes only.  A more precise schedule and WBS with the appropriate tasks and schedule will be determined during the Initiate & Plan stage. The availability of CPD resources to perform tasks, final determination of the overall task list, CPD schedule constraints and the actual project start date must be determined.

**Exhibit E**
**Tyler's Responses to the City's RMS Requirement Matrix**

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# Columbia Police Department, Missouri

## Records Management, Report Writing, and Enforcement Mobile System

July 10, 2025

# Table of Contents

# 1. Implementation and Training

## Project Management Plan

Since 1981, Tyler's Public Safety Division has successfully implemented more than 1,800 solutions in cities and counties across the country. Our clients have partnered with Tyler to deliver their mission critical objectives. We are proud to have some clients as partners for over 30 years.

This long track record of success results from a solid, professional approach to project implementations. Tyler understands that a successful project begins with good communications and planning and proceeds via adherence to good project management discipline.

## Project Management Approach
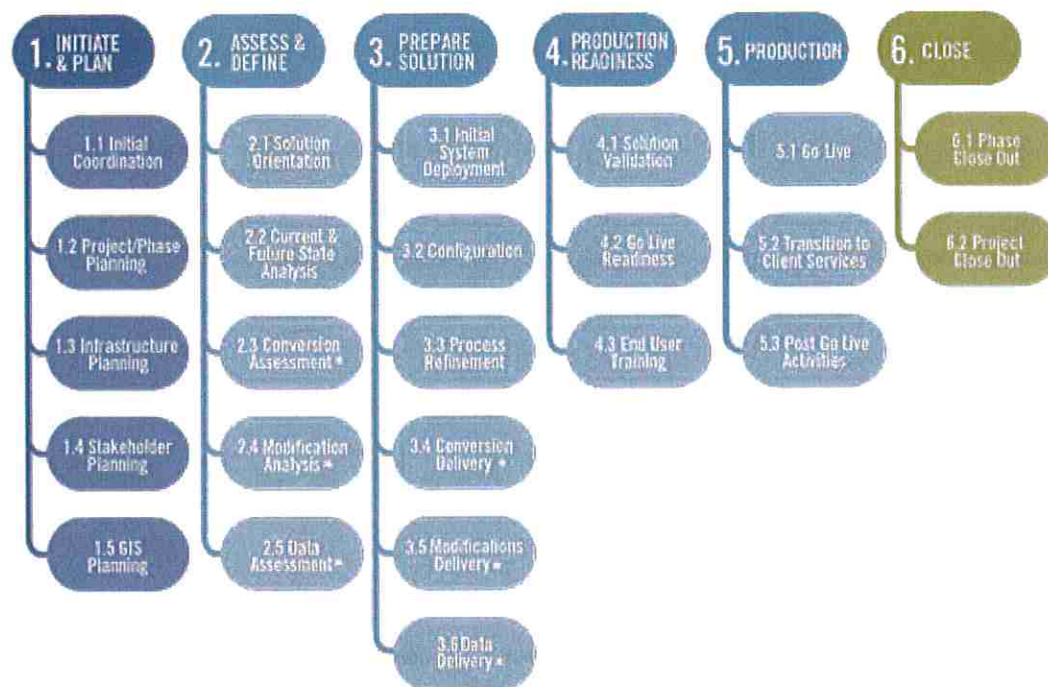


Upon contract award, Tyler will assign a project manager. The project manager will execute Tyler's six-stage methodology. Each of the six stages comprises multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions and a responsibility matrix.

Tailored specifically for Tyler's public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications and quality standards. Clearly defined, the project methodology repeats consistently across Stages and is scaled to meet the PD's complexity and organizational needs while serving as the roadmap for the successful conduct of the project. This approach affords both PD and Tyler management

the opportunity to ensure that the project is proceeding per plan through an organized methodology and communication structure.

The six stages of each implementation are Initiate and Plan, Access and Define, Prepare Solution, Production Readiness, Production, and Close. The following pages provide an overview of the steps and activities completed in each phase.

## Initiate and Plan Stage

The Initiate and Plan stage involves project initiation, infrastructure and planning. This stage creates a foundation for the project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the project. This stage will be conducted at the onset of the project, with a few unique items being repeated for the additional Phases as needed.

Upon execution of the contract between the PD and Tyler, the Tyler Account Leadership and Project Management teams are officially assigned. A professional services manager will call the appropriate PD contact to introduce the project manager. During the call, they will review the high-level expectations for the project, team responsibilities and the methodology. They will also establish a calendar for the first activities.

Internally at Tyler, the designated project manager begins project initiation. The Tyler Operations Team reviews the final agreement and confirms the general tasks, requirements and deliverables necessary for the successful implementation of the project. Each member of the Operations Team reviews their responsibilities for fulfilling the specific project requirements.

The system assurance technical lead will coordinate and facilitate a conference call with the PD to address infrastructure planning. The key objective of this conference call is to ensure that the PD understands what information is needed for the infrastructure planning process to be successful and to establish an agreed upon timeline for this information.

The project manager then establishes the initial draft of the Project Plan (post contract approval). Review of this plan will occur during formal project planning meeting(s) with PD and Tyler staff. This meeting will address the overall implementation strategy, roles, responsibilities and the project methodology that will be used to support a successful project. A high-level review of project scope, PD workflows, policies and requirements will be discussed. This interactive exchange lays the foundation to facilitate discussions related to a proposed timeline, custom requirements and an initial training schedule.

A key PD task is to identify the operational stakeholders from functional areas that are the subject matter experts (SMEs) and assign them to support the project development and implementation. The SMEs play a critical role to ensure that the final application configuration meets the needs of the PD and that PD personnel are prepared to adopt and effectively leverage the new applications.

Within the Project/Phase Planning work package, Tyler and PD staff will initiate the Project Management Plan, which is used throughout the project to capture information related to communication planning, roles and responsibilities, risks, decisions, changes, action items, and issues.

At the end of this stage the Stakeholder Meeting is conducted. Communication of the project planning outcomes to the PD project team, executives and other key stakeholders is vital to project success. The Stakeholder Meeting is a strategic activity to inform, engage, gain commitment and instill confidence in the PD team. During the meeting, the goals and objectives of the project will be reviewed along with

detail on project scope, implementation methodology, roles and responsibilities, project timeline and schedule, and keys to project success.

The following activities are completed during the Initiate and Plan Stage:

- Initial contact with the PD
- Assignment of the Tyler teams
- Internal project review
- Project infrastructure set up internally at Tyler
- First iteration of Project Plan
- Formal Plan Meeting scheduled
- Initial System Assurance/GIS discussions
- Formal project planning meeting(s) held
- Project Management Plan initiated
- Project Plan finalized and approved
- Stakeholder Meeting conducted

## Access and Define Stage

The Assess and Define stage will provide an opportunity to gather information related to current PD business processes. This information will be used to identify and define business processes utilized with Tyler software. The PD collaborates with Tyler, providing complete and accurate information to Tyler staff and assisting in analysis and understanding of current workflows and business processes.

Detailed requirement planning and the documentation of the initial application validation set decisions are also addressed in the Access and Define stage of the project, as are analysis and planning for Data Conversion, if applicable. Data Conversions are a major effort in any software implementation. The first step in this process is to perform an assessment of the existing ("legacy") system(s) to better understand the source data, risks and options available. Additionally, when applicable, the analysis for custom interfaces will be completed.

The following activities are completed during the Access and Define Stage:

- Documentation of future state decisions and configuration options to support future state decisions
- Modification specification document
- Assess and Define Stage Acceptance Criteria:
    - All stage deliverables accepted based on criteria previously defined
    - Solution Orientation is delivered
    - Conversion data extracts are received by Tyler

## Prepare Solution Stage

During the Prepare Solution stage, information gathered during the Initiate and Plan and Assess and Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the PD against future-state decisions defined in previous stages and processes refined as needed to ensure that business requirements are met.

The Prepare Solution stage includes the work required to configure and prepare the PD's solution for live production use. Tyler's public safety software is a commercial off-the-shelf (COTS) product that can be made ready to operate "out of the box" without customization. Most activity performed during this phase

is focused on the setup, configuration and data preparation specific to the PD's environment and operational preferences.

The Prepare Solution stage begins with software and database installation. The software and database will reside in the cloud, and Tyler staff will establish, test and verify network connections. The geo-files and map data are installed and tested.

Available state-specific data and the application validation set decisions that are documented in the Access and Define Stage support the initial configuration of the state- and PD-specific layers. Tyler has developed a number of tools to streamline the implementation process for these database layers, which also reduce effort on the PD's end. The reduced time spent configuring the system allows for a more focused approach on fine-tuning agency-specific workflows and provides for a better utilization of agency resources.

Tyler also develops and maintains state-specific requirements for IBR and Accidents, which are loaded prior to arrival of the first training resources on-site. Loading the several hundred validation set entries required for IBR and Accidents directly from documentation provided by each state increases the accuracy of this information and reduces the amount of time required for obtaining certification where required. The final database layer represents configuration changes that are tailored to support the PD's specific business practices. Upon completion of this step, the COTS software is ready to use.

If applicable, Conversion Delivery occurs during this stage. The purpose of this task is to transition the PD's data from the source ("legacy") system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. With guidance from Tyler, the PD will review specific data elements within the system and identify/report discrepancies. Iteratively, Tyler will collaborate with the PD to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s).

Tyler installs the standard interfaces and they are tested. Also, if applicable, custom interface delivery will occur during this stage. Tyler will configure and test internally any custom interfaces included in the project. The timing of the delivery and installation of customized interfaces corresponds to the decisions made and documented in the finalized project plan and may be considered for post go-live implementation.

The following activities are completed during the Prepare Solution Stage:

- Configuration of the cloud deployment
- Software and database installation
- Geo-file implementation
- System Administrator Training
- Configuration finalization
- Interface installation/configuration
- Custom component delivery (when applicable)

## Production Readiness Stage

Activities in the Production Readiness stage will prepare the PD team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the PD to review the status of the project and the organization's readiness for go-live.

Once the system is built, Tyler and PD staff will conduct Solution Validation of the installed system. Solution Validation encompasses a hands-on review of each implemented application from the user/administrator point of view and every project configuration element as it relates to a particular workflow process. The PD SMEs and leadership are actively involved in this review. As the software is highly configurable, any recommended configuration changes are captured during Solution Validation and the PD SMEs are trained to implement and test the configuration modifications.

The decisions made through this review and the setup tasks performed by the PD SMEs will define the overall system workflows, feature availability, user experiences and report-generation processes for ongoing operation after go-live. Tyler will provide System Administrator Training to the SMEs to enable them to complete this work.

As part of Go-Live Readiness, Tyler and PD will ensure that all requirements defined in project planning have been completed and that the Go-Live event can occur as planned. A Go-Live Readiness assessment will be completed, identifying risks or action items to be addressed, to ensure that the PD has considered its ability to successfully go live. Issues and concerns will be discussed and mitigation options documented. Tyler and the PD will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to project teams.

The final step of this stage is end user training. This is completed for all users as close to the Go-Live date as possible to maximize knowledge retention from the training.

The following activities are completed during the Production Readiness Stage:

- Solution Validation completed
- Update Go-Live action plan and checklist
- End user training occurs
- Agreement to Go-Live

## Production Stage

Following end user training, the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and the PD will follow the comprehensive action plan laid out during Go-Live Readiness to support Go-Live activities and minimize risk to the project during Go-Live. Following Go-Live, Tyler will work with the PD to verify that implementation work is concluded, post Go-Live activities are scheduled and the transition to Client Services is complete for long-term operation and maintenance of the Tyler software.

During the Production stage, users are instructed to stop using the old system for a short time while the new system is transitioned into production. Pre-defined operational procedures are followed for any activity that occurs while the old system is shut off and the new system is not yet operating. The software is then brought into production, and users are instructed to begin using the new system for normal activity.

At this point, the final Data Conversion (when applicable) is run to capture each transaction from the old system. The converted data is loaded into the production system, making historical data available in the new live environment.

Tyler team members will be on site during the Go-Live to help reinforce training, answer questions and provide SME support. They also serve as a communication conduit with Tyler staff standing by at headquarters if additional support is required.

During Go-Live, the Support team is introduced. Call center and phone support training is provided.

Following Go-Live, post Go-Live support is provided and any post Go-Live tasks are completed, such as support for the initial submission of state reports using data generated in the new system or implementation of post Go-Live deliverables.

The following activities are completed during the Production Stage:

- Go-Live event
- Data Conversion executed (when applicable)
- Post Go-Live support
- Implementation of post Go-Live deliverables
- State Reporting submission support

### Close Stage

The Close stage signifies full implementation of all products purchased and encompassed in the phase or project. The PD transitions to the next cycle of their relationship with Tyler (next phase of implementation or long-term relationship with Tyler Client Services). The Close stage also includes work to complete any administrative tasks required to close the project.

The following activities are completed during the Close Stage:

- Final review of tasks
- Project Close sign-off
- Client Services Team engaged to support the PD

## Training Services

In order to retain a *Client for Life*, it is crucial to have a successful, solid long-term training strategy. Professional training makes up the bulk of the Production Readiness stage of our projects and is one of the most essential steps for the PD to maximize the benefits of your new computer solution from Tyler. Because of the different levels of experience and expertise among our clients, each training plan is tailored to meet your specific requirements.

As a result of our extensive public sector experience, Tyler has developed a variety of comprehensive training methods that fall into two phases: *Phase 1 Training for New Implementations* provided by our application-specific Implementation Consultants and *Phase 2 Ongoing Training Opportunities* provided by our Client Success Team.

## Implementation Timeline: Training Services



**PHASE 1**
New Implementation Training Services

**Configuration Team Training**
- Configuring the System
- Application Administrator Training

**End User Training**
- End User Application Training
- Train the Trainer*

**PHASE 2**
Client Success Education Services

**Tyler U**
- Refresher Training
- New Hire Training

**Onsite User Training**
- PACE Training**

* Indicates specific applications only      **Indicates contract specific item

## New Implementation Training Services

### Training Plan

Prior to any training commencing, Tyler, together with your staff, will develop a comprehensive training plan as part of our overall implementation plan that will be reviewed and approved by the PD team. The plan will define a detailed course of action to guide the progress of the project training for the system. The plan will include course outlines, proposed schedules, location of the training, recommended and required attendees, hardware requirements, and methodology of instruction.

### Training Methodology

As part of our overall training and implementation methodology, we focus on two general types of training for new clients: training that is geared and completed with the project leads (or "configuration team") and training that is targeted for the end users.

### Configuration Team Training

- **Configuring the system** to specific client needs is completed either before or in tandem with the Application Administrator Training. Client tasks include configuring system settings, setting up user security, and—for certain applications—determining report groupings. Tyler works closely to train our clients on best practices as they relate to these tailoring tasks. Our highly configurable solution allows the client to use the system in the way that best fits their procedures. Plans are also made during this phase to tailor the end user training based on the workflow at each client location.
- **Application Administrator Training** is led by Tyler Implementation Consultants working in concert with PD team members. Each application (Records, etc.) will have a defined configuration team. The appropriate team members that make up the configuration team will vary from client to

client. Typically, these are individuals who operate in a supervisory capacity, can make decisions relative to workflow within their department, and will take ownership of the process to help make the implementation successful. The PD team will utilize the application training provided by Tyler to complete the next phase of Configuration Team Training, which is system configuration.

### End User Training

Through on-site training sessions, we offer end user and train-the-trainer classes. Our trainers are skilled in the organization and presentation of training materials. Several members of our training staff come directly from the user environment and have a unique understanding of the training necessary to achieve the greatest benefits from the application.

The use of one or both options is dependent on agency size and the applications being implemented:

| End User Training | |
| --- | --- |
| Records | End user training is based on specific client workflow for each module of the proposed software. This training is set up to allow Tyler staff to train each end user on the application. These classes are completed just prior to going live with the Tyler solution. All training will be catered to the knowledge level of the attendees. For example, PC skill training may be proposed in the beginning. This will be pre-determined through a survey and articulated in the proposed training plan. Training is optimized with a class size of no more than 8-10 personnel. |
| **Train-the-Trainer Training** | |
| Mobile and Other Applications | Train-the-Trainer training sessions consist of a Tyler Implementation Consultant providing on-site detailed training to agency representatives. The train-the-trainer course is designed to take agency-certified (either locally or by their state) trainers, train them on Tyler's software, and certify that they have the knowledge base to successfully train the other members of their agency. This training includes problem-solving techniques to ensure an effortless transition with minimal interruptions during their training sessions. Additionally, the students of this course will be provided with training tips and detailed lesson plans on their specific application(s) so that they can train their agency members. |

Training does not end with going live but may continue as new software is released and/or as clients experience internal changes. Our client support staff will work around your schedule to ensure ongoing training for those that require it.

## Client Success & Education Services

### Tyler University

Tyler recognizes the need our clients have for ongoing training opportunities, whether due to personnel turnover, a desire for advanced training, or staff promotions that create a need for learning new applications. The members of our Education Services team provide a variety of offerings via Tyler University, our continuing education platform. With hundreds of courses to choose from, there is something for everyone to learn at Tyler U. The benefits to the PD include the following:

- 24/7 access
- Ability to revisit important topics
- Hundreds of courses covering Tyler products
- Learn functionality before, during, and after software implementations
- Reduce new employee training costs
- Monitor employee progress and transcripts
- Expand product knowledge by learning new functions
- Microsoft Office training, beginner to advanced

From the convenience of a user's office or a regional location, participants engage with Tyler's team of experts in relevant, hands-on curriculum to learn programs and processes that can be used the same day. Registrants get live, individualized guidance at the time it is needed, whether they are in the same room or a virtual environment. Course selections include product-specific, in-depth training focusing on the Tyler solutions our clients use daily.

## On-site Refresher Training

Tyler's Planned Annual Continuing Education program (PACE) offers options for on-site training for your staff on new features and functionality, refresher training for Configuration Team members and/or end users, and Business Process Review activities. If you contract with Tyler for this program, your Tyler Client Success Account Manager will work with you to schedule your annual PACE event.

# 2. Support and Release Management

## Maintenance and Services Agreement

### Client Success Organization

Tyler recognizes how important ongoing success is to our clients; therefore, we employ a team approach. To ensure success we surround our clients with a diverse team made up of the following components:

| Support Services Team | Account Management Services | Education Services |
|---|---|---|
| • Main Point of Contact for Software Help<br>• Supporting Clients from Go Live to Forever | • Surrounding Clients with Technical and Business Oversight<br>• Customized Involvement Based on Needs | • Ensuring Strength in Software Knowledge for Internal Staff & Clients |

Client Success is a key component of your proposed public safety software solution. Tyler understands that in order to retain "Clients for Life" we must do more than keep our software and services up to date with technology and industry trends and requirements. To keep clients satisfied over the long term, we must provide the superior ongoing support our clients need to ensure that they get the most value out of their solutions. After all, in the overall solution lifecycle, your relationship with us will likely be the longest.

Tyler offers our maintenance and support services designed to meet all of your post-implementation support needs. Tyler does not differentiate services during and after a warranty period. To provide the highest level of service, our standard for support includes the following:

- Access to our Support Services Team via a toll-free line
- 24/7 online access to software documentation, issue tracking and reporting, educational tools and training videos and software downloads
- Release upgrades for licensed software for no additional licensing fees as part of Tyler's Evergreen philosophy
- Access to technical and business account management
- Use of the Idea Community to provide direct input into the future direction of our products
- Opportunities to participate in other active User Communities, including our annual Connect Conference, regional User Groups and Advisory Groups
- Ongoing Tyler communications and information (via email, postings, blogs or webinars)

The Client Success team at Tyler strives to help each of our clients become expert consumers of their solution. We understand that each client's solution is tailored to meet their unique requirements. We will work to build a relationship with each client that includes an understanding of their system and operations. Not only does this help us provide better support to each client on an individual basis, but it also helps us assist other clients with similar requirements or issues.

## Support Services Team

Once clients go live, they are able to utilize our Support Services Center. After a thorough and detailed turnover meeting during go live week, clients gain access to both the online portal and support telephone numbers for standard and after-hours emergency support. This turnover period is an important step in establishing a good long-term working relationship and setting appropriate expectations.

Tyler's hours of operation for standard support are during the local business hours of 8:00 a.m. to 9:00 p.m. across four U.S. time zones (Pacific, Mountain, Central and Eastern), Monday through Friday. The primary source for help and ongoing support for our public safety solution is managed via a toll-free hotline that is USA-based at our public safety headquarters in Michigan. All support and development take place at these headquarters. In addition to the service provided during standard support hours, Tyler offers Emergency/24x7 support as a standard benefit for CAD software; this premium support option may be purchased for other applications. This service is intended for emergency use and is designed to get a client system operational in the event of critical issues that arise outside of standard support availability. Whether day or night, weekday, weekend or holiday, our clients' calls for help are answered quickly by specialists ready to assist.

The strength of Tyler's support center lies in its superior staff, composed of individuals with solid technical aptitude, strong customer service skills and a detailed understanding of the application capabilities. While we do not limit access to our support center to a particular user, clients generally find it most efficient to have a few application experts and system administrators maintain the most frequent contact with us. This leads to an established working relationship and helps eliminate miscommunications and duplicate calls regarding the same issue.

## Support Requests

Clients can request support as needed via any of the following methods:

- **Toll-Free Hotline**: Best method for urgent issues or complex questions
- **Email**: For less urgent situations
- **On-Line Submission (Portal)**: For less urgent and functionality-based questions
  - A built-in Answer Panel provides users with resolutions to most "how-to" and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit a support case

## Case Severity Based Response Times

Each reported incident is assigned a priority level that corresponds to the client's needs. Tyler and the client work together to set the priority of the incident to achieve a shared understanding of the importance of the issue and the expected response and resolution targets in the production environment. To ensure that reported issues are resolved in a timely manner, Tyler defines its priority levels as follows:

| Severity | Characteristics of Issue | Response Time* | Resolution Target* |
|---|---|---|---|
| Priority 1: Critical | Incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote locations; or (c) | Within 1 business hour of receipt of the incident | Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or |

| Severity | Characteristics of Issue | Response Time* | Resolution Target* |
|---|---|---|---|
| | systemic loss of multiple essential system functions. | | provide a circumvention procedure within one (1) business day. For non-hosted clients, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database. |
| Priority 2: High | Incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data. | Within 4 business hours of receipt of the incident | Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted clients, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database. |
| Priority 3: Medium | Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure. | Within 1 business day of receipt of the incident | Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted clients, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database. |
| Priority 4: Non-Critical | Incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level. | Within 2 business days of receipt of the incident | Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well |

| Severity | Characteristics of Issue | Response Time* | Resolution Target* |
|---|---|---|---|
|  |  |  | as cosmetic issues, with a future version release. |

*Response Times and Resolution Targets may differ by product or business need*

## Case/Issue Tracking

Tyler uses an internal client relationship management tool to manage and track the history of reported issues. Every support incident is logged into the system and given a unique case number, which both clients and support personnel can use to track and reference open issues. This system provides our agents with immediate and up-to-date access to all relevant information about an agency and its system, including contact information, licensed software modules, current installed release number and all closed and open cases. It also drives what our clients see and access via the client portal.

During any call, our agent will create a case and attempt to solve the issue. All significant information, such as the error messages received, steps taken and expected results, will be collected and documented. Screen shots and log files may also be collected and attached to the case.

## Remote Access

Some support calls may require further analysis of the client's database, processes or setup to diagnose a problem or to assist with a question. Tyler uses industry-standard remote support tools to quickly connect to a client system and view the site setup, diagnose problems and/or assist with screen navigation. This quick and direct view of a reported issue enables our support personnel to quickly assess the situation and perform work as if they were actually present at the client location, facilitating clear communication and more timely issue resolution.

## Escalation Paths

Our support services teams are armed with multiple escalation paths. Because our entire support organization and development staff operate out of our public safety division headquarters, we work seamlessly together to best meet the needs of our clients. While a large percentage of issues are closed on first contact by our support agents, escalation paths may be utilized if issues persist beyond the issue owner's expertise. Priority level 1 and 2 cases that cannot be closed immediately and cases that have elevated in priority since initiation can be escalated to the appropriate resource, who will collaborate with the client and Tyler staff to achieve resolution. Clients receive regular updates as triage progresses.

## Critical Situation Management

When confronted with a Priority 1 situation, agents focus on the following key objectives:

- Rapid issue identification and resolution
- Efficient and seamless escalation to Tyler's internal resources
- Development and communication of action plans for ongoing issues

To attain these objectives, agents will:

- Quickly assess the situation during the call
- Provide immediate notification to peripheral support teams internally at Tyler
- Swarm quickly to recover quickly

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Swarming is a collaborative method that emphasizes real-time handling of issues by a team of experts and has been shown to deliver faster and more effective response and resolution.
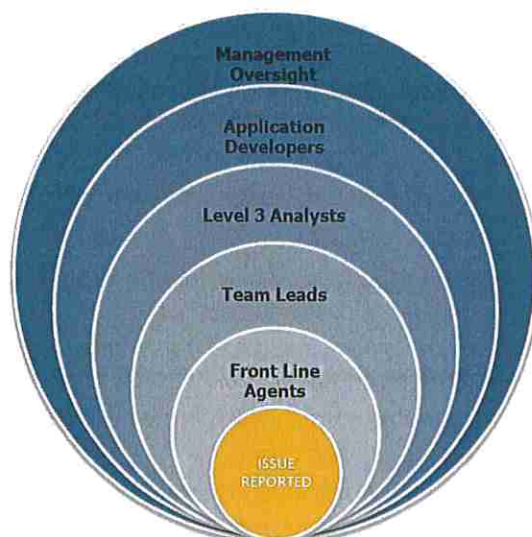


## Support Services Response Times

- We answer over 99 percent of all calls placed; very seldom do we lose a client call due to a long hold time.
  - 90 percent of calls are answered in less than 2 minutes, with an average answer speed of 45 seconds or less.
  - An Interactive Voice Response (IVR) automatic callback feature enables clients to keep their place in the queue but opt for a call back when the support agent becomes available.
- Our agents close approximately 80 percent of all reported issues during first contact.
- Client portal submissions are responded to within two business days; clients are asked to call for urgent or quickly needed resolution on issues.

## Support Services Response Times for 24/7 Emergency After-Hours

- All calls are answered immediately by an answering service and transferred to an on-call expert.
- In rare situations, if the on-call expert is not immediately reached, you leave a message and we will respond within 30 minutes at the maximum.
- Our on-call experts work quickly to ensure the emergency situation is rectified quickly.
- Any follow up or root cause of emergency issues is handled by our support team the following business day via a case that gets reported by the on-call expert.

## Our 24/7 Online Support Resources

Our client service website at TylerTech.com/Client-Support provides convenient access to valuable information and services 24 hours a day, 365 days a year. A knowledge-based search engine enables clients to search multiple sources simultaneously for the answers they need. Clients can also:

- Report a new case or check the status of an existing case
- Upload and download files via Secure File Transfer Protocol (FTP)
- Download new software releases
- Access product documentation and important release notes
- Browse upcoming events and conferences, and exciting product announcements

TylerTech.com also hosts our new online mass collaboration and crowdsourcing tool called Tyler Community, where clients can find answers, connect with peers and gain insight via a user-driven support community. Tyler clients, product users and staff use Tyler Community to:

- Search forums, discussions and wikis to solve problems before submitting a support ticket
- Connect with peers in a collaborative, interactive environment
- Share best practices and knowledge about products or services
- Capture and reuse collective knowledge

Tyler Community features include:

- **Blogs:** A place for informative articles written primarily by Tyler staff around topics like industry news, announcements, tips-and-tricks and best practices.
- **Forums:** The designated place to start discussions and question-and-answer threads, and the primary support feature in the Community.
- **Library:** A library of downloadable media available to any Community member, including user guides, videos, images, documents and more.
- **Wiki:** An interactive research area to create articles around shared knowledge and training resources. Wikis are often a work-in-progress, edited by the Community.

Tyler Community empowers our clients to:

- Find answers to questions … whenever, wherever, 24/7/365
- Gain knowledge about Tyler and our software products and services
- Search forums, libraries, blogs and wikis to try and solve problems before submitting a support ticket
- Gain insight on how to improve a business process or service to citizens
- Get input on best practices and lessons learned by discussing business issues with members in similar roles
- Expand business relationships by developing connections with like-minded professionals

## Proactive Support Services

In advance of a known significant event, be it an approaching severe weather system or a large regional gathering, Tyler's support services team will proactively reach out to impacted clients to offer a Significant Event Health Check. The aim of this pre-event health check is to help ensure the best performance of the Tyler software during the event and reduce the risk of system downtime or other unplanned issues.

Depending on the complexity and setup of a client's system, the health check takes approximately an hour to complete. A Tyler system analyst connects to the client's Enterprise servers and performs the following to ensure the best performance and uptime:

- Check system resources for appropriate utilization based on size and anticipated demand:
  - Memory (Server, SQL)
  - CPU/Processors
  - Disk space
- Enterprise SQL databases are reviewed for:
  - Fresh indexed (by running a re-index script)
  - Statistics are updated (by running an Update Statistics script)

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- Maintenance plans are verified to ensure backups and other maintenance tasks are completing as expected
- Proper sync of data (a Sync Analysis tool compares the various application databases to ensure they are in sync and updated)
- Verify that any known issues for the release the client is using have a plan or workaround in place

Upon completion of the health check, Tyler sends a summary report of findings, work completed and other considerations to both the client and its Tyler account management team for review. This enables the client to work with its account management team to coordinate event-specific recommendations with other potentially necessary activities. Benefits of this proactive approach include the following:

- Early identification of problem areas
- Reduced risk of instability during peak usage
- Improved service to system users
- Improved service to the community
- Peace of mind

## Account Management Team

Tyler employs a team approach to client support that is customized based on our clients' needs. In addition to our world class client support center, Tyler surrounds our clients with a team made up of the following:

- *Client Executive*: Responsible for developing and maintaining the overall relationship with our clients to better understand the goals and needs of the client and at the same time assist in building a roadmap for success.
- *Client Support Account Manager*: Responsible for client satisfaction and overall technical health for Tyler deployed products and services.
- *Executive Sponsor*: Responsible and accountable for client satisfaction with Tyler.

## Education Services

As part of onboarding and ongoing education programs, our entire support team is certified in the Help Desk Institute (HDI) Customer Service Representative (CSR) program. HDI is a professional association that was created for the technical support industry. They are a source for professional development, with solid offerings to promote organization-wide success through exceptional customer service. HDI certifies thousands of professionals each year, and Tyler is a proud member of this organization.

## Tyler University

Tyler University is Tyler's continuing education platform. With hundreds of courses to choose from, there is something for everyone to learn at Tyler U!

Why Tyler University?

