RESOLUTION NO. R-2013-115

A RESOLUTION OF THE CITY COMMISSION OF THE
CITY OF HOLLYWOOD, FLORIDA, AUTHORIZING THE
APPROPRIATE CITY OFFICIALS TO EXECUTE   THE
ATTACHED   AGREEMENT   BETWEEN   TYLER
TECHNOLOGIES INC. AND THE CITY OF HOLLYWOOD
FOR THE PURCHASE OF A UTILITY BILLING SYSTEM
AND RELATED SOFTWARE AND SERVICES IN THE
ESTIMATED   AMOUNT   OF $650,000.00,   WHICH
INCLUDES THE FIRST YEAR OF MAINTENANCE AND
DISASTER RECOVERY SERVICE, AND SUBSEQUENT
YEAR'S   MAINTENANCE AND DISASTER RECOVERY
SERVICE FEES IN THE ESTIMATED AMOUNT OF
$91,000; AND   APPROVING AN AMENDMENT TO THE
FISCAL YEAR 2013 CAPITAL IMPROVEMENT PROGRAM,
AS SET FORTH IN THE ATTACHED EXHIBIT A.

WHEREAS, the City of Hollywood implemented the current Utility Billing
System in December, 1999; and

WHEREAS, the current Utility Billing System was developed in dated
technology and is not user friendly or as efficient as the newer developed systems; and

WHEREAS, this request is to acquire a Browser based Utility Billing
System utilizing one of the defacto industry standard database engines (Microsoft
Sequel Server); tightly integrated with Microsoft products for ease of reporting and
providing financial information, providing user customizable screens to facilitate and
improve customer service; providing easy access to customer billing; account, payment
and consumption information, tracking meter types, sizes and inventory; including a
Cashiering module for handling payment transactions; a Citizen Self Service module
enabling residents to check consumption and make payments online over the internet;
a Work Order module to track the status of work orders; and maplink GIS integration
module that will work with the City's GIS system; and

WHEREAS, with the transition of the Utility Billing system to the Public
Utilities Department, it was determined the implementation of a new Utility Billing
System would facilitate the transition; and

WHEREAS, on October 15, 2012, the City of Mesquite, Texas awarded
their RFP Number 2012-081 for Software and Implementation Services for Enterprise
Resource Planning (ERP) System to Tyler Technologies, Inc., for a one (1) year period
which will renew automatically for additional one year periods at Tyler's then-current
Maintenance fees unless terminated in writing by either party at least fifteen (15) days prior
to the end of the then-current term; and

1

WHEREAS, Section 38.40 (C)(5) of the Purchasing Ordinance allows the Director to procure, without following formal procedures, all goods and services which are subject of contracts with the state, its political subdivisions, the United States government, other governmental entities, or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof, provided however, the goods and services are: (i) the subject of a price schedule negotiated by the state or the United States government, or (ii) the subject of a contract with another governmental entity or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof, which contract is based strictly on competitive bids or competitive proposals and not on any preference; and

WHEREAS, the initial cost of the Utility Billing System is $650,000.00 which includes the first year of maintenance and Disaster Recovery Services and the City will incur annual maintenance cost of approximately $91,000.00 annually with an annual percentage increase of 3% for years 2 through 5 and a 5% increase in maintenance for years 6 through 10; and

WHEREAS, the Director of Public Utilities, the Director of Information Technology and the Director of Procurement Services recommend the City Commission approve the execution of the attached agreement with Tyler Technologies, Inc., for Utility Billing and related software and services, which is a Browser Based system utilizing the latest Microsoft technology; and

WHEREAS, it is necessary to amend the approved Fiscal Year 2013 Capital Improvement Program, as set forth in Exhibit A; and

WHEREAS, the account numbers will be established by the Department of Financial Services;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA:

Section 1: That it hereby approves and authorizes the execution, by the appropriate City Officials, of the attached agreement between Tyler Technologies, Inc. and the City of Hollywood for the purchase of a utility billing system and related software and services in the estimated amount of $650,000.00, together with such nonmaterial changes as may be subsequently agreed to by the City Manager and approved as to form and legality by the City Attorney.

Section 2: That it hereby approves an amendment to the approved Fiscal Year 2013 Capital Improvement Program, as set forth in the attached Exhibit A.

Section 3: That this resolution shall be in full force and effect immediately upon its passage and adoption.

RESOLUTION TO PURCHASE TYLER TECHNOLOGIES, INC., UTILITY BILLING SYSTEM

PASSED AND ADOPTED this _/7_ day of ___July___, 2013.

PETER BOBER, MAYOR

ATTEST:

PATRICIA A. CERNY, MMC, CITY CLERK

APPROVED AS TO FORM AND LEGALITY
For the use and reliance of the
City of Hollywood, Florida, only.

JEFFREY P. SHEFFEL, CITY ATTORNEY

3

EXHIBIT A
DEPARTMENT OF PUBLIC UTILITIES CAPITAL IMPROVEMENT PLAN

FUND 42 - Water and Sewer

		TRANSFER FROM		
	Account Number	*Account/Project Name*		*Amount*
2013	42.1200.00000.247.210000	WSRRI Reserves	$	(650,000.00)
		Amount to be Transferred	$	(650,000.00)
		TRANSFER TO		
2013	42.4000.xxxxx.536.00xxxx	Utility Billing System	$	650,000.00
		Amount Transferred In	$	650,000.00
Net Adjustment to the Fund			$	-

Explanation:

Funds are available from the Water & Sewer Renewal, Replacement and Improvement Reserves to be used to purchase a Utility Billing System.

CITY OF HOLLYWOOD, FLORIDA

PROCUREMENT SERVICES DIVISION

Piggybacking Request Form
(Use for purchase(s) over $10,000, when piggybacking off other contracts)

Date <u>04/15/13</u>

Department/Office <u>Public Utilities</u>   Division/Area _____

Contact Person <u>Steve Joseph</u>   Title <u>Director</u>

Phone <u>x4455</u>   Email <u>sjoseph@hollywoodfl.org</u>

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1. Requested Vendor <u>Tyler Technologies</u>   Vendor Number _____

Address <u>900 Ridgefield Drive, Raeligh, NC 27609</u>

Contact Person <u>Tim Vickers</u>   Title <u>Senior Account Executive</u>

Phone <u>919.744.5885</u>   Email <u>tim.vickers@tylertech.com</u>

2. Contracttitle requesting to piggyback?<u>ERP</u>

    Awarding Agency <u>Mesquite, Texas</u>

    Contract Expiration Date _____

    Copy of Contract and Awarding Agency documentation is attached.
                                            ☒ Yes ☐No

3. Product/Service being requested (be specific).<u>The current Utility Billing System was implemented in 1999 utilizing technologies that are obsolete in comparison to today's technology. The current system is very difficult to learn since it uses old "green screen" technology and many codes and menus. This request is to acquire a Browser based Utility Billing System utilizing one of the defacto industry standard database engines (Microsoft Sequel Server), and, which is tightly integrated with Microsoft for ease for reporting and providing financial information. The Utility Billing System is developed by Tyler Technologies and is utilized in many cities and counties.</u>

4. Detailed description of the products/services function and purpose.The products include the Utility Billing module for billing customers and tracking meters, consumption and payments. It will include all the customer information for billing and notifications, size and meter types, water consumption and payment history. Cashiering module for handling payment transactions; Citizen Self Service module, enabling residents to check their consumption and make payments on line over the Internet; Work Order module to track the status of work orders and a maplink GIS Integration module that will work with the City's GIS system.

5. Please explain what process the Department/Office took to verify and/or identify this contract. Staff contacted Debbi Mol from the City of Mesquite.

6. Were alternative contracts evaluated to determine that the City is obtaining the most advantageous contract pricing for the required product/service?

☐ Yes ☒ No

Please explain While Tyler had many contracts, the City of Mesquite is a city that compares closely to the City of Hollywood in both population (over 139,000 residents) and the number of water accounts billed (about 40,000).

7. Total cost of the requested product/service.Approximately $650,000

8. Total estimated annual (fiscal year) cost of requested product/service.$91,000

   Account Number(s) To be created

9. Is this product/service covered by a warranty? ☒ Yes ☐ No

   If yes, please attach a copy of the warranty details.

10. Would this purchase(s) result in the potential of future purchases for related products/services being restricted to a particular vendor or create a specific vendor as sole source provider for related items?

   ☒ Yes☐ No

   If yes, please describe the related products/services and estimated cost(s.)While this purchase could lead to future potential purchases, the City is under no obligation to purchase any additional modules. That determination will be made by the Finance Director at a much later date.

11. Would this purchase(s) result in any future maintenance costs which are not included in the initial purchase?

   ☒ Yes☐ No

   If yes, please attach a draft maintenance plan which includes cost estimates and funding source(s.)The future maintenance costs are included in the proposal. Future maintenance costs will be about $91,000 annually.

12. Is this a grant related purchase?☐ Yes ☒No

   If yes, please provide details (timeline, expiration dates, milestones, special procurement requirements, etc.)_____

Will this require matching funds?☐Yes ☒No

What is the grant source? _____

What is the grant (dollar) amount? _____

13. Please complete an advanced search of the vendor recommended for award on the Federal Government's Excluded Parties List System at www.epls.gov.