- 24/7 access
- Ability to revisit important topics
- Hundreds of courses covering Tyler products
- Learn functionality before, during and after software implementations
- Reduced new employee training costs
- Monitor employee progress and transcripts

- Expand product knowledge by learning new functions
- Microsoft Office training, beginner to advanced

From the convenience of your office or a regional location, participants engage with Tyler's team of experts in relevant, hands-on curriculum to learn programs and processes that can be used the same day. Registrants get live, individualized guidance at the time it is needed whether they are in the same room or a virtual environment. Course selections include product-specific, in-depth training focusing on the Tyler solutions you use daily.

## User Communities

### Annual Connect Conference

Tyler hosts an annual national conference open to all Tyler clients. On average, there are over 5,000 attendees. The primary focus of the conference is to provide educational opportunities for our clients, including software training sessions and workshops on recently released and upcoming software features designed to help users get the most out of the latest enhancements. Another important aspect of the conference is the unique opportunity it provides for networking. Clients have the chance to meet colleagues from across the country and schedule one-on-one meetings with Tyler personnel. Finally, the conference is yet another opportunity for our clients to provide suggestions for future development initiatives during the focus groups and roundtable sessions.

### Regional User Groups

Many Tyler clients have formed regional user groups throughout the country with the goal of sharing information about their Tyler solutions, especially related to state or local concerns. The user groups are governed in partnership with our clients and are typically held at a volunteering client site to keep cost low. When the user groups plan their meetings, they work together with a Tyler Client Executive and Client Support Account Manager to determine the agenda that best suits the needs and interests of their specific group. Tyler provides support such as training sessions, demonstrations of new software or breakout sessions at the request of the group. Typically, these groups meet once per year in the fall. The Columbia PD will be part of our KAMOUG group that includes Kansas, Arkansas, Missouri, and Oklahoma.

## Post Go-Live Cloud Services

Tyler's Cloud Services offering covers the infrastructure, operating system, database, and our own application software as follows:

### Infrastructure Monitoring

Monitoring of crucial activities of your systems environment, including the following:

- Disk and memory usage
- Event log review and monitoring
- Domain controller
- Network availability and load
- All hosted infrastructure within Amazon Web Services (AWS)
- Microsoft Windows updates as required
- Monthly system status report

### System Software Monitoring

Monitoring of crucial software components within your environment, including the following:

- Tyler application availability
- Certificate management
- Monthly system status report
- Installation of current Microsoft service packs and updates on enrolled servers
- Antivirus management, including updates, currency, and emergency response

### Database Administration

Monitoring of database availability, capacity, and performance, including the following:

- Integrity checks
- Re-index database
- Resource bottlenecks
- Paging
- Monitor and validate maintenance plans
- SQL Server events and transaction log maintenance

### Data Backup

- Definition and implementation of on-site backup standard operating procedure
- Backup troubleshooting and issue resolution
- Status reports and local backup monitoring
- High Availability testing (if applicable)
- Annual failover testing (if applicable)

### Service Packs and Tyler Application Updates

Tyler will manage application updates for Tyler products, including:

- All Tyler General Availability releases
- Hot fixes, service packs, and one-off fixes as necessary

# Release Management

To meet our goal of providing industry leading software, Tyler expends a significant effort in continuously updating our applications. Driven by input from our clients to ensure that they get the most from our solutions, our Research and Development investment includes regular and consistent expansion and enhancement of our existing product line.

Our Release Management process brings together the client suggestions submitted through our support procedures with the knowledge gained through our Agile Development process to ensure that each new release of our public safety software delivers the most value possible to our clients. Additionally, new features and enhancements are included in each new release to meet contractual requirements of new clients.

## Types and Frequency of New Releases

Tyler's Release Management procedures are designed to deliver required enhancements as quickly as possible to the clients who need them, while providing the flexibility for other clients to apply only the

upgrades that are important to their specific operations. To do this, we provide two major releases and one to three service pack releases annually.

| Type of Release | Frequency | Content | Distribution |
|---|---|---|---|
| Major Release | 2 per year | Cumulative content from previous Minor Releases, Service Packs, new enhancements, and software suggestions | All Clients via TylerDeploy/IMS Update Distribution System |
| Service Pack | 2-6 per year | Contracted enhancements, Government-mandated changes*, software suggestions | All Clients via TylerDeploy/IMS Update Distribution System |
| Patches | As needed | Corrections to critical software issues | All Clients via TylerDeploy/IMS Update Distribution System |

*Mandated changes may also be provided in Warranty Pack releases.*

Major releases include software enhancements or customizations contracted by clients, state or federally mandated changes and the highest ranked client software suggestions from our application Advisory Groups. The service pack releases are optional so that clients may skip these incremental upgrades if they have no immediate need for them. Our major release includes all enhancements provided in the previous service packs, plus additional updates.

# 3. Functionality Requirements

Please see attached.

| SYSTEM | MEETS | PARTIAL MEET | DOES NOT MEET | Comments |
|---|---|---|---|---|
| Roadside research/investigative tools - mobile access to RMS data through smartphones, tablets, laptops | X | | | |
| Established with RMS clients in the State of Missouri | X | | | |
| Web based | X | | | |
| Ability to update system without having to touch each piece of hardware | X | | | |
| Ability to create forms and templates | X | | | |
| Data conversion of up to 20 years of incidents, arrests, tickets, master name files, master vehicles, master location, warrants, property/evidence, and current RMS attachments and tracking notes(if applicable) | X | | | Via Tyler Enterprise Public Safety Data Archive |
| Write scrips or tools to clean datasets from prior conversion during migration of data - M/O | X | | | Via Tyler Enterprise Public Safety Data Archive |
| Ability to create a secondary archival data house | X | | | Via Tyler Enterprise Public Safety Data Archive |
| Back up/disaster recovery | X | | | |
| Ability to automatically account for daylight savings time | X | | | |
| Ability to log on to multiple workstations at the same time | X | | | |
| Ability to log on to multiple sessions on the same workstation at the same time | X | | | |
| Access to help document online with context based searches | X | | | |
| Current barcodes used for property/evidence | X | | | |
| DASHBOARD | | | | |
| Customizable for each user | X | | | |
| Provides users with report requiring completion, assigned for follow up, overdue, submitted, and rejected/denied | X | | | |
| Provides statistical information | X | | | |
| NIBRS/ERROR CORRECTIONS | | | | |
| Comply with all State and Federal reporting requirements including any changes made by State or Federal ( e.g. racial profiling, Safe School Act, NIBRS, domestic, hate crimes, etc) | X | | | |
| Comply with the State submission requirements | X | | | |
| Ability to resubmit corrected case | X | | | |
| Ability for conditional logic to prevent users to be prompted to make NIBRS corrections for non-reportable incident reports | X | | | |
| NIBRS code attached to the statute in the table, not entered by officer | X | | | |
| Page by page NIBRS and State error check with recommended corrections/actions | X | | | |
| Ability to navigate user to error | X | | | |
| NOTIFICATIONS | | | | |

| | | | | | |
|---|---|---|---|---|---|
| Email, text, in system notifications when records are rejected | | X | | | Exception: text |
| Ability to enter an alert on a name, vehicle, and case number that sends an email, text notification, or in system notification when accessed or changed | X | | | | Exception: text |
| **INTERFACES** | | | | | |
| Citizen portal for submitting reports either within software or through 3rd party | x | | | | Requires Coplogic/DORS and Tyler's standard Coplogic interface. |
| Integrated FTO program/module | | | X | | |
| MULES interface with ability to add queried data to report | X | | | | Requires Tyler's standard NCIC interface. |
| Two way Axon and Flock interface | | X | | | Axon interface: Tyler provides a hyperlink field from the Property & Evidence record to the linked Axon record.<br><br>Flock interface: Tyler's standard Flock interface is an Tyler Enterprise CAD-only interface (not available for Enterprise Law Enforcement Records). |
| Two way Karpel interface | X | | | | Tyler has extensive experience creating integrations with its Enterprise Public Safety Software. While it is possible to integrate with many third-party applications, Tyler requires additional discussion regarding scope and data requirements before providing pricing for this custom interface. |
| Two way Livescan interface | X | | | | Requires Tyler's standard Livescan interface. |
| Ability to extract SQL data using Power BI and/or SSRS | X | | | | |
| **AUDIT** | | | | | |
| Audit of all modifications made to a records to include the date, time and employee who made the change | X | | | | The Field Level Audit tool also provides IP address. |
| Ability to set security permissions for who can access audit trails | X | | | | |
| Audit capabilities that allows for auditing of entire system by officer and device | X | | | | |
| Audit log for actions (queries, print, sign-on/sign-off, view, unsuccessful sign-on attempts | | X | | | Exception: print and sign-on/sign-off |
| Ability to log vendor access to system | | X | | | Vendor access can be logged using the support connectivity tool (BeyondTrust). No vendor connection is made without the agency providing connection. |
| **TABLES AND FIELDS** | | | | | |
| Allow for department customization of fields and tables | X | | | | |
| Ability to add to the NIBRS/UCR table (repealed statutes, in-house codes, new codes) | X | | | | |
| Ability to enter/store repealed date and effective date | X | | | | |
| Ability to hide repealed codes while keeping the code for historical purposes | X | | | | |
| Ability to define mandatory fields | X | | | | |
| Validate data fields that master index data | X | | | | |

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| Validate data correction auto-populates across related modules | X | | | |
| Identify unverified locations | X | | | |
| Ability to update code tables without taking system offline | X | | | |
| **ATTACHMENTS** | | | | |
| Ability to attach files to records individually or in batch | X | | | |
| Ability to configure how batches are organized | | | X | |
| **QUERIES** | | | | |
| Ability to query on exact match, soundex, partial information, with a wild card | X | | | |
| Ability to query on date range, location including block range, charges | X | | | |
| Ability to export queried data into Excel or Google Sheets and PDF | X | | | The system also can provide CSV file exports. |
| Ability to maintain, save user-created queries | X | | | |
| Ability to assign rights to saved queries to allow other users to access | X | | | |
| Ability to create ad-hoc reports | X | | | |
| Ability to query narrative | X | | | |
| **SEAL AND EXPUNGEMENT** | | | | |
| Ability to seal/unseal records | X | | | |
| Ability to seal a case without sealing an entire person | X | | | |
| Ability to seal a person without sealing an entire cas | X | | | |
| Ability to expunge an record, a single charge, and group of records | X | | | |
| Ability to authorize users to view sealed records | X | | | |
| **EMPLOYEE RECORDS** | | | | |
| Ability to assign unique ID's to each user | X | | | |
| Employee maintenance file to include name, agency, title, assignment, email address, employee number, POST number, race, sex, DOB, PIN, user ID, supervisor, emergency contact, hire date, resignation date | X | | | The system also provides administrative users the ability to add user-defined fields. |
| Ability to store digital signatures of officers and then print to reports | X | | | |
| Maintain all history for separated employees | X | | | |
| Maintain history for assignment changes | X | | | |
| Ability to track changes to personnel information in include date of change, person making the change, before/after value, reason for the change | X | | | |
| Ability to restrict access to personnel data by security permission/roles | X | | | |
| Ability for personnel module identifiers to be separate from the Master Name index | X | | | |
| **PASSWORDS AND RIGHTS** | | | | |
| Ability to enforce password per CJIS requirements regardless if active directory is used | X | | | |
| Ability to support role-based security | X | | | |

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| Ability to assign personnel to roles | X | | | |
| Ability to assign personnel to multiple roles | X | | | |
| Ability to set user rights (read only, modify, delete, print) | X | | | |
| Ability to assign user rights based on modules/pages | X | | | |
| **MASTER INDEX** | | | | |
| Maintain master indices for master name, vehicle, property, and location | X | | | |
| Ability in master indices to add, delete, and modify per user rights | X | | | |
| Ability to automatically query the master indices when entering information | X | | | |
| Allow users to update information in the master indices (address, phone number, DL#, etc.) | X | | | |
| Queried results auto-populate all fields to the report | X | | | |
| Ability to link across master indices (link master name to master vehicle, link master name to master name as associates) | X | | | |
| Ability to run report to identify duplicate master entries | X | | | |
| Ability to merge master records together | X | | | |
| Ability to authorize users to merge/unmerge records | X | | | |
| Ability to to capture industry standard name information | X | | | |
| Ability to have unlimited Alias/AKA names | X | | | |
| Ability to give a list of soundex names when entering a name | X | | | |
| Ability to identify a juvenile and flag the name automatically and then calculate when no longer a juvenile and remove the flag | X | | | |
| Keep history on master name changes (DOB, address, DL#) | X | | | |
| **REPORT WRITING** | | | | |
| Word Processing narratives to include wrap text, paragraph formatting, bullets, numbering, spell check, grammar check, and unlimited length | X | | | Exception: Grammar checking |
| Each piece of report (arrest, incident, ticket, etc) feeds off previous entered data - ease of report writing - associate all reports together | X | | | |
| Ability to work on multiple reports at the same time and toggle between them | X | | | |
| Ability to start a report on either a desktop or a mobile and complete in the other environmen | X | | | |
| Ability to create narrative template language/verbiage for defined incident reports | | | X | |
| Ability to copy and paste narrative | X | | | |
| Single point data entry, once entered, there is no requirement for re-entry of data to satisfy the needs of a different module.sub-system | X | | | |

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| Ability to capture information on a report from a driver's license reader | X | | | |
| **INCIDENT AND SUPLEMENTS** | | | | |
| Ability to recognize duplicate case numbers and not allow | X | | | |
| Ability to enter data when offline | X | | | |
| Ability to auto save reports in progress locally | X | | | |
| Ability to auto save reports in progress to network | X | | | |
| Ability to complete supplemental report before incident is submitted | X | | | |
| Ability for multiple officers to simultaneously create supplemental reports for the same incident number | X | | | |
| Easily able to identify the author of supplement | X | | | |
| Validate the supplement report on NIBRS criteria | X | | | |
| Sequential number supplements for each case | X | | | |
| Ability to have an unlimited number of offenders on a single incident report | X | | | |
| Ability to write a public and an officer narrative | X | | | |
| Ability to create a Daily Bulletin that meets the MO Sunshine Law | X | | | Via Dynamic Reports. |
| Ability to "lock" report | X | | | |
| Collect and tally solvability factors | X | | | |
| Visual notification if the case is not to be released | X | | | Via a user-defined field. |
| **ARRESTS** | | | | |
| Ability to capture arrest and booking information | X | | | |
| Ability to capture all personal property | X | | | |
| Distinguish between adult and juvenile arrests and have unique reporting fields for juvenile | X | | | |
| Ability to update arrest report with "true" name | X | | | |
| Ability to capture LiveScan information to include FBI number, OCN | X | | | |
| Ability to have an unlimited number of arrestees under one incident number | X | | | |
| Ability to populate a Probable Cause Statement with State specific language | X | | | |
| Ability to populate a Warrant Request with State specific language | X | | | |
| **CITATIONS** | | | | |
| Ability to generate electronic citations in the field | X | | | |
| Identify citations as criminal and non-criminal | X | | | |
| Ability to do written warnings and citations | X | | | |
| Format identical to Missouri State Citation | X | | | |
| Ability to associate a citation to a case number and CAD event number | X | | | |
| Ability to auto-generate/batch input sequence citation numbers assigned by court | X | | | |
| **REVEIW PROCESS** | | | | |
| Ability to assign/ view incident reports during the approval process | X | | | |

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| Minimum of 2 level review process | X | | | |
| Ability to access reports while still in the review process | X | | | |
| Ability to submit to a group or individual | X | | | |
| Ability to query missing/non-submitted reports | X | | | |
| Ability to configure reporting system approval process by type of report(incident, arrest, citation) | X | | | |
| Ability to set an alert to make corrections to rejected reports | X | | | |
| Ability to approve or reject a report | X | | | |
| Ability to add and review rejection notes while reviewing report | X | | | |
| Ability to automatically assign/route reports to appropriate users based on workflow | X | | | |
| Ability to track internal and external report routing | X | | | |
| Ability to manually assign or re-assign reports | X | | | |
| CASE MANAGEMENT | | | | |
| Ability to support an internal case management messaging system | X | | | |
| Ability to alert investigator when an update is made | X | | | |
| Ability for investigations to refer back to original author | X | | | |
| Assign specific investigators to certain offenses | X | | | |
| Retain cases as open | X | | | |
| Ability to assign a single case to multiple investigators | X | | | |
| Ability for investigator supervisor to assign priority to cases | X | | | |
| Ability for investigator supervisor to reassign case | X | | | |
| Ability to notify of new assigned case | X | | | |
| Ability to track case assignment history | X | | | |
| Ability to visually distinguish case status on dashboard | X | | | |
| Ability to provide a dashboard to allow investigators to manage their workload | X | | | |
| Ability for a case to automatically enter the investigator's dashboard upon assignment | X | | | |
| Investigator dashboard includes incident number, crime type, case number, date assigned, status | X | | | |
| Ability to provide summary statistics as part of the dashboard | X | | | |
| Ability for investigator to mark an active case on hold | X | | | |
| Ability to provide an investigation checklist that notes activities for investigators to complete | X | | | |
| Ability to assign tasks to be completed | X | | | |
| Ability for the task assignor to track tasks | X | | | |
| Ability for investigator to note when activity is accomplished with corresponding narrative | X | | | |
| Ability for investigator to place an alert on a name, sending a notification if the name is queried | X | | | |

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| Ability to generate a single case file of all reports and associated information in a PDF file forma | X | | | |
| **GANG** | | | | |
| Ability to identify a person as a gang member and flag that individual | X | | | |
| Ability to document reasoning why an individual was identified as a gang member | X | | | |
| Ability to set security provisions at user level to create, modify a gang record | X | | | |
| Ability to limit access to gang database | X | | | |
| **MUGSHOT ASSOCIATION** | | | | |
| Ability to associate a mugshot with an individual | X | | | |
| Ability to maintain history of mugshot images | X | | | |
| Ability to view mugshots without opening individual arrest records | X | | | |
| **DATA ANALYSIS** | | | | |
| Ability to generate reports to automatically generates and distribute to specific users | X | | | |
| Ability to sort reports by any headings | X | | | |
| Ability to provide a data dictionary that is indexed alphabetically | | | X | |
| Ability for authorized users to modify entries in the data dictionary | | | X | |
| Ability at analyze activity by trend analysis, frequency analysis, spatial analysis, time - analysis, link analysis, change over time analysis, simple relational analysis, complex relational analysis, predictive analysis | X | | | Exception: Predictive Analysis |
| Ability to drill-down into analysis reports | X | | | |
| Ability to search upon multiple variables at the same time | X | | | |
| Ability to present statistics in graphical formats including but limited to pin maps, bar graphs, pe charts, density maps, line graphs | X | | | |
| Ability to export data analysis into standard formats including but not limited to Excel, PDF, text files, HTML, XML, shape file | | X | | Exception: HTML, XML, shape file |
| Ability to track and analyze activity by address, address range, block range, beat, property, incident type, offense type, date/time range, victim characteristics, suspect characteristics, persons, time period, geographical area, vehicles, combination of all of these | X | | | |

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| Ability to aggregate data contained in records to create summary report showing data totals, data element averages, frequency of occurrence, showing percentages | X | | | |
| **MAP ANALYSIS** | | | | |
| Ability to map analysis on geofile location information | X | | | |
| Ability to plot incident data on a map of service areas | X | | | |
| Ability to drill down for incidents details from any incident plotted on the map | X | | | |
| Ability to identify "hot spots" on a map | X | | | |
| Ability to display topography information in map analysis | X | | | |
| Ability to drill down on a map location for access to detailed incident history, premise history | X | | | |
| Ability to conduct a radius search on a map | X | | | |
| Ability to conduct a polygon search on the map | X | | | |
| Ability to perform free-form search on the map | X | | | |
| Ability to use different icons to display different data types | X | | | |
| Ability to import shape file from GIS to the map used for data analysis in the RMS | X | | | |
| **LINK ANALYSIS** | | | | |
| Ability to analyze linkages among data elements | X | | | |
| Ability to display and print linkages in either text or graphic format | X | | | |
| Ability to drill down into specific records in relationship diagrams | X | | | |
| Ability to display the nature of the link | X | | | |
| Ability to click on a linked element to show links based on that element | X | | | |
| **PROPERTY AND EVIDENCE** | | | | |
| Ability for the system to generate a unique property number for each item | X | | | |
| Ability for system to associate items related to the same offense/case with sequential number | X | | | |
| Ability to to automatically query MULES upon entry of property into RM to search for potential matches | | X | | Exception: Automatic query |
| Ability to designate property/evidence categories (found property, safekeeping, evidence, etc) | X | | | |
| Ability for officer to enter crime lab instructions when building property | X | | | |
| Ability to associate a review/retention date with a piece of inventory | X | | | |
| Ability to define storage types, storage location identifiers | X | | | |
| Ability to provide all Property/Evidence functions in a mobile environment | X | | | |
| Ability to perform Property/Evidence functions from offsite locations | X | | | |

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| Ability to import all property information from the offense report into the property record | X | | | |
| Ability to capture all property information before the offense report is approved | X | | | |
| Ability to generate an itemized list/evidence sheet for items taken into property | X | | | |
| Ability for the collecting evidence officer to generate a property tag with the incident number, barcode number, property item number, property category, property descriptors, collection location, evidence officers name/ID, recommend actions | X | | | |
| Ability for property and evidence tech to scan barcode to retrieve the property and evidence record | X | | | |
| Ability for the property and evidence tech to add evidence tech ID, data and time picked up, data and time checked into storage location, storage location, additional property descriptors, and notes to the property record | X | | | |
| Ability for notes to be viewed and edited based on security permissions | X | | | |
| Ability for tasks to be assigned to other system users | | X | | The Task assignment feature set is a function of the Case Management module. |
| Ability to notify users when a task associated with property/evidence item has been assigned to them | | X | | The Task assignment feature set is a function of the Case Management module. |
| Ability to require users to acknowledge receipt of an assigned task related to property/evidence item | | | X | |
| Ability to update property/evidence records when the status of the property/evidence is updated elsewhere in the system (unknown owner identified and entered on a supplement) | X | | | |
| Ability to automatically notify responsible officer for corrections/evidence not received | X | | | |
| Ability to provide a barcode scanning system that will allow property to be scanned and barcodes printed | X | | | |
| Ability to capture a date and time stamp with any barcode activity | X | | | |
| Ability to generate a single barcode label for all items under a property number | X | | | |
| Ability to generate a barcode label with property item number, case number, date of creation, officer ID, property category, property descriptors (make, model,SN), property status | X | | | |
| Ability to barcode for evidence entry, transactions, chain of custody change, inventory, audits, mass data updates | X | | | |
| Ability to track chain of custody data for any piece of property entered into the system as evidence | X | | | |

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| Ability to capture electronic signatures in a mobile environment | X | | | |
| Ability to scan barcode during check-out and check-in to update chain of custody | X | | | |
| Ability to generate a chain of custody report for a property item entered into the system | X | | | |
| Ability to query a property item and identify its location from the chain of custody information | X | | | |
| Ability to document person conducting an audit | X | | | |
| Ability to view property items attached to a single incident | X | | | |
| Ability to display person conducting an audit on all related audit reports | X | | | |
| Ability to generate a random list of inventory based on user-defined parameters (10 percent, 10 items, etc) | X | | | |
| Ability to generate a targeted list of inventory | X | | | |
| Ability to document whether items on a random inventory list are in the proper location | X | | | |
| Ability to randomly select an active case and document whether the associated items are in the proper location | X | | | |
| Ability to select a cold case and document whether the associated items are in the proper location | X | | | |
| Ability to document on a property record that the item was included in an inventory or audit with date/time stamp of inventory/audit, result of inventory/audit | X | | | |
| Ability to generate a list of all property located in a given area | X | | | |
| Ability to scan all items in a given location to check that items on a list of property are in the proper location | X | | | |
| Ability to generate a report of missing property items | X | | | |
| Ability to conduct a full inventory of property by date entered, year entered, location, incident number, property item number, status, disposition, type of property, personnel identifiers | X | | | |
| Ability to enter a case number and display a list of associated property and the location of associated property | X | | | |
| Ability to configure property/evidence disposition typesAbility to identify review dates for different types of property | X | | | |
| Ability to define the role to whom evidence review dates are assigned | | | X | |
| Ability to create and require users to complete activities checklists upon entering/updating an items' disposition | | | X | |

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| Ability to provide a messaging component within the system so evidence tech can request officer's permission to dispose property | | | X | |
| Ability to capture approving party of disposition | X | | | |
| Ability to maintain property records after disposal | X | | | |
| Ability to alert property and evidence personnel of items that require review based on set time parameters | X | | | |
| Ability to produce scheduled reports showing property eligible for disposal | X | | | |
| Ability to add to a property records the disposal method, disposal date, disposal reason | X | | | |
| Ability to generate a report of property eligible for return to owner | X | | | |
| Ability to track property released to owner to include released to, released to contact information, released by, date and time of release, electronic signature | X | | | |
| Ability to assign batch dispositions of all items by date, case/incident number, bin location, property item number | X | | | |
| Ability to assign disposition of all items attached to a case at the same time | X | | | |
| Ability to build reports with statistical data from the system for the number items sent for lab analysis over a specified period of time, number of chain of custody transactions by evidence techs, number of guns in inventory, number of items destroyed over a specified period | X | | | |
| Ability to create notification letters that include captured data element fields and a narrative template | X | | | |
| INVENTORY/EQUIPMENT/FLEET | | | | |
| Ability to capture, maintain and track equipment assigned to personnel | X | | | |
| Ability to capture history of equipment assigned to an individual, vehicle, unit | X | | | |
| Ability to associate life cycle with equipment | X | | | |
| Ability to track status of equipment (out of repair, destroyed, etc) | X | | | |
| Ability to electronically request equipment | | | X | |
| Ability to flag an asset as sensitive | X | | | |
| Ability to attach photos of equipment | X | | | |
| Ability to track inventoried items | X | | | |
| Ability to dynamically update inventory total upon receipts of new inventory, upon assignment of inventoried items | X | | | |
| Ability to generate an automatic alert to designated personnel when inventory levels fall below defined level | X | | | |
| Ability to check equipment back into inventory | X | | | |

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| Ability to unlink equipment form personnel upon check-in | X | | | |
| Ability of authorized personnel to transfer assignment of equipment | X | | | |
| Ability to track equipment return date, reason returned, condition, disposition of equipment, individual assigned to | X | | | |
| Ability to automatically indicate equipment that has been returned as unassigned | X | | | |
| Ability to track replacement equipment date replace, reason replaced, condition, disposition of equipment | X | | | |
| Ability to create maintenance schedules for equipment requiring regular maintenance | X | | | |
| Ability to track warranty periods associated with equipment | X | | | |
| Ability to generate reports listing equipment due for maintenance during a defined time period | X | | | |
| Ability to generate report listing expires equipment during a defined time period | X | | | |
| Ability to document maintenance for a piece of equipment | X | | | |
| Ability to create replacement schedules for equipment requiring replacement after a period of time | X | | | |
| Ability to generate a report listing equipment due for replacement during a defined period | X | | | |
| Ability to generate alerts to individuals that their equipment is due for maintenance or replacement | X | | | |
| Ability to manage and track inventory using a barcode and/or RFID system | | | X | |
| Ability to format barcodes | | | X | |
| Ability to assign tracking numbers to equipment | X | | | |
| Ability to generate an inventory report based on employee, equipment type, unit, asset category, asset age/date acquired, location, replacement cycle | X | | | |
| Ability to generate a report showing asset history | X | | | |
| Ability to generate a report of all equipment assigned to an officer and capture their digital signature | X | | | |
| Ability to generate a list of equipment by make, model, type, serial number | X | | | |
| **FORMS MANAGEMENT** | | | | |
| Ability to provide a forms manager within the application | X | | | |
| Ability to create forms/templates during implementation and without vendor intervention after implementation | X | | | |
| Ability to modify vendor provided forms | X | | | |
| Ability for vendor to develop all specific forms during implementation | X | | | |