Date of Advanced Search 4/15/13

Company Name(s) Searched   Search Results
Tyler Technologies   No Actions

_____ _____

_____   _____

_____   _____

REQUESTING DEPARTMENT RECOMMENDATION

Note: By signing and returning this form, you are verifying and acknowledging that you have reviewed all portions (scope, terms, conditions, pricing, etc.) of the requested contract and recommend its approval based on the contract complying with the City of Hollywood's scope and pricing requirements and to the best of you knowledge the contract does not violate any applicable policy, statue, governing rule or regulation.
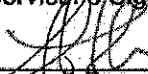
Contact Person's Signature   Date

            4/16/13

Supervisor's Signature   Date

            4/16/13

Director's Signature   Date

APPROVAL (Procurement Service Division Use Only)			
Verified By:		Date	
Approved By:		Date	

Procurement Service Division use only

Requisition # R_____   Purchase Order # P_____   Blanket Purchase Oder # BPO_____
(As Applicable)   (As Applicable)   (As Applicable)

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City of Mesquite, Texas

Request for Proposals:
Software and Implementation Services for
Enterprise Resource Planning (ERP) System

RFP No. 2012-081

Issue Date: March 15, 2012

Due Date and Time: April 19, 2012, 2:00 PM Central Time

Receipt Location:
City of Mesquite
Purchasing Office – Attn: Michele Brand
Mesquite Municipal Center
1515 N. Galloway Ave.
Mesquite, TX 75185-0137

Software and Professional Services for
Enterprise Resource Planning (ERP) System

Table of Contents

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ADVERTISEMENT FOR PROPOSALS

The City of Mesquite will receive separate sealed proposals for the following item at the office of the Manager of Purchasing. Proposals will be received and publicly acknowledged at the location, date and time stated below. Only the name of the proposers responding to this request for proposals shall be read aloud.

RFP NO.: 2012-081
PROPOSAL TITLE: Software and Implementation Services for Enterprise Resource Planning (ERP) System
OPENING DATE: April 19, 2012
OPENING TIME: 2:00 P.M. CST

The City of Mesquite, Texas seeks proposals from qualified vendors for an Enterprise Resource Planning (ERP) system as well as system implementation services. The scope of this request will include, but is not limited to: an implementation project plan, implementation methodology, communication plan, project change management plan, software customization plan, system interface plan, data conversion plan, implementation testing plan, quality assurance plan, pre- and post-implementation support plan, and a training plan. The proposer shall also provide project management resources leading to the successful implementation of the system.

Criteria for selection will be based on price, experience, level of fit of the proposed system based on the City's functional and technical requirements, and implementation approach. The selection process will be conducted in accordance with the Request for Proposals and will be led by in-house project and evaluation teams. Product demonstrations and vendor reference checks will also be used to select a vendor.

The Request for Proposals and Attachments may be obtained beginning **Thursday, March 15, 2012** in the office of the Manager of Purchasing located in the Municipal Center located at 1515 N. Galloway Avenue, Mesquite, Texas 75149. The documents are also available on the City's website at www.cityofmesquite.com on the Purchasing page. Interested parties shall submit information as specified in the Request for Proposals to the City of Mesquite before 2:00 PM Central Time on April 19, 2012. Further information or questions can be addressed to Seth Hedstrom at shedstrom@berrydunn.com.

Until the final award by the Mesquite City Council, said Council reserves the right to reject any or all bid proposals, to waive technicalities, to re-advertise, to proceed otherwise when the best interest of said Council will be realized herein. No bid may be withdrawn for a period of at least 270 days after the actual date of opening thereof.

Note: A pre-proposal conference will be held on Wednesday, March 28, 2012 at 10:00 AM CST. The conference will be hosted via teleconference as noted in the RFP.

Michele Brand, Manager of Purchasing

ADVERTISE: March 15, 2012
March 22, 2012

1.0   RFP Introduction and Background

1.1   Introduction

This Request for Proposals (RFP) is intended to solicit proposals from proposers capable of satisfying the City of Mesquite's needs for software and professional services to implement an Enterprise Resource Planning (ERP) system. Proposers' responses will be evaluated and ranked based on the criteria described in this RFP. If a system(s) is available that meets the City's needs, the City may then enter into contract discussions with the selected proposer. In addition to soliciting written responses, this document provides information to assist proposers in preparing their responses and facilitates the subsequent evaluation and comparison process. In that regard, this RFP:

- Provides information essential to soliciting meaningful recommendations and realistic commitments from the proposers;
- Specifies the desired format and content of proposals in response to this RFP;
- Outlines the City's evaluation and selection procedures;
- Establishes a schedule for the preparation and submission of proposals in response to this RFP; and,
- Establishes a performance standard for the selected proposer.

This RFP and the selected proposal in response to this RFP will be incorporated into the contract resulting from this solicitation; provided, however, that the contract may contain terms different from or in addition to this RFP and the successful proposal. For purposes of this RFP, the term "vendor," "offeror," and "proposer" are considered to have the same meaning.

1.2   About Mesquite

The City of Mesquite, Texas, is located in eastern Dallas County, with is corporate limits adjoining the corporate limits of Dallas for a distance of about eight miles. The old downtown section of Mesquite is approximately 13 miles from downtown Dallas. The incorporated area of Mesquite is presently 45.972 square miles. The City has 16 departments and approximately 80 individual funds with annual revenues exceeding $183,000,000.

The City of Mesquite provides a full range of services, including police and fire protection, streets, health and sanitation services, libraries and recreation, public improvements, planning and zoning, and general administrative services. Additionally, water and sewer utility services, drainage utility services, and the municipal airport are provided under an enterprise fund concept, with user charges set by the City Council to ensure adequate coverage of operating expenses and payments on outstanding debt where applicable. Certain public safety, transportation, and parks and recreation services are provided through a legally separate Quality of Life Corporation, which functions, in essence, as a department/fund of the City of Mesquite.

The City of Mesquite is a Home Rule City operating under a Council-Manager form of government. The City Council consists of the Mayor and six council members. Council members serve two-year terms and are responsible for appointing the City Manager, Municipal Judge, City Attorney, City Secretary, and members of various boards and commissions. The Mayor and six council members are elected at large; however, four council positions have residency requirements. The City Manager serves as the administrative head of the municipal government and is responsible carrying out policies and for daily management of the City.

1.3   Project Objectives

The City of Mesquite is planning to replace its current financial and information systems environment with an ERP system. In doing so, the City seeks to address several challenges in the current environment, including but not limited to:

- Limited integration among financial systems that results in duplicative data entry and redundant and/or irretrievable data;
- Inability to produce easy-to-read and timely financial reports;
- Limited ability to monitor grant activity;
- Limited ability to monitor program and project functions efficiently;

- Financial accounting system that has limited abilities to meet the City's infrastructure needs; and
- In-house applications that are on the SCO Unix platform which is no longer supported.

In order to address these challenges and others, the City has initiated an enterprise-wide project to adequately plan for, select, and implement an ERP system. Section 2.0, Project Scope, outlines the features and functionality desired in a future ERP system as well as the professional services activities to be a part of implementation.

1.4   City's Consulting Partner

The City has retained Berry, Dunn, McNeil & Parker (BerryDunn) as a consulting partner for this project. The role of BerryDunn is to provide information and analytical services to support this project and to provide project management services during implementation. BerryDunn is also the primary point of contact for vendors for the purposes of this RFP.

BerryDunn will be facilitating activities as part of the procurement, but will have no input into the evaluation scoring. Evaluations and resulting decisions will be made solely by the City of Mesquite.

1.5   No Obligation

The inquiry made through this RFP implies no obligation on the part of the City of Mesquite.

1.6   RFP Schedule of Events

The following RFP Schedule of Events represents the best estimate of the schedule the City will follow. The City has performed extensive planning work and has planned to meet the dates described below. Vendors are encouraged to hold the demonstration dates listed. The City has an aggressive schedule for implementation and will need to stay on the schedule of dates listed below in order to meet its implementation goals. If a component of the schedule is delayed, it shall be anticipated that the remaining components will also be delayed by a similar number of days. Any significant change to the schedule will be published via RFP Addendum.

Table 01: RFP Schedule of Events

Event	Estimated Date
Request for Proposals Published	March 15, 2012 and March 22, 2012
Pre-Proposal Vendor Conference	March 28, 2012 at 10:00 AM CST
Deadline for Questions From Vendors	March 30, 2012 at 2:00 PM CST
Final Addendum for Questions Published	April 4, 2012
Deadline for Proposal Submissions	April 19, 2012 at 2:00 PM CST
Proposal Submissions List Published	April 20, 2012
Vendor Short List Published	May 10, 2012
Pre-Demonstration Vendor Conference(s)	May 23, 2012
Vendor Demonstrations	Weeks of June 4 and June 11, 2012
Notice of Intent to Award Published	July 6, 2012
Begin Contract Negotiations	July 9, 2012

1.7   Pre-Qualification of Vendors

The City has not employed a pre-qualification process. No vendors are either pre-qualified or precluded from responding to this RFP.