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| Ability for vendor to maintain compliance with forms as dictated by the State | X | | | |
| Ability to support drag and drop when creating new forms | X | | | |
| Ability for custom forms to include graphics | X | | | Agency logos, etc. |
| Ability for custom forms to capture digital signatures | X | | | |
| Ability to define form creation workflow and activation process | X | | | |
| Ability to associate a review date with a form | X | | | |
| Ability to track version history | X | | | |
| Ability for custom forms to include free-form fields, drop-down menus, incorporation of drop down/code tables, print preview | X | | | |
| Ability to allow input forms and or reports to be completed electronically in the system, including but not limited to incident report, arrest repo, supplemental report, citation, warning, racial profiling, field contacts, probable cause affidavit, missing person, death investigation, CIT, property chain of custody, property log, property release authorization | X | | | |
| Ability to create a custom designed form within the application | X | | | |
| Ability to create a unique workflow associated with the submission of a form | X | | | |
| Ability to provide notification capabilities when submitting a completed custom form | | | X | |
| Ability to track approval and rejections with custom form workflows | | | X | |
| Ability to save forms to a central library | X | | | |
| Ability for forms to be accessible from relevant module | X | | | |
| Ability for authorized user to deactivate forms | X | | | |
| Ability to maintain history of forms that are no longer accessible to users | X | | | |
| Ability to create a detention log within an arrest report | X | | | |
| Ability to create a redacted version of an incident report to meet the Sunshine Law | X | | | |
| MOBILE SEARCHING CAPABILITIES | | | | |
| Ability for street level officer to investigate/query master name indices to include, but not limited to prior contact with details | X | | | |
| Ability to access and review reports by case number during an active encounter with citizen | X | | | |

| Requirement | | | | Comments |
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| Ability to look at master indice details through another master indice. E.g. while looking through a master name record, finding a vehicle owned by a subject and to look at what other involvements that vehicle was associated to and to read those cases without having to run a separate search | X | | | |
| Integration with CAD - Ability to search drivers from prior vehicle stops, priors on phone numbers, etc. | X | | | Requires a custom interface |
| | | | | |
| Vendor applications are compatible or can co-exist, with the City's technical environment (see Hardware specifications above) | X | | | |
| Vendor proposed system is able to run concurrently with City standard workstation Windows applications (see Technology Standards section), subject to processor and memory limitations. | X | | | |
| Proposed system must provide Active Directory and single sign-on capabilities in all available clients. | X | | | |
| The City shall be entitled to any and all upgraded versions of the proposed system covered in the contract which becomes available from the Vendor. The Vendor must provide free and timely upgrades to the software when published. | X | | | For as long as the City maintains a current agreement with Tyler, all application software upgrades and enhancements are provided at no additional charge. Please refer to the Release Management information in the attached response. |
| The system shall provide well defined change management processes, including pre-defined all inclusive migration processes for software releases, operating system upgrades, layered software upgrades, and hardware configuration changes. | X | | | |
| The system shall comply with all current government standards and web-based transaction encryption standards. Criminal Justice Information Systems as set by the FBI and MSHP in particular | X | | | |
| Software fixes found at other client implementations shall be made available to the City at no charge. | X | | | Please refer to the Release Management information in the attached response. |
| The vendor shall maintain a web or FTP site from which software fixes can be downloaded and installed by the City and shall provide detailed instruction on how to install. | X | | | With a cloud-hosted solution, all updates are installed as part of the services provided by Tyler's Cloud Operations team. The Tyler team will download the updates from a Tyler web-based tool called the Installation Management Solution |
| The software vendor shall provide client support and maintenance with Service Level Agreements based on case severities. | X | | | |
| Application source code must be placed in escrow. | | | X | Tyler's proposal is for a SaaS/Cloud deployment. Source code escrow is not applicable. |
| The system shall provide utilities and tools to monitor resource utilization. | X | | | |
| The system must provide the ability to maintain and update non-production environment(s) | X | | | |

| Requirement | | | | | Comments |
|---|---|---|---|---|---|
| Development licenses for all system utilities and tools shall be provided. | X | | | | |
| The system must provide the ability to apply software upgrades to non-production environment(s) before migrating it to a production database environment. | X | | | | |
| The proposed system functionality should provide intelligent support related to drop-down table entries. For example, it should be possible to select items in a list by clicking on the desired choice or typing as much of the item description as is needed to uniquely identify it (similar to the Microsoft Outlook address book). It should be possible to type an exact value into a table-validated field. | X | | | | |
| The proposed system should ensure key data persists as the user moves from one window (screen) to the next, to minimize re-entry and mistakes. | X | | | | |
| The proposed system should provide means to validate column data by checking entered values against a list of valid values maintained in tables by City or service provider personnel. | X | | | | |
| The system shall support, at a minimum, 32-bit front-end (client) and 64-bit back-end (server) processing including but not limited to multiprocessors and multi-threaded processes. | X | | | | |
| The system shall accommodate background (batch) jobs concurrently without interrupting normal business operations. | X | | | | |
| The system shall provide the capability to support public/private key encryption. | X | | | | |
| The system shall be compliant with open standards such as but not limited to, MAPI, SMTP, SNMP, and FTP. | | | | X | Exception: MAPI |
| The system shall provide the ability to interface with Google Mail (SMTP) for email purposes. | | | | X | |
| System(s) must work for one (1) production and two (2) non-production environments. | | | | X | A second non-production environment is available, but not proposed. |
| If the proposed system connects to the Internet, an industry accepted level of encryption must be used for data transmissions. | X | | | | |
| The proposed system must permit operating system patching and updates, and allow for a system restart when a patch or update requires it. | X | | | | |
| The proposed system must operate and fully support running in the VMware Virtual Server environment. | X | | | | |
| The proposed system must cooperate satisfactorily with the City's current antivirus software and permit automatic antivirus definition updates. The current antivirus software is Trend Micro Apex One 2019. | X | | | | |
| The system shall provide the ability to authenticate and authorize users via active directory services. | X | | | | |

| | | | | |
|---|---|---|---|---|
| The system must provide a single sign-on to enter all modules for which the user is allowed access. | X | | | |
| The proposed system should disable a user account if a defined number of unsuccessful login attempts are made within a defined time period. | X | | | |
| The system must provide security control, audit and setup capabilities for the system administrator. | X | | | |
| The system administrator must be able to establish new users, remove users, update users, lock users and to set security access rights for users that both restrict and allow access to system capabilities. | X | | | |
| The proposed system must not transmit, display and store User ID's or passwords in clear text. | X | | | |
| If the system resides in City of Columbia's secure computer facility and remote access to the system is required, remote vendor access for support must be accomplished through secured methods | X | | | |
| The system high availability standard must be greater than or equal to 99.9% during normal business hours | X | | X | Tyler's licensed software provides a high degree of availability and our targeted attainment goal is 100%. However, there are many system components and operational variables that are beyond our control. These other system components and variables may and can impact this requirement. When using cloud vendors, Tyler is only able to commit to the service level agreements (SLA) available from the vendor being utilized. If the actual attainment falls below 99.5% then you may be entitled to credits as indicated in the Client Relief Schedule found in the Service Level Exhibit in the sample contract. |
| The proposed system must maintain data integrity and prevent data loss or corruption. | X | | | |
| Vendor shall include in the Implementation Plan the ways and means of how the implementation shall be managed, including, but not limited to schedule, risk, and quality. | X | | | Tyler will provide a statement of work (SOW) outlining project approach, schedule, risk management, roles and responsibilities, etc. We will work with the City to develop a project plan for the implementation. |
| Vendor shall include in the Implementation Plan the descriptions of the vendor roles and responsibilities during the solution implementation. | X | | | |
| Vendor shall include in the Implementation Plan the descriptions of the City's roles and responsibilities during the solution implementation. | X | | | |
| Vendor shall state in the Implementation Plan assumptions and expectations for both the vendor and City stakeholders, in order to reduce any and all ambiguity during the implementation. | X | | | |
| Vendor shall include in the implementation plan conversion services from the existing city DMS solutions. | X | | | Tyler proposes moving the City's legacy data into our archive solution, built on the Amazon Web Services (AWS) Government Cloud (GovCloud), to give users easy access to information without the time and expense of data conversion. |
| Vendor shall provide application availability and technical support on a 24/7 basis. | X | | | |

| | | | | |
|---|---|---|---|---|
| Vendor must provide application support by phone (toll-free) and e-mail during normal business hours (8:00 A.M. - 5:00 P.M.CST, M-F). | X | | | |
| The proposed system should have capability to provide non-production environments so City personnel can test new versions of the system without affecting the production environment. | X | | | |
| Vendor training should utilize a methodology for any type of training on the proposed system without affecting production data. Any actions in the test environment should not affect the availability of the training environment. However, the training environment may share hardware used by the test or production environment. | X | | | |
| Vendor shall provide a comprehensive description of the technical training available to the City for the proposed system. | X | | | Please see the attached Implementation and Training information. |
| Vendor shall provide a comprehensive description of the functional training available to the City for the proposed system. | X | | | Please see the attached Implementation and Training information. |
| The cloud vendor shall adhere to WCAG 2.1 Level AA compliance for web hosted solutions and/or SaaS offerings that are web based in accordance with the Americans with Disabilities Act and its implementing regulations and guidance. | X | | | Tyler Technologies is committed to aligning our products with accessibility standards. We understand the importance of delivering products that are useful, usable, and accessible for people with disabilities, including those who use assistive technology to access content.<br><br>Tyler tracks its products against the leading industry standard for digital accessibility, Web Content Accessibility Guidelines (WCAG). We are aware of legislation at the state and federal level that is in various stages, which encourages adoption of WCAG 2.1 Level AA as an accessibility requirement. We have cross-functional teams that are collaborating internally to support our stakeholders in appreciating how best to address accessibility of products that Tyler licenses.<br><br>Tyler has adopted WCAG as a technical guide and established an accessibility team that meets at regular intervals to track progress against those standards. Product owners have direct access to the accessibility team for reporting and feedback purposes. If products do not perform well in accessibility tests, the accessibility team works with product owners and the development team on remediation |
| The solution shall provide the ability to apply software upgrades to non-production environment(s) before applying to a production environment. | X | | | |
| The solution shall contain an API to assist with integrations. | | X | | The solution can be integrated with third party systems via interfaces, subject to discussion to determine scope and cost. |
| Software shall run with least possible privilege. It should not run as a user that has access outside of its need | X | | | |

| | | | | |
|---|---|---|---|---|
| The solution shall integrate with the City's Active Directory (Federated) Services / LDAP for Single sign-on. | X | | | |
| If accessed from a browser, the solution shall be compatible with Chrome, FireFox, or Microsoft Edge. Vendor must provide list of compatible versions and any other items related to browser-based solutions. | X | | | The browsers noted in the requirement are supported. |
| The solution shall provide the capability to support public/private key encryption. | X | | | |
| Vendor shall encrypt City data while in storage (at rest), in transit, on backup media, and provide decryption means. | X | | | |
| All data must remain in the Continental United States of America, including replication, backups and off-site storage. | X | | | Via Amazon Web Services |
| The solution must be hosted within the Continental United States of America. | X | | | Via Amazon Web Services |
| All City data stored in the cloud is the property of the City. | X | | | |
| Data shall remain accessible, queryable and exportable during the duration of the agreement. | X | | | |
| Vendor shall work with City to provide all data in an acceptable format upon termination of the agreement. Data housed by vendor or its hosting provider shall be destroyed within 30 days and a certificate of destruction provided as verification. | X | | | |
| Vendor shall conduct regular security audits of their solution. The security audits shall include internal and external review of solution security and the security of all code used by the vendor. The vendor shall react promptly to mitigate the vulnerabilities identified by security audits. | X | | | |
| Vendor shall take responsibility for security incident handling if their solution is compromised. | X | | | |
| Vendor shall immediately notify the City of any breaches and will advise what information has been compromised. | X | | | |
| If this information is later found to be inaccurate the cloud vendor will immediately notify the City with the correct information. | X | | | |
| If investigation, containment, and eradication efforts by the City incur costs while fault lies with the vendor, the vendor shall assume the costs. | | X | | Tyler Technologies' handling of incidents conforms to applicable state and federal law. The standard contract includes general indemnification language and Tyler maintains Professional Liability insurance coverage, which includes Cyber Liability coverage, written on a claims-made basis, and with a limit of $1,000,000. |
| Vendor shall provide their incident response plans. Response plans will include procedures for both security and disaster incident response. | X | | | Further information regarding Tyler's IRP can be found in our most recent Type 2 Service Organization Controls No. 2 (SOC 2) report found here: https://www.tylertech.com/about-us/security-compliance/soc-compliance. |

| | | | | |
|---|---|---|---|---|
| Vendor shall provide direct access to the database for ad-hoc queries and other support activities. | X | | | The deployment includes a replica database that the City will have read-only access to. That includes all tables and stored procedures within the database. The replica will receive its data via transactional replication in real-time. A read-only SQL user is created for each account requested by the City. Additionally, the City's public-facing IP addresses are whitelisted to enable connectivity from your network to the replicated database. These accounts can be requested for City end users and third-party vendors. Each account will have unique credentials to meet CJIS requirements. Access is restricted to only the tables and columns they are authorized to view. This helps to ensure sensitive data is protected and access is tightly controlled. |

# 4. Cost Proposal

Please see attached.

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**Sales Quotation For:**

Columbia Police Department
ACCOUNTS PAYABLE
701 E BROADWAY # 5
Columbia MO 65201-4461
Phone: +1 (573) 874-7404

**Shipping Address:**

Columbia Police Department
600 E Walnut St

Columbia MO 65201-4461

## Annual / SaaS

| Description | Fee | Discount | Annual |
|---|---|---|---|
| **Enterprise Public Safety** | | | |
| **Platform** | | | |
| EPS Platform - Standard | $ 107,900 | $ 0 | $ 107,900 |
| EPS Platform - Mobility | $ 3,000 | $ 0 | $ 3,000 |
| **Law Enforcement Records Management System** | | | |
| Enterprise Law Enforcement Records | $ 85,200 | $ 26,560 | $ 58,640 |
| Alarms | $ 1,893 | $ 568 | $ 1,325 |
| Bookings | $ 1,893 | $ 568 | $ 1,325 |
| Crash | $ 1,893 | $ 568 | $ 1,325 |
| Equipment and Inventory | $ 1,893 | $ 568 | $ 1,325 |
| Gangs | $ 1,893 | $ 568 | $ 1,325 |
| Narcotics | $ 1,893 | $ 568 | $ 1,325 |
| Use of Force | $ 1,893 | $ 568 | $ 1,325 |
| Link Analysis | $ 12,600 | $ 3,780 | $ 8,820 |
| Content Manager Core | $ 17,040 | $ 5,112 | $ 11,928 |
| Livescan Interface | $ 6,627 | $ 1,988 | $ 4,639 |

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| | | | |
|---|---|---|---|
| Citizen Reporting Interface | $ 10,887 | $ 3,266 | $ 7,621 |
| NCIC Interface | $ 29,347 | $ 8,804 | $ 20,543 |
| Report Writing [210 Users] | $ 54,600 | $ 16,380 | $ 38,220 |
| Law Enforcement Records Management Data Mart / Includes 5-6 users | $ 6,627 | $ 1,988 | $ 4,639 |
| Public Safety Analytics (Performance Dashboard, Citizen Connect, Explorer, Analytics) | $ 38,800 | $ 11,640 | $ 27,160 |
| **Mobile** | | | |
| Enterprise Mobile Server Software | $ 44,967 | $ 13,490 | $ 31,477 |
| Enterprise Law Enforcement Field Mobile with Advanced Mapping [194] | $ 43,650 | $ 13,095 | $ 30,555 |
| **Other** | | | |
| Data Archive | $ 4,000 | $ 0 | $ 4,000 |
| **Enforcement Mobile** | | | |
| **License** | | | |
| Enforcement Mobile Site License | $ 63,000 | $ 18,900 | $ 44,100 |
| **Interface** | | | |
| Interface: Enterprise Public Safety Records - eCrash | $ 0 | $ 0 | $ 0 |
| Interface: Enterprise Law Enforcement Records [2] | $ 0 | $ 0 | $ 0 |
| Interface: Missouri - ShowMe Court | $ 3,999 | $ 1,200 | $ 2,799 |
| **Task** | | | |
| Task: Code Enforcement | $ 3,999 | $ 1,200 | $ 2,799 |
| **Subscription License Fees** | | | |
| Interface: Device Level (Central Square Mobile) | $ 3,999 | $ 1,200 | $ 2,799 |
| Report: MO Annual Traffic Stop (Included) | $ 0 | $ 0 | $ 0 |
| Task: MO Traffic Stop (Included) | $ 0 | $ 0 | $ 0 |
| Interface: MoDOT | $ 3,999 | $ 1,200 | $ 2,799 |
| Public Safety Analytics - Enforcement Mobile Crash, Citation, Citizen Connect | $ 21,000 | $ 6,300 | $ 14,700 |
| Interface: City Court (Karpel) | $ 3,999 | $ 1,200 | $ 2,799 |
| Task: MO Tow | $ 3,999 | $ 1,200 | $ 2,799 |
| Crash Report Software Site License (Website diagram tool - Not to exceed 150 user licenses) | $ 30,000 | $ 9,000 | $ 21,000 |
| **TOTAL** | | | **$ 465,011** |

**Services**

| Description | Quantity | Unit Price | Discount | Total |
|---|---|---|---|---|
| **Enterprise Public Safety** | | | | |
| Project Management | 1 | $ 94,400 | $ 0 | $ 94,400 |
| Systems Assurance – Standard | 1 | $ 13,050 | $ 0 | $ 13,050 |
| Mobility Implementation | 1 | $ 4,000 | $ 0 | $ 4,000 |
| GIS Implementation - Standard | 1 | $ 27,260 | $ 0 | $ 27,260 |
| Decision Support Software Service | 1 | $ 10,150 | $ 0 | $ 10,150 |
| NCIC Installation | 1 | $ 21,025 | $ 0 | $ 21,025 |
| Law Enforcement Records Configuration (up to 5 agencies) | 1 | $ 20,880 | $ 0 | $ 20,880 |
| Law Enforcement Records Training | 1 | $ 17,400 | $ 0 | $ 17,400 |
| Law Enforcement Records Go-Live Support | 1 | $ 13,050 | $ 0 | $ 13,050 |
| IBR Submission | 1 | $ 7,250 | $ 0 | $ 7,250 |
| Livescan Interface Installation | 1 | $ 4,640 | $ 0 | $ 4,640 |
| Citizen Reporting Interface Installation | 1 | $ 2,320 | $ 0 | $ 2,320 |
| Report Writing Implementation Fee | 1 | $ 20,000 | $ 0 | $ 20,000 |
| Law Enforcement Mobile Messaging Configuration | 1 | $ 4,350 | $ 0 | $ 4,350 |
| Law Enforcement Mobile Messaging Training (includes 10 trainers ea.) | 1 | $ 4,350 | $ 0 | $ 4,350 |
| Law Enforcement Mobile Messaging Go-Live | 1 | $ 8,700 | $ 0 | $ 8,700 |
| Call For Service Import to RMS -Central Square One Solution CAD | 1 | $ 17,600 | $ 0 | $ 17,600 |
| Public Safety Analytics Installation & Remote Training | 1 | $ 4,500 | $ 0 | $ 4,500 |
| Enterprise Law Enforcement Additional Modules | | | | $ 13,280 |
| Data Archive Conversions | | | | $ 55,100 |
| **Enforcement Mobile** | | | | |
| Set Up & Configuration (Karpel Interface) | 1 | $ 2,500 | $ 0 | $ 2,500 |
| Set Up & Configuration (MO Tow Task) | 1 | $ 2,500 | $ 0 | $ 2,500 |
| Set Up & Configuration (MO ShowMe Court) | 1 | $ 2,500 | $ 0 | $ 2,500 |
| Set Up & Configuration (Analytics) | 1 | $ 4,500 | $ 0 | $ 4,500 |
| Project Management | 1 | $ 7,000 | $ 0 | $ 7,000 |
| Set Up & Configuration | 1 | $ 19,500 | $ 0 | $ 19,500 |
| Set Up & Configuration - Enterprise Public Safety Interface | 1 | $ 0 | $ 0 | $ 0 |
| Set Up & Configuration - Crash Report | 1 | $ 5,500 | $ 0 | $ 5,500 |
| Set-Up & Configuration - Device Optimization, Hardware (per device/printer) | 150 | $ 50 | $ 0 | $ 7,500 |
| Training | 1 | $ 5,000 | $ 0 | $ 5,000 |
| Training: Standard Crash Training Package | 1 | $ 2,000 | $ 0 | $ 2,000 |
| Set Up & Configuration (MoDOT Interface) | 1 | $ 2,500 | $ 0 | $ 2,500 |

| Description | Quantity | Unit Price | Discount | Total |
|---|---|---|---|---|
| Set-Up & Configuration - OS platform - iOS | 1 | $ 2,500 | $ 0 | $ 2,500 |
| Set-Up & Configuration - OS platform - Android | 1 | $ 2,500 | $ 0 | $ 2,500 |
| Set-Up & Configuration - OS platform - Windows OS | 1 | $ 0 | $ 0 | $ 0 |
| Set Up & Configuration (Code Task) | 1 | $ 2,500 | $ 0 | $ 2,500 |
| Set Up & Configuration (MO Traffic Stop Task) | 1 | $ 0 | $ 0 | $ 0 |
| Set Up & Configuration (MO Annual Traffic Stop Report) | 1 | $ 0 | $ 0 | $ 0 |
| Set Up & Configuration (Central Square Device Level Interface) | 1 | $ 2,500 | $ 0 | $ 2,500 |

**TOTAL** $ 434,305

**Third-Party Hardware, Software and Services**

| Description | Quantity | Unit Price | Discount | Total | Total Annual |
|---|---|---|---|---|---|
| Enterprise Public Safety | | | | | |
| Software | | | | | |
| Embedded Third Party Software | 1 | $ 44,250 | $ 0 | $ 44,250 | $ 9,293 |
| Hardware | | | | | |
| Redundant VPN Appliance Bundle | 2 | $ 6,000 | $ 0 | $ 12,000 | $ 0 |

**TOTAL** $ 56,250 $ 9,293

| Summary | One Time Fees | Recurring Fees |
|---|---|---|
| Total Tyler Software | $ 0 | $ 0 |
| Total Annual | $ 0 | $ 465,011 |
| Total Tyler Services | $ 434,305 | $ 0 |
| Total Third-Party Hardware, Software, Services | $ 56,250 | $ 9,293 |
| Estimated Travel | $ 61,360 | $ 0 |

**Summary Total**                                    $ 551,915                    $ 474,304

**Detailed Breakdown of Conversions (Included in Summary Total)**

| Description | Quantity | Unit Price | Discount | Total |
|---|---|---|---|---|
| Enterprise Public Safety | | | | |
| Conversion | | | | |
| Data Archive Single Source: LERMS (up to 10 modules; includes Active Warrants and On-Hand Property imports into Enterprise LERMS) | 1 | $ 55,100 | $ 0 | $ 55,100 |
| **TOTAL** | | | | **$ 55,100** |

**Assumptions**

Unless a Workstation License is included, Enterprise Public Safety Law Enforcement Records includes 36 licenses.

For additional information, please visit https://empower.tylertech.com/enterprise-public-safety-specifications.html
Additional Report Writing users beyond the number set forth in the Investment Summary will be invoiced at Tyler's then-current per-user rate.

Enforcement Mobile:

Site License for Crash (Includes website diagram tool - not to exceed 150 user licenses)

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## Exhibit F
## IT Questionnaires

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| DCI: | IT-ADM-010 | Title: | Software Supplier Cybersecurity Supply Chain Risk Management Questionnaire | | Status: | Approved | |
|---|---|---|---|---|---|---|---|
| **Working File Path:** | | | K:\_RECORDS\GS 047 Policy and Procedure Files (varies)\Procedures (until superseded)\SOP – Administration\redlines\IT-ADM-010 | | | | |
| **Permanent File Path:** | | | K:\_RECORDS\GS 047 Policy and Procedure Files (varies)\Procedures (until superseded)\SOP - Administration | | | | |
| **Author:** | | Bill Isbister | **Created Date:** | 8/30/2021 | **Supersedes:** | | 1.1 |
| **Approver:** | | Mark Neckerman | **Approval Date:** | 2/11/2022 | **Effective Date:** | | 2/11/2022 |
| **Reviewer:** | | Marcus Perkins | **Review Date:** | 2/4/2022 | **Version:** | | 1.2 |

| | |
|---|---|
| **Purpose** | The responses to this questionnaire should be included in the cybersecurity risk assessment conducted by Information Technology SME's when evaluating software purchases for ICT. |
| **Scope** | The contents of this SOP should be attached to any RFP submitted by the City of Columbia, MO for the procurement of ICT software.<br>In the absence of an RFP, this SOP should be submitted by the Information Owner or Information System Owner to potential vendors for procurement of software supporting City ICT or for contracted IT services provided by the City to its residents or employees. |
| **Responsibilities** | IT SME(s) - Evaluate responses to this questionnaire to assess cybersecurity risk for the procurement of software from responding vendors/suppliers. Recommend updates to this questionnaire.<br>IT Director – Approves updates and revisions to the questions in this SOP as necessary.<br>IT Managers/Supervisors – Request the vendors/suppliers complete the questionnaire prior to purchasing ICT<br>Purchasing – Attached the questions in this SOP as an attachment to any RFP released for public bidding.<br>Information System Owner or Information Owners – may submit this questionnaire to potential vendors/suppliers that may provide ICT hardware to the City. |
| **Training Protocol** | Training should occur as necessary |
| **Review and Test** | The questions in this SOP should be reviewed as necessary based on the cybersecurity threat landscape. |
| **Requirements** | None |
| **Definitions**<br>**\*\*NIST 800-88 defined term** | BES – Bulk Electric System<br>CEII - Critical Energy/Electric Infrastructure Information<br>ICT – Information and Communications Technology<br>Information System Owner\*\* – City of Columbia IT Managers own the Cyber Assets that may contain BCSI\CEII media or be used in or to support CWLD Medium Impact BES Cyber Systems.<br>Information Owner\*\* – CWLD owns BCSI\CEII stored on media contained in Cyber Assets associated with CLWD Medium Impact assets and Medium Impact BES Cyber Systems.<br>ICT – Information and Communications Technology<br>IT – Information Technology<br>RFP – Request for Proposal<br>SME – Subject Matter Experts<br>SOP – Standard Operating Procedure |
| **External References** | This questionnaire was developed by City staff using the following references:<br>CISA – ICT Supply Chain Risk Management Toolkit<br>NATF – Supply Chain Security Criteria<br>NATF – Energy Sector Supply Chain Risk Questionnaire |
| **Associated Artifacts** | None |
| **Associated Documents** | None |
| **Typographical Convention** | <mark>Highlighted</mark> – Areas to be updated by purchasing when creating an RFP<br>Highlighted – Areas to be updated by requester. |

# Questionnaire

## Method of Performance

Offeror must respond to the following requests.

1.  In order for the City of Columbia, MO to identify and assess cybersecurity risk from each Offeror's products and services, the City is requiring Offerror's completion of the "Cybersecurity - Supply Chain Risk Management Questionnaire" provided in Attachment ##.

2.  Offeror shall state their compliance with Executive Order 13873 of May 15, 2019 Securing the Information and Communications Technology and Services Supply Chain.
    https://www.federalregister.gov/documents/2019/05/17/2019-10538/securing-the-information-and-communications-technology-and-services-supply-chain

3.  To the extent offeror is a channel partner of products for a separate manufacturer or developer, offeror must supply the documentation requested in Attachment ## to the extent that documentation is available.

## Instructions Requester

Requester should provide respondent with the following information for questions, support, or additional information related to the questionnaire.

Requester Name:
Requester Title:
Requester email:
Requester phone number:     (573)

## Instructions Respondent

*   A supplier is a business or person that provides software to the City.

*   A vendor is a business or person that sells software on behalf of another business or person that provides software to the City.

*   Please provide a response to each question 'Yes', 'No', or 'Unknown' as relevant to the offering.

*   If the question does not apply to your organization, please answer 'N/A' and provide a supporting statement of applicability if not relevant to the offering in consideration.

*   Please attach supporting documents to the completed questionnaire. You may provide links when submitting if documentation is available online and accessible.

*   City is this document refers to the City of Columbia, MO

*   Information and Communications Technology (ICT) in this document refers to all devices, networking components, applications and systems that combined form a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

*   The City may request additional supporting documentation, at its discretion, after receipt of this questionnaire.

*   Responded should answer all questions until they reach the end of the questioner as designated by the **End of Questionnaire** heading.

*   Industry terminology used is this questionnaire:
    *   BES – Bulk Electric System
    *   CEII – Critical Energy/Electric Infrastructure Information
    *   ICT – Information and Communications Technology

Attachment

# Attachment <mark>##</mark> – Cybersecurity – Software Supply Chain Risk
## Management Questionnaire

### General Information (GI)
*This section is used to gather information about the business the City will be purchasing software from.*

1. Are you a supplier or vendor? (Will you be providing software to the City "supplier" or selling software to the City on behalf of another business "vendor"?)

   Tyler is a supplier.

2. Your Organization Name:

   Tyler Technologies, Inc.

3. Your Organization Website URL(s):

   www.tylertech.com

4. Do you have a third-party certification or outside attestation relevant to cybersecurity supply chain risk management? (ISO 9001, ISO 27001, SOC2, SOC3, etc.) Please provide a copy of the certification or attestation.

   Tyler maintains formal security policies and procedures that comply with applicable statutory and industry practice requirements/standards, which include an Incident Response procedure. We maintain records demonstrating our compliance with the foregoing but do not allow client audits of the same. Tyler follows security best practices dictated and defined by the following three assurance audits: Sarbanes-Oxley Act Section 404 (SOX-404) Financial and IT General Controls, Payment Card Industry (PCI) Security Council Payment Application Data Security Standard (PA-DSS)/PCI Data Security Standard (PCI-DSS), and the American Institute of Certified Public Accountants (AICPA) Statement on Standards for Attestation Engagements no. 18 (SSAE-18) Service Organization Control (SOC) 1 and SOC 2 Assurance Audits. Our Security Policy is based on the full National Institute of Standards and Technology (NIST) Cybersecurity Framework and is reviewed during each audit. Following execution of a non-disclosure agreement (NDA), we will provide the Hosting Operations SOC 1 and SOC 2 Reports that will demonstrate compliance. Additional information concerning Tyler's commitment to providing online security and maintaining compliance with industry and regulatory standards can be found at https://www.tylertech.com/about-us/compliance.

5. Point of Contact Name:

   Jamie Lund

6. Point of Contact Title:

   Senior Account Executive

7. Point of Contact Email:

   Jamie.Lund@tylertech.com

8. Point of Contact Phone Number:

IT-ADM-010

(303) 979-7974

9. Your IRS Employer Identification Number:

75-2309320

10. Your Annual Gross Revenue:

$2.14B (2024)

11. Number of Employees you have:

7,400+

12. Your Corporate Headquarters Location (Street, City, State, and Zip Code):

5101 Tennyson Parkway

Plano, Texas 75024

13. Additional Countries you have a presence in:

Canada, India, Philippines

14. Number of contractors you employ in countries other than the United States (indicate if none)

None

15. Your Subsidiaries

Please refer to the subsidiaries list on the following pages.

| Subsidiaries | Organized Under the Laws of: |
|---|---|
| Tyler Technologies A&T Services, LLC | Delaware |
|     Tyler Appraisal & Tax Services, ULC | Canada |
| Tyler Technologies Australia PTY LTD | Australia |
| Tyler Federal, LLC | Viginia |
| Harris Custom Programming, LLC | Georgia |
| Tyler Technologies Philippines, Inc. | Philippines |
| ARInspect, LLC | Delaware |
|     ARInspect India Pty Ltd. | India |
| Computing System Innocations, LLC | Delaware |
| MyGov, LLC | Oklahoma |
| NIC Inc. | Delaware |
|     National Online Registries, LLC | Colorado |
|     NIC Federal, LLC | Kansas |
|     NIC Services, LLC | Colorado |
|     NIC Solutions, LLC | Colorado |
|     NICUSA, LLC | Delaware |
|         Alabama Interactive, LLC | Alabama |
|         Arkansas Information Consortium, LLC | Arkansas |
|         Colorado Interactive, LLC | Colorado |
|         Connecticut Interactive, LLC | Conneticut |
|         Hawaii Information Consortium, LLC | Hawaii |
|         Idaho Information Consortium, LLC | Idaho |
|         Illinois Interactive, LLC | Illinois |
|         Indiana Interactive, LLC | Indiana |
|         Kansas Information Consortium, LLC | Kansas |
|         Kentucky Interactive, LLC | Kentucky |
|         Local Government Online Indiana, LLC | Indiana |
|         Louisiana Interactive, LLC | Louisiana |
|         Maine Information Network, LLC | Maine |
|         Maryland Interactive, LLC | Maryland |
|         Michigan Interactive, LLC | Michigan |
|         Mississippi Interactive, LLC | Missisippi |
|         Montana Interactive, LLC | Montana |
|         Nebraska Interactive, LLC | Neraska |
|         New Jersey Interactive, LLC | New Jersey |
|         New Mexico Interactive, LLC | New Mexico |
|         NIC Healthcare Solutions, LLC | Kansas |
|         NIC Iowa, LLC | Iowa |
|         NIC Licensing Solutions, LLC | Colorado |
|         Oklahoma Interactive, LLC | Oklahoma |
|         Oregon Information Consortium, LLC | Oregon |
|         Pennsylvania Interactive, LLC | Pennsylvania |
|         Rhode Island Interactive, LLC | Rhode Island |
|         South Carolina Interactive, LLC | South Carolina |
|         South Dakota Interactive, LLC | South Dakota |
|         Texas NICUSA, LLC | Texas |
|         Utah Interactive, LLC | Utah |
|             Construction Registry Services, LLC | Utah |

| | |
|---|---|
| Vermont Information Consortium, LLC | Vermont |
| Virginia Interactive, LLC | Virginia |
| West Virginia Interactive, LLC | West Virginia |
| Wisconsin Interactive Network, LLC | Wisconsin |
| Delaware Interactive, LLC | Delaware |
| Florida Interactive, LLC | Florida |
| New York Information Consortium, LLC | New York |
| North Carolina Interactive, LLC | North Carolina |
| Tennessee Information Consortium, LLC | Tennessee |
| Washington Interactive, LLC | Washington |
| Rapid Financial Solutions, LLC | Utah |
| Software Exchange, LLC | Kansas |
| Tsunami Surf Riders, LLC | Kansas |
| US eDirect LLC | Delaware |
| US eDirect Australia PTY LTD | Australia |

The names of certain subsidiaries are omitted, as such subsidiaries in the aggregate would not constitute a significant subsidiary.