1.8   Minimum Qualifications

In order for proposals to be evaluated and considered for award, proposals must be deemed responsive. To be deemed responsive, the submitted proposal documents shall conform in all material respects to the requirements stated by the

RFP, and, proposers shall document and validate the capability to fully perform all requirements defined by the RFP. Factors to be considered include, and may not be limited to: experience, integrity, reliability, capacity and other factors required to provide the services defined by the RFP.

1.9 Partnerships

Proposers are encouraged to establish partnership relationships to fully provide all requirements defined by the RFP. Vendors engaged in a partnership relationship shall submit a single proposal in response to this RFP. Partnership relationships shall be clearly defined by proposal responses. Such definition shall identify the entity in the partnership relationship deemed to be the Prime Vendor. It is expected that any item in the proposal response guidelines that relates to an individual vendor's capabilities shall be responded to for each vendor in the partnership relationship.

1.10 Incurred Expenses

Neither the City of Mesquite nor any of its offices or employees shall be responsible for any cost incurred by a proposer in preparing and/or submitting a proposal response or participating in presentations as part of the evaluation procedure.

1.11 Questions and Inquiries

BerryDunn shall be the sole point of contact for the purposes of this RFP. The following table provides the primary contact information.

Table 02: Point of Contact

Point of Contact
Seth Hedstrom, Senior Consultant
shedstrom@berrydunn.com
207-541-2212

Questions and inquiries related to this procurement, including questions and inquiries related to technical issues are to be submitted in writing via email and directed to Seth Hedstrom using the contact information in Table 02 above.

All questions and inquiries related to this RFP must reference the RFP or attachment page number and section. Questions shall be concise and numbered. In accordance with the RFP Schedule of Events in Section 1.6, all questions must be received in writing no later than March 30, 2012 at 2:00 PM CST. Questions and answers will be publicly published to the City's website in accordance with Section 1.14, Amendments and Addenda. Only questions and answers publicly published through addendum shall be binding.

Proposers shall not contact any City staff with any questions or inquiries. Unauthorized contact with any personnel of the City may be cause for rejection of the proposer's response. The decision to reject a proposal is solely that of the City.

1.12 Clarification and Discussion of Proposals

The City may request clarifications and conduct discussions with any proposer who submits a proposal. Proposers must be available for a presentation to the City on specific dates if selected for software demonstrations.

1.13 Pre-Proposal Vendor Conference

A Pre-Proposal Vendor Conference will be held on March 28, 2012 at 10:00 AM CST. The Pre-Proposal Vendor Conference will be hosted via teleconference.

Vendors that are interested in participating in the Pre-Proposal Vendor Conference shall contact BerryDunn using the information contained in Table 02 (Point of Contact) to request the teleconference information. Due to conference bridge restrictions, vendors are limited to two (2) conference participants per company.

The format of the Pre-Proposal Vendor Conference will be an overview presentation of the RFP, its contents, the RFP Schedule of Events, and additional topics. Following the presentation, vendors will be able to ask questions related to the RFP or the overall process. The City will attempt to answer all questions at that time, but answers provided shall not be binding. Following the Pre-Proposal Vendor Conference, the City will issue an addendum with all questions asked and their respective answers.

Participation in the Pre-Proposal Vendor Conference is not mandatory.

1.14   Amendments and Addenda

All clarifications and RFP revisions will be documented in an addendum and publicly published to the City's website. The City will attempt to publicly publish periodic addenda on a timely basis between the RFP publishing date and the date of the final addendum on April 4, 2012.

Only questions and answers documented in an addendum shall be binding.

Each addendum issued will contain an acknowledgement form which shall be signed and returned with proposers' responses.

The City reserves the right to revise the RFP prior to the deadline for proposal submissions on April 19, 2012. Revisions shall be documented in an addendum and publicly published to the City's website.

2.0   Project Scope

2.1   Functional Areas

The following table contains the list of functional areas of the desired ERP system.

Table 03: Functional Areas

No.	Functional Area
1	General Ledger and Financial Reporting
2	Budgeting and Budget Modeling/Forecasting
3	Purchasing, Contract Management, and Inventory
4	Accounts Payable
5	Accounts Receivable and Miscellaneous Billing
6	Cash Receipts and Reconciliation
7	Fixed Asset Management
8	Grant Management
9	Project Accounting
10	Fleet Management
11	Customer Resource Management
12	Work Orders
13	Utility (Water and Sewer) Billing
14	Municipal Court

The List of Functional and Technical Requirements contained in Attachment B contains the detailed functionality the City requires within each functional area in a future system(s).

The City has identified an anticipated go-live date for core financials (Functional Areas 1-4, 8 and 9 in Table 03 above) functionality of March 2013.

2.2   City and Project Staffing

The City intends to have a dedicated Project Manager through implementation. Additional City resource planning has not been completed and will be based on the resource estimates and staffing plan provided by the vendor.

2.3   Number of Users

The following user counts by module contained in Table 04 are estimates and are provided for planning purposes only.

Table 04: Number of Users

No.	Functional Area	Total Users	Concurrent Users
1	General Ledger and Financial Reporting	80	40
2	Budgeting and Budget Modeling/Forecasting	80	40
3	Purchasing, Contract Management, and Inventory	80	40
4	Accounts Payable	80	40
5	Accounts Receivable and Miscellaneous Billing	10	5

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Request for Proposals

No.	Functional Area	Total Users	Concurrent Users
6	Cash Receipts and Reconciliation	40	20
7	Fixed Asset Management	25	5
8	Grant Management	20	10
9	Project Accounting	40	20
10	Fleet Management	30	15
11	Customer Resource Management	50	30
12	Work Orders	50	30
13	Utility (Water and Sewer) Billing	30	15
14	Municipal Court	20	10
15	Estimated Total	150	100

The estimated total users is not the sum of total and concurrent users by module as it is anticipated multiple users will utilize several functional areas.

2.4 Current City Applications Environment

The City of Mesquite currently uses a mix of commercial applications and applications that have been custom developed or modified in-house. The following sub-sections describe the various applications in place in the City. A summary of the challenges with the City's applications is also included in each of the following sub-sections.

1. Performance Accounting

   The City currently utilizes the Performance Accounting Solutions software for financial accounting. This software went "live" in 1995 and it is reported by City staff that it does not currently meet the needs of the City. In addition to Performance Accounting, a number of departments utilize stand-alone applications that do not currently interface with this software. Performance Accounting software operates in a Microsoft Windows environment utilizing a Microsoft SQL database. The Performance Accounting system is used by a majority of the City departments, with approximately 150 employees that use the system. The vendor is no longer providing enhancements to the Performance Accounting software.

2. Vista PDS

   The City has purchased Vista PDS for Payroll and Human Resources. The Payroll module has been implemented and went live in February 2010. The City is currently running Vista PDS version 4.0. A new version of the software (V4.1) is currently available, but has not yet been installed. The Human Resources module which includes Applicant Tracking, Employee Self-service, and Open Enrollment functionality, is not currently live. Version 4.1 and the Human Resources model are planned to be implemented by June of 2012. Exception-based time is collected from Fire and Police Department using TeleStaff software provided by Kronos. Salary accruals are currently being done manually. City staff would like to automate salary accruals in the future. Currently, summary transactions from payroll are posted to the general ledger. In the future the City would like to interface detailed transactions from payroll to general ledger. Detailed transactional data is required for budgeting purposed.

3. Sage FAS Gov

   The City uses Sage FAS Gov Asset Accounting software for tracking of Fixed Assets. The City will consider using an integrated Fixed Asset module that would most likely be provided by an ERP (Enterprise Resource Planning) software package, but wants to ensure that there are benefits to making this change. FAS Gov is used to calculate depreciation on assets throughout the City. MS Excel spreadsheets are used to track additions, changes and disposals throughout the year. At the end of the year, these spreadsheets are used to calculate the depreciation in FAS Gov, and then are updated with resulting depreciation information so that data can be entered into the CAFR (Comprehensive Annual Financial Report).

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City of Mesquite
Request for Proposals

4. Laserfiche

The City has recently implemented Laserfiche document management software. The City went live on version 8.2 in August 2011. The software is currently being used to track cleared checks for the Accounting Department, but additional rollout of the product is planned for other departments to provide an Enterprise Content Management (ECM) system capable of working with future applications.

5. Additional Commercial Applications

Multiple departments are using Commercial Off The Shelf (COTS) systems due to specialized functionality for their use, availability of applications, or deficiencies in other City systems. Other COTS applications in the current environment at the City include Sirsi/Dynix for the Library, Class Recreation Software by Active Network for Parks and Recreation, ESRI for GIS, and Motorola/Zoll for Public Safety. The City also utilizes systems made available by the State of Texas and as well as other software programs that supplement and support applications in use by many departments.

2.5   Current City Technical Environment

The following sub-sections describe these areas of the City's technical environment.

1. Internal Support Model

The City uses a centralized support model whereby all support requests are initially received by the dedicated Help Desk resource in the IT Department. Requests can be initiated online or by calling the Help Desk and are distributed among support staff within the Department.

The IT Department has a total of 14 positions within the department, and three staff members are dedicated to desktop support. Additionally, there are two staff dedicated to support Public Safety, making it challenging to provide support on a 24/7 basis. The City does not currently have a formal Project Management Office (PMO).