16. Your Parent(s) Organization:

None

17. Your Parent(s) Subsidiaries and Divisions

None

18. Have you previously provided supply chain risk management information to the City?

No

## General Information Suppliers (GI)

*This section is used to gather information about the business that you may be selling software on behalf of to the City. The City authorizes vendors to share this section with suppliers to collect information. Please mark each questions as N/A if you are not selling software on behalf of another business.*

1. Supplier Name: N/A

2. Supplier Website URL(s): N/A

3. Does the suppler have a third-party certification or outside attestation relevant to cybersecurity supply chain risk management? (ISO 9001, ISO 27001, SOC2, SOC3, etc.) Please provide a copy of the certification or attestation. N/A

4. Point of Contact Name: N/A

5. Point of Contact Title: N/A

6. Point of Contact Email: N/A

7. Point of Contact Phone Number: N/A

8. IRS Employer Identification Number: N/A

9. Annual Gross Revenue: N/A

10. Number of Employees: N/A

11. Supplier Corporate Headquarters Location (Street, City, State, and Zip Code): N/A

12. Additional Countries with Supplier Presence: N/A

13. Number of contractors the organization employs in countries other than the United States (indicate if none): N/A

14. Supplier Subsidiaries: N/A

15. Supplier Parent(s): N/A

16. Supplier Parent(s) Subsidiaries and Divisions: N/A

17. Have you previously provided supply chain risk management information to the City of Columbia, MO? N/A

## Company Overview (CO)

*This section is used to gather information about your company and their footprint in the sector.*

1. Do you have a process in place to notify customers of any mergers and acquisitions as soon as legally permissible?

   Tyler is an extremely experienced acquirer, having completed over 40 acquisitions over the past 20 years. As a publicly traded company, Tyler notifies relevant authorities about acquisitions once it is legally permissible to do so and in accordance with applicable laws. Tyler often publishes a press release after announcing an acquisition. Those press releases can be found here: https://investors.tylertech.com/news/default.aspx.

2. Describe your organization's business background and ownership structure, including all parent and subsidiary relationships.

   Tyler is a publicly-traded corporation. Founded in 1966, Tyler has been focused on serving the needs of the public sector since 1997. Tyler is not a parent; please refer to the list of subsidiaries provided earlier in this document.

3. Describe any other subsidiaries or divisions of identified parent organizations.

   Not applicable

4. Describe how long your organization has conducted business in this product area.

   Tyler has provided public safety software solutions since 1984.

5. Provide any countries other than the United States in which you operate (has an office, sells product, or conducts any business) (indicate if none) and describe activities conducted in each.

   Tyler has sales offices in Canada, India, and the Philippines. However, all of Tyler's development is done in the United States. Tyler hosts our public safety applications in the AWS GovCloud and both AWS GovCloud regions are operated on U.S. soil, are managed by AWS employees who are U.S. citizens, and data will not leave the United States.

6. Provide any countries other than the United States in which your product (i.e., hardware, software, firmware, or components) is manufactured or developed (indicate if none) and describe activities conducted in each.

   N/A – Tyler's software is developed in the United States.

7. Provide any countries other than the United States in which your product (i.e., hardware, software, firmware, or components) is assembled (indicate if none) and describe activities conducted in each.

N/A

8. Do you have existing state or local government customers?

Yes. All of Tyler's clients are in the public sector.

9. Have you had a breach affecting your customers in the last 5 years? Please provide information about response, including initiation of your incident response plan.

Tyler regularly monitors the networks, systems, environments and applications within its control. As part of that monitoring, if and when Tyler identifies a potential security incident, Tyler follows established policies and procedures to contain, respond to and mitigate such incidents. Tyler's standard practice is to treat the details of any such incident as confidential, given that releasing those details to the public itself creates a security risk, and/or because those details may include a client's confidential information. In response to this question, however, we are providing a summary of incidents that resulted in us providing notification letters consistent with applicable state law.

In the past five years, Tyler has provided notification letters consistent with applicable state law primarily in the context of inadvertent disclosures by Tyler. Those inadvertent disclosures included an instance during which a Tyler employee accidentally emailed a file containing personally identifiable information (PII), albeit to a verified recipient with a relationship to Tyler; an instance during which usernames and passwords for the tylertech.com website were inadvertently made searchable on the tylertech.com website during a website upgrade; and an instance during which release notes were made available with a screenshot that inadvertently reflected a limited set of PII. In each of those instances, the inadvertent disclosure was immediately identified and recalled, and instructions were provided to the recipients about deletion. Tyler also investigated for any evidence of compromise or exploit of the inadvertently disclosed information, and in each case found none. Regardless, out of an abundance of caution, Tyler did provide the notification letters described above. Tyler also reissued internal training and related reminders to Tyler employees regarding the appropriate treatment of Tyler confidential information. In addition, there were two instances where a Tyler employee did not follow Tyler policies and procedures regarding internal support protocols that resulted in the potential for inadvertent disclosure of confidential information. In both of those instances, the incidents were again immediately contained and remediated, and Tyler again discovered no evidence of a compromise indicating a risk of harm to the potentially impacted individuals. Tyler took appropriate action with relevant Tyler employees and issued notification letters out of an abundance of caution.

For completeness, we are also confirming that Tyler experienced a security incident that received media attention and that was addressed on our corporate website and in communications with our client community. We discovered that incident on September 23, 2020, and subsequently confirmed that it involved ransomware. We immediately launched a multi-layered investigation in cooperation with third-party experts and law enforcement. We determined that the incident was directed at our internal corporate network, and not our separate and segregated hosting environments or our Microsoft O365 environment. Additional details are available at https://www.tylertech.com/security-incident.

10. Do you have dedicated teams for different development and customer assistance functions (e.g., customer support, implementation, product management, etc.)?

Yes. The Public Safety Division (over 600 employees) has teams for development, support, and implementation. A breakdown of the implementation team is shown on the organization chart below:

## Organizational Chart

**Professional Services Manager**
- Maintains resource scheduling
- Attends periodic project status meetings with Client
- Reviews project status with Tyler Project Manager to ensure successful implementation

**Tyler Project Manager**
- Coordinates availability of Tyler resources
- Tyler resource management
- First point of contact for contract issues
- Issue resolutions (first stop – joint with the Client)
- Tyler senior management communications
- Change order process (joint with the Client)
- Project Status reports
- Overall project coordination
- Review Master File Build

**Training Team**
- Curriculum development
- Deliver training
- Competency evaluation
- End user documentation

**Conversion Team**
- Data mapping
- Specification development
- Programming
- Testing
- Data load

**Interface Team**
- Deliver interfaces
- Work with third parties
- Test interfaces
- Train System Administrator on interfaces

**Systems Assurance Team**
- DBMS setup
- Hardware and operating system implementation
- Network management
- Testing (technical)
- Operational documentation
- Performance management
- Change management (technical)
- Implementation setup and assurance

**Go-Live Team**
- Go live
- Stabilization
- Operational turnover

## General Information Services (GI)

*This section is used to gather information about the software that City will be procuring.*

1. Product Name:

   Enterprise Public Safety – Law Enforcement Records Management, Report Writing, Public Safety Analytics, Enforcement Mobile applications.

2. Product Description:

### Enterprise Law Enforcement Records

Tyler's Law Enforcement Records gives law enforcement agencies of every size and level of complexity cutting-edge functionality as well as the efficiency, reliability, flexibility, and ease of use needed to help first responders, supervisors and command staff work proactively and make better decisions. The application combines one of the most comprehensive databases in the industry with a nimble search engine similar to that used by Facebook, Amazon, and eBay. Departments can capture, process, analyze and act on information about cases, incidents, persons, buildings and businesses, vehicles, property, citations, crash reports, and more, using agency-defined data fields that allow individual departments to track and follow-up on the issues most important to them. Built with a scalable architecture to manage the needs of small, individual departments right up through larger, more complex agencies and multi-jurisdictional consortiums, the application supports future expansion and provides robust security and authentication tools to ensure the integrity of each agency's information. Best of all, Law Enforcement Records is integrated with the rest of Tyler's public safety software suite, so information entered once into any module is shared throughout the system and immediately available to all users with proper permissions.

# Enterprise Report Writing

Report Writing is a cloud-native application that is used to view, create, edit, and submit reports while working in the field. By using cloud technology, this application provides the user with the ability to work from anywhere, using phones, tablets, laptops, desktops, etc. – both online and offline. Report Writing offers the following agency report types: Arrest Reports, Case Reports, Field Interviews, and Incident Reports.

# Public Safety Analytics

Tyler's Public Safety Analytics is a map-centric tool that provides a comprehensive picture of crime, accidents, tickets, law enforcement and fire incidents and CFS by displaying data in an easy-to-use interface for quick trend analysis. Used by public safety personnel from patrol officers to crime analysts to command staff, Public Safety Analytics pulls data quickly and efficiently to create a variety of maps that can be broken down by beats, neighborhoods, school zones, districts, quadrants or regions. Automatic data breakdowns highlight information by time of day, day of week, date, category, offense, narrative and numerous other filters to indicate where incidents and trends are occurring. Interactive comparative statistics include geo-analytics and percent-change capabilities, comparing available data to prior weeks, months or even years. Users can also create detailed and specific geo-tactics in any shape or size for automatic and instantaneous analysis of specific crime types and timing within that area, allowing for up-to-the-minute review of mission-critical activities and better tactical decision-making.

# Enforcement Mobile

In the world of electronic ticketing, accurate data collection and processing allow officers and court personnel to enforce the law safely, efficiently, and effectively. To do this, law enforcement officers and court personnel need a robust solution capable of capturing data for issuing and processing citations, crash reports, and more — and that is what Tyler's Enforcement Mobile Solution does.

Tyler's Enforcement Mobile provides a device-independent solution that can be used on handheld, laptop, tablet, and cellular device with a Windows, Android, or iOS operating system. It is an end to end, complete solution that covers the full gamut—from data capture to processing to transmittal straight into most systems. Enforcement Mobile works for most public safety mobile applications including eCitation, Parking, Crash, Code Enforcement, and much more.

## Cybersecurity Program Management (CSPM)
*This section is used to gather information on how the City can verify the authenticity and integrity of software, firmware, and patches for ICT purchased from you.*

1.  What mechanisms are provided for verifying the identity of the software source all software and patches that are intended for use by the City to ensure that the software being installed is from a legitimate source?

    The source of the software and patches will come from Tyler's Installation Management Solution (IMS). IMS is a cloud-based software distribution system that will assist with the download, implementation and updating process of the Enterprise Public Safety software environment. The mobility devices running an iOS or Android operating system will download the applications and updates via the Apple app store or Google Play store.

2.  What mechanism(s) and provided for verifying software release integrity of the software and patches, before they are installed to verify that it has not been modified from its original obtained source?

    Tyler spends 15 to 20 percent of revenue annually on product research and development to keep our

software releases on pace with evolving public safety requirements, industry trends and emerging technologies. We follow the Microsoft Solution Framework (MSF)-Agile approach to development, utilizing Microsoft Team Foundation Server for Team and Product Management and Microsoft Team Suite for our developers. We work closely with clients and our 100-plus rotating advisory group members across the county to build products that deliver immediate value to users.

Our team culture is founded on the premise that client support is our number-one priority; new features are developed only if they add to the quality of the software we deliver. Beginning early in the development process and continuing throughout the development cycle, our dedicated team of more than 20 quality engineers rigorously tests the end-to-end workflow and alerts stakeholders as soon as an issue is discovered. These test plans and automation procedures run 24 hours a day, 7 days a week, and include the following:

- **Automated Unit Testing**: Tests all code changes made in Tyler products utilizing code libraries such as xUnit

- **Feature Testing**: Collaborative testing between developer and software tester around a specific feature

- **Integration Testing**: Tests code-level integration across product components and APIs

- **Regression Testing**: Tests areas of the product that were not directly changed to verify that changes in one part of the software did not affect another part of the software

- **Acceptance Testing**: Verifies that software meets initial story requirements

- **Installation Testing**: Tests the installation program and validates the installation instructions with multiple installation paths and configurations

- **Automated User Interface (UI) Testing**: Identifies defects using test tools

- **Performance/Stress Testing**: Runs and measures application performance using AppDynamics

- **Sprint Testing**: Tests the planned development backlog; takes place after the development cycle is completed

By honing our focus on pre-release testing, Tyler continuously improves the quality of the software we deliver to our clients.

3. **Is there a documented program for secure product design and development, including applying security controls and secure coding techniques, within the software development life cycle and software maintenance lifecycle?**

Tyler development teams follow design and coding guidelines that are continually updated based on emerging security threats, and rigorous internal review processes identify and correct any critical security violations before code is committed. All back-end services are tested for compliance with Open Web Application Security Project (OWASP) standards and are black box penetration tested by Tyler's Corporate Security Red Team. Tyler's application security team is dedicated to reviewing and enhancing the security posture of Tyler's products. Enterprise-level dynamic and static security scanning tools are used as part of our software development lifecycle.

Once programming has been completed in the development environment, quality assurance testing is performed in a test environment by an employee independent of development to help verify changes are ready to be migrated to client environments. Further information can be found in our most recent Type 2 Service Organization Controls No. 2 (SOC 2) report.

4. **What Framework(s) and/or model(s) is the software development program aligned to?**

We adopt a security-by-design approach to ensure robust protection throughout our development and deployment processes. Initially, threat modeling tools are utilized to understand and mitigate risks

associated with our code and infrastructure. For code management, we conduct scanning analysis on every code line required for a merge, focusing on medium, high, and critical risk levels. Dynamic scanning and penetration testing are carried out on web-based applications, ensuring that medium, high, and critical risk issues are addressed before deployment to production. Change control boards oversee Infrastructure as Code (IaC) changes, and we use tools that scan IaC configurations to suggest best practices for security and operations. In production, we implement a Web Application Firewall (WAF) for all edge ingress points, CrowdStrike for anomaly detection, and AWS Shield for DDoS protection.

## Workforce Management (WFM)

*This section is used to gather information about how your organization manages its employees.*

1. Do you have a process for onboarding personnel?

   Yes, Tyler employees all go through an onboarding process.

2. Do you perform background screenings or multi-state background checks on all personnel, including employees, contractors, and subcontractors, prior to their first day of work? What is the length of time covered in the background check?

   Tyler conducts routine background checks as part of pre-employment screening. The background check covers seven years or longer.

3. Do you perform recurring background checks for personnel on a periodic basis after the initial hire date? What is the frequency of recurring background checks?

   Tyler repeats criminal background checks on employees and contractors with access to Tyler or client systems when required for CJIS compliance or upon reasonable suspicion that criminal activity has occurred. Tyler's policies mandate employees to self-report criminal conduct, and failure to do so results in discipline up to and including termination.

4. Do you have a training and awareness program for your application developers to ensure they are aware of current secure coding techniques and security risks in application development? What is the frequency of the training

   On a quarterly basis Tyler hosts a three-day conference called Tyler Mesh. This conference is geared towards Tyler's internal development and support communities, about 1,000 employees. This company-wide conference is geared toward exchanging ideas and foster conversations around a wide array of disciplines that include product ownership and management, software development, security, support, quality assurance, release management, professional development, and development operations.

5. Do you have a process by which you determine whether any employee, contractor, or subcontractor appears on any list of prohibited persons maintained by any government authority ("Prohibited Lists"), including but not limited to the list of "Specially Designated Nationals and Other Blocked Persons" maintained by the United States Department of Treasury, and the "Denied Persons List" maintained by the Bureau of Industry & Security?

   This type of alert would be triggered by state or agency processing of our staff's fingerprint cards during yearly audit cycles.

## Configuration and Change Management (CCM)

*This section is used to gather information about how the City can manage your software after receipt and for the duration of the hardware life cycle.*

IT-ADM-010

1.Do you provide a specific list of, and justifications for, required logical network ports (which may include limited ranges) and services required for hardware operation?

Yes. During the network deployment process, the engineer will provide specific port requirements and ensure that the secure tunnel has been established.

2. Do customers have the option to not participate in or to postpone an upgrade to a new release?

Yes, however, Tyler recommends staying up to date with releases.

3. Are versions other than the newest release supported?

Yes. Tyler continues to provide limited support for older releases.

4. Does the hardware support client customizations from one release to another?

Custom modifications and enhancements made to the software are incorporated into the standard product. Future upgrades are intended to implement seamlessly with no negative impact to the customization.

Any interfaces provided by Tyler become part of the standard product once implemented successfully. Support for these interfaces includes any Tyler-provided upgrades, service packs or warranty fixes. Modifications as a result of a third-party change may incur additional costs.

5. Do you have policy(ies) and procedure(s), currently implemented, managing how critical patches are released and/or applied to customer hardware?

Yes. Tyler's Release Management procedures are designed to deliver required enhancements as quickly as possible to the clients who need them, while providing the flexibility for other clients to apply only the upgrades that are important to their specific operations. To do this, we provide two major releases and one to three service pack releases annually.

| Type of Release | Frequency | Content | Distribution |
|---|---|---|---|
| Major Release | 2 per year | Cumulative content from previous Minor Releases, Service Packs, new enhancements, and software suggestions | All Clients via TylerDeploy/IMS Update Distribution System |
| Service Pack | 2-6 per year | Contracted enhancements, Government-mandated changes*, software suggestions | All Clients via TylerDeploy/IMS Update Distribution System |
| Patches | As needed | Corrections to critical software issues | All Clients via TylerDeploy/IMS Update Distribution System |

*Mandated changes may also be provided in Warranty Pack releases.

Major releases include software enhancements or customizations contracted by clients, state or federally mandated changes and the highest ranked client software suggestions from our application Advisory Groups. The service pack releases are optional so that clients may skip these incremental upgrades if they have no immediate need for them. Our major release includes all enhancements provided in the previous service packs, plus additional updates. We strongly

encourage all clients to apply the major release within nine months of its availability in order to benefit from future warranty releases, software suggestions, and product improvements.

### Notification

When a new major release becomes available, clients registered with Tyler Community will be notified that *What's New* and *Important Release Notes* documentation has been added to the Tyler Community Documentation site. The site also houses release-specific documents such as instructions for installation or upgrading, a detailed list of the software enhancements and changes, and updated training and user guides. A client's technical account manager also plays a crucial role in raising awareness of new and available releases, and Tyler strongly encourages all clients to work closely with their technical account manager or project manager for upgrade and installation planning.

### Installation

Tyler will install all system and application updates as part of our Managed Services, which is included with all hosted environments. With a cloud-hosted solution, all updates are installed as part of the services provided by Tyler's Cloud Operations team.

6. Do you have policy(ies) and procedure(s), currently implemented, guiding how security risks are mitigated until patches can be applied?

Yes. The procedure may vary depending on how severe the security risk is and where the vulnerability resides. Tyler's cloud hosted deployment is protected by several security mechanisms and is not publicly accessible via the internet with drastically reduces the security footprint.

## Cybersecurity Vulnerability Management (CSVM)

*This section is used to gather information on the risk your software would add to the City's current ICT landscape.*

1. Is software and patches scanned for vulnerabilities prior to new releases?

Enterprise-level dynamic and static security scanning tools are used as part of our software development lifecycle. All back-end services are tested for compliance with Open Web Application Security Project (OWASP) standards and are black-box penetration tested by Tyler's corporate Security Red Team.

2. Do you subject your code to static code analysis and/or static application security testing prior to release?

We ensure continuous monitoring and improvement of our security posture through a comprehensive approach that includes Dynamic Application Security Testing (DAST), Static Application Security Testing (SAST), and annual Red Team penetration testing. Automated processes for DAST and SAST are conducted daily, with established thresholds to alert teams to address vulnerabilities in both our code and infrastructure. This approach helps maintain a proactive stance on security and promptly identifies and mitigates potential issues.

Tyler's Software Quality Engineering team employs a comprehensive testing methodology to ensure that when software is released it meets the strict quality requirements of our clients. The testing process begins early in the development process and continues throughout the development cycle and includes the following test processes:

- *Automated Unit Testing*: Tests all code changes made in Tyler products utilizing code libraries such as xUnit

- *Feature Testing*: Collaborative testing between developer and software tester around a specific feature

- *Integration Testing*: Tests code-level integration across product components and APIs

- *Regression Testing*: Tests areas of the product that were not directly changed to verify that changes in one part of the software did not affect another part of the software

- *Acceptance Testing*: Verifies that software meets initial story requirements

- *Installation Testing*: Tests the installation program and validates the installation instructions with multiple installation paths and configurations

- *Automated User Interface (UI) Testing*: Identifies defects using test tools

- *Performance/Stress Testing*: Runs and measures application performance using AppDynamics

- *Sprint Testing*: Tests the planned development backlog; takes place after the development cycle is completed

By honing our focus on pre-release testing, Tyler continuously improves the quality of the software we deliver to our clients.

3. Is the mitigation of known vulnerabilities factored into your/the Supplier's product design (through product architecture, run-time protection techniques, code review)?

Tyler releases two major application updates per year then services packs and patches in between. The expectation is that our clients will apply one major application update per year. This is a process that is managed and installed by Tyler staff. It will first be applied to the test/train environment for the client's end users to validate the update as well as train end users on new functionality. Then the update will be applied to the production environment. The patches are designed to correct critical software issues or remediate vulnerability or security defects. The patches are applied as necessary. Depending on the severity of the vulnerability, the patch may be applied during the monthly scheduled maintenance window or applied during an emergency maintenance window.

4. How do you/the Supplier stay current on emerging vulnerabilities?

Tyler routinely scans its environment to identify vulnerabilities and then acts in a risk-informed fashion. Its information security team maintains awareness of zero-day and other emerging threats to help assure the security of the hosted solution environment.

Further information regarding Tyler's process for penetration testing and vulnerability scanning can be found in our most recent Type 2 Service Organization Controls No. 2 (SOC 2) report.

5. What are your/Supplier's capabilities to address new "zero day" vulnerabilities?

Tyler routinely scans its environment to identify vulnerabilities and then acts in a risk-informed fashion. Its information security team maintains awareness of zero-day and other emerging threats to help assure the security of the hosted solution environment.

Further information regarding Tyler's process for penetration testing and vulnerability scanning can be found in our most recent Type 2 Service Organization Controls No. 2 (SOC 2) report.

6. What malicious code protection and detection are performed by you/the Supplier?

We adopt a security-by-design approach to ensure robust protection throughout our development and deployment processes. Initially, threat modeling tools are utilized to understand and mitigate risks associated with our code and infrastructure. For code management, we conduct scanning analysis on every code line required for a merge, focusing on medium, high, and critical risk levels. Dynamic scanning and penetration testing are carried out on web-based applications, ensuring that medium, high, and critical risk issues are addressed before deployment to production. Change control boards oversee Infrastructure as

Code (IaC) changes, and we use tools that scan IaC configurations to suggest best practices for security and operations. In production, we implement a Web Application Firewall (WAF) for all edge ingress points, CrowdStrike for anomaly detection, and AWS Shield for DDoS protection.

7. Do you have a process or program through which you notify your customers of vulnerabilities and/or material defects and remediation of those items in the software supplied by you to them throughout the lifecycle of the software, to include any vulnerabilities identified and unresolved prior to deployment of product(s) in the customer's environment?

We designate a single technical point of contact (POC) who can handle security-related issues or other escalations for each client. We also provide a dedicated company support email address and phone number. Any identified security issues will be communicated to the city within 30 calendar days of identification. This communication is strictly for technical security issues and does not include non-technical, contract-related matters.

8. Do you notify the customer of any vulnerabilities in your software in a timely manner that does not increase threat vectors (e.g., security patch is available or vulnerability is publicly known or imminent to be released publicly)?

Yes.

9. Do you have secure system hardening guidelines and procedures for software provided by you to the City?

We have secure system hardening guidelines and procedures for the software and deployment. Application Security is done at an agency level and is detailed down to the window, tab, screen or form level. Security for each agency is over Add, Delete, Modify, Inquiry and Printing. Agencies can also configure and enforce review-level processing above and beyond the application security. Each document and file attachment can be secured. Special permissions for officer and juvenile access also exist. For State/NCIC, the system also uses workstation and transaction (request format) security. All State/NCIC and Mobile clients must be defined as part of configuration and setup. If a workstation is not listed in the appropriate maintenance option, the user will not be able to access State/NCIC or Mobile features even though they have the appropriate application permissions. Security and permissions are controlled on a component-by-component basis and are specific to each user. Security templates can be set up for groups of users to support different roles within the agency. Each user has a default ORI and security rights are checked first against that and then against any additional necessary ORIs.

10. Do you have software testing processes (dynamic or static) that are established and followed?

Yes. We ensure continuous monitoring and improvement of our security posture through a comprehensive approach that includes Dynamic Application Security Testing (DAST), Static Application Security Testing (SAST), and annual Red Team penetration testing. Automated processes for DAST and SAST are conducted daily, with established thresholds to alert teams to address vulnerabilities in both our code and infrastructure. This approach helps maintain a proactive stance on security and promptly identifies and mitigates potential issues.

11. Do you have a documented software development life cycle?

We implement a standardized Secure Development Lifecycle (SDL) to ensure security and quality throughout the development and modification of system interfaces, software, and scripts. Our SDL is aligned with industry-recognized frameworks such as OWASP SAMM and Microsoft SDL and incorporates secure coding practices based on OWASP guidelines. Key practices include static and dynamic application security testing, vulnerability analysis, and a formal change management process. Secure development

environments are maintained with strict governance over data, personnel, and processes, and applications are classified by criticality and data sensitivity to guide security measures. Continuous improvement is achieved through metrics-driven reviews, security training, and a focus on evolving risk management to address emerging threats. This approach reflects our commitment to delivering secure, high-quality solutions that meet our clients' needs.

## 12. Are all code artifacts run through automated validation of production-readiness?

We conduct rigorous input validation testing to prevent common vulnerabilities, including command injection, SQL injection, directory traversal, and remote file inclusion. For Cross-Site Scripting (XSS) and buffer overflow, while some mitigation is present in the code, we recommend addressing them at the infrastructure level. This approach simplifies and scales defense management, ensuring more effective management and protection across the network.

# Data Protection (DP)

*This section is used to gather information on how your hardware protects City data at rest and in transit.*

1. What steps are taken by you to "tamper proof" your product(s)? Does your product have any undocumented access methods (i.e. "backdoors")?

The system does not offer, include, or allow any hidden backdoor access or accounts. We enforce least privilege access, ensuring that individuals have only the server/environment permissions necessary for their roles. Multi-factor authentication (MFA) is required to enhance security during AWS console login. Additionally, we maintain detailed audit trails to monitor who is accessing the environment and track changes made within it. These measures help us manage and mitigate potential risks associated with insider threats.

2. What access controls, both cyber security and physical security do you/the Supplier have in place?

   • How are they documented and audited?

   Tyler engages multiple third-party experts to perform both external and internal penetration tests of our networks and systems on, at least, an annual basis and all findings are mitigated in a timely manner. The results of these tests are considered confidential and are not shared with external parties. Tyler does not allow audits, inspections or penetration testing to be performed by clients as it could impact the confidentiality, integrity and/or availability in our environment.

   • How do they protect and store customer data?

   ### Deployment Security
   Tyler maintains formal security policies and procedures that comply with applicable statutory and industry practice requirements/standards, which include an Incident Response procedure. We maintain records demonstrating our compliance with these formal security policies and procedures but do not allow client audits of the same. Tyler follows security best practices dictated and defined by the following three assurance audits: Sarbanes-Oxley Act Section 404 (SOX-404) Financial and IT General Controls, Payment Card Industry (PCI) Security Council Payment Application Data Security Standard (PA-DSS)/PCI Data Security Standard (PCI-DSS), and the American Institute of Certified Public Accountants (AICPA) Statement on Standards for Attestation Engagements no. 18 (SSAE-18) Service Organization Control (SOC) 1 and SOC 2 Assurance Audits. Our Security Policy is based on the full National Institute of Standards and Technology (NIST) Cybersecurity Framework and is reviewed during each audit. Following execution of a non-disclosure agreement (NDA), we will provide the Hosting Operations SOC 1 and SOC 2 Reports that will demonstrate compliance. Additional information concerning Tyler's commitment to providing online security and maintaining

compliance with industry and regulatory standards can be found at
https://www.tylertech.com/about-us/compliance.

The AWS GovCloud adheres to International Traffic in Arms Regulations (ITAR), Federal Risk and Authorization Management Program (FedRAMP) and Department of Defense (DoD) Security Requirements Guide (SRG) Impact level 2, 4 and 5 compliance standards. AWS is responsible for protecting the infrastructure that runs all the services offered in the AWS Cloud. This infrastructure is composed of the hardware, software, networking and facilities that run AWS Cloud services. Additional information relating to how AWS is committed to helping partners and customers achieve CJIS compliance can be found at
https://aws.amazon.com/compliance/cjis/.

As part of the shared responsibility model, during the network deployment process the VPN connection will be established and firewall rules added to the client's on-premises firewall. Since access to the dedicated VPC is managed through the VPN and firewalls, the source and destination IP(s) will be locked down and configured as part of the hosted managed services systems assurance deployment process. The deployment will also leverage traffic management tools including network hardening, using network access controls list and security groups. During this time, the engineer will provide specific port requirements and ensure that the secure tunnel has been established.

### Connection to AWS

The Tyler Cloud hosted deployment is not publicly accessible on the internet; therefore, client workstations in the on-premises datacenter or in the field are not able to directly access the server deployment in the AWS GovCloud. To facilitate the connection from the on-premises location(s) to AWS, a VPN connection will be established (see Figure 1). Each physical location requiring access to the system will require an appliance unless the locations are networked together via fiber links, point-to-point VPN or all traffic is routed to a central location. The VPN appliances will be provisioned in a bundle to provide redundancy, fault-tolerance and eliminate a single point of failure. The VPN bundle will also support multiple internet service provider (ISP) connections. It is required that the on-premises facilities have a redundant business class internet service provider. The site-to-site VPN connection will support a maximum throughput of 1.25Gbps.
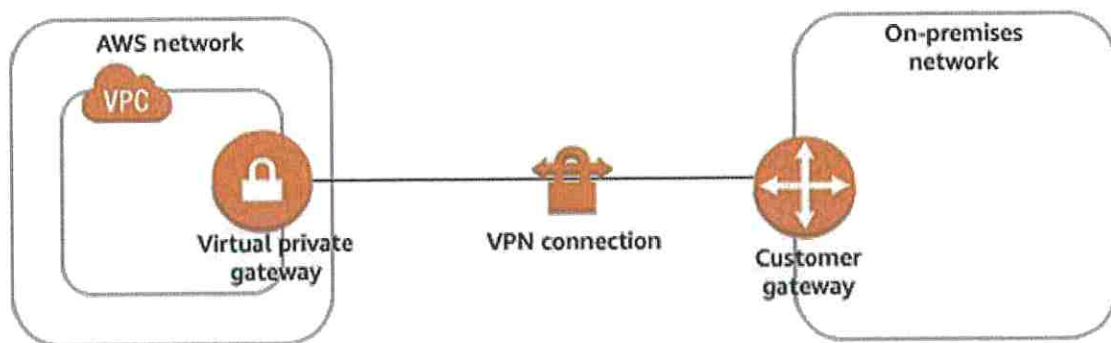


*Figure 1*

Other connection options exist that include an AWS direct connection which provides a highly resilient, fault-tolerant direct connection would leverage two direct-connect locations and/or multiple internet service providers to provide maximum resilience for critical workloads (see Figure 2). A direct connection is made through an ethernet port dedicated to a single customer and will connect directly to the VPC deployed in the selected AWS Region and Availability Zone. The recommendation is for customers to have the most robust and

redundant network configuration possible that would include a redundant direct connect to AWS, a backup fiber internet service provider, as well as terrestrial satellite and cellular networks. Consultation can be provided to assist in architecting the solution with the right tooling and equipment to ensure redundancies are in place.
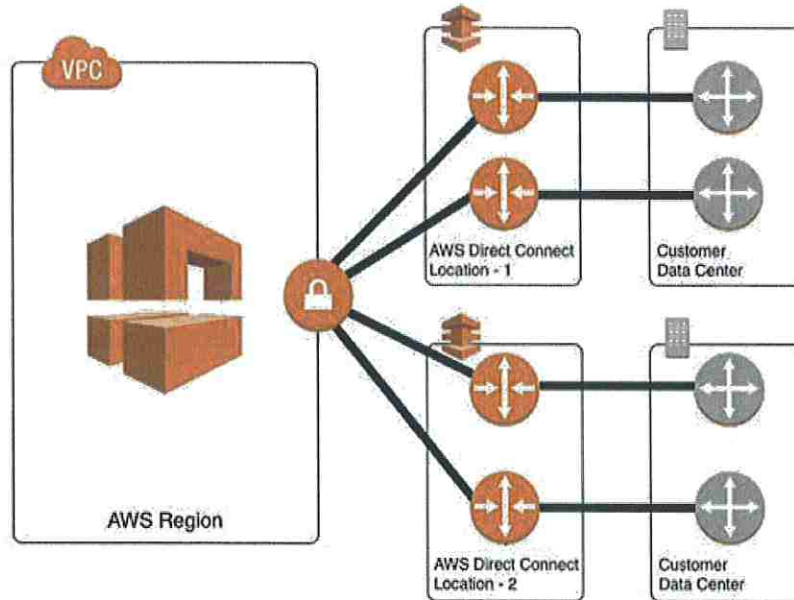


*Figure 2*

- ## How is the data encrypted?

### Encryption at Rest
The use of AWS KMS Customer Managed Master Keys is part of Tyler's tool set to keep its AWS GovCloud environment's system secure. AWS KMS is a managed service that is leveraged to create and control the encryption keys used to encrypt data. Each customer's environment uses AWS KMS encryption with Encryption Keys specific to that customer randomly generated by Tyler during the server deployment process and Tyler will retain the master encryption key. All data at rest will be encrypted with this method, which is in accordance with CJIS security policy and meets the FIPS 197 AES 256 symmetric encryption requirement.

### Encryption in Transit
A secure VPN connection will be established using a FIPS 140-2 validated Cisco Adaptive Security Appliance (ASA) that will be installed on-premises, operated in FIPS mode and used to create the secure connection between the on-premises datacenter and the AWS GovCloud. All data in transit will be encrypted using SSL certificates that are rotated at a minimum on a yearly basis. A FIPS 140-2 Cisco ASA device will be used to encrypt traffic through a VPN tunnel between the customer's onsite network and the public safety deployment residing in the AWS GovCloud. The AWS KMS uses FIPS 140-2 validated hardware security modules (HSM) and ensures that no one can gain access to the plaintext keys.

- ## How long is the data retained?
AWS Elastic Block Storage (EBS) allows data to be retained indefinitely.

- ## How is the data destroyed when the partnership is dissolved?

The client owns their data, and data is returned to them. Tyler's policy is to return our client's data within 30 days following the client's written request in a mutually agreed upon file format. Typically, this is in a customer-supplied AWS S3 bucket where we will put database backups and file storage which consists of all unique data. After returning the data, we will also agree to destroy it

incompliance with NIST 800-88.

3. Do you require new employees to fill out agreements and review information security policies?

   Yes, and all employees are required to take annual security training.

4. Have your approved and authorized distribution channels been clearly documented? For example:
   - Use of trusted/controlled distribution and delivery options to reduce supply chain risk (e.g., requiring tamper-evident packaging of software during shipping.)
   - Use of a secure central software repository after the identity of the software source and the integrity of the software have been validated, so that verifications do not need to be performed repeatedly before each installation.

   All software will be delivered electronically via a secure transport method called Tyler's Installation Management Solution (IMS). IMS is a cloud-based software distribution system that will assist with the download and implementation of the Tyler software throughout the environment, including test, train and production servers. IMS will also allow the Tyler and the city to schedule upgrades to occur during off hours without the need for administrative interaction.

   IMS is managed through the IMS Console, a front-end application that allows users to dictate the execution of an upgrade to a target system; the configuration of this console applies the appropriate updates to the required servers. Through the configuration profile, the IMS Console can identify whether an updated release of software is available for download, download the software and apply it to the target system without the need for administrators to execute software updates on individual servers. IMS does not eliminate planned downtime as servers will need to be offline during software deployments and database updates, but automation of administrative activities reduces overall downtime and eliminates significant administrative interaction during the upgrade process.

## Cyber Security Incident Response (CSIR)
*This section is used to gather information on how your organization would responded to a cybersecurity incident that may impact the City.*

1. Do you/the Supplier have and maintain a documented cyber security incident response plan?

   Tyler's incident response plan, based on the NIST 800-53 Framework, defines a measured, repeatable process for determining, handling, and recording when an incident occurs. Tyler Technologies' handling of incidents, including notification to clients, conforms to applicable state and federal law. Further information regarding Tyler's IRP can be found in our most recent Type 2 Service Organization Controls No. 2 (SOC 2) report found here: https://www.tylertech.com/about-us/security-compliance/soc-compliance.

   Tyler regularly monitors the networks, systems, environments, and applications within its control. As part of that monitoring, if Tyler identifies a potential security incident, Tyler follows established policies and procedures to contain, respond to and mitigate such incidents. Tyler's standard practice is to treat the details of any such incident as confidential, given that releasing those details to the public itself creates a security risk, and/or because those details may include a client's confidential information.

2. Do you/the Supplier review and update your cyber security incident response plan at least annually? If not reviewed annually, please provide

   - the frequency
   - the date of last assessment.

Yes, no less than annually. The last assessment was completed in May 2025.

3.  Does your/the Supplier's cyber security incident response plan contain clear roles and responsibilities which includes coordination of responses to your customer(s)?

    To effectively protect Tyler's business and the client data in our care, a Security Incident Response Procedure is in place, defines employee responsibilities, and is available to all employees. Tyler's incident response plan, based on the NIST 800-53 Framework, defines a measured, repeatable process for determining, handling, and recording when an incident occurs. Tyler Technologies' handling of incidents, including notification to clients, conforms to applicable state and federal law.

4.  Does your/the Supplier's cyber security incident response plan contain requirements to notify entities that purchased impacted products or services within 24 hours of initiation of your incident response plan?

    Yes, notification of a confirmed security incident will occur within seventy-two (72) hours of its occurrence.

5.  Does your/the Supplier's cyber security incident response plan contain steps to identify, contain, eradicate, recover?

    The design, implementation, and maintenance of the IRP are the responsibility of Tyler's Information Security Office. The IRP establishes procedures for responding to and reporting of security incidents. The incident response plans actions are preparation, detection, containment, eradication, remediate and recovery. A Post Incident Review is conducted once a threat has been successfully eliminated.

6.  Do you/the Supplier have a process to notify the City of any supplier-identified cyber or physical security incidents related to your/Supplier's products or services that could pose risk to the City.

    Yes

7.  In instances where the incident has the potential to affect the City's data and/or operations, notification is provided to the City within 2 hours of identification. If not within 2 hours, provide number of hours before notification?

    Yes, notification of a confirmed security incident will occur within seventy-two (72) hours of its occurrence.

## Mobile Devices and Applications (MDA)
*This section is used to gather information on how your software works with mobile devices.*

1. Is a mobile application(s) part of the solution being provided to the customer?

    Yes.

2. Is the application available from a trusted source (e.g., iTunes App Store, Google Play Store, BB World)?

    Yes.

3. Does the application store, process, or transmit critical data, including operational information, personally identifiable information (PII)

Yes, CJIS data.

4. Will any sensitive data be stored on the mobile device or in device system logs?

No.

5. Are mobile devices that have been jailbroken allowed to be utilized?

No, and per CJIS policy, the mobile devices must be controlled by a city managed MDM.

6. Is data encrypted in transport?

### Encryption in Transit
A secure VPN connection will be established using a FIPS 140-2 validated Cisco Adaptive Security Appliance (ASA) that will be installed on-premises, operated in FIPS mode and used to create the secure connection between the on-premises datacenter and the AWS GovCloud. All data in transit will be encrypted using SSL certificates that are rotated at a minimum on a yearly basis. A FIPS 140-2 Cisco ASA device will be used to encrypt traffic through a VPN tunnel between the customer's onsite network and the public safety deployment residing in the AWS GovCloud. The AWS KMS uses FIPS 140-2 validated hardware security modules (HSM) and ensures that no one can gain access to the plaintext keys.

7. Is data encrypted in storage?

### Encryption at Rest
The use of AWS KMS Customer Managed Master Keys is part of Tyler's tool set to keep its AWS GovCloud environment's system secure. AWS KMS is a managed service that is leveraged to create and control the encryption keys used to encrypt data. Each customer's environment uses AWS KMS encryption with Encryption Keys specific to that customer randomly generated by Tyler during the server deployment process and Tyler will retain the master encryption key. All data at rest will be encrypted with this method, which is in accordance with CJIS security policy and meets the FIPS 197 AES 256 symmetric encryption requirement.

8. Has the application been tested for vulnerabilities?

Yes

9. Do you use any open source code or freeware/shareware in the subject mobile application?

No

10. Does the hardware make use of mobile and/or GPS enabled mobile devices for access to data and functionality?

Yes

## End Questionnaire
Please submit the completed questionnaire with your RFP packet or return to the Information Owner or Information System Owner that requested completion of the questionnaire.

# Revisions

| Reviewer: | Marcus Perkins | Review Date: | 9/7/2021 | Version: | 1 |
|---|---|---|---|---|---|
| Original release | | | | | |
| Reviewer: | Marcus Perkins | Review Date: | 12/15/2021 | Version: | 1.1 |
| Added Instructions Requester, Instructions Respondent, General Information sections, and updated Typographical Convention | | | | | |
| Reviewer: | Marcus Perkins | Review Date: | 2/4/2021 | Version: | 1.2 |
| Updates and revision made to align with professional services questionnaire. | | | | | |
| Reviewer: | | Review Date: | | Version: | |
| | | | | | |
| Reviewer: | | Review Date: | | Version: | |
| | | | | | |

IT-ADM-010

| DCI: | IT-ADM-014 | Title: | Professional Services Cybersecurity Supply Chain Risk Management Questionnaire | Status: | Approved |
|---|---|---|---|---|---|
| **Working File Path:** | | | K:\_RECORDS\GS 047 Policy and Procedure Files (varies)\Procedures (until superseded)\SOP – Administration\redlines\IT-ADM-014 | | |
| **Permanent File Path:** | | | K:\_RECORDS\GS 047 Policy and Procedure Files (varies)\Procedures (until superseded)\SOP – Administration\IT-ADM-014 | | |
| **Author:** | Marcus Perkins | **Created Date:** | 2/3/2021 | **Supersedes:** | New |
| **Approver:** | Mark Neckerman | **Approval Date:** | 2/7/2021 | **Effective Date:** | 2/7/2021 |
| **Reviewer:** | Reviewer Full Name | **Review Date:** | Reviewed | **Version:** | 1.0 |

| | |
|---|---|
| **Purpose** | The responses to this questionnaire should be included in the cybersecurity risk assessment conducted by Information Technology SME's when evaluating professional services purchased to support ICT or for contracted IT services provided by the City to its residents or employees. |
| **Scope** | The contents of this SOP should be attached to any RFP submitted by the City for procurement of professional services supporting City ICT or for contracted IT services provided by the City to its residents or employees.<br>In the absence of an RFP, this SOP should be submitted by the Information Owner or Information System Owner to potential vendors for procurement of professional services supporting City ICT or for contracted IT services provided by the City to its residents or employees. |
| **Responsibilities** | IT SME(s) - Evaluate responses to this questionnaire to assess cybersecurity risk for the procurement of professional services from responding vendors/suppliers. Recommend updates to this questionnaire.<br>IT Director – Approves updates and revisions to the questions in this SOP as necessary.<br>IT Managers/Supervisors – Request the vendors/suppliers complete the questionnaire prior to purchasing professional services<br>Purchasing – Attach the questions in this SOP as an attachment to any ICT RFP released for public bidding.<br>Information System Owner or Information Owners – may submit this questionnaire to potential vendors/suppliers that may provide professional services to the City. |
| **Training Protocol** | Training should occur as necessary |
| **Review and Test** | The questions in this SOP should be reviewed as necessary based on the cybersecurity threat landscape. |
| **Requirements** | None |
| **Definitions**<br>**NIST 800-88 defined term | BES – Bulk Electric System<br>CEII - Critical Energy/Electric Infrastructure Information<br>ICT – Information and Communications Technology<br>Information System Owner** – City of Columbia IT Managers own the Cyber Assets that may contain BCSI\CEII media or be used in or to support CWLD Medium Impact BES Cyber Systems.<br>Information Owner** – CWLD owns BCSI\CEII stored on media contained in Cyber Assets associated with CLWD Medium Impact BES assets and Medium Impact BES Cyber Systems.<br>IT – Information Technology<br>RFP – Request for Proposal<br>SME – Subject Matter Experts<br>SOP – Standard Operating Procedure |
| **External References** | This questionnaire was developed by City staff using the following references:<br>CISA – ICT Supply Chain Risk Management Toolkit<br>NATF – Supply Chain Security Criteria<br>NATF – Energy Sector Supply Chain Risk Questionnaire |
| **Associated Artifacts** | None |
| **Associated Documents** | None |
| **Typographical Convention** | Highlighted – Areas to be updated by purchasing when creating an RFP<br>Highlighted – Areas to be updated by requester. |

# Questionnaire

## Method of Performance

Offeror must respond to the following requests.

1. In order for the City of Columbia, MO to identify and assess cybersecurity risk from each Offeror's products and services, the City is requiring Offerror's completion of the "Cybersecurity - Supply Chain Risk Management Questionnaire" provided in Attachment ##.

2. Offeror shall state their compliance with Executive Order 13873 of May 15, 2019 Securing the Information and Communications Technology and Services Supply Chain. https://www.federalregister.gov/documents/2019/05/17/2019-10538/securing-the-information-and-communications-technology-and-services-supply-chain

3. To the extent offeror is a channel partner of products for a separate manufacturer or developer, offeror must supply the documentation requested in Attachment ## to the extent that documentation is available.

## Instructions Requester

Requester should provide respondent with the following information for questions, support, or additional information related to the questionnaire.

Requester Name:
Requester Title:
Requester email:
Requester phone number:       (573)

## Instructions Respondent

- A supplier is a business or person that provides services to the City.

- A vendor is a business or person that sells services on behalf of another business or person that provides services to the City.

- Please provide a response to each question 'Yes', 'No', or 'Unknown' as relevant to the offering.

- If the question does not apply to your organization, please answer 'N/A' and provide a supporting statement of applicability if not relevant to the offering in consideration.

- Please attach supporting documents to the completed questionnaire. You may provide links when submitting if documentation is available online and accessible.

- City is this document refers to the City of Columbia, MO

- Information and Communications Technology (ICT) in this document refers to all devices, networking components, applications and systems that combined form a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

- The City may request additional supporting documentation, at its discretion, after receipt of this questionnaire.

- Responded should answer all questions until they reach the end of the questioner as designated by the **End of Questionnaire** heading.

- Industry terminology used is this questionnaire:

  o BES – Bulk Electric System
  o CEII – Critical Energy/Electric Infrastructure Information
  o ICT – Information and Communications Technology

# Attachment <mark>##</mark> – Cybersecurity – Professional Services Supply Chain Risk Management Questionnaire

## General Information (GI)
*This section is used to gather information about the business the City will be purchasing services from.*

1. Are you a supplier or vendor? (Will you be providing services to the City "supplier" or selling services to the City on behalf of another business "vendor"?)

   Tyler is a supplier.

2. Your Organization Name:

   Tyler Technologies, Inc.

3. Your Organization Website URL(s):

   www.tylertech.com

4. Do you have a third-party certification or outside attestation relevant to cybersecurity supply chain risk management? (ISO 9001, ISO 27001, SOC2, SOC3, etc.) Please provide a copy of the certification or attestation.

   Tyler maintains formal security policies and procedures that comply with applicable statutory and industry practice requirements/standards, which include an Incident Response procedure. We maintain records demonstrating our compliance with the foregoing but do not allow client audits of the same. Tyler follows security best practices dictated and defined by the following three assurance audits: Sarbanes-Oxley Act Section 404 (SOX-404) Financial and IT General Controls, Payment Card Industry (PCI) Security Council Payment Application Data Security Standard (PA-DSS)/PCI Data Security Standard (PCI-DSS), and the American Institute of Certified Public Accountants (AICPA) Statement on Standards for Attestation Engagements no. 18 (SSAE-18) Service Organization Control (SOC) 1 and SOC 2 Assurance Audits. Our Security Policy is based on the full National Institute of Standards and Technology (NIST) Cybersecurity Framework and is reviewed during each audit. Following execution of a non-disclosure agreement (NDA), we will provide the Hosting Operations SOC 1 and SOC 2 Reports that will demonstrate compliance. Additional information concerning Tyler's commitment to providing online security and maintaining compliance with industry and regulatory standards can be found at https://www.tylertech.com/about-us/compliance.

5. Point of Contact Name:

   Jamie Lund

6. Point of Contact Title:

   Senior Account Executive

7. Point of Contact Email:

   Jamie.Lund@tylertech.com

8. Point of Contact Phone Number:

   (303) 979-7974


9. Your IRS Employer Identification Number:

   75-2309320


10. Your Annual Gross Revenue:

    $2.14B (2024)


11. Number of Employees you have:

    7,400+


12. Your Corporate Headquarters Location (Street, City, State, and Zip Code):

    5101 Tennyson Parkway

    Plano, Texas 75024


13. Additional Countries you have a presence in:

    Canada, India, Philippines


14. Number of contractors you employ in countries other than the United States (indicate if none):

    None


15. Your Subsidiaries:

    Please refer to the subsidiaries list on the following pages.

**SUBSIDIARIES OF TYLER TECHNOLOGIES, INC.**
**As of March 1, 2025**
All corporations are subsidiaries of Tyler Technologies and, if indented, subsidiaries of the company under which they are listed.

| Subsidiaries | Organized Under the Laws of: |
|---|---|
| Tyler Technologies A&T Services, LLC | Delaware |
|   Tyler Appraisal & Tax Services, ULC | Canada |
| Tyler Technologies Australia PTY LTD | Australia |
| Tyler Federal, LLC | Viginia |
| Harris Custom Programming, LLC | Georgia |
| Tyler Technologies Philippines, Inc. | Philippines |
| ARInspect, LLC | Delaware |
|   ARInspect India Pty Ltd. | India |
| Computing System Innocations, LLC | Delaware |
| MyGov, LLC | Oklahoma |
| NIC Inc. | Delaware |
|   National Online Registries, LLC | Colorado |
|   NIC Federal, LLC | Kansas |
|   NIC Services, LLC | Colorado |
|   NIC Solutions, LLC | Colorado |
|   NICUSA, LLC | Delaware |
|     Alabama Interactive, LLC | Alabama |
|     Arkansas Information Consortium, LLC | Arkansas |
|     Colorado Interactive, LLC | Colorado |
|     Connecticut Interactive, LLC | Conneticut |
|     Hawaii Information Consortium, LLC | Hawaii |
|     Idaho Information Consortium, LLC | Idaho |
|     Illinois Interactive, LLC | Illinois |
|     Indiana Interactive, LLC | Indiana |
|     Kansas Information Consortium, LLC | Kansas |
|     Kentucky Interactive, LLC | Kentucky |
|     Local Government Online Indiana, LLC | Indiana |
|     Louisiana Interactive, LLC | Louisiana |
|     Maine Information Network, LLC | Maine |
|     Maryland Interactive, LLC | Maryland |
|     Michigan Interactive, LLC | Michigan |
|     Mississippi Interactive, LLC | Missisippi |
|     Montana Interactive, LLC | Montana |
|     Nebraska Interactive, LLC | Neraska |
|     New Jersey Interactive, LLC | New Jersey |
|     New Mexico Interactive, LLC | New Mexico |
|     NIC Healthcare Solutions, LLC | Kansas |
|     NIC Iowa, LLC | Iowa |
|     NIC Licensing Solutions, LLC | Colorado |
|     Oklahoma Interactive, LLC | Oklahoma |
|     Oregon Information Consortium, LLC | Oregon |
|     Pennsylvania Interactive, LLC | Pennsylvania |
|     Rhode Island Interactive, LLC | Rhode Island |
|     South Carolina Interactive, LLC | South Carolina |
|     South Dakota Interactive, LLC | South Dakota |
|     Texas NICUSA, LLC | Texas |
|     Utah Interactive, LLC | Utah |
|       Construction Registry Services, LLC | Utah |

| | |
|---|---|
| Vermont Information Consortium, LLC | Vermont |
| Virginia Interactive, LLC | Virginia |
| West Virginia Interactive, LLC | West Virginia |
| Wisconsin Interactive Network, LLC | Wisconsin |
| Delaware Interactive, LLC | Delaware |
| Florida Interactive, LLC | Florida |
| New York Information Consortium, LLC | New York |
| North Carolina Interactive, LLC | North Carolina |
| Tennessee Information Consortium, LLC | Tennessee |
| Washington Interactive, LLC | Washington |
| Rapid Financial Solutions, LLC | Utah |
| Software Exchange, LLC | Kansas |
| Tsunami Surf Riders, LLC | Kansas |
| US eDirect LLC | Delaware |
| US eDirect Australia PTY LTD | Australia |

The names of certain subsidiaries are omitted, as such subsidiaries in the aggregate would not constitute a significant subsidiary.

16. Your Parent(s) Organization:

None

17. Your Parent(s) Subsidiaries and Divisions:

None

18. Have you previously provided supply chain risk management information to the City?

No

## General Information Suppliers (GI)

*This section is used to gather information about the business that you may be selling services on behalf of to the City. The City authorizes vendors to share this section with suppliers to collect information. Please mark each questions as N/A if you are not selling services on behalf of another business.*

1. Supplier Name: N/A

2. Supplier Website URL(s): N/A

3. Does the suppler have a third-party certification or outside attestation relevant to cybersecurity supply chain risk management? (ISO 9001, ISO 27001, SOC2, SOC3, etc.) Please provide a copy of the certification or attestation. N/A

4. Point of Contact Name: N/A

5. Point of Contact Title: N/A

6. Point of Contact Email: N/A

7. Point of Contact Phone Number: N/A

8. IRS Employer Identification Number: N/A

9. Annual Gross Revenue: N/A

10. Number of Employees: N/A

11. Supplier Corporate Headquarters Location (Street, City, State, and Zip Code): N/A

12. Additional Countries with Supplier Presence: N/A

13. Number of contractors the organization employs in countries other than the United States (indicate if none): N/A

14. Supplier Subsidiaries: N/A

15. Supplier Parent(s): N/A

16. Supplier Parent(s) Subsidiaries and Divisions: N/A

17. Have you previously provided supply chain risk management information to the City of Columbia, MO? N/A

## Company Overview (CO)

*This section is used to gather information about your company and their footprint in the sector.*

1. Do you have a process in place to notify customers of any mergers and acquisitions as soon as legally permissible?

   Tyler is an extremely experienced acquirer, having completed over 40 acquisitions over the past 20 years. As a publicly traded company, Tyler notifies relevant authorities about acquisitions once it is legally permissible to do so and in accordance with applicable laws. Tyler often publishes a press release after announcing an acquisition. Those press releases can be found here: https://investors.tylertech.com/news/default.aspx.

2. Describe your organization's business background and ownership structure, including all parent and subsidiary relationships.

   Tyler is a publicly-traded corporation. Founded in 1966, Tyler has been focused on serving the needs of the public sector since 1997. Tyler is not a parent; please refer to the list of subsidiaries provided earlier in this document.

3. Describe any other subsidiaries or divisions of identified parent organizations.

   Not applicable.

4. Describe how long your organization has conducted business in this product area.

   Tyler has provided public safety software solutions since 1984.

5. Provide any countries other than the United States in which you operate (has an office, sells product, or conducts any business) (indicate if none) and describe activities conducted in each.

   Tyler has sales offices in Canada, India, and the Philippines. However, all of Tyler's development is done in the United States. Tyler hosts our public safety applications in the AWS GovCloud and both AWS GovCloud regions are operated on U.S. soil, are managed by AWS employees who are U.S. citizens, and data will not leave the United States.

6. Provide any countries other than the United States in which your service (data collection aggregation and distribution) is manufactured or developed (indicate if none) and describe activities conducted in each.

   N/A – Tyler's software is developed in the United States.

7. Provide any countries other than the United States in which your service is assembled (indicate if none) and describe activities conducted in each.

   N/A

8. Do you have existing state or local government customers?

Yes. All of Tyler's clients are in the public sector.

9. Have you had a breach affecting your customers in the last 5 years? Please provide information about response, including initiation of your incident response plan.

Tyler regularly monitors the networks, systems, environments and applications within its control. As part of that monitoring, if and when Tyler identifies a potential security incident, Tyler follows established policies and procedures to contain, respond to and mitigate such incidents. Tyler's standard practice is to treat the details of any such incident as confidential, given that releasing those details to the public itself creates a security risk, and/or because those details may include a client's confidential information. In response to this question, however, we are providing a summary of incidents that resulted in us providing notification letters consistent with applicable state law.

In the past five years, Tyler has provided notification letters consistent with applicable state law primarily in the context of inadvertent disclosures by Tyler. Those inadvertent disclosures included an instance during which a Tyler employee accidentally emailed a file containing personally identifiable information (PII), albeit to a verified recipient with a relationship to Tyler; an instance during which usernames and passwords for the tylertech.com website were inadvertently made searchable on the tylertech.com website during a website upgrade; and an instance during which release notes were made available with a screenshot that inadvertently reflected a limited set of PII. In each of those instances, the inadvertent disclosure was immediately identified and recalled, and instructions were provided to the recipients about deletion. Tyler also investigated for any evidence of compromise or exploit of the inadvertently disclosed information, and in each case found none. Regardless, out of an abundance of caution, Tyler did provide the notification letters described above. Tyler also reissued internal training and related reminders to Tyler employees regarding the appropriate treatment of Tyler confidential information. In addition, there were two instances where a Tyler employee did not follow Tyler policies and procedures regarding internal support protocols that resulted in the potential for inadvertent disclosure of confidential information. In both of those instances, the incidents were again immediately contained and remediated, and Tyler again discovered no evidence of a compromise indicating a risk of harm to the potentially impacted individuals. Tyler took appropriate action with relevant Tyler employees and issued notification letters out of an abundance of caution.

For completeness, we are also confirming that Tyler experienced a security incident that received media attention and that was addressed on our corporate website and in communications with our client community. We discovered that incident on September 23, 2020, and subsequently confirmed that it involved ransomware. We immediately launched a multi-layered investigation in cooperation with third-party experts and law enforcement. We determined that the incident was directed at our internal corporate network, and not our separate and segregated hosting environments or our Microsoft O365 environment. Additional details are available at https://www.tylertech.com/security-incident.

10. Do you have dedicated teams for different development and customer assistance functions (e.g., customer support, implementation, product management, etc.)?

Yes. The Public Safety Division (over 600 employees) has teams for development, support, and implementation. A breakdown of the implementation team is shown on the organization chart below:

**Professional Services Manager**
- Maintains resource scheduling
- Attends periodic project status meetings with Client
- Reviews project status with Tyler Project Manager to ensure successful implementation

**Tyler Project Manager**
- Coordinates availability of Tyler resources
- Tyler resource management
- First point of contact for contract issues
- Issue resolutions (first stop – joint with the Client)
- Tyler senior management communications
- Change order process (joint with the Client)
- Project Status reports
- Overall project coordination
- Review Master File Build

**Training Team**
- Curriculum development
- Deliver training
- Competency evaluation
- End user documentation

**Conversion Team**
- Data mapping
- Specification development
- Programming
- Testing
- Data load

**Interface Team**
- Deliver interfaces
- Work with third parties
- Test interfaces
- Train System Administrator on interfaces

**Systems Assurance Team**
- DBMS setup
- Hardware and operating system implementation
- Network management
- Testing (technical)
- Operational documentation
- Performance management
- Change management (technical)
- Implementation setup and assurance

**Go-Live Team**
- Go live
- Stabilization
- Operational turnover

## General Information Services (GI)

*This section is used to gather information about the services that City will be procuring.*

1. Product/Service Name:

   Enterprise Public Safety – Law Enforcement Records Management, Report Writing, Public Safety Analytics, Enforcement Mobile applications.