As a result of the Information Technology Governance Strategic Plan completed in October 2011, the City has developed the road map for technology initiatives. Currently, multiple projects are ongoing that demand involvement from IT Department staff. Procurement of a Public Safety System is underway and there is the implementation of the Vista Human Resource module that is also in progress. It was reported that additional IT Support will be required to implement the Vista PDS Human Resource enhancements and to provide ongoing support of the Vista PDS Payroll system. A business continuity plan is in place, but needs to be updated with the go-live of the Vista PDS Payroll implementation. The City currently does not have an offsite disaster recovery site that would protect the organization in the event on an emergency, but this initiative is slated to begin in the second year (2012-2013) of the strategic plan.

2. Network Infrastructure

The City's Wide and Local Area Network (WAN/LAN) design employs a ring topology allowing multiple paths to connect facilities in the event of an emergency or disruption of the fiber plant. The fiber-optic cable is terminated in the computer room located with City Hall. All patching of network or telephone equipment occurs within the security of the computer room. The computer room employs two levels of security. One level of security allows access by IT staff to general government systems and servers. Additional security and additional clearance is required to access public safety systems that are more highly restricted. All Departments that will require access to the ERP System are currently connected to the City WAN/LAN. There are no additional connectivity issues that would diminish or limit the deployment of the ERP System and services to outlying departments. The computer room equipment at City Hall is protected with an Uninterruptable Power Supply (UPS) and backup power generation is provided for long-term interruption of commercial power.

3. Hardware and Operating Systems

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City of Mesquite
Request for Proposals

The City is standardizing on Cisco routers and equipment to support and manage the WAN/LAN. At the server level, in an effort to maximize the use of the City-owned servers, the City began a virtualization initiative to standardize on VMware in 2006. Additionally, desktop computers at the library began to be virtualized in 2010, helping the library to provide a consistent experience to patrons and reducing the need for IT support. While the department currently supports a mix of UNIX- and Windows-based servers, there is a move away from the UNIX platforms. Dell is the primary vendor for the computing hardware, and the City leverages discounts afforded to public sector organizations. The City also manages servers that support the Microsoft Exchange server to deliver email services to the organization. The City has standardized on the Microsoft Office Suite of desktop applications and currently supports MS-Word and Excel versions 1997, 2000, 2003, 2007 and 2010. For MS Outlook, the department supports versions 2007 and 2010.

2.6 Functional Area Statistics

The following table contains functional statistics of the City. These statistics are estimates and are provided for planning purposes only.

Table 05: Functional Area Statistics

No.	Functional Area/Metric	Statistic
1	General Ledger and Financial Reporting	
	Number of Funds	80
2	Budgeting and Budget Modeling/Forecasting	
	Operating Budget	$183,000,000
	Capital Budget	$20,000,000
3	Purchasing and Inventory	
	Number of Purchase Orders per Year	5,300
	Number of Warehouses	2
	Number of Inventory Items	10,000
4	Accounts Payable	
	Number of Vendors	6,200
	Number of Invoices per Year	48,700
	Number of Payments per Year	24,000
5	Accounts Receivable and Miscellaneous Billing	
	Number of Invoices per Year	3,000
6	Cash Receipts and Reconciliation	
	Number of Cash Collection Points	15
7	Fixed Asset Management	
	Number of Assets	4,000
8	Grant Management	
	Number of Active Grants	25
9	Project Accounting	
	Number of Active Projects	310
10	Fleet Management	
	Number of Fleet Items	1,400
11	Customer Resource Management – *N/A*	
12	Work Orders – N/A	
13	Utility Billing	

No.	Functional Area/Metric	Statistic
	Number of Active Accounts-Residential	36,500
	Number of Active Accounts-Commercial	3,100
	Number of Billing Cycles	8
14	Municipal Court	
	Number of Citations per Year	40,000

2.7 Gap-Fit Analysis

As part of the pre-implementation tasks, the vendor will analyze the Functional and Technical Requirements (included in Attachment B) and provide a detailed deliverable and presentation to the City demonstrating how it intends to address each requirement. This gap-fit analysis will identify areas where the City may be required to change existing business processes or potentially customize the ERP system to accommodate unique process requirements. In the event the vendor proposes a software modification to meet a requirement, the vendor will provide the City with a detailed specification and cost of the proposed change.

To conduct the gap-fit analysis, the City expects that the vendor will review all business and technical requirements with City staff in a series of onsite meetings. The vendor will review and confirm all requirements and update the requirements list with any necessary changes to ensure the vendor and the City have a common understanding of all business and technical requirements. The gap-fit analysis will be a critical point in the City-vendor relationship in that the City intends for this exercise to provide the opportunity for both parties to gain consensus on expectations and challenges involved in the system implementation. The City should come away from this analysis with a clear understanding and agreement of how the vendor intends to address its specific system needs and determine if any additional resources are needed.

2.8 Implementation Project Plan

As part of the Project Scope, the selected vendor must develop and provide the City with a detailed Implementation Project Plan that, at a minimum, will include the components listed below.

1. **Project Objectives:** This section should include overall project objectives.

2. **Project Deliverables and Milestones:** This section should include a list of deliverables and milestones of the project, and with each deliverable or milestone, this section should describe exactly how and what will be provided to meet the needs of the City.

3. **Project Schedule (MS Project):** This section of the Project Plan should identify the dates associated with deliverables and milestones described in Section 3 of the Project Plan. In addition, the Project Plan should reflect project predecessors, successors and dependencies. The City requires the use of Microsoft Project to develop and maintain the project schedule, resource plan and Gantt chart.

4. **Project Management Processes:**

    a. **Resource Management:** This section of the Project Plan should describe City resources, proposer resources, and the overall project team structure and should include an organizational chart. Each role identified for the vendor, any subcontractors, and the City should also include a description of the responsibilities related to the identified project role as well as the communication process for each party.

    b. **Scope Management:** This section of the Project Plan should describe the approach the proposer will use in order to manage project scope and the process used to request changes to project scope. It is the City's desire to use the proposed ERP system "as is" and, as such, any changes must be reviewed and approved by the City's Executive Project Team.

    c. **Schedule Management:** This section of the Project Plan should describe the approach the proposer will use in order to manage the project schedule and the process used to submit requested changes to the

schedule. The proposer must ensure that the project schedule is kept current and report any missed milestones to the City.

   d. **Risk Management:** This section of the Project Plan should describe the approach the proposer will use to document existing project risks, report them to the team, and provide recommendations for mitigating the risk.

   e. **Quality Management:** This section of the Project Plan should describe the approach the proposer will use to assure that all written deliverables have received appropriate reviews for quality before being submitted to the City.

5. ***Bi-Weekly Status Reports:*** This section of the Project Plan should describe the approach the vendor will use to provide bi-weekly status reports throughout the course of the project. This section should describe the layout of the bi-weekly status report and the expected delivery mechanism that will be used to provide the report to the City and review it on a bi-weekly basis with the City's project manager and appropriate project staff.

Proposers shall provide a preliminary Implementation Project Plan as part of responses in accordance with the Submittal Response Format described in Section 4.0.

2.9   Requirements Traceability Matrix

As part of the Project Scope, the selected vendor must develop and maintain a Requirements Traceability Matrix (RTM) to track and report to the City which Functional and Technical Requirements have been satisfied during each phase of the project. The RTM is created by associating requirements with the work products that satisfy them. It is the City's intention that the vendor will maintain the RTM (throughout the life of the project) along with collaborative input from the City. As part of the "go-live" acceptance process for each phase, the City and vendor shall agree that each requirement in the RTM for that phase has been satisfied. Attachment B includes a list of the Functional and Technical Requirements requested by the City.

2.10   Vendor Project Team Resource Management

Proposers shall provide a preliminary Resource Plan for the Vendor Project Team as part of responses in accordance with the Submittal Response Format described in Section 4.0.

2.11   City Project Team Resource Management

Proposers shall provide a preliminary Resource Plan for the City Project Team as part of responses in accordance with the Submittal Response Format described in Section 4.0.

2.12   Communication Management Plan

A project of this size and complexity represents a tremendous investment and associated risk for any organization. Thus, the City anticipates the need to be able to provide frequent and regular progress updates and status reports to various City leaders, staff, and stakeholder groups.

As part of the Project Scope, the selected vendor must provide a detailed communication plan that includes discussion of key implementation metrics that will be used to track progress; types of communication methods (i.e., memo, email, one-on-one meetings, project team meetings, stakeholder group meetings, online web progress reporting tools, etc.) that the vendor will use; frequency of these communications; and key vendor points-of-contact with overall responsibility for ensuring these communications are provided as scheduled. This will become a part of the Implementation Plan.

Additionally, the City expects that the vendor will make Key Personnel and staff available for certain meetings either on-site or via teleconference or web-conference that may be required should major issues arise during the implementation that significantly impact the schedule, budget, or implementation of the ERP system.

2.13   Business Process Change Management Plan

As stated in the project objectives above, the City wishes to maximize its use of the new ERP system capabilities and anticipates that this goal will require it to undertake business process changes that may or may not have a significant impact on City operations and personnel.

As part of the Project Scope, the selected vendor must develop and provide a detailed Change Management Plan. This plan should include a list of the business processes that the vendor recommends changing and a detailed description and flowchart of the recommended new processes, the anticipated benefits to the City of these changes, and how the vendor proposes to manage this change process. Workflow diagrams will be provided to the selected vendor.