2. Product/Service Description:

### Enterprise Law Enforcement Records

Tyler's Law Enforcement Records gives law enforcement agencies of every size and level of complexity cutting-edge functionality as well as the efficiency, reliability, flexibility, and ease of use needed to help first responders, supervisors and command staff work proactively and make better decisions. The application combines one of the most comprehensive databases in the industry with a nimble search engine similar to that used by Facebook, Amazon, and eBay. Departments can capture, process, analyze and act on information about cases, incidents, persons, buildings and businesses, vehicles, property, citations, crash reports, and more, using agency-defined data fields that allow individual departments to track and follow-up on the issues most important to them. Built with a scalable architecture to manage the needs of small, individual departments right up through larger, more complex agencies and multi-jurisdictional consortiums, the application supports future expansion and provides robust security and authentication tools to ensure the integrity of each agency's information. Best of all, Law Enforcement Records is integrated with the rest of Tyler's public safety software suite, so information entered once into any module is shared throughout the system and immediately available to all users with proper permissions.

### Enterprise Report Writing

Report Writing is a cloud-native application that is used to view, create, edit, and submit reports while working in the field. By using cloud technology, this application provides the user with the ability to work from

anywhere, using phones, tablets, laptops, desktops, etc. – both online and offline. Report Writing offers the following agency report types: Arrest Reports, Case Reports, Field Interviews, and Incident Reports.

## Public Safety Analytics

Tyler's Public Safety Analytics is a map-centric tool that provides a comprehensive picture of crime, accidents, tickets, law enforcement and fire incidents and CFS by displaying data in an easy-to-use interface for quick trend analysis. Used by public safety personnel from patrol officers to crime analysts to command staff, Public Safety Analytics pulls data quickly and efficiently to create a variety of maps that can be broken down by beats, neighborhoods, school zones, districts, quadrants or regions. Automatic data breakdowns highlight information by time of day, day of week, date, category, offense, narrative and numerous other filters to indicate where incidents and trends are occurring. Interactive comparative statistics include geo-analytics and percent-change capabilities, comparing available data to prior weeks, months or even years. Users can also create detailed and specific geo-tactics in any shape or size for automatic and instantaneous analysis of specific crime types and timing within that area, allowing for up-to-the-minute review of mission-critical activities and better tactical decision-making.

## Enforcement Mobile

In the world of electronic ticketing, accurate data collection and processing allow officers and court personnel to enforce the law safely, efficiently, and effectively. To do this, law enforcement officers and court personnel need a robust solution capable of capturing data for issuing and processing citations, crash reports, and more — and that is what Tyler's Enforcement Mobile Solution does.

Tyler's Enforcement Mobile provides a device-independent solution that can be used on handheld, laptop, tablet, and cellular device with a Windows, Android, or iOS operating system. It is an end to end, complete solution that covers the full gamut—from data capture to processing to transmittal straight into most systems. Enforcement Mobile works for most public safety mobile applications including eCitation, Parking, Crash, Code Enforcement, and much more.

3. Geolocation of Data Centers or Facility in which City data will be stored:

Tyler hosts our public safety applications and city data in the AWS GovCloud, more specifically the GovCloud west region.

**Workforce Management (WFM):**
*This section is used to gather information about how your organization manages its employees.*

1. Do you have a process for onboarding personnel?

Yes, Tyler employees all go through an onboarding process.

2. Do you perform background screenings or multi-state background checks, including seven-year criminal background checks, that includes current residence, regardless of duration and other locations where, during the seven years immediately prior to the date of the criminal history records check, the subject has resided for six consecutive months or more, on all personnel, including employees, contractors, and subcontractors, prior to their first day of work?

Upon hire, Tyler performs criminal background checks on all employees, and all contractors with access to Tyler or client systems, at their current place of domicile.

3. Do you perform reoccurring background screenings or multi-state background checks, including seven-year criminal background checks, that includes current residence, regardless of duration and other locations where, during the seven years immediately prior to the date of the criminal history

records check, the subject has resided for six consecutive months or more, on all personnel, including employees, contractors, and subcontractors, prior to their first day of work? What is the frequency of reoccurring background screenings?

Tyler repeats criminal background checks employees, and contractors with access to Tyler or client systems, when required for CJIS compliance or upon reasonable suspicion that criminal activity has occurred. Tyler's policies mandate employees to self-report criminal conduct, and failure to do so results in discipline up to and including termination.

4. Do you have processes to document reasons that a seven year criminal history records check could not be conducted?

Tyler is unaware of any instance where the record check could not be conducted for new hires.

5. Do you have criteria to evaluate a criminal history records checks? Would you provide the criteria to the City of Columbia, MO upon written request?

Tyler does not have published criteria for background checks. Tyler evaluates several factors to make informed hiring decisions, including but not limited to the nature and gravity of the offense, the time elapsed since the offense the specific job duties, and the applicant's ability to demonstrate rehabilitation. Crimes of violence and crimes of dishonesty will disqualify a candidate.

6. Are employees trained in the criteria used to evaluate a criminal history records check and requited to notify their supervisor or manager should they have an event occur that is in scope of that criteria?

All criminal background checks are evaluated by management.

7. Do you have a process by which you determine whether any employee, contractor, or subcontractor appears on any list of prohibited persons maintained by any government authority ("Prohibited Lists"), including but not limited to the list of "Specially Designated Nationals and Other Blocked Persons" maintained by the United States Department of Treasury, and the "Denied Persons List" maintained by the Bureau of Industry & Security?

This type of alert would be triggered by state or agency processing of our staff's fingerprint cards during yearly audit cycles.

8. Are information security practices formally documented and accessible to all employees?

Yes.

9. Do you require completion of training on the following criteria: your cyber security policies, physical access controls, electronic access controls, visitor control program, handling of client information, identification and response of a cybersecurity incident, recovery plans, and cybersecurity risk associated with a BES Cyber System's and interoperability with other systems, including transient cyber assets and removable media? Please list the criteria that training is required for.

Yes. All Tyler employees are required to take annual security training and renew their CJIS certification. A Security Awareness Program has been developed to ensure that all employees and board members are trained and educated on Tyler cybersecurity policies, standards, and procedures. All new employees are required to complete an information security orientation within thirty days of hire. Annual cybersecurity retraining is conducted. All Tyler management and employees are required to participate, and attendance is documented. Tyler employees in the Public Safety division are also required to take CJIS level one training which is required for anyone who has unescorted access to a secure location but doesn't have a criminal justice function. After the initial training the CJIS security awareness training must be completed after two

years.

10. Do you require employees and contractors to take reoccurring training on the following criteria: your cyber security policies, physical access controls, electronic access controls, visitor control program, handling of client information, identification and response of a cybersecurity incident, recovery plans, and cybersecurity risk associated with a BES Cyber System's and interoperability with other systems, including transient cyber assets and removable media? Would you provide the training material to the City of Columbia, MO upon written request?

Yes. All Tyler employees are required to take annual security training and renew their CJIS certification. Tyler's security processes are considered confidential to maintain the integrity of Tyler's security program, but Tyler is happy to provide the City with reassurances about its mandatory cyber security training program.

11. Do you have a security awareness program that reinforces cybersecurity practices? What is the frequency of this program?

Yes. It is an annual program and is required.

12. Are information security practices routinely enforced, audited, and updated?

Yes.

13. Do you have a Code of Conduct for your employees, suppliers and subcontractors?

Tyler has a code of conduct for its employees. Tyler does not use subcontractors.

14. Are employees, suppliers, and subcontractors trained on your Code of Conduct, including privacy and confidentiality requirements?

Employees receive annual training.

15. Do you have a process for off boarding personnel?

Yes.

## Subcontractors Workforce Management (S-WFM)

*This section is used to gather information about how your subcontractors manage their employees.*

1. Do you have subcontractors?

No

2. Do your subcontractor(s) personnel vetting process allow them to share background check criteria with the City?

N/A

3. Do your subcontractor(s) have information security practices formally documented and accessible to all employees?

N/A

4. Do your subcontractor(s) have a security awareness program that reinforces cybersecurity practices?

N/A

5. Do the subcontractor maintain a list of individuals with authorized access to your ICT assets,

information, and facilities and those assets and information provided to you by the City? Do you routinely audit this information?

N/A

## Physical and Electronic Access Controls (P/E-AC)

*This section is used to gather information about how your organization controls physical, electronic, and system-to-system access.*

1. Do you conduct reviews of all individuals' with access to your ICT assets, information, and facilities? At what frequency do you perform these reviews?

   Yes, quarterly.

2. Do you have internal controls to ensure that access is revoked when an individual no longer requires access due to change in employment status or job duties?

   Yes.

3. Do you use passwords or multifactor authentication for employees to access ICT supporting the City? Do these controls meet requirements in NIST Special Publication 800-63B? (length, age, screening, failed attempts, etc.)

   Yes.

4. If interactive remote access is needed into ICT hosted by the City, how do you obtain authorization from the City prior to you initiating a remote access session? Can the City of Columbia, MO terminate access at its discretion?

   Tyler uses a secure BeyondTrust session to gain access to the city network. Access must be granted and can be terminated by the client.

5. If interactive remote access is needed into ICT hosted by the City, how do you requites? authorization from the City so that the City may initiate interactive remote access with you? Can the City terminate access at its discretion?

   Tyler uses a secure BeyondTrust session to gain access to the client network. Access must be granted and can be terminated by the client.

6. Do you provide technology to facilitate interactive remote access? If so what technology to you provide?

   Yes, BeyondTrust.

7. Do you implement cybersecurity controls for the use of devices that access ICT supporting the City (e.g. mobile, laptop, non-company devices)? Would you provide those controls to the City upon receipt of written request?

   Yes

8. Will your ICT be required to initiate system-to-system access to City's ICT? Can the City terminate access at its discretion?

   Connection to the City's network will be facilitated by a secure BeyondTrust session that the city must initiate and can terminate at its discretion.

9. Will the City's ICT be able to initiate system-to-system access to your ICT? Can the City terminate access at its discretion?

No.

10. Do you have an established and maintained processes that ensures the security of system-to-system access including protection of Data at Rest and Data in Transit?
Yes.

11. When you are connected to other entity's ICT, do you ensure that there is no undisclosed path or bridge into the City's ICT from another entity's ICT through you?
Yes.

## Information Security
*This section is used to gather information about how your organization manages City information.*

1. Do you have a documented program to identify, classify, protect, manage, and maintain sensitive information? (CEII and Privileged Non-Public)?
Yes.

2. Does your information protection program prohibit access to City data without authorization?
Yes.

3. Do you have a process to sanitize City information from your ICT at the City's request or prior to disposal of ICT storing City information? Will you provide that process upon written request?
Yes.

4. Do you have a documented configuration and change management process to ensure the integrity of ICT used to store City information, using change control and change control audits?
Yes. All changes in the environment are logged.

5. Do you have processes to approve software, patches and firmware prior to installation on ICT used to store City information, as well as to verify the authenticity and integrity of the software, patches and firmware prior to installation?
Yes.

6. Do you maintain baselines and monitor for changes to baselines on ICT used to store City information?
Yes. The deployment includes advanced monitoring measures.

7. Do you monitor for suspicious or malicious network communication on ICT used to store City information?
Yes.

8. Do you have methods deployed to deter, detect, or prevent malicious code on ICT used to store City information?
Yes.

9. Do you have process in place to monitor for successful access attempts and failed access attempts on ICT used to store City information?
Yes.

## System Security

*This section is used to gather information about how your organization manages its ICT that maybe used to provide services to the City.*

1. Do you have a documented configuration and change management process to ensure the integrity of ICT used to provide services to the City, using change control and change control audits?
   Yes.

2. Do you have processes to approve software, patches and firmware prior to installation on ICT used to provide services to the City, as well as to verify the authenticity and integrity of the software, patches and firmware prior to installation?
   Yes.

3. Do you maintain baselines and monitor for changes to baselines on ICT used to provide services to the City?
   Yes.

4. Do you monitor for suspicious or malicious network communication on ICT used to provide services to the City?
   Yes.

5. Do you have methods deployed to deter, detect, or prevent malicious code on ICT used to provide services to the City?
   Yes.

6. Do you have process in place to monitor for successful access attempts and failed access attempts on ICT used to provide services to the City?
   Yes.

7. Do you scan for vulnerabilities within your internal network? If so what is the scanning frequency?
   Yes, continuous.

8. Do you do penetration testing of your internal network?
   Yes.

9. Would you provide copies of the vulnerability and penetration test reports to the City, upon written request?
   Tyler engages multiple third-party experts to perform both external and internal penetration tests of our networks and systems on, at least, an annual basis and all findings are mitigated in a timely manner. The results of these tests are considered confidential and are not shared with external parties. Tyler does not allow audits, inspections or penetration testing to be performed by clients as it could impact the confidentiality, integrity and/or availability in our environment.

   Tyler routinely scans its environment to identify vulnerabilities and then acts in a risk-informed fashion. Its information security team maintains awareness of zero-day and other emerging threats to help assure the security of the hosted solution environment.

Further information regarding Tyler's process for penetration testing and vulnerability scanning can be found in our most recent Type 2 Service Organization Controls No. 2 (SOC 2) report.

## Incident Response

*This section is used to gather information about how your organization would responded to a cybersecurity incident that may impact the City.*

1. Do you maintain a cybersecurity incident response plan?

    Tyler's incident response plan, based on the NIST 800-53 Framework, defines a measured, repeatable process for determining, handling, and recording when an incident occurs. Tyler Technologies' handling of incidents, including notification to clients, conforms to applicable state and federal law. Further information regarding Tyler's IRP can be found in our most recent Type 2 Service Organization Controls No. 2 (SOC 2) report found here: https://www.tylertech.com/about-us/security-compliance/soc-compliance.

    Tyler regularly monitors the networks, systems, environments, and applications within its control. As part of that monitoring, if Tyler identifies a potential security incident, Tyler follows established policies and procedures to contain, respond to and mitigate such incidents. Tyler's standard practice is to treat the details of any such incident as confidential, given that releasing those details to the public itself creates a security risk, and/or because those details may include a client's confidential information.

2. Do you update your cybersecurity incident response plan at least annually? If not reviewed annually, provide frequency.

    Yes.

3. Do you have a process to monitor industry threat information sharing and analysis centers (e.g. US-CERT, National Vulnerability Database, CISA-AIS)?

    Yes

4. Do you have a process to notify the City in the event a cybersecurity incident that may impact the services you are providing to the City? Will you provided that process upon written request?

    Tyler's incident response plan, based on the NIST 800-53 Framework, defines a measured, repeatable process for determining, handling, and recording when an incident occurs. Tyler Technologies' handling of incidents, including notification to clients, conforms to applicable state and federal law. Further information regarding Tyler's IRP can be found in our most recent Type 2 Service Organization Controls No. 2 (SOC 2) report found here: https://www.tylertech.com/about-us/security-compliance/soc-compliance.

5. Do you have a process to coordinate a response to a cybersecurity incidents that may impact the City because of the services you are providing? Will you provide that process upon written request?

    Tyler's incident response plan, based on the NIST 800-53 Framework, defines a measured, repeatable process for determining, handling, and recording when an incident occurs. Tyler Technologies' handling of incidents, including notification to clients, conforms to applicable state and federal law. Further information regarding Tyler's IRP can be found in our most recent Type 2 Service Organization Controls No. 2 (SOC 2) report found here: https://www.tylertech.com/about-us/security-compliance/soc-compliance.

6. Do you have a process to notify the City of known vulnerabilities related to your services provided to the City? Will you provide that process upon written request?

    Tyler's incident response plan, based on the NIST 800-53 Framework, defines a measured, repeatable process for determining, handling, and recording when an incident occurs. Tyler Technologies' handling of incidents, including notification to clients, conforms to applicable state and federal law. Further information regarding Tyler's IRP can be found in our most recent Type 2 Service Organization Controls No. 2 (SOC 2)

report found here: https://www.tylertech.com/about-us/security-compliance/soc-compliance.

## End Questionnaire

Please submit the completed questionnaire with your RFP packet or return to the Information Owner or Information System Owner that requested completion of the questionnaire.

# Revisions

| Reviewer: | Marcus Perkins | Review Date: | 2/11/2022 | Version: | 1 |
|---|---|---|---|---|---|
| Original release | | | | | |
| Reviewer: | | Review Date: | | Version: | |
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EMS-IT-ADM-014

**Exhibit G**
**Tyler's Sourcewell Contract #060624-tti**

# Sourcewell

## Solicitation Number: RFP #060624

## CONTRACT

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

Sourcewell is a State of Minnesota local government unit 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 eligible 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. Sourcewell issued a public solicitation for Software Solutions and Related Services for Public Sector and Education Administration from which Supplier was awarded a contract in Categories 1, 2, 3, 4, and 5.

Supplier 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.

EXPIRATION DATE AND EXTENSION. This Contract expires October 25, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances; provided, however, that any additional extension will be upon written agreement by Supplier.

B.  SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

## 2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier'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 and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier'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, Supplier makes the following warranties:

     a. Tyler Software Warranty – Supplier's software will substantially conform to the functional descriptions of the Supplier software contained in Supplier's Proposal, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through Supplier's maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in Supplier's then-current documentation.

     b. Tyler Services Warranty – Supplier warrants that it will perform services in a professional, workmanlike manner, consistent with industry standards. In the event Supplier provides services that do not conform to this warranty, Supplier will re-perform the services at no additional cost

     c. Third Party Warranties – Unless otherwise indicated, Supplier does not warrant the condition of any third-party products or services resold through Supplier's reseller agreement. Supplier will pass through any third-party warranties it receives for such items and will reasonably cooperate and coordinate for access to warranty service for third-party items Supplier resells.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

## 3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier'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, Supplier 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. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products.

Supplier 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 Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier 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, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier 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

Supplier 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 Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development 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 Change Request Form will become an amendment to this Contract and will 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. Supplier 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.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities

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. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier'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 Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. 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 or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. 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, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, 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 negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. 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, Supplier may (i) require execution of a software and services agreement in a form substantially similar to the one included with Supplier's Proposal and/or (ii) require agreement to terms required by third-party product providers.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier 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.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier 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 equipment, products, or services to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Supplier commits any material breach of this Contract or the additional terms agreed to between Supplier and a Participating Entity, subject to the terms of an executed software and services agreement between the Supplier and the Participating Entity.

E. 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. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

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

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, 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, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell 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 Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier 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. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment 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 Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier 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 Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier 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.

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

## 10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A.  AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six 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.

B.  ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

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

D.  WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E.  CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

F.  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. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier 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. Sourcewell's

responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

## 12. GOVERNMENT DATA PRACTICES

Supplier 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, maintained, or disseminated by the Supplier under this Contract. Sourcewell and Supplier acknowledge that compliance with the Minnesota Government Data Practices Act extends only to that data to which the Act applies.

## 13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY
1. *Grant of License.* During the term of this Contract:
a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier'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 their respective subsidiaries, distributors, dealers, resellers, 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. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
b. 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 suppliers which may be used until the next printing). Supplier 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 Supplier 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. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

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

## 14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

## 15. 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.

## 16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

## 17. 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 Supplier 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 Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.

3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier 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.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the 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.

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier 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.* Supplier 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 liability-completed operations
> $2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier 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, Supplier will maintain umbrella coverage over Employer's Liability, 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, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier'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, Supplier 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 Supplier'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 Supplier 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, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Copies of renewal certificates will be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract as close as practicable to the date the applicable policy or policies is/are renewed. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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

C.  ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to include Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier as respects this Contract. The policy provision(s) or endorsement(s) must further provide that coverage is primary for claims under Supplier's commercial general liability policy that are caused, in whole or in part, by Supplier as respects this Contract 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. Except to the extent the damage or injury is caused by Sourcewell, Supplier waives subrogation rights against Sourcewell on claims under Supplier's commercial general liability, automobile liability, and workers' compensation and employee liability policies that arise out of or relate to this Contract and are between Supplier and Sourcewell. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E.  UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. 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.

## 19. 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. Supplier 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 Supplier conducts with Sourcewell and Participating Entities.

## 20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier 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 Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier 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. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## 21. 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 have additional requirements based on specific funding source terms or conditions. 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 Supplier'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. Supplier 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier 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). Supplier 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. Supplier 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). Suppliers must file any required certifications. Suppliers 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. Suppliers 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. Suppliers 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, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier 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, Supplier 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, Supplier 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). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier'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 Supplier'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.

M.  FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N.  NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.
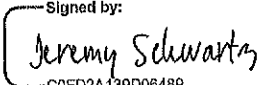
S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.322.
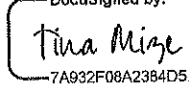
## 22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Tyler Technologies, Inc.

Signed by:

*Jeremy Schwartz*

By: ——C0FD2A139D06489...

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 11/13/2024 | 4:32 PM CST

DocuSigned by:

*Tina Mize*

By: ——7A932F08A2384D5...

Tina Mize

Title: Group General Counsel

Date: 11/13/2024 | 4:27 PM CST

# RFP 060624 - Software Solutions and Related Services for Public Sector and Education Administration

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## 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 April 18, 2024 06:47:48 |
| Submitted On: | Thursday June 13, 2024 09:02:59 |
| Submitted By: | Ehren Morse |
| Email: | ehren.morse@tylertech.com |
| Transaction #: | d904b570-f6ec-473c-ba06-9a71327912da |
| Submitter's IP Address: | 163.116.144.109 |

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**Specifications**

### Table 1: Proposer Identity & Authorized Representatives

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

| Line Item | Question | Response * |
|---|---|---|
| 1 | Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier") | Tyler Technologies, Inc. |
| 2 | Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal. | Tyler understands and agrees that it will be solely responsible for the equipment, products and services, including those of its subsidiary entities, provided under a resulting contract. Tyler has included equipment, products and services of the following subsidiary entities in this proposal: NIC Services, LLC, Rapid Financial Solutions, LLC, U.S. e-Direct, LLC and NICUSA, LLC. |
| 3 | Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above. | . |
| 4 | Provide your CAGE code or Unique Entity Identifier (SAM): | GKHLE5VNFMZ3 |
| 5 | Proposer Physical Address: | 5101 Tennyson Pkwy, Plano TX 75024 |
| 6 | Proposer website address (or addresses): | www.tylertech.com |
| 7 | 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): | Tina Mize, Group General Counsel, 7701 College Blvd., Overland Park, KS 66603, tina.mize@tylertech.com, 913-489-5239 |
| 8 | Proposer's primary contact for this proposal (name, title, address, email address & phone): | Ehren Morse, Sales Operations Manager 1 Tyler Drive, Yarmouth Maine, ehren.morse@tylertech.com, 800-772-2260 ext. 4662 |
| 9 | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone): | Gia Davis, VP Sales Enablement 1 Tyler Drive, Yarmouth Maine, gia.davis@tylertech.com, 800-772-2260 |

### Table 2: Company Information and Financial Strength

| Line Item | Question | Response * |
|---|---|---|

| 10 | 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. | Tyler Technologies has paved the way for digital transformation in the public sector with integrated software and technology services. Our end-to-end solutions empower government entities at the local, state, and federal levels to operate efficiently and transparently in their interactions with the public and in their collaboration with each other. By connecting data and processes across disparate systems, we transform how clients turn data into actionable insights and solutions for their communities. Our mission, vision, and values inherently support sustainable operations. |
|---|---|---|

Guided by our Connected Communities vision, we support thriving communities with our integrated product solutions to build a digital foundation that enhances data access, engagement, and transparency. Tyler aims to provide the technology needed for seamless information exchange among government entities, schools, and residents across geographic, agency, and departmental boundaries. Through streamlined processes and solutions, we are driven to help overcome data and resource sharing challenges in the public sector, contributing to improved connectivity, efficiency, and agility.

At Tyler, we imagine a world where all city, county, and regional government services are connected within a healthy digital infrastructure. By seamlessly connecting data, people, and processes across departments and geographic boundaries, the public sector can tackle society's unprecedented challenges while increasing resident engagement with government. Only Tyler delivers the exclusive public sector focus, depth and breadth of solutions, industry experience, and intentional innovation that will drive the public sector forward.

What are our values?

Purpose - we are purpose driven.

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.

Respect - we respect our resources.

Respect for the environment is more than a mindset; it requires real investment and focus. In 2023, we concentrated on strengthening our sustainability initiatives while ensuring operational excellence. Our successes are a testament to the dedication of Tyler team members, who embody our mission and bring our sustainability priorities to life.

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 fulfilment of our employees, as well as for a wide range of causes they care about. 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 daily 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 4,000 successful installations across 13,000 sites, with clients in all 50 states, Canada, the Caribbean, Australia, and other international locations.

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:

Public Administration : Appraisal & Tax, Civic Services, ERP, Land & Official Records, Regulatory Outdoor Recreation, Courts & Public Safety : Corrections, Courts & Justice, Public Safety
Health and Human Services : Environmental Health & Disability & Benefits
K1-12 Education : School ERP, Student Information, Student Transportation
Transformative Technology: Data & Insights, Civic Experience, Cybersecurity, Payments, Productivity Tools

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 the public sector.

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.

Our Experience

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

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| 11 | What are your company's expectations in the event of an award? | Tyler is excited to continue our partnership with Sourcewell. Tyler is committed to growing contract usage over the contract term and working with Sourcewell on goal setting and approach. As Tyler continues to innovate and empower the public sector, Tyler has continued to increase usage of the contract with Sourcewell across its divisions as well as increase the offerings available to Sourcewell's members. As a leader in the industry, we understand the importance of maximizing the value of a streamlined procurement process. Tyler has built a strong partnership with Sourcewell and seeks to continue to maximize the value of this partnership in the future. Our collaborative marketing efforts have worked effectively to promote awareness of the contract. Our team of dedicated professionals is committed to delivering exceptional service and ensuring the success of our clients. |
|---|---|---|
| 12 | 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. | Tyler consistently maintains a solid balance sheet, strong cash flow and low debt, experiencing consistent revenue growth. In 2023, Tyler achieved total revenues of $1.95 billion representing 7.4% year-over-year organic growth.<br><br>Tyler is committed to continual research and development. These investments are spread widely across our solutions suites, enhancing our products and services that will match the changing demands of our clients, strengthen our market position, and support future growth. We recorded research and development expense of $109.6 million in 2023, $105.2 million in 2022, and $93.5 million in 2021.<br><br>Though our increased R&D investment has created a short-term headwind to margin expansion, we believe the long-term results from new and enhanced products will strengthen our ability to compete and succeed. As we move into the future, we will continue to invest strategically as opportunities arise; however, we expect R&D investments to continue to grow over time, expanding in line with revenue growth.<br><br>In June of 2023 Tyler introduced our Tyler 2030 vision, which supports Tyler's drive to be the most trusted and indispensable partner for the public sector in the digital government era. This vision becomes a reality when we continue to focus on what's most important. Tyler 2030 aligns our organization and drives focus areas including leveraging our large installed base, expanding into new markets, completing our cloud transition, and growing our payments business. We will achieve these goals while building a world-class corporate culture maintained by the best and brightest employees in the industry.<br>Tyler's continued success validates our strategy of a singular focus on 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 a diverse range of products and services.<br><br>Tyler's commitment to providing essential software and services to support the public sector remains stronger than ever.<br><br>Please visit tylertech.irpass.com/Annual_Report_Financials to view our current annual report This has also been supplied with our proposal.. |
| 13 | What is your US market share for the solutions that you are proposing? | Tyler is a leading provider of software to local governments in a market with significant modernization potential, representing a total addressable market of $37-50 billion (if including the federal government). |
| 14 | 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. Multiple business units have existing clients in Canada and a strategic focus on increasing market share. |
| 15 | 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 it's financial strength with consisten long term revenue growth. |
| 16 | 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.<br><br>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?<br><br>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? | Tyler is best described as a manufacturer and service provider. A great benefit to Sourcewell members is that Tyler not only develops and supports our software in house, but also has 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.<br><br>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 seamlessly together. |
| 17 | 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 does not include required licenses or certifications. Our proposal otherwise includes information related to certifications held by some of our personnel. |
| 18 | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years. | Tyler is not and has not been suspended or debarred from procurements in its various markets at any time over the past ten years. |

## Table 3: Industry Recognition & Marketplace Success

| Line Item | Question | Response * |
|---|---|---|
| 19 | Describe any relevant industry awards or recognition that your company has received in the past five years | Tyler has earned a 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 earned us numerous accolades.<br><br>Innovative and Strong<br><br>• Newsweek's "America's Greatest Workplaces for Diversity"<br>• Government Technology Magazine's "GovTech Top 100"<br>• Dallas Business Journal's "North Texas Fastest-Growing Public Companies"<br>• 2023 Esri Cornerstone Partner<br>• Forbes' "America's Best Large Employers"<br>• Forbes' "America's Best Employers for Diversity"<br>• Forbes' "Best Employers for Women"<br>• Forbes' "Best Midsize Employers"<br>• Forbes' "Most Innovative Growth Companies"<br>• Forbes' "America's Best Small Companies"<br>• Fortune's "100 Fastest-Growing Companies"<br>• Barron's 400 Index ranking, a measure of "Most Promising Companies in America"<br>• Software Magazine's "Software 500" ranking of the world's largest software and service suppliers<br>• Dow Jones Sustainability Index (DJSI) North America<br><br>Employer of Choice<br><br>• Mainebiz's "Best Places to Work in Maine" (15+ years)<br>• The Dallas Morning News' "Top Workplaces D-FW" (10 years)<br>• Dayton Daily News' "Top Workplaces in the Dayton Metro Area"<br>• Lubbock Avalanche-Journal's "Best of Lubbock"<br>• Detroit Free Press' "Top Workplaces"<br>• Phoenix Business Journal's "Best Places to Work"<br>• The Atlanta Journal-Constitution's "Top Workplaces"<br>• The Washington Post's "Top Workplaces"<br>• Albany Business Review's "Best Places to Work"<br>• The Washington Post's "Top Workplaces"<br>• The Denver Post's "Best Midsized Companies to Work for in Colorado"<br>• Mississippi Business Journal's "Best Places to Work"<br>• NJBIZ's "Best Places to Work in New Jersey" |
| 20 | What percentage of your sales are to the governmental sector in the past three years | 93-95% are focused on the governmental sector. |
| 21 | What percentage of your sales are to the education sector in the past three years | 5-7% are focused on the Education sector. |
| 22 | List any state, provincial, or cooperative purchasing contracts that you hold.<br><br>What is the annual sales volume for each of these contracts over the past three years? | Sourcewell is our primary contract vehicle Tyler-wide for local government and education.<br><br>Tyler products are also sold through these cooperatives: TX DIR, NASA SEWP, NASPO,TIPS, CES, MESC, and 1GPA |
| 23 | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold.<br><br>What is the annual sales volume for each of these contracts over the past three years? | Tyler's federal division leverages GSA IT-70 and our Data & Insights division leverages GSA schedule 70-GS 35F-0119Y. |

## Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

| Entity Name * | Contact Name * | Phone Number * |
|---|---|---|
| Benton County, WA | Debbie Calhoun, Financial Services Manager | 509-783-1310 |
| City of EL Cajon, CA | Sara Diaz, Director of Information Technology | 619-820-8346 |
| City of Riverton, UT | Kevin Hicks, Administrative Services Director | 801-718-0064 |

## Table 5: Top Five Government or Education Customers

Line Item 25. 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 * |
|---|---|---|---|---|---|
| Not Disclosed | Government | Texas - TX | Courts | 259 | 63,572,233 |
| Not Disclosed | Government | Illinois - IL | Courts | 56 | 38,610,814 |
| Not Disclosed | Government | North Carolina - NC | Courts & Public Safety | 126 | 31,320,092 |
| Not Disclosed | Government | Maryland - MD | Courts & Data & Insights | 43 | 24,433,416 |
| Not Disclosed | Government | Washington - WA | Courts & Data & Insights | 76 | 20,249,916 |

## Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell 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 * |
|---|---|---|
| | | |

| 26 | Sales force. | 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%.

In Tyler's largest division the average tenure of our sales team is 13 years and on average across the organization sales resources have spent 9+ years working at Tyler and many have had careers with applicable experience doing business with the public sector. Additionally, 45% of Tyler's employees have worked in the public sector.

Our sales organization consists of nearly 400 resources who help to successfully operate Tyler's sales functions and support our growing customer base with knowledge and focus on each product that is purchased by our customers. Tyler product divisions are divided into 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.

Tyler is headquartered in Plano, Texas. We have offices throughout the U.S., two in Canada, and one in the Philippines. With Sourcewell 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.

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. |
| 27 | Dealer network or other distribution methods. | Tyler does not leverage a dealer network. We have proven success selling direct to our customers |
| 28 | Service force. | Tyler's support & implementation service force make up more than 40% of Tyler's employee base

Tyler has decades of project management experience in implementing complex integrated systems. During this time, Tyler's methodology has been built on best practices and its project management team has accumulated over 100 years of collective project management experience.

Tyler's project management methodology addresses nine management areas: Integration, Scope, Time, Cost, Quality, Human Resources, Communications, Risk, and Change. Successful planning, coordination, and execution of these areas is critical for successful implementations, and this is why they are defined in The Project Management Body of Knowledge (PMBOK) put forth by the Project Management Institute (PMI). Tyler project managers are very familiar with this standard methodology—many of our project managers are certified Project Management Professionals (PMPs).

From system setup and configuration to data conversion and complete end-user training, our expert staff ensures your software is delivered and implemented on schedule and within budget. That's more than a goal for Tyler. It's an expectation.

Our proven implementation process is based on three important areas: experience, people, and sound methodology.
• Experience matters. With thousands of successful implementations for public sector clients of all sizes, we produce outcomes that exceed expectations.
• People make the difference. Everyone who touches an implementation project is a Tyler professional who has deep knowledge of the product they are implementing.
• Sound methodology. Our certified teams follow the principles of the Project Management Institute (PMI), a recognized leader in the science of project management.

When it comes to learning new technology, one size does not fit all. That's why we customize our training services to meet your exact needs. Having the right training not only maximizes your staff's use of Tyler products, but competence also creates confidence.

• Data Academy delivers on-site data analytics training and workshops.
• Group Training brings clients together for seminars across the nation.
• Onsite Training combines classroom-style and hands-on practice.
• Online Tyler Community puts answers and insights at your fingertips.
• Tyler Connect is our premier annual user training and networking event.
• Tyler University provides formalized online training programs

Ongoing Professional Product Support
True long-term success means being able to leverage that technology investment over the long term. Our software support services are designed to answer questions, resolve issues, and ensure your Tyler products are running at peak performance.

• Live U.S.-based telephone support through a toll-free hotline
• Online Tyler Community, a user-driven software support community
• Web chat and virtual support tools for quick, real-time virtual assistance |
| 29 | Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others. | Sourcewell members will work closely with their appropriate sales representative to determine necessary products and services. Tyler's sales representative will create a quote compliant with Tyler's Sourcewell contract. All quotes are audited by sales managers and logged in Tyler's CRM system |

| 30 | Describe your strategy related to implementation, integration, and use of implementation partners. | At Tyler, we believe your software should be delivered and successfully implemented on schedule and within budget, meeting clearly defined goals. That's more than an objective for us — it's an expectation. Our implementation process is based on three foundations:<br>• Experience — we have completed more than  -40,000 installations in more than 13,000 Client sites<br>• In-house expertise — we don't outsource implementation tasks<br>• Leadership — we adhere to Project Management Institute (PMI) methodology<br><br>Tyler uses PMI's globally recognized scientific approach to project management to plan and manage all implementations. These principles are deployed by Tyler's greatest asset — our deeply experienced, in-house experts.<br><br>Guided by these principles, we deliver a well-planned implementation that pairs an understanding of your organization's current needs and practices with Tyler's best business processes, role-based business intelligence, and unique user interfaces that increase efficiency and productivity.<br>Leveraging your Tyler software to improve overall operations is an investment, but the ultimate return is tied directly to a successful implementation. Our ordered, closely monitored, and controlled implementation maximizes your return with a standardized process designed for success.<br><br>Tyler's implementation process demonstrates our long-term commitment to you. We empower you with best practices that allow you to use your products successfully at the time of go-live, while positioning your organization to be prepared to consume the new technology developments that Tyler offers through its philosophy of perpetual releases and upgrades.<br><br>With decades of experience and with thousands of successful implementations, Tyler ensures an outcome that exceeds expectations. From the first meeting to the final sign-off, Tyler is with you every step of the way.<br><br>The key to any successful project is communication. With Tyler, each person in your implementation process plays a critical role, and we know getting people involved early, and keeping them engaged, produces greater overall success. That's why the implementation team, consisting of the client's executive sponsor, the client's project manager, and Tyler's project manager, work together to establish a plan to meet your specific needs, challenges, and schedule for the entire project.<br><br>Tyler's project manager coordinates each implementation with the support and expertise of Tyler's implementation consultants. Clear roles and responsibilities are assigned to key staff on your project team and your assigned Tyler implementation consultants. This ensures the implementation is successful, and all users have the opportunity to sign off on the project's completion. These key project resources work together to help your implementation process progress as planned.<br><br>We focus much of our attention on project planning because it is central to the success of implementation. In collaboration with your project manager, your Tyler project manager will customize a detailed project plan to meet your specific needs, challenges, and schedule. This ensures not only that the project is manageable to team members, but also that areas of critical importance are addressed as needed.<br><br>Your project management plan will include a project schedule and plans for scope management, quality management, resource management, risk management, and communication management. At Tyler, planning is much more than just creating a list of tasks to accomplish or a calendar of benchmarks to meet. Together, we'll determine the work that needs to be performed for each module, expectations for each project team member, acceptable and agreed-upon testing and quality assurance benchmarks, schedules for system go-live, and an organized flow for all questions, comments, and concerns.<br><br>This plan is your guide — for the tasks to be completed, the checklists to follow, and the expectations of the people involved. Once approved, the detailed steps ensure we meet the goals and objectives of the project.<br><br>Inherent in the plan are control points — critical stops — that verify commitment to and understanding of the project. The purpose of these control points is to make sure all needs have been met, each team member has accomplished assigned tasks, and the agreed-upon project plan followed.<br>To ensure effective communication throughout the entire client organization, the Tyler implementation team hosts an official and informative stakeholder meeting. This meeting brings together all participants — from the core implementation team to all end users and the executive sponsor. Employees have a chance to learn about the implementation process, including why a new software system is being implemented. At this time, expectations are discussed. Using Tyler's change management process, each aspect of the project is addressed — facilitating a smooth and efficient process.<br><br>Design for the Future: Assess and Define<br><br>Once your project plan has been created, approved, and is ready for execution — what's next? While some implementation approaches may dictate that data conversion or user training comes next in the implementation process, Tyler's team of experts perform a current and future state analysis of your business environment before a single decision is made on how to configure your new solution.<br><br>We start by performing a solution orientation of the software, allowing project team members to become familiar with key concepts and processes. This provides a preliminary knowledge transfer of the system. Next, Tyler's consultants take a detailed look at your current business processes and determine your challenges, goals, and objectives to establish an understanding of your available options.<br><br>We collaborate on decisions that may result in business process changes to best meet your needs and optimize the use of your Tyler applications. This approach is a unique way of helping you update your policies and procedures while creating the overall system design — before moving forward in the implementation process. It ensures we meet your expectations and establish agreed-upon processes upfront.<br><br>Once the system design is paired with the project plan, the rest of the process moves forward in a structured and efficient manner. Training and data conversion proceed because careful planning and testing reduces apprehension about go-live or post-live. |

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| 31 | 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. | 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. Tyler provides online and continuing education resources on its support website at www.tylertech.com/client-support. **Support Organization** 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. 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. Technical support specialists are responsible for diagnosing and resolving client issues in a timely and courteous manner. **Contacting Us to Make a Support Request** 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. **A Focus on Client Success** 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. When you contact technical support, your request is responded to by a technical support specialist who begins working on the request at first contact. 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. **Case Priorities** 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. Support resources are available 8:00 AM to 5:00 PM across four standard time zones (EST, CST, MST, and PST). 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. **Critical Issues** 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. If all technicians are on the line assisting other clients, you can press "0" to be redirected to the operator to page the team. **Following-up on Open Cases** 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. **Escalating a Support Case** 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. |
| 32 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States. | 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 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%. Tyler Technologies' singular focus has been providing software and technology services to the public sector. 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. 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. 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. 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. 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 44,000+ installations in 13,000 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 & Justice, Cybersecurity, Data & Insights, ERP Financial, Health and Human Services, Land & Official Records, Public Safety, Regulatory, School Financial, Student Information & Student Transportation. |

| 33 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada. | Tyler's Enterprise Permitting & Licensing, MyCivic, Data & Insights, School Transportation, Enterprise Justice, SceneDoc, and Enterprise Assessment & Tax products are all marketed in Canada with dedicated sales resources focusing on this market and continuing to build market share.

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 has implemented its 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 implemented 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 sector. Tyler is supporting the City of Calgary's vision of becoming a leading annual market value assessment jurisdiction. |
| 34 | 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 its software & service solutions across all states in the US and across Canada. |
| 35 | 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 marketing its solutions to these organizations across all of Sourcewell's applicable entity sectors. |
| 36 | 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. |

**Table 7: Marketing Plan**

| Line Item | Question | Response |
|---|---|---|
| 37 | 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. | 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: <br>• 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. <br>• 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. <br>• 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. <br>• 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. <br>In continuing the partnership, Tyler is open and willing to explore further opportunities where the brand missions align, including: <br>• 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. <br>• 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. <br>• 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. <br>• 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. |
| 38 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness. | 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. <br><br>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. 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. |
| 39 | In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? <br><br>How will you integrate a Sourcewell-awarded contract into your sales process? | 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. 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. |
| 40 | Are your products or services available through an e-procurement ordering process? <br><br>If so, describe your e-procurement system and how governmental and educational customers have used it. | 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. Tyler has provided an eprocurement punch-out to vendor-hosted websites in Tyler's Enterprise ERP 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 ERP Requisition application. When accessed, ERP users can shop the vendor's website, creating a virtual shopping cart of items. For example, a ERP 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 ERP requisition. Once the virtual shopping cart has been transferred to a ERP requisition, the regular ERP requisition process will be enforced. This includes allocating the requisition line items to GL accounts, checking and enforcing available budgets, following ERP 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. <br>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. |

**Table 8: Value-Added Attributes**

| Line Item | Question | Response |
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| | | |

| 41 | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. | Tyler offers a comprehensive array of training services and tools to promote optimized usage and best empower those who utilize Tyler software. |
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Tyler uses PMI's globally recognized scientific approach to project manage implementations. Tyler 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.

A mutually developed education plan lays out the process of transferring knowledge between you and Tyler. The purpose of the education plan is to:

- 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

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.

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 and Tyler Search. More information on these resources is provided below.

Tyler has a longstanding track record delivering virtual implementation services. 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

| 42 | Describe any technological advances that your proposed products or services offer. | Tyler uses industry leading development tools and principles for our solutions. This provides Tyler clients with a business application infrastructure that enables the rapid and cost-effective creation of highly responsive enterprise-class software that's continually enhanced over time.

Tyler's commitment to keeping our solutions up to date with the latest technological advances and providing most of those advances as part of our standard support agreement allows our clients to extend the benefits of their investment over a much longer term than with most software. In fact, most Tyler clients are running a state-of-the-art, public-sector solutions that they purchased 10, 15, or 20+ years ago, which now include features and functions that weren't imaginable when they originally purchased the system.

Our clients benefit from a solution that is technologically innovative, and we're committed to keeping it that way. We invest significantly in research and development, and have a team dedicated to ensuring our solutions meet or exceed public sector requirements. Consequently, clients receive a product that continually meets their changing needs. Our research team monitors emerging trends and technologies that may impact or benefit our clients.
Tyler solutions work because of the unique combination of Tyler's public sector expertise and because our solutions give clients the flexibility to choose options that best match the skills of their staff today and tomorrow. Our reliable, pioneering, and easy-to-use public sector solutions keep Tyler clients at the forefront.

Technology is evolving at a faster pace than ever before, providing opportunities to transform the way the public sector works — from online bill pay and electronic filing to end-to-end case management and data analytics. Transformative technologies modernize and digitize government operations to help you deliver better, faster service to citizens.
Tyler's software solutions are enhanced by transformative technologies, the pieces of a digital infrastructure which seamlessly works in the background to level up your ability to connect with citizens, protect your systems, streamline data, and improve operations and workflows — all resulting in saving time and money.
We help you break down silos to create improved, connected communities built on transparency, accessibility, and insight with these agency-agnostic technologies, some of which are available for purchase within bundles and/or as standalone solutions and some pre-built into our solutions:

Data & Insights

Our Data & Insights solutions transform the way local government handles operations, uses resources, and serves and informs constituents with the goal of surfacing meaningful, easy-to-understand data to inform government decisions and citizens.

Cybersecurity

Rest assured that your information is protected with 24/7 advanced network surveillance. The experience of a dedicated cybersecurity analyst is paired with the latest threat intelligence and data analytics for maximum security. Any incidents are identified within minutes and are immediately followed by remediation steps and support.

Civic Experience

A comprehensive, single, real-time engaging civic app — connecting citizens to all the services, resources, and information your organization offers — helps you control the content you'd like to share while your citizens control when and how they'd like to interact with their government.

Productivity Tools

Our customized, electronic document management tools move employees from manual tasks to paperless ones with built-in strategic priority workflows, resulting in real-time, dollar savings while strengthening your data's integrity and accessibility.

Platform Technologies

Purpose-built for public sector case management, our low-code application development platform is flexible enough to manage everything from background checks to benefits programs to professional licensing — with workflows configured to your exact needs. From status determination through full life-cycle administration, it empowers organizations to efficiently and cost effectively track, share, manage, and analyze data to streamline and improve operations.

Payments

Our end-to-end payments solutions are purpose-built for governments and their constituents. From point-of-sale cashiering, bill presentment, and payment processing to reporting, reconciliation, and payouts, they empower local, state, and federal agencies to simplify payment operations and improve the payer experience. |

| 43 | Please describe your software innovation maturity related to the following technology areas:<br>o  Machine learning<br>o  Natural language processing<br>o  Virtual assistants/chatbots<br>o  Predictive analytics<br>o  Big data analytics<br>o  AI/Generative AI | Now, more than ever, the public sector is under pressure to do more with less. Generative AI (GenAI) is stepping up as the practical tool to meet this challenge head-on, delivering real value in an increasingly demanding environment. At Tyler Technologies, we're combining recent advancements in GenAI with our unparalleled expertise to provide solid, practical solutions that deliver three major benefits:<br>•  Improved Productivity: AI simplifies repetitive tasks such as data entry, freeing up your team for work that only humans can do.<br>•  Smarter Decision Making: AI swiftly transforms raw data into actionable insights, aiding you in making informed, evidence-based decisions.<br>•  Better Service Delivery: AI enhances how residents interact with government services, making them more accessible and user-friendly.<br><br>By prioritizing practical, solutions-oriented AI applications, we're helping public sector agencies to operate more efficiently, make smarter decisions, and provide services that better meet the needs of the communities they serve. A sample of these solutions include:<br>•  Tyler's Cyber Security solutions employ the latest advancements in Generative AI to identify abnormal and potentially malicious patterns.<br>•  Tyler's AP Automation uses AI and machine learning (ML) through the invoice capture process by extracting text and structuring data such as tables and forms from documents.<br>•  Priority Based Budgeting leverages ML and AI to provide key stakeholders with the data and insights needed to overcome capacity gaps and align budgeting.<br>•  ARInspect leverages ML to help improve the efficiency and accuracy of field inspections.<br>•  CSI Solutions leverage AI to automate data entry and redaction from court documents, saving courts hundreds of thousands of dollars per year, while also increasing the accuracy of the filings.<br>•  Tyler's Data and Insights solutions use machine learning to help leading cities forecast their sales tax receipts.<br>•  Tyler's Public Safety solutions uses AI to automatically redact sensitive information from reports before those reports are shared with the public.<br>•  Tyler's DSD division is partnering with states across our portfolio to roll out innovative chatbots designed to help connect residents with all the services offered by the state, regardless of where they start on the state website. That division is also leveraging AI to help improve decision making and streamline existing workflows.<br><br>We're not only delivering this technology with our solutions. We're also using this technology to better serve our clients. A sample of those solutions include:<br>•  AI is used within Tyler Community to help Tyler's support team gather information and quickly respond to clients.<br>•  Tyler's ticket reporting and resolution platform employs AI to get cases to the right places more efficiently with less effort from Tyler's clients.<br>•  Tyler's implementation teams are leveraging AI to reduce the time it takes to migrate data from existing systems, leading to faster implementations.<br><br>While we recognize the enormous potential for positive impact, we also understand the serious concerns and risks associated with AI. As a leader in developing and delivering practical AI solutions for the public sector, we are committed to taking an intentional and thoughtful approach to AI development and deployment, ensuring that our solutions are built on ethical principles aligned with our core values. This commitment helps to safeguard against common concerns such as data privacy, transparency, and bias, ensuring our technology upholds the public trust and contributes to the greater good. |

| 44 | Describe connectivity and integration capabilities between your offered solution(s) and other software systems. | With Tyler, information and data can be shared quickly and easily across local government agencies, departments, school districts, cities, and counties. When the flow of information becomes automated, paper usage is reduced, and operations are streamlined as data is shared in real time between offices. This means information can be shared in seconds, not minutes, which allows agencies like law enforcement to solve crimes faster and keep our communities safe. |
|---|---|---|

**Family of Applications**
Tyler's best-of-breed applications have a common look, feel, and user experience. Designed to work together, as well an independently, with extended functionality that connects the applications together behind the scenes.

**A Common Foundation**
Tyler's applications work together across multiple jurisdictions sharing information and integrating workflow, tasks, and processes, opening the door for local governments and schools to connect to their communities like never before.

**Shared Data**
Tyler's cloud-based approach strengthens each agency's ability to communicate, collaborate, and make data-driven decisions quickly by sharing information across multiple departments and jurisdictions. Real-time information is at your fingertips, available when you need it.

**Connected Applications and Tailored Portals**
The public accesses data from tailored portals that pull information from multiple agencies allowing easy access to information and providing an easy way for residents to engage with state agencies, local government, and schools. 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.

**File-based integration**
Multiple file-based interfaces are included, and all are integrated as part of the application, designed for end users. Unlike systems that require a database administrator to import or export data with their system, users can easily import or export data through point-and-click user interface. User-defined templates specify the data layout for a specific system, so users can quickly choose the appropriate template at the time of import/export. Templates for commonly used third-party systems are also included out of the box. File-based interfaces can be scheduled for one-time or recurring, automated processing.
Imports can be configured with Workflow to send automated notifications or approval requests before the data updates a record. Workflow business rules can be set on a variety of data conditions specific to the imported data. This includes if data causes an account to go over budget, is over a certain dollar amount, or is related to a specific segment of your general ledger. Only after all workflow rules have been approved does the import update production data. Depending on the process, imports can also be rejected at the item or file level; rejected imports can be resubmitted at any time.

**Productivity Software Support**
Application data can be downloaded to a variety of formats including PDF, XLS, DOC, XML, and CSV. Any productivity suite capable of opening these file types can be used, such as Microsoft Office and Google Workspace. Data can also be uploaded to the system in these formats through the integrated import applications.
Most output include hyperlinks to the corresponding application record for easy access. Most output can also be automatically archived to Content Manager for quick retrieval at any time. Some applications also include mail merge support, allowing users to easily create and maintain form templates for completely customized presentation of application data. Any SMTP/IMAP server can be used to send email notifications, such as Microsoft Exchange and Gmail.

**Plug-and-Play Application Support**
Plug-and-play application support provides out-of-the-box integrations for a variety of third-party applications through pre-packaged web services. Tyler develops and maintains these integrations, requiring no development expertise from the client to configure.

**API Catalog**
API (Application Programming Interface) Toolkits and API Connectors add value to your organization by enabling you to create your own integrations to share data between Tyler and non-Tyler applications.
API Toolkits contain all exposed resources (or endpoints) available in a specific Tyler application module such as Enterprise ERP General Ledger, Accounts Receivable, or Enterprise Asset Management. API Connectors contain a subset or cross-section of API Toolkit resources with the purpose of facilitating a specific type of integration such as third-party cashiering, IVR, or applicant tracking systems.
The API Developer Portal is a powerful RESTful API gateway that makes accessing Tyler application data and processes through Toolkits and Connectors easy and intuitive. The Portal conforms to OpenAPI 3.0 and is secured with OAuth 2.0 through Tyler Identity. API resources include example calls and produce properly formatted commands, allowing you to easily exercise them against your data.
The API Developer Portal features include:
- Simplified, structured API documentation
- Industry standard OpenAPI 3.0 interface
- Authentication using OAuth 2.0 standard, offering multiple login flows to suit different app implementation scenarios.
- Data models and examples for each resource
- Produces HTTP URl 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.

| 45 | Describe your migration, customization, configuration, and upgrade processes. | Tyler applications are developed as commercial off-the-shelf (COTS) solutions and include various levels of configuration and customization. All configuration and customization tools are application-based allowing end-users and administrators alike to tailor the system to their specific business needs. In addition, by using application-based tools, all customizations are retained upon system upgrade eliminating timely re-tooling, conversions or re-programming typically required from other systems. |
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Tyler maintains and supports all software source modifications with a proven release life cycle.
Tyler applications are fully integrated out-of-the-box solution that offers various levels of configuration and customization. All configuration and customization tools are application-based allowing end-users and administrators alike to tailor the system to their specific business needs. In addition, by using application-based tools, all customizations are retained upon system upgrade eliminating timely re-tooling, conversions or re-programming typically required from other systems.
Application configuration is maintained with built in toolsets, auxiliary programs, and parameter files for each module. This provides clients with the ability to highly customize the Tyler applications system to their specific operations without the need for custom programming efforts that can cause difficulty applying new releases. All configuration changes are stored in the customer database and not affected by new releases.
Tyler maintains and supports all software source modifications to the system with a proven release life cycle.

**Installation & Upgrades Processes**
Tyler's industry leading technologies and features are continually enhanced through perpetual upgrades as part of our Evergreen Philosophy. Clients are provided with the flexibility to choose what and when application updates are applied as defined by Tyler's Release Life Cycle Policy.
Application release upgrades are installed by Tyler's Systems Management support services at the request of the client. Most Tyler applications also include incremental software corrections between release upgrades. These updates are automatically deployed to non-production environments before automatically deployed to production. Release upgrades and update packages are cumulative, allowing to upgrade directly to latest release regardless of the version upgraded from.
Applications upgrades are performed during off hours but are typically unavailable to end-users during upgrade process. This duration varies on several factors including update type, number of updates, and application database size.
Tyler provides a dedicated Test environment for most application deployments. This environment is solely intended to install new updates for clients to familiarize themselves with new features and enhancements prior to installing to the Production environment.

| 46 | 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. | Tyler is committed to conserving natural resources through implementing environmental initiatives and facilitating sustainable behavior. Our operational focus areas include energy efficiency, renewable energy procurement, water conservation, and waste minimization. |
|---|---|---|

Tyler is committed to conserving natural resources through implementing environmental initiatives and facilitating sustainable behavior. Our operational focus areas include energy efficiency, renewable energy procurement, water conservation, and waste minimization.

We work to continually improve our awareness of our impacts, even as we grow. Our Environmental Task Force, comprised of multiple facility managers representing our divisional headquarters, organizes its work across three foundational pillars addressing our operational focus areas:

•  Energy-Optimized Operations - Ensuring energy efficient buildings and business operations through lighting, HVAC, insulation, power management, and renewable energy initiatives

•  Resource Efficiency - Saving and recycling resources including water, single-use waste, paper, and sustainable procurement initiatives

•  Green Planet Initiatives - Promoting environmental awareness through training, signage, office green team engagement, behavioral challenge programs, and biodiversity-related initiatives.

Each year, Tyler Technologies measures our GHG emissions and energy consumption. We actively seek ways to reduce our carbon footprint, improve energy efficiency, and transition toward renewable energy resources where available.

Tyler's greenhouse gas inventory is conducted in accordance with the World Resources Institute's (WRI) and World Business Council for Sustainable Development's (WBCSD's) GHG Protocol, including the GHG Protocol Corporate Accounting and Reporting Standard (Revised Edition), the Scope 2 Guidance and the Corporate Value Chain (Scope 3) Accounting and Reporting Standard.

Tyler Technologies is also invested in the management and reporting of e-waste, which is material to our industry and impacts the environment and our operations. The scope of the 2023 e-waste metrics has been expanded to account for an acquisition that was completed in 2021, leading to significant changes to e-waste numbers compared to previous years.

Tyler partners with Iron Mountain and other vendors to responsibly recycle e-waste and effectively divert it from landfills. In 2023, Tyler added 31 offices to the Iron Mountain program to consolidate waste management and reporting, including tracking over 62% of e-waste generated from our operations. Iron Mountain employs the U.S. Environmental Protection Agency's (EPA's) Waste Reduction Model (WARM) to estimate associated energy savings and carbon emissions avoidance. In 2023, this program enabled Tyler to recycle 66% of our equipment and remarket the remaining 34%. Mixed electronics, desktop computers, and portable electronic devices were our largest contributors by weight. Through the program, we avoided over 26 metric tons of GHG emissions in 2023, equivalent to preventing over 2,900 gallons of gasoline from being burned. In particular, our Yarmouth and Falmouth, Maine, offices recycled a total of 10,548 pounds of e-waste, saving more than 22,000 kilowatt-hours of electricity.

Tyler is committed to conserving natural resources and addressing environmental concerns. Through education and best practices, Tyler works to promote environmental sustainability through green planet initiatives, energy- optimized operations, and resource efficiency.

Green Planet Initiatives
•  Tyler's Environmental Task Force and office Green Teams educate, empower, and promote environmental sustainability.
•  Onsite electric charging stations and shuttle services between offices reduce Scope 3 GHG emissions.
•  Remote software implementation provides paperless solutions for clients, reduces carbon footprint by 22,000 metric tons of carbon, and eliminates unnecessary business travel.
•  Annual greenhouse inventories assess Scope 1 and 2 (direct) GHG emissions and analyze Scope 3 (indirect) emissions.

Energy-Optimized Operations
•  Energy consumption per employee is reduced by replacing incandescent lights with LED lights, adding window film to reduce heat gain, and installing light motion sensors.
•  Five out of seven of Tyler's main facilities are on renewable energy plans and enable local providers to procure renewable energy credits.
•  Commercial solar power generation and storage project at Tyler's Plano office generates cleaner energy and more than 450,000 kWh of energy per year.

Resource Efficiency
•  Rainwater harvesting, rain sensors, and high efficiency plumbing reduces water consumption.
•  Eliminating non-recyclable products and implementing recycling programs reduces office waste.
•  Purchase decisions evaluate and incorporate Energy Star rating and conversation value guidance.

| 47 | 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. | Our dedication to public sector and technology industry experts helps us provide the best products and services possible to help governments solve problems and strengthen communities. We're committed to world-class service by investing resources in transformative partnerships. |
|---|---|---|

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

Tyler has Technology Partners and a Tyler Platform Alliance program.

Tyler's technology collaborations provide products and services that complement each other. Our cooperative agreements allow us to focus on what we do best while providing our clients with the strongest solutions for asset management, business intelligence, custom forms and statements, GIS mapping, online payments, online purchasing, and more. Our active memberships in digital security organizations reinforce our commitment to providing Tyler staff and clients the highest level of data security.

Tyler's technology partners include – AWS, Cloud Security Alliance, ESRI, International Association of Privacy Professionals (IAPP) Infinite Campus, Microsoft

Tyler's Platform Alliance is a partner program for organizations to develop, market, sell and implement solutions based on Tyler Technologies platform products – Application Platform & Data & Insights.

| 48 | Describe your strategy related to ecosystem partners for additional functionalities or capabilities. | Our dedication to public sector and technology industry experts helps us provide the best products and services possible to help governments solve problems and strengthen communities. We're committed to world-class service by investing resources in transformative partnerships. |
|---|---|---|

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Tyler's Platform Alliance is a partner program for organizations to develop, market, sell and implement solutions based on Tyler Technologies platform products – Application Platform & Data & Insights.

| 49 | 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. | Tyler partners with businesses in this category to supplement offerings and services targeted at the public sector. Tyler would not be applicable for these certifications. |
|---|---|---|

| 50 | 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? | 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.

Solution areas:

Public Administration:
- Appraisal & Tax
- Civic Services
- ERP
- Land & Official Records
- Regulatory
- Outdoor Recreation

Courts & Public Safety
- Corrections
- Courts & Justice
- Public Safety

Health & Human Services
- Environmental Health
- Disability & Benefits

K-12 Education
- School ERP
- Student Information
- Student Transportation

Transformative Technologies
- Data & Insights
- Civic Experience
- Cybersecurity
- Payments
- Platform Technologies
- Productivity Tools

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.
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.
Our evergreen philosophy is a commitment to our clients.

- 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.

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.

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.

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.