2.14   Software Customization Plan

As part of the Project Scope, the selected vendor will develop and provide a detailed Software Customization Plan that includes anticipated customizations and their impact to the overall project schedule, budget, and final success. This software customization plan should describe the process that the City and the vendor will engage in for accepting the software modifications. While it is the City's intent to utilize the vendor system's existing capabilities and embedded best-practice business processes, it recognizes that there will be some critical work processes that require some amount of software customization.

2.15   System Interface Plan

As part of the Project Scope, the selected vendor will develop and provide a detailed System Interface Plan that contains the proposed strategy for interfacing to all applications described in the Interfaces section of Attachment B, Functional and Technical Requirements. During the gap-fit analysis, vendors will conduct the work necessary to gain an understanding of the existing environment and the complete list of interfaces that will need to be developed. Attachment B contains a list of the potential interfaces at this time.

Proposers shall provide a preliminary System Interface Plan as part of responses in accordance with the Submittal Response Format described in Section 4.0.

2.16   Data Conversion Plan

As part of the Project Scope, the selected vendor will develop and provide a detailed Data Conversion Plan that describes how files will be converted to the proposed system (e.g., through software conversion aids/utility programs or special programs that must be written, the actual conversion procedures, etc.). The City would like to understand how the proposer will approach developing the data conversion plan, and what processes will be undertaken by the proposer's project team to convert existing data as well as to interface with identified source systems. A conversion schedule should identify planned conversion steps, estimated hours, and what resources will be required (by City or proposer) for all pertinent legacy data. Data conversion shall occur when migrating to the new application. The proposer is expected to assist the City in the conversion of both electronic and manual data to the new system. It is expected that the City will be responsible for data extraction from current systems and data scrubbing and that the proposer shall be responsible for overall data conversion coordination, definition of file layouts, and data import and validation into the new system(s). Proposers should plan to have converted data ready for the User Acceptance Testing phase of the project.

Proposers shall provide a preliminary Data Conversion Plan as part of responses in accordance with the Submittal Response Format described in Section 4.0.

2.17   Testing Plan

As part of the Project Scope, the selected vendor will develop and provide a Testing Plan that describes all phases of testing: unit, system, interface, integration, regression, parallel, and user acceptance testing. It is the City's expectation that the Testing Plan govern all phases of the project and that the vendor will also provide assistance during each testing phase involving City users. The vendor will develop the initial User Acceptance Testing (UAT) plan, provide templates and

guidance for developing test scripts, and will provide onsite support during UAT. The vendor will also provide a plan for stress testing of the system that will occur during or after UAT.

2.18   Quality Assurance Plan

As part of the Project Scope, the selected vendor will provide a Quality Assurance Plan that describes how the desired levels of quality will be achieved through implementation. The Plan should identify resources from both the vendor and the City who will be involved in the processes of quality planning, quality assurance, and quality control. The City expects that vendors have an existing Quality Assurance Plan that it employs as part of its standard implementation.

2.19   Pre- and Post-Implementation Support Plan

As part of the Project Scope, the selected vendor will develop and provide a Pre- and Post-implementation Support Plan that describes the approach to software support during the implementation and after go-live. Vendors should describe what level of support is available under the proposed fee structure. If varying levels of support are available, this section of the vendor's response should clarify these potential services and highlight the level of support that has been proposed.

2.20   Training Plan

As part of the Project Scope, the selected vendor will develop, provide, and manage a detailed plan for training. This Training Plan must include the information described below.

1.   The role and responsibility of the software and/or implementation vendor in the design and implementation of the training plan (e.g., development of customized training materials, delivering training to City end users).
2.   The role and responsibility of the City staff in the design and implementation of the training plan.
3.   Overview of proposed training plan/strategy, including options for on-site or off-site training services, for the core project team, end users, and technology personnel.
4.   Proposed training schedule for City personnel of various user and interaction levels.
5.   Descriptions of classes/courses proposed in the training plan. (The vendor should specify the unit of measure for its training, e.g., units, classes, days, etc., and define the hours associated with these units of measure.) The vendor must be very clear about exactly what training courses are included in the cost of the proposal.
6.   The knowledge transfer strategy proposed by the software and/or implementation vendor to prepare City staff to maintain the system after it is placed into production.
7.   Detailed description of system documentation and resources that will be included as part of the implementation by the vendor including, but not limited to, detailed system user manuals, "Quick Reference" guides, online support, help desk support, user group community resources, and others as available.

It is the City's intention that the selected vendor will coordinate the training of City personnel in the use of its application and that satisfactory implementation of an approved training plan will be a key component of this project's deliverables.

Documentation, including training manuals and agendas, will be provided by the proposer before each training session with City staff.

2.21   Deliverables Dictionary

As part of the Project Scope, the selected vendor will develop and provide a "Deliverables Dictionary." The City anticipates the Deliverables Dictionary will be a listing of key project deliverables that includes a brief explanation of the deliverable, any pertinent information and connection to other deliverables, and a cross-reference to the deliverable in the proposer's project plan. The Deliverables Dictionary, at a minimum, should include the items described in this section.

Proposers shall provide a Deliverables Dictionary as part of responses in accordance with the Submittal Response Format described in Section 4.0.

Proposers shall also complete Attachment E, Ownership of Project Deliverables.

2.22   System Documentation

As part of the Project Scope, the selected vendor will develop and provide documentation that describes the features and functions of the proposed application software. The documentation shall be provided for both users and the technical personnel who will administer and maintain the system. It is desirable that differing levels of documentation (user documentation and technical documentation) exist. The selected vendor shall provide documentation in web-based and PDF forms for each application module.

Proposers shall provide sample System Documentation as part of responses in accordance with the Submittal Response Format described in Section 4.0. In addition, proposers shall provide an overview of the system documentation that will be provided as part of system implementation.

2.23   Decision Matrix

The City will work collaboratively to develop a Decision Matrix for the life of the ERP implementation project. There will be instances during the project where key decisions will need to be made. The decisions will be made based on information provided by both the selected vendor and the City. The decisions could potentially impact future phases of the project and it will be important for the City and proposer to track the facts that influenced key decisions. The vendor project manager and City project manager will work collaboratively to maintain a Decision Matrix.

2.24   Risk Register

As part of the Project Scope, the selected vendor will develop and maintain a documented Risk Register. Such Risk Register will be maintained in a centrally accessible location (i.e., project portal) and be regularly updated. For each risk identified, the vendor shall be responsible to develop an impact summary and a mitigation strategy in a timely fashion.

2.25   Business-Oriented Workflow Diagrams

As part of the Project Scope, the selected vendor will develop and provide documented business-oriented workflow diagrams. The diagrams will depict the to-be business processes in a future environment that leverages the software to be implemented. Such diagrams shall be developed as part of initial system configuration activities as part of business process change management.

3.0 Proposal Evaluation and Award

3.1 Evaluation Process

The City's Evaluation Committee will initially review and evaluate each proposal received to determine the proposer's ability to meet the requirements of the City. The evaluation criteria described in Section 3.2 will be the basis for evaluation.

The Evaluation Committee will determine the vendors best suited to meet the needs of the City based on the scoring of the evaluation criteria. These vendors will form the Vendor Short List to be published on May 10, 2012.

The City, at its sole discretion, reserves the right to have system demonstrations with those proposers on the Vendor Short List, or any other vendor. Demonstrations will be conducted at City offices. Time limitations and demonstration requirements will be provided with the notification. Each Evaluation Committee member will score the demonstration.

A Pre-Demonstration Vendor Teleconference will take place on May 23, 2012 for those vendors that have been short-listed. The demonstration schedule and script will be provided in advance of the Pre-Demonstration Vendor Conference and vendors will have an opportunity to review the format of the demonstrations and ask questions related to procedure and specific demonstration scenarios. This meeting will be conducted via teleconference.

Demonstrations will be assigned a portion of the overall Technical Capability score. The City may elect, at its sole option, not to conduct discussions or demonstrations with respondents. Demonstrations will involve a scripted demonstration as well as a demonstration "lab."

The City may request additional information or clarification of proposals and hereby reserves the right to select the particular response to this RFP that it believes will best serve its business and operational requirements, considering the evaluation criteria set forth above.

3.2 Evaluation Criteria

The evaluation criteria in the following table are intended to be the basis by which each proposal will be evaluated, measured, and ranked. The City hereby reserves the right to evaluate, at its sole discretion, the extent to which each proposal received compares to the stated criteria. The recommendation of the Evaluation Committee shall be based on the evaluations using the criteria.

Table 06: Evaluation Criteria

Criteria	Description	Maximum Score
Functional & Technical	This criterion considers both the qualifications of the personnel proposed to provide the services solicited by this RFP and the products that are proposed to be used in performing the services solicited by this RFP. In evaluating the proposer's products, the City will consider the business benefits and the business process improvements as a result of implementing the proposer's products.	35 points
Approach	This criterion considers the proposer's understanding of the scope of work and the quality and clarity of the proposer's written methodology and description of the proposed approach to accomplish the work.	20 points
Experience	This criterion considers (1) the proposer's past performance on any City contracts, (2) the results of reference checks, and (3) the proposer's experience in providing the services solicited by this RFP as set forth in the proposer's response.	20 points
Cost	This criterion considers the price of the services solicited by this RFP. Proposers will be evaluated on their pricing scheme as well as on their price in comparison to the other proposers.	20 points
Payment Terms	This criterion is based on the proposer's willingness to meet the City's payment terms, as prescribed in this Request for Proposals. Willingness to meet the payment terms will be determined by the proposer's signed transmittal letter and no exceptions noted in the proposal.	5 points

3.3   Best and Final Offer

A Best-and-Final-Offer process may be initiated if it is determined to be in the best interest in the City. Such process may be initiated following the publishing of the Vendor Short List or at any other evaluation process step.

Additional processes of scope and cost clarification may be employed as part of the evaluation process.

3.4   Notice of Intent Award

After the completion of contract negotiations, the Purchasing Division will issue a written Notice of Intent to Award and send copies to all proposers. The scores and placement of other proposers will not be part of the Notice of Intent to Award.

Successful proposers named in the Notice of Intent to Award are advised not to begin work or enter into subcontracts relating to the project until both the successful proposer and the City sign the contract.

4.0 Submittal Response Format

4.1 General Instructions

The following instructions must be followed by proposers submitting proposals:

1. The deadline for proposal submissions is established in Section 1.0, RFP Introduction and Background. The proposal deadline is April 19, 2012 at 2:00 PM CST. Proposals received after this deadline will not be accepted and will be returned to proposer.

2. Proposers shall submit fifteen (15) hard copies of the Technical Proposal and fifteen (15) hard copies of the Cost Proposal under separate covers to the City at the address contained in Table 07. One (1) hard copy of the Technical Proposal and one (1) hard copy of the Cost Proposal should be clearly marked as "Original," and the remaining copies should be clearly marked "copy".

3. Technical Proposals should be provided in three-ring binders with tab separators. Technical Proposals shall not include extraneous marketing materials.

4. Proposers shall submit two (2) electronic versions of the Technical Proposal and two (2) electronic versions of the Cost Proposal on separate CDs to the City along with hard copy proposals. All documentation shall be provided electronically in searchable PDF unless otherwise noted in this RFP.

5. Mailed proposals shall be clearly labeled on the outside of the packaging with the RFP Title and RFP Number.

6. The mailing address for proposals is contained in the following table.

Table 07: Proposal Mailing Addresses

City Mailing Address
City of Mesquite Purchasing Division Mesquite Municipal Center 1515 N. Galloway Ave Mesquite, TX 75185-0137

7. The following table contains the organization guidelines for proposal responses.

Table 08: Technical Proposal Organization Guidelines

Proposal Tab No.	Technical Proposal Section	RFP Sec. No.
Tab 1	Transmittal Letter and Executive Summary	4.2
Tab 2	Project Approach and Software Solution	4.3
Tab 3	Implementation Methodology	4.4
Tab 4	Company Background and History	4.5
Tab 5	Key Proposed Personnel and Team Organization	4.6
Tab 6	Project Roles and Responsibilities	4.7
Tab 7	Project Schedule	4.8
Tab 8	Functional and Technical Requirements Response	4.9
Tab 9	Data Conversion Plan	4.10
Tab 10	Quality Assurance Plan	4.11

Proposal Tab No.	Technical Proposal Section	RFP Sec. No.
Tab 11	Deliverables Dictionary	4.12
Tab 12	Sub-Contracting	4.13
Tab 13	References	4.14
Tab 14	Site Visit References	4.15
Tab 15	Response to Narrative Questions	4.16
Tab 16	Exceptions to Terms and Conditions	4.17
Tab 17	Attachments: Required Forms	4.18
Separate Cover	Price Proposal	4.19

4.2 Transmittal Letter and Executive Summary

The first tab of the proposal should contain the Transmittal Letter and Executive Summary. The Transmittal Letter shall be signed by an authorized representative of the company such as the owner, partner, or in the case of a corporation, the President, Vice President, Secretary, or other corporate officer(s).

The Transmittal Letter must provide the proposer's primary contact information, including the following:

1. Name of the proposer representative
2. Title
3. Name of company
4. Address
5. Telephone number
6. E-mail address and
7. Signature of authorized officer of the firm

The Transmittal Letter shall be printed on the proposer's letterhead.

A signature on the Transmittal Letter hereby provides the City of Mesquite acknowledgement and acceptance of the "Conditions" and the execution of same during the discharge of any succeeding contract. It shall be clearly understood that by submitting a proposal in response to this solicitation, a proposer shall be deemed to have accepted all specifications, terms, and general conditions and requirements set forth in these specifications, terms, general conditions, and requirements unless otherwise clearly noted and explained in this RFP.

The Executive Summary should provide a brief summary of the proposal contents, emphasizing any unique aspects or strengths of the proposal. The Executive Summary may be incorporated as part of the Transmittal Letter.

Tab 1 should not exceed four pages.

4.3 Project Approach and Software Solution

The second tab of the proposal should include a description of the proposed approach for providing the services described in Section 2.0, Scope of Work. This section must also include a summary description of the capabilities for each functional area of the Functional and Technical Requirements contained in Attachment B in narrative format. The purpose of this summary is so that the City has a high-level understanding of the proposed solution. The narrative should be written for an audience of the end-user community. Descriptions should be included for any products proposed by third-parties to meet the capabilities described in the Functional and Technical Requirements in Attachment B.

Marketing materials should not be submitted on the proposed functionality.

Proposers shall describe any assumptions made in proposals in detail. These should include any assumptions related to

the current City technical environment, staffing, project management approach, and City resources available during implementation and support phases.

4.4   Implementation Methodology

The third tab of the proposal should include a comprehensive description of the proposed implementation methodology for the project. The description should include how the proposer has developed this methodology to both incorporate lessons learned from past experiences as well as to meet the needs described in Section 2.0, Project Scope.

The City has identified an anticipated go-live date for core financials functionality of March 2013. As part of the third tab of the proposal, vendors shall include a proposed project schedule.

Proposers should also include a sample Project Plan as part of the third tab.

4.5   Company Background and History

The fourth tab of the proposal should include a comprehensive narrative history of the firm, including the development of its experience in providing services similar to those described in Section 2.0, Scope of Work. The following points should be addressed in the third tab of the proposal.

1. Total number of employees
2. Office locations
3. Total number of active clients
4. Total number of active government clients
5. Total number of active city government clients
6. Total years offering government ERP systems
7. Largest active government installation including population
8. Smallest active government installation including population and
9. Other products offered by company

If a partnership with third-party companies is a part of a proposal, the company background and history shall be provided for all third-party companies. It is expected that all of the points above shall be addressed for each company involved in a proposal, prime or third-party.

4.6   Key Proposed Personnel and Team Organization

The fifth tab of the proposal should include the resumes of the proposed project personnel as well as the structure of the proposed Vendor Project Team. The resumes and structures shall be provided for the implementation team as well as the personnel involved in live operation and ongoing support and maintenance.

Resumes shall be specific to the actual personnel to be assigned to this project for all primary roles. Resumes shall include the following information:

1. Name and title
2. Role on the project
3. Description of project roles and responsibilities
4. Home office location
5. Listing of past projects where resource implemented the proposed product
6. Listing of past projects where resource implemented other software products
7. Educational background
8. Professional registrations and memberships and
9. Additional relevant information

The City has a preference to key personnel that hold certifications from the Project Management Institute. Resumes should include any PMP or CAPM certifications held.

The City reserves the right to require background checks be conducted on any individual conducting work as either an employee of the vendor or on the vendor's behalf.

4.7 Project Roles and Responsibilities

The sixth tab of the proposal should include the proposed resource levels for the City and Vendor Project Teams. The tab shall include the completed Resource Hours Worksheet contained in Attachment D.

Vendors shall provide resource hour estimates by system module for each of the project activities contained in the two worksheets. A worksheet is provided for the City Project Team and a second worksheet is provided for the Vendor Project Team. Resource hour estimates provided should be based on the descriptions in Section 2.0, Project Scope.

4.8 Project Schedule

The seventh tab of the proposal should include the proposed project schedule including major milestones, activities, and timing of deliverables. The project schedule shall be in a Gantt chart format developed in Microsoft Project.

4.9 Functional and Technical Requirements Response

The eighth tab of the proposal should include the proposed capability to provide the City's requirements as defined in Attachment B, Functional and Technical Requirements. This tab shall include the completed requirements worksheet in Attachment B.

When providing responses to the requirements in Attachment B, proposers shall use the response indicators contained in the following table.

Table 09: Requirements Response Indicators

Indicator	Definition
S	Feature/Function is included in the current software release.
F	Feature/Function will be available in a future software release.
C	Feature/Function is not included in the current software release, and is not planned to be a part of a future software release. However, this feature could be provided with custom modifications.
T	Feature/Function is not included in the current software release, and is not planned to be a part of a future software release. However, this feature could be provided with integration with a third-party system.
N	Feature/Function cannot be provided.

If a response indicator of "F" is provided for a requirement that will be met in a future software release, the proposer shall indicate the planned release version as well as the time the release will be generally available. If a response indicator of "C" is provided for a requirement that will be met through a custom modification, the proposer shall indicate the cost of such a modification. If a response indicator of "T" is provided for a requirement that will be met by integration with a third-party system, the proposer shall identify this third-party system and include a cost proposal to secure this system.

4.10 Data Conversion Plan

The ninth tab of the proposal should include the proposed Data Conversion Plan that will ensure the City's desired data is transferred to the new system. The Plan shall include estimated work levels as well as roles and responsibilities related to data conversion, for both the City and the vendor, organized by module.

4.11 Quality Assurance Plan

The tenth tab of the proposal should include the proposed Quality Assurance Plan. This Plan should be based on the proposer's standard approach for achieving quality assurance.

4.12 Deliverables Dictionary

The eleventh tab of the proposal should include a listing of the key project deliverables that includes a brief explanation of the deliverables, any pertinent information and connection to other deliverables, and a cross-reference to the deliverable in the proposed Project Plan provided in Tab 3. The Deliverables Dictionary should include all items described in Section 2.0, Scope of Work, as well as the vendor's typically provided deliverables.

As part of the eleventh tab, proposals should also identify the ownership of each project deliverable. Ownership should be identified using the roles described in the following table. The resource hours provided as part of Tab 5 should be appropriate based on the roles identified for each project deliverable.

Table 10: Deliverables Ownership Roles

Role	Summary
Lead	The party ultimately responsible for the development of the deliverable.
Assist	The party provides active assistance in development of the deliverable.
Participate	The party provides passive assistance in the development of the deliverable.
Owns	The party is solely responsible for the development of the deliverable.
Share	Both parties share equal responsibility for the development of the deliverable.
None	The party has no role in the development of the deliverable.

A sample format of how the ownership of project deliverables should be included in the vendor's proposal is included in Attachment E, Ownership of Deliverables.

4.13 Sub-Contracting

The twelfth tab of the proposal should identify any of the required services that are proposed to be sub-contracted, if any. For each of these services the following should be provided:

1. Summary of service
2. Reasons for sub-contracting
3. Proposed sub-contractor
4. Detailed sub-contractor responsibilities
5. Sub-contractor name
6. Sub-contractor location
7. Sub-contractor experience
8. Previous use of sub-contractor and
9. Any additional relevant information

4.14 References

The thirteenth tab of the proposal should identify the proposer's references for the project. Proposers shall provide at least five (5) City government clients with whom the proposer has worked during the past three (3) years that are of similar size and complexity to the City of Mesquite. References shall be from City governments that have been live with the current software version for a minimum of two (2) years.

Proposers shall complete a Vendor Reference Form for each of the references as contained in Attachment A.

In the event the proposer cannot provide the required references, substitution of other organizations should be made to ensure five (5) total references are provided. Proposers shall indicate how these substitute references deviate from the requested characteristics.

If possible, the City prefers references that were managed by the same project manager recommended for the City. This section of the RFP response should also include an affirmative statement that the proposer grants its consent for the City to contact the proposer's references for purposes of evaluating the proposer for this project and acknowledges that any information obtained from the proposer's references will not be disclosed to the proposer.

This tab should also include the name and contact information of three (3) former clients that have elected to leave the vendor. The vendor should describe why the client left, and what steps the vendor has taken to correct the issues that resulted in the client's departure.

4.15   Site Visit References

The fourteenth tab of the proposal should include the contact information for three (3) similarly-sized City governments with which the City may conduct site visits.

4.16   Response to Narrative Questions

The fifteenth tab of the proposal should include the proposer's response to the following narrative questions. The total tab length shall not exceed ten pages.

1. Based on information provided in this RFP and experience in working with other cities, what is the proposer's perspective on the most significant risks to this project and how do you plan to mitigate these risks?
2. What is your process for monitoring, escalating, and resolving issues that will arise during the project?
3. How do you propose to keep the project on task?
4. Provide a clear description of project management responsibilities between the City and the Vendor.
5. What is the earliest you can begin implementation after contract signing?
6. Please describe your organization's recommended approach toward retention of legacy financial, budget, revenue, and payroll data. Please describe what options are available / supported within your proposed solution. Also, please provide any relevant references of organizations that have successfully addressed legacy data with your solution.
7. What other system modules or products would the proposer recommend to be complementary to the Project Scope as described in Section 2.0?
8. Describe how your system can support the use of a central address file in the City. Such an address file would both be used as an information source for the ERP system and be updated by transactions completed in the ERP system.
9. Describe how your software solution can support the annual process of reviewing capital projects to determine which expenditures should be capitalized, which should be operating expense and which should remain as work-in-progress.
10. Describe how your software product can allow workflow routines to be configured to limit the number of approvals needed for like items. There is a desire from the City to approve certain repetitive purchases by batch.
11. What strategic decisions or direction is your firm taking or making related to the product being proposed today?
12. What is the name and current release number of the product being proposed?
13. When will the next release be available?
14. How long does the typical implementation of the product being proposed take for an organization of similar size to the City?
15. Does your firm complete the implementations of the product being proposed or is this effort outsourced?
16. What other applications will the product being proposed integrate with or have integrated with in the past?
17. What sets your firm's product being proposed apart from your firm's competitors?
18. Can the product being proposed be deployed in a decentralized or centralized manner?

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4.17   Exceptions to Terms and Conditions

The sixteenth tab of the proposal should include any exception the proposer takes to the terms and conditions set forth in this RFP. It is the City's intention to be made aware of any exceptions to terms or conditions prior to contract negotiations.

4.18   Required Forms

The seventeenth tab shall include all required forms included in Attachment H. Proposers shall provide the following completed forms as part of the seventeenth tab:

1. Conflict of Interest Questionnaire
2. Non-Collusion Statement
3. DBE Form, if applicable
4. EPLS Certification

The Contract and Performance Bond forms are included in Attachments F and G, respectively, so that proposers may be familiar with their contents and requirements. Proposers *shall not fill in or execute these forms at time of proposal submittal. Upon award of the proposal, the awarded proposer will be required to execute the contract and provide the bond form.*

4.19   Price Proposal

The proposer's Price Proposal should be provided under separate cover from all tabs of the proposer's Technical Proposal. The Price proposal shall consist of two sections:

1. The completed Cost Proposal Worksheet as contained in Attachment C. Proposers shall not modify the worksheets in any way.
2. The proposer's standard travel and expense policy.
3. Agreement with Payment and Retainage. The proposer shall provide a brief statement of agreement with the Payment and Retainage terms identified in this RFP. If a proposer does not agree with all items, a description should be provided of those items for which exception is taken.

5.0 Contract Terms and Conditions

5.1 Contract Type

The resulting contract from this procurement shall be a fixed price contract. The initial contract price will be based upon prices submitted by the selected vendor, subject to contract negotiations with the City, and shall be firm for the total number of years of the contract. Price adjustments will be negotiated at the request of either party in the extension periods or through adjustment clause. The City must be notified in a timely manner of all price increases.

5.2 Contract Review

The vendor will meet with the City's Contract Administrator not less than once per quarter to conduct a contract and performance review of the vendor. These meetings will be either in person in Mesquite, Texas, or via teleconference or web-conference with not less than two in-person meetings per year. This contract and performance review will include a review of the pricing, delivery performance, customer service, and improving operational efficiencies.

5.3 Contract Changes

Written requests for price changes in term contracts after the firm price period must be submitted in writing to the City. Any increase will be based on the vendor's actual cost increase only, as shown in written documentation. All requests for price increases must be in writing, must not constitute increases in profit, and must contain data establishing or supporting the increase in cost. At the option of the City, (1) the request may be granted; (2) the contract may be cancelled and solicitation may be re-advertised; or (3) continue with the contract without change.

The City will accept or reject all such written requests within thirty (30) days of the date of receipt of vendor's request for price increase and receipt of proper written documentation, whichever is later.

If a price increase is approved, the City will issue an amendment to the contract specifying the date the increase will be effective. The vendor will be required to send notice to all users of the contract. All services and related accessories are to be billed at prices in effect at the time the service was rendered or order was placed.

When the City rejects a request for price increase, the vendor will be notified and the contract will continue without change.

5.4 Contract Approval

This RFP does not, by itself, obligate the City to award a contract. The City's obligation will commence following the City Council's approval of a contract. Upon written notice to the vendor, the City may set a different starting date for the contract. The City will not be responsible for any work done by the vendor, even work done in good faith, if it occurs prior to the contract start date set by the City.

5.5 Contract Dispute

In the event of contract dispute, dispute proceedings will be held in the State of Texas. Mediation will be a mandatory first step in the event of a dispute, prior to any legal action.

5.6 Payment and Retainages

The City understands that there will be potentially three types of costs that are associated with procuring a new system: software licensing, implementation services and annual maintenance costs. In the following sub-sections, each type of cost is defined and the City's expectations for payments and retainage associated with these costs are described.

1. Software Licensing Cost

Software license costs include all costs related to licensing the software application and include third-party software license fees, where applicable. In presenting software license fees, the proposer shall:

- Explain all factors that could affect licensing fees;
- Make clear what type of license is offered for each price (named user, concurrent user, installed copies, processor-based, etc.);
- Indicate which product versions, operating platform(s), are included for each price;
- Indicate whether a product is for "server" or "client," as applicable; and,
- Make clear the extent of any implementation services that are included in the license fees (installation, configuration, training, etc.).

To the extent possible, the proposer shall show any applicable discounts separately from the prices for products and services. The City requests that the proposer provide separate prices for each functional area/module in the proposed solution. In addition, the City expects software maintenance costs will not increase in the first five years starting from beneficial use of each module. The City will provide payments associated with software license fees on a milestone basis described in the following table.

Table 11: Software Licensing Payment Milestones

Project Milestone (for each phase of the implementation)	License Payment (% of Total)	Associated Test
Project Kick-Off and Project Plan Approval	20%	Kick-Off Meeting has been completed and the City has signed off on the Project Plan deliverable.
Initial System Implementation	20%	Identified users can access the off-the-shelf system from all work stations.
System Configuration Complete	25%	The City has provided formal acceptance that all business requirements have been successfully configured and end users can access the configured test environment. End users are fully trained to undertake UAT activities.
Approval of Go-Live	20%	The City has signed off on the UAT test results.
Acceptance of System	15%	The City has signed off on at least two months of system operations and financial statements.

2. Implementation Services Cost

Implementation service costs include all costs related to implementation, configuration, data conversion, customization, and training. Typically, implementation service costs are provided as "not to exceed" estimates and the City will be charged for services as incurred.

The City will pay eighty-five percent (85%) of the implementation service costs on a monthly basis as incurred on the project. Fifteen percent (15%) of the implementation service costs will be retained (as a "hold-back") until successful completion of the associated project phase. The fifteen percent (15%) hold-back will be paid to the vendor upon City acceptance of the system (see above for associated test criteria) and sign-off at phase completion.

Costs for the proposed solution should be submitted on the Cost Worksheet (Attachment C). It is important to note the following:

- The City will not consider time and materials pricing. Proposers shall provide firm and fixed pricing based on the functionality described. For each item, indicate if the cost is one-time, annual, or other;
- The proposer shall provide price information for each separate component of the proposed solution, as well as the costs of any modifications;

- In the event the product or service is provided at no additional cost, the item should be noted as "no charge;"
- In the event the product or service is not being included in the proposal, the item should be noted as "No Bid;" and,
- Proposer shall make clear the basis of calculation for all fees.

All travel expense costs must be included in the proposer's fixed price cost. The City will not make a separate payment for reimbursable expenses. Per Force Majeure, City shall not be liable for additional travel costs incurred due for any reason outside the City's control. The City expects all expenses will be billed in alignment with GSA/IRS Federal Per Diem rates for Dallas County, Texas.

3. Annual Maintenance Cost

Annual maintenance costs include the annual maintenance and support fees for the application environment. For example, the annual maintenance fees associated with Accounts Payable will be paid upon City acceptance of the project phase associated with the Accounts Payable module. The City will not pay maintenance fees on functional areas until City sign-off has been provided to approve live operation for one year after go live. The City expects software maintenance costs will not increase in the first five years upon live operation. The City is interested in vendors submitting a cost option based on a lump-sum payment for five years of maintenance.

5.7   Taxes and Taxpayer Information

The awarded vendor must provide a valid W-9 form within five (5) days of notification of award. See Attachment H for a blank W-9 form.

The City is exempt from paying local, state, or federal taxes.

5.8   Federal Requirements

The vendor must comply with all known federal requirements that apply to the proposal, the evaluation, and the contract.

5.9   Confidential Information

Any written, printed, graphic, or electronic or magnetically recorded information furnished by the City for the proposer's use are the sole property of the City. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning City employees, products, services, prices, operations, security measures, and subsidiaries.

The proposer and its employees shall keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with City approval, and only to the extent necessary to perform the work under the agreement. This prohibition also applies to the proposer's employees, agents, and subcontractors. On termination of the agreement, the proposer will promptly return any confidential information in its possession to the City.

5.10   City Property

The use of any and all City property must be approved in advance.

5.11   Warranty

A warranty is sought for both the software and implementation services. It is assumed that proposers have priced their services to recognize these warranty provisions. The extent of the warranty coverage will be evaluated as part of the overall procurement process.

5.12   Source Code

Selected vendors shall place source code for the software modules licensed by the City in escrow with an independent third-party (with whom a separate escrow agreement will be entered into by City at no additional cost to the City). The

source code shall be kept current with the releases / version of the software in live use at the City. The source code shall revert to the City for the City's use if the vendor files for bankruptcy or protection from creditors in a court of law. The City shall then have full rights to use source code for any purposes other than resale.

Within thirty (30) calendar days of the vendor going out of business or no longer supporting the software being licensed, the vendor shall provide appropriate source code to the City. The same applies if the vendor is merged or acquired and the software is no longer supported. Once the City obtains the source code, it shall be a perpetual license, and there shall not be any additional fees due, even if additional licenses are deployed.

5.13 Insurance Requirements

5. Amounts of Insurance

The selected vendor agrees to provide and maintain the types and amount of insurance contained in the following table, for the term of the executed contract:

Table 12: Amounts of Insurance

No.	Type	Amount
1	Workers' Compensation and Employer's Liability	Statutory Limits: $100,000 per occurrence
2	Commercial (Pubic Liability) including but not limited to: A. Premises/Operations B. Independent Contractors C. Personal Injury D. Products/Complete Operations E. Contractual Liability (insuring above indemnity provisions)	Bodily Injury: $500,000 per person and $1,000,000 per occurrence and Property Damage: $500,000 per occurrence with General Aggregate: $1,000,000
3	Business (Commercial) Automobile Policy	Combined Single Limit/$500,000

The preceding amounts notwithstanding, the City reserves the right to increase the minimum required insurance to be effective thirty (30) days after notice is sent to the address provided herein. The Contractor may pass through to the City all costs for obtaining the increase in the insurance coverage.

6. Other Insurance Requirements

The selected vendor agrees that it is its sole responsibility to provide the required Certificate of Insurance and that failure to comply within ten (10) business days following notice of award and according to the requirements of this RFP shall be a cause for termination of the contract.

Insurance requirements herein shall be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Texas. All policies shall be subject to examination and approval by the City Attorney's office for their adequacy as to form, content, form of protection, and providing company.

Insurance requirements by this contract for the City as additional insured shall be primary insurance and not contributing with any other insurance available to City, under any third party liability policy.

The selected vendor further agrees that with respect to the above required insurances, the City shall:

1. Be named as additional insured/or an insured, on all required insurance except workers' compensation.
2. Be provided with a waiver of subrogation, in favor of the City on all required insurance.
3. Be provided with an unconditional 30 days advance written notice of cancellation or material change.
4. Prior to execution of an agreement, be provided through the office of the City Secretary, with either their original Certification of Insurance or their insurance policy evidencing the above requirements.

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7. Additional Worker's Compensation Insurance Requirements

a. Definitions:

Certificate of coverage ("certificate") - a copy of a certificate of insurance, a certificate of authority to self-insure
issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, TWCC-84), showing statutory Worker's Compensation Insurance coverage for the person's or entity's employees providing services
on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the
contractors'/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project (subcontractor" in 406.096) - includes all persons or entitles performing
all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

b. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts
and filing of any coverage agreements. Which meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the contractor providing services on the project, for the duration of the project.

c. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

d. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

e. The contract shall obtain from each person providing services on a project, and provide to the governmental entity:

   i. a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage for all persons providing services on the project; and

   ii. no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

f. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

5.14   Conflict of Interest

Proposer shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations including all amendments and revisions thereto, which in any manner affect Proposer or the services and/or items to be provided, specifically and not limited to any laws relating to conflicts of interest. In particular, Proposer is put on notice that the City will require compliance with Chapter 176 of the Texas Local Government Code (hereinafter referred to as the "Act") requiring any person who contracts or seeks to contract with the City to disclose potential conflicts of interest as defined in the Act by completing the Conflict of Interest Questionnaire included in this proposal and returning it to the City in

accordance with the provisions of the Act. Failure to comply with any applicable laws, including the provisions of the Act, may result in: i) the forfeiture by Proposer of all benefits of the Contract; ii) the retainage by City of all services performed by Proposer and iii) the recovery by City of all consideration, or the value of all consideration, paid to Proposer pursuant to any awarded contract. The Conflict of Interest Questionnaire shall be submitted with the proposal submittal. The form is included in Attachment H.

5.15   Pending and Recent Litigation

Proposers must disclose any pending or recent litigation they are involved in as a company. Recent is defined as the past three years. Information provided should include the timeline of the litigation history, the subject of the litigation, and the current status of the litigation. Proposals must also disclose any pending litigation of any third-party partners in the proposal.

5.16   Proposer's Certification

By signature on the proposal, the proposer certifies that it complies with:

1. The laws of the State of Texas and is licensed to conduct business in the State Texas;
2. All applicable local, state and federal laws, codes and regulations;
3. All terms, conditions, and requirements set forth in this RFP;
4. A condition that the proposal submitted was independently arrived at, without collusion; and,
5. A condition that the offer will remain open and valid for the period indicated in this solicitation; and any condition that the firm and/or any individuals working on the contract do not have a possible conflict of interest.

If any proposer fails to comply with the provisions stated in this paragraph, the City reserves the right to reject the proposal, terminate the contract