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. |

| 51 | If applicable, how does your solution facilitate increased citizen engagement and feedback in public sector processes? | Tyler Technologies provides various software solutions tailored for the public sector, which can significantly enhance citizen engagement and feedback in governmental processes. Here's how some of their products facilitate this:<br><br>Online Portals: Tyler's software often provides robust online portals where citizens can access information, submit requests, and provide feedback on various government services, view bills and make payments. These portals streamline communication between citizens and government agencies, making it easier for citizens to engage with their local government.<br><br>Online Payment Systems: Tyler provides online payment solutions that allow citizens to conveniently pay bills, fees, and taxes online, increasing engagement and participation in government services.<br><br>Mobile Applications: Many of Tyler's solutions offer mobile applications, allowing citizens to engage with government services on-the-go. These apps often include features like reporting issues (e.g., potholes, graffiti) directly from a smartphone, providing feedback on public projects, or accessing important information about local events and services.<br><br>Data & Insights: This data-driven digital transformation accelerates innovation, data sharing, and transparency. It helps in engaging citizens with interactive visualizations, dashboards and reports.<br><br>Enterprise Permitting & Licensing: This platform allows citizens to apply for permits, plan reviews, licenses, and more, online at their convenience.<br><br>MyCivic 311 Mobile App: This application provides citizens with a platform to report non-emergency issues, communicate directly with city and county staff, get updates on reported issues, and be informed of local government news and events.<br><br>Municipal Justice: This software enables citizens to pay court obligations from anywhere, reducing foot traffic and wait times at the court.<br><br>ERP Financials & Utility Billing: These applications allows citizens to easily pay utility bills online, improving customer service and efficiency.<br><br>Online Dispute Resolution: An online dispute resolution tool that allows citizens to resolve disputes from anywhere at any time, without having to go to court.<br><br>These are just few of the many tools and applications Tyler Technologies markets to increase and facilitate citizen engagement. Each application is designed to streamline processes, increase transparency, and make it easier for citizens to interact with their local government. |
| 52 | How does your solution support digital transformation initiatives within the public sector, including cloud adoption, mobile access, and digital service delivery? | Tyler is focused on digital transformation initiatives among its client base and well suited to help guide modernization strategies and the adoption of updated technology that will help our clients better serve the public.<br>Tyler, the leader in public sector software, together with Amazon Web Services (AWS), the most flexible and secure cloud computing environment available today, sets the standard of public sector software in the cloud.<br>Cloud technology solutions enable all levels of government to be more connected, secure, flexible, scalable, and efficient. Tyler supports our clients' cloud journeys. In the cloud, governments become equipped to deliver future technologies that will strengthen Tyler's Connected Communities vision.<br>• Tyler's managed applications reduce the burden on client IT staff<br>• Costs are predictable for the term of the subscription<br>• Expenditures are lower overall compared to on-premises deployments<br>• Increased remote access capabilities enable secure and flexible work arrangements from any internet connection, anywhere, anytime<br>• Solutions run on AWS, built to guard against outages and incidents<br>• Connectivity to applications is secured through market-leading authentication platforms<br>• Client data is backed up and retained using federally compliant standards<br>• Tyler's employees, skilled in the latest cloud technologies, provide 24/7 monitoring for infrastructure, performance, and security<br><br>With Tyler's cloud solutions, our clients are able to accomplish greater goals with increased system availability, improved response times and data reliability without the maintenance. More than 11,500 Tyler clients leverage our cloud-based solutions and more than 6.4 million users rely on Tyler's e-service solutions to make payments, file court documents, submit permits, and interact with government.<br>Tyler's collaboration with AWS helps to deliver better experiences for residents and further enables the public sector to use data as a strategic asset in the design, management, and delivery of programs. Adoption of key AWS services lays the groundwork for future cloud services in response to government and public sector needs. Tyler and AWS deliver efficient applications for governments and provide the benefits of the world's most broadly adopted public cloud to Tyler clients.<br>Mobile Options:<br>Tyler provides applications across multiple platforms, including mobile and touch screen tablets, offering end-users with on-the-go access from virtually anywhere. Responsive web applications automatically orient screen layout for optimal user experience, whether accessed from a desktop monitor or smartphone. Native mobile apps leverage device resources such as GPS or camera; and integrated store-and-forward functionality allow the use of apps without a data connection, and automatically syncs when back online. Many of the back-office browser applications are also accessible from mobile devices, and some are even optimized for touch providing near identical functionality regardless of the platform or device used. |

## Table 9A: 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* |
|---|---|---|
| 53 | 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. |
| 54 | 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. |
| 55 | 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. |
| 56 | 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?<br><br>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. |
| 57 | 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. |
| 58 | 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.<br>Tyler Services: In the event Tyler provides services not in accordance with appliable industry standards, Tyler will reperform those services at no additional cost to the client.<br>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. |
| 59 | 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 possibly be leveraged through those 3rd Party providers. |

## Table 9B: Performance Standards or Guarantees

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

| Line Item | Question | Response* |
|---|---|---|
| 60 | Describe any performance standards or guarantees that apply to your services | At Tyler Technologies, our goal is to have enthusiastic customers for life. And we're constantly making investments in our technology, business operations and customer service to ensure that we're providing an outstanding customer experience that's second to none. Tyler offers a complete solution of customer support services provided by our in-house experts.<br>To best assist clients, we triage and monitor support cases by priority. The case priority is based on the customer's needs and deadlines. Priority identifies the impact of the issue and sets expectations for support and the customer. Tyler adheres to an established SLA and support call process with resolution targets aligned with incident priority.<br>In terms of software performance and benchmark testing:<br>Tyler has a dedicated Performance Testing department and lab. Automated testing is performed across three primary testing areas: performance, load, and stress testing.<br><br>• Performance Testing validates speed, scalability, and/or stability of the system. This allows Tyler to determine current capacity of the software and ensure most performance issues are resolved prior to software releases and updates. Performance testing also aids in determining precise hardware requirements and configurations.<br><br>• Load Testing validates the system's performance under normal or peak workload (e.g., number of transactions, concurrent user sessions). Testing modules are created to include common tasks that may be run daily by clients to simulate a typical workload. All workloads are run simultaneously to simulate client usage.<br><br>• Stress Testing validates the system's performance/behavior when pushed beyond normal/peak workloads. In addition, hardware failures simulations are included in these tests to evaluate bottlenecks and identify potential causes of the failure.<br><br>Tyler utilizes a variety of client footprints to represent various configurations that make up our client base. These configurations range from consolidated environments running 1-2 modules to distributed systems running the entire application suite.<br><br>There are no performance limitations of Tyler solutions and reasonable response times should be expected. Due to variety of factors that can affect the response time of the system, response times or performance levels for all functions cannot be strictly guaranteed.<br><br>Tyler development and cloud operation departments make consistent efforts to monitor and improve system responsiveness based on user feedback, and work to guarantee benchmark performance at optimal levels for a wide range of municipalities and usage patterns large and small. Tyler's experienced professional services team can provide tailored recommendations specific to client business processes to optimize performance and user experience.<br><br>Tyler Technologies warrants its service to its standard service level agreement (SLA). The SLA defines service availability (% of uptime), and recovery point objective (RPO) and recovery time objective (RTO) for Tyler cloud solutions.<br><br>If a client is unable to access Tyler applications for any reason, opening a support ticket is all that is required to report, and track downtime counted against Tyler's SLA.<br><br>For more details, refer to the included sample Service Level Agreement. |
| 61 | Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.) | Tyler's support services are documented in our current Support Call Process (Schedule 1 to Exhibit C of Tyler's LSA and SaaS agreements). Tyler's Service Level Agreement (Exhibit C to Tyler's SaaS agreement) outlines the information technology service levels that we provide to our clients to ensure the availability of the application services requested. |

| 62 | Describe your data integrity and protection standards, data backup, recovery, and secure storage solutions. | Tyler applications use a combination of database constraints and robust application-level business logic to ensure data integrity. |
|---|---|---|
| | | 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. |
| | | Finally, 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. |
| | | Tyler solutions run on AWS state of the art data centers using innovative architectural and engineering approaches. Amazon has many years of experience in designing, constructing, and operating large-scale data centers. This experience has been applied to the AWS Cloud. |
| | | AWS builds to guard against outages and incidents, and accounts for them in the design of their services; so, when disruptions do occur, their impact on customers and the continuity of services is as minimal as possible. AWS data centers operate in alignment with Tier III+ guidelines. More information regarding Uptime Institute guidelines employed can be found at: https://aws.amazon.com/compliance/uptimeinstitute/. |
| | | As part of Tyler's defined business continuity plan, full server snapshots are replicated across multiple Availability Zones. Availability Zones consist of one or more discrete data centers, each with redundant power, networking, and connectivity, and housed in separate facilities. They are connected to each other with fast, private fiber-optic networking, providing automatic fail-over for minimal disruption. Tyler employs a FIPS-compliant enterprise backup solution certified for CJIS and GovCloud use. Data transfer and storage is encrypted as defined in FIPS140-2 and FIPS140-3 standards over private connections within the AWS network. Backup of client production data occurs nightly and are retained as defined by application-specific retention policies. Data restoration requests must be submitted through the standard support ticketing process by client approved personnel only. |
| | | Tyler Technologies warrants its service to its standard service level agreement (SLA). The SLA defines service availability (% of uptime), and recovery point objective (RPO) and recovery time objective (RTO) for data centers used for Tyler SaaS hosting. Tyler's business continuity plan is tested annually, and backup restore tests are performed weekly. Further information regarding Tyler's business continuity plan can be found in Tyler's most recent Type 2 Service Organization Controls No. 2 (SOC 2) report. |
| | | Tyler cloud solutions run on Amazon Web Services (AWS), the global leader in public cloud. Applications and data run across multiple Availability Zones for redundancy and business continuity. US client data is stored/backed up in multiple AWS US Regions. Canadian client data is typically stored in an AWS Canada Region. |
| | | Tyler's robust data security and privacy protocols are utilized to maintain a safe and secure environment for Tyler's SaaS Services. To that end, Tyler agrees to comply with all federal and state laws and regulations on security and privacy that are applicable to the services Tyler is required to provide pursuant to an agreement resulting from this procurement. Tyler has defined security control processes in place audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. In addition, Tyler has attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent. More information on Tyler Industry & Regulatory Compliance, including how to obtain a copy of Tyler's SOC Report, can be found at: https://www.tylertech.com/about-us/compliance. |
| | | Tyler's dedicated application security team is 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 lifecycle. In addition, Tyler's application security team executes manual assessments on Tyler products using a testing methodology based upon the OWASP Testing Framework. Additional industry standard security measures include in-transit and at rest data encryption, role-based access control based on NIST standards, and industry standard organizational and physical security controls. Tyler cloud solutions run on Amazon Web Services (AWS), the global leader in public cloud. The AWS Security Center provides up-to-date information on AWS audits by independent third-party auditors. |
| | | These controls have met the needs of more than 8800 public sector organizations and 5.1 million users using Tyler cloud solutions. Any system security requirements must be mutually agreed to by Tyler and the Client. |
| 63 | What are your policies and governance features regarding large language models and generative AI? | Tyler is committed to the responsible use of AI and delivering solutions built on ethical principles aligned with our core values: Open, Inspectable, and transparent. |
| | | 1. Accountability: We hold ourselves accountable for the ethical development, deployment, and usage of AI technologies, ensuring that all decisions and actions related to AI are transparent, traceable, and subject to review. |
| | | 2. Integrity: We conduct all AI-related activities with integrity and honesty, and are transparent about how AI technologies are developed, deployed, and used, providing clear explanations of AI-driven decisions and ensuring that stakeholders have access to information about the ethical considerations and impacts of AI. |
| | | 3. Focus: We maintain a focus on the ethical implications and societal impacts of AI technologies, prioritizing the well-being and interests of individuals and communities in all AI-related decision-making processes. |
| | | 4. Inclusion: We promote diversity and inclusion in the development and usage of AI technologies by prioritizing fairness and equity in the design and implementation of AI systems, taking measures to mitigate biases, and ensuring AI systems are designed to serve the needs of all individuals, regardless of their backgrounds, identities, or characteristics. |
| | | 5. Community: We contribute to the broader community by fostering collaboration and knowledge sharing, and by respecting user privacy and protect personal data in all AI-related activities, adhering to strict data protection standards and regulations to safeguard the confidentiality and security of individuals' information. |
| | | 6. Growth: We embrace opportunities for growth and learning in AI ethics and best practices, investing in the professional development of our employees and promoting continuous improvement in our approach to ethical AI usage. |
| 64 | User Accessibility: How does your software ensure accessibility for all users, including those with disabilities, in compliance with standards? | Tyler applications intended for external users to our clients such as applicants, employees, retirees, residents, and vendors are designed using standards to support ADA accessibility requirements. Front-end UX components adhere to Web Content Accessibility Guidelines (WCAG) 2 A-AA compliance. Quality Assurance teams leverage several tools to validate compliance during development and testing including screen readers. Tyler continues to monitor Section 508, ADA, & WCAG compliance as a focal point of development activities. |

**Table 10: Payment Terms and Financing Options**

| Line Item | Question | Response.* |
|---|---|---|
| 65 | Describe your payment terms and accepted payment methods. | 45 days following invoice date. Tyler accepts payment through ACH/EFT as well as credit cards and checks. |
| 66 | Describe any leasing or financing options available for use by educational or governmental entities. | 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. |
| 67 | Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response. | Tyler expects to use the standard Tyler contract applicable to each individual procurement in substantially the same form as those submitted with our proposal as they contain language specific to the software industry, such as license grant and intellectual property infringement. Tyler has included our standard License and Services Agreement ("LSA"), SaaS Agreement, Payment Processing Agreements, Commercial Terms, Data & Insights Terms, Disbursements Agreement, Recreation Management SaaS Agreement, and Platform Solutions Division Terms for reference. Exhibit C of Tyler's LSA includes our standard Maintenance and Support Agreement. Exhibit C of Tyler's SaaS agreement includes our Service Level Agreement. Exhibit D of Tyler's standard LSA and SaaS agreements include the various End User License Agreements that are applicable for the use of certain Tyler Software. |
| 68 | 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 Sourcewell Price and Product Change Request Form.

| Line Item | Question | Response * |
|---|---|---|
| 69 | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell 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. | Tyler provides a broad range of best in class software solutions developed exclusively for the public sector. Additionally, Tyler offers 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. The majority of Tyler's clients choose to host their solutions in the cloud. Tyler's subscription based pricing lowers the cost of entry by eliminating large up-front fees and spreading costs over time. 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 Sourcewell members will clearly show the MSRP and the applicable Sourcewell 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 client's proposal that are not listed as Tyler Software Licenses or Tyler Software Subscription. Tyler has provided detailed pricing schedules and the overall discount structure for the applications included in this response. 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 its prospects and clients to best understand their needs and propose services and solutions to appropriately serve their needs. Tyler's quotes to our customers will clearly present the actual list price and proposed discounts that have been expressed in Tyler's proposal. |
| 70 | 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. | Tyler will discount then-current pricing by 10% for software licenses and SaaS fees for the initial term. Tyler's Data & Insights SaaS product offering fees will be discounted by 5% for the initial term. Cybersecurity services will also be discounted by 5%. Tyler's application platform solution This discount does not extend to transactional-priced applications, services pricing, (implementation-focused training, project management, product development services, service subscriptions), software maintenance, renewals, or hardware. |
| 71 | Describe any quantity or volume discounts or rebate programs that you offer. | Much of Tyler's pricing is based on a volume discount pricing construct. With an increase in the purchase amounts of licenses or users in our subscription-based pricing, the cost per license/user decreases. Clients may also choose to purchase a site license for many of our subscription arrangements which allows innumerable amounts of users access to Tyler's solution and is an appropriate and cost-savings approach for many of Tyler's clients. |
| 72 | 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. | Not applicable to the products and services offered by Tyler. |
| 73 | 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. | Elements associated with the cost of acquisition will be detailed on the quote and further supported by commentary on the quote and within the contract. |
| 74 | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program. | Freight, delivery or shipping are additional costs and not covered by the Sourcewell agreement. All associated costs will be detailed in the clients proposal |
| 75 | 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 Sourcewell agreement. All associated costs will be detailed in the clients proposal |
| 76 | 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 |
|---|---|---|
| 77 | 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 * |
|---|---|---|
| 78 | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell.<br><br>This process includes ensuring that Sourcewell 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 Sourcewell.<br><br>Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. | Tyler has a quoting tool that has been programmed to factor in automated discount minimums when sales resources are generating quotes associated with Sourcewell. The tool appropriately 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 compliance. In CRM all quote components can be generated to pull all previous quarter activity to be reviewed and analyzed for compliance by sales, finance, and legal resources. |
| 79 | 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. | Tyler has been a longtime partner of Sourcewell and past benchmarks will immediately inform current contract success. As stated earlier in Tyler's response, the mix of divisional usage has broadened substantially over the duration of Tyler's contract term and Tyler will continue to work to increase divisional usage. Tyler will monitor revenue growth, new client adoption, usage by rep, specific product procurement trends, and new territory expansion. |
| 80 | Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell 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.<br><br>(See the RFP and template Contract for additional details.) | Tyler is proposing a 2% admin fee on the contracted value of the first year of on-premise software licenses costs and software-related SaaS fees. |

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

Proposers including solutions offered within the scope of Categories 1, 2, 3, and 4 within its singular proposal must designate they are seeking award in **Category 5** in the Sourcewell Procurement Portal. Proposers seeking award in Category 1, 2, 3, or 4, as defined herein must make that designation below. Proposers may only receive an award within the Category(-ies) they designate. Sourcewell reserves the right to re-categorize any designation as it deems appropriate.

| Line Item | Category Selection | Offering * |
|---|---|---|
| 81 | Category 1: Core Administrative Systems | ⦿ Yes<br>○ No |
| 82 | Category 2: Education and Public Sector Information and Work Management | ⦿ Yes<br>○ No |
| 83 | Category 3: Asset and Risk Management | ⦿ Yes<br>○ No |
| 84 | Category 4: Public Engagement and Specialized Services | ⦿ Yes<br>○ No |
| 85 | Category 5: Integrated Enterprise Solutions | ⦿ Yes<br>○ No |

**Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types of software are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 1 will be submitting in the broad category that includes Core Administrative Systems. See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

| Line Item | Category or Type | Offered * | Comments |
|---|---|---|---|
| 86 | Human Resources Software | ⦿ Yes<br>○ No | Tyler offers comprehensive Human Resource software solutions which include but are not limited to:Tyler's Enterprise ERP, ERP Pro, School ERP Pro, Time & Attendance, Absence & Substitutes, and Workforce Case Management solutions |
| 87 | Financial Performance, Spend, or Expense Management Software | ⦿ Yes<br>○ No | Tyler offers comprehensive Financial Software which include but are not limited to: Tyler's Enterprise ERP, ERP Pro, School ERP Pro, ACFR Statement Builder, Priority-Based Budgeting, Data & Insights |
| 88 | Accounts Payable, Accounts Receivable, Billing, or Revenue Collection Solutions | ⦿ Yes<br>○ No | Tyler offers comprehensive Accounts Payable, Accounts Receivable, Billing and Revenue Collection solutions which include but are not limited to: Tyler's Enterprise ERP, ERP Pro, School ERP Pro & Payments, Cashiering, Disbursements, Revenue Mangement (Utility Billing, RE/PP Tax, General, Permitting & Licensing, Courts & Public Safety collections. |
| 89 | Procure-to-Pay and Contract Management Systems | ⦿ Yes<br>○ No | Tyler offers comprehensive Procurement solutions which include but are not limited to: Tyler's Enterprise ERP, ERP Pro, School ERP Pro, AP Automation, Req & PO solutions, integrated content management, |

**Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types of software are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 2 will be submitting in the broad category that includes Education and Public Sector Information and Work Management. See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

| Line Item | Category or Type | Offered * | Comments |
|---|---|---|---|
| 90 | Student Information System (SIS) | ⦿ Yes ◯ No | Tyler offers a broad suite of solutions devloped for K-12 Education including by not limited to: School ERP Pro, Absence & Substitue, Student Tranportation, and SIS K-12 for Missouri. |
| 91 | Learning Management System (LMS) | ⦿ Yes ◯ No | Tyler offers LMS features within its ERP solutions. |
| 92 | Work Management Software | ⦿ Yes ◯ No | Tyler incorporates work management features into core applications, including but not limited to: Role tailored dashboards, workflow, robust reporting, scheduling. |
| 93 | Enterprise Content Management/Records Management | ⦿ Yes ◯ No | Tyler offers robust records mangement and content management offerings. |
| 94 | Enrollment Management Systems | ⦿ Yes ◯ No | Tyler offers comprehensive benefit enrollment management systems. |

**Table 17: Category 3 - Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types of software are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 3 will be submitting in the broad category that includes Asset and Risk Management. See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 17: Category 3 - Depth and Breadth of Offered Equipment Products and Services

| Line Item | Category or Type | Offered * | Comments |
|---|---|---|---|
| 95 | Computerized Maintenance Management System (CMMS) | ⦿ Yes ◯ No | Tyler offers comprehensive CMMS solutions. |
| 96 | Facility Management Software | ⦿ Yes ◯ No | Tyler offers Facility Management solutions. |
| 97 | Energy Management Software | ⦿ Yes ◯ No | Tyler offers a comprehensive offerings for Utilities Billing & Asset Management. |
| 98 | Insurance and Risk Management | ◯ Yes ⦿ No | |
| 99 | Environmental, Health, and Safety (EHS) management | ⦿ Yes ◯ No | Tyler offers broad and comprehensive Civic Services solutions which include but are not limited to: Environmental Health, Enterprise Permitting & Licensing software, Fire Prevention Software, Community Development, Business Management and Asset & Citizen Request software and services. |

**Table 18: Category 4 - Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types of software are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 4 will be submitting in the broad category that includes Public Engagement and Specialized Services . See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 18: Category 4 - Depth and Breadth of Offered Equipment Products and Services

| Line Item | Category or Type | Offered * | Comments |
|---|---|---|---|
| 100 | Court, Corrections, and Justice System | ⦿ Yes ◯ No | Tyler offers broad and comprehensive solutions which include but are not limited to: Justice Plus, Municipal Justice, Municipal Jury Manager, Online Dispute Resolution, Enterprise Justice, eFile & Serve, Guide & File, Civil Process, Enterprise Corrections, Electronic Warrants, Enterprise Jury Manager, Enterprise Supervision, Correction Solutions, Agency Intelligence, Enforcement Mobile, Public Safety Pro, Fire Prevention Mobile, Enterprise Public Safety |
| 101 | Municipal Services, Inspections, Licensing, Grants, Tax, and Permitting Management Solutions | ⦿ Yes ◯ No | Tyler offers broad and comprehensive solutions which include but are not limited to: Enterprise Permitting & Licensing, Enterprise Environmental Health, Enterprise Asset Management, Enterprise Service Requests, Enterprise Assessment & Tax, Assessment & Tax Pro, Assessment & Tax Plus, Property & Recording Insights, Appraisal Services, Enterprise Records Management, Enterprise ERP, ERP Pro, School ERP Pro. |
| 102 | Parks and Recreation Software | ⦿ Yes ◯ No | Tyler offers broad and comprehensive solutions focused on Outdoor Recreation and Parks & Recreation solutions |
| 103 | Citizen Relationship/Engagement Management | ⦿ Yes ◯ No | Tyler offers comprehensive Citizen Relationship/Engagement Management solutions including but not limited to robust customer focused portals, Data & Insight solutions focused on transparency and resident engagement, Civic Portfolio offerings. |

## Table 19: Category 5 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of software are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 5 will be submitting in the broad category that includes Integrated Enterprise Solutions. See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 19: Category 5 - Depth and Breadth of Offered Equipment Products and Services

| Line Item | Category or Type | Offered * | Comments |
|---|---|---|---|
| 104 | Comprehensive suites that encompass Enterprise Resource Planning (ERP) and at least one solution from EACH category 1-4 above | ⦿ Yes<br>○ No | Tyler offers a broad and comprehensive suite of solutions as part of Tyler's Civic Portfolio, ERP Portfolio, Property & Recording Portfolio, Courts & Public Safety Portfolio, K-12 Education, Outdoor Recreation, Regulatory and Tyler one Portfolio. |

## Table 20: Depth and Breadth of Offered Equipment Products and Services

| Line Item | Question | Response * |
|---|---|---|
| 105 | Provide a detailed description of the equipment, products, and services that you are offering in your proposal. | Tyler is offering broad and comprehensive innovative software, services and hardware that is necessary to operate Tyer's software solutions. Our software offerings are broken down into distinct solution groups.<br>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.<br><br>Public Administration<br><br>Civic Portfolio -<br><br>Enterprise Permitting & Licensing<br>Enterprise Service Requests<br>Enterprise Asset Management<br>Parks & Recreation<br><br>ERP Portfolio<br><br>Workforce Case Management<br>Time & Attendance<br>ERP Pro<br>Enterprise ERP<br>Assets Mobile & Inventory Mobile<br>Enterprise Forms<br>Priority Based Budgeting<br>ACFR Statement Builder<br><br>Property & Recording Portfolio<br><br>CA Valuation<br>Appraisal Services<br>Assessment & Tax Plus<br>Enterprise Records Management<br>Enterprise Assessment & Tax<br>Assessment & Tax Pro<br><br>Regulatory Portfolio<br><br>State Regulatory Platform<br>Regulatory Licensing & Permitting<br>Cannabis Licensing<br>Firearms POC Background Check<br>Enterprise State Regulatory<br><br>Outdoor Recreation Portfolio<br><br>Recreation Licensing<br>Parks & Recreation<br>Recreation Management<br><br>Courts & Public Safety<br><br>Justice Portfolio<br><br>CSI<br>Justice Plus<br>Municipal Justice<br>Municipal Jury Manager<br>Online Dispute Resolution<br>Enterprise Justice<br>eFile & Serve<br>Guide & File<br>Civil Process<br>Enterprise Corrections<br>Electronic Warrants<br>Enterprise Jury Manager<br>Enterprise Supervision<br>Correction Solutions<br><br>Public Safety Portfolio<br><br>Agency Intelligence<br>Enforcement Mobile<br>Public Safety Pro<br>Fire Prevention Mobile<br>Enterprise Public Safety<br><br>K-12 Education |

|  |  | Schools Portfolio<br><br>School ERP Pro<br>Absence & Substitute<br>Student Transportation<br>Telematic GPS<br>Tyler Drive<br>Onboard iPaaS<br><br>Tyler One Portfolio<br><br>Application Platform<br>My Civic<br>Engagement Builder<br>Content Hosting<br>Statewide Digital Solutions<br>Open Data Platform<br>Disbursements<br>Data Collect Mobile<br>Data & Insights<br>Cashiering<br>Cybersecurity<br>Hub<br>Identity<br>Meeting Manager<br>Notify<br>Payments |
|---|---|---|
| 106 | Equipment and accessories related to the offering of systems or solutions described in subsections categories 1-5 above, including but not limited to, hardware, peripherals, and accessories | Tyler supplies hardware that supports operation of Tyler's software solutions.Hardware offerings include but are not limited to: POS cashiering hardware and components, Time Clocks, vehicle tablets, telematics devices, bar code printers, kiosk, mobile printers, mobile docking stations, asset label printers, scanners and related accessories. |
| 107 | Services related to the offering of systems or solutions described in categories 1-5, including, but not limited to, hosting, cloud migration, modernization, customization, integration, implementation, installation, maintenance, training, data collection, import, export and backup, record-keeping and reporting, mobile, cloud, and web-based applications or platforms, customer service, auditing, compliance, security, and technical and user support | Tyler offers a broad array of services to support installation, deployment, implementation, project management, software support and maintenance, data conversion, customization, integration, hosting, managed, upgrade, Cybersecurity, and training services. |

**Table 21: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 108. NOTICE:** To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

| Do you have exceptions or modifications to propose? | Acknowledgement * |
|---|---|
|  | ⦿ Yes<br>○ No |

**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."

- Pricing - Tyler Techologies Pricing - Sourcewell - 2024.zip - Thursday June 13, 2024 08:59:31
- Financial Strength and Stability - 2023_Tyler_Technologies_Annual_Report.pdf - Tuesday June 11, 2024 09:29:55
- Marketing Plan/Samples - Marketing Samples.pdf - Wednesday June 12, 2024 06:02:00
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- Standard Transaction Document Samples - Tyler Agreements.zip - Thursday June 13, 2024 08:22:19
- Requested Exceptions - RFP_060624_Software_Solutions_ Public_Sector_Ed_Admin_Contract_Template Tyler Redline Exceptions 053124.pdf - Wednesday June 12, 2024 06:03:03
- Upload Additional Document - Tyler Technologies _Sourcewell Pricing_Discount Summary_.pdf - Wednesday June 12, 2024 16:05:51

**Addenda, Terms and Conditions**

**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 Sourcewell 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 Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell 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 Sourcewell 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:
    1. 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;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. 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. - Tina Mize, Group General Counsel, 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 obligations contemplated in the solicitation proposal.

◌ 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 17 Software Solutions RFP 060624**<br>Mon June 3 2024 10:31 AM | ☑ | 1 |
| **Addendum 16 Software Solutions RFP 060624**<br>Thu May 30 2024 10:38 AM | ☑ | 4 |
| **Addendum 15 Software Solutions RFP 060624**<br>Tue May 28 2024 02:32 PM | ☑ | 2 |
| **Addendum_14_Software_Solutions_RFP_060624**<br>Fri May 24 2024 03:00 PM | ☑ | 4 |
| **Addendum_13_Software_Solutions_RFP_060624**<br>Tue May 21 2024 04:25 PM | ☑ | 1 |
| **Addendum_12_Software_Solutions_RFP_060624**<br>Mon May 20 2024 06:33 PM | ☑ | 1 |
| **Addendum 11 Software Solutions RFP 060624**<br>Fri May 17 2024 03:19 PM | ☑ | 2 |
| **Addendum 10 Software Solutions RFP 060624**<br>Thu May 16 2024 01:38 PM | ☑ | 4 |
| **Addendum 9 Software Solutions RFP 060624**<br>Tue May 14 2024 03:18 PM | ☑ | 2 |
| **Addendum 8 Software Solutions RFP 060624**<br>Thu May 9 2024 12:50 PM | ☑ | 1 |
| **Addendum 7 Software Solutions RFP 060624**<br>Wed May 8 2024 01:39 PM | ☑ | 1 |
| **Addendum 6 Software Solutions RFP 060624**<br>Tue May 7 2024 12:00 PM | ☑ | 2 |
| **Addendum 5 Software Solutions RFP 060624**<br>Fri May 3 2024 01:56 PM | ☑ | 1 |
| **Addendum 4 Software Solutions RFP 060624**<br>Thu May 2 2024 12:30 PM | ☑ | 1 |
| **Addendum 3 Software Solutions RFP 060624**<br>Tue April 30 2024 03:17 PM | ☑ | 1 |
| **Addendum 2 Software Solutions RFP 060624**<br>Mon April 22 2024 02:21 PM | ☑ | 1 |
| **Addendum 1 Software Solutions RFP 060624**<br>Fri April 19 2024 02:53 PM | ☑ | 1 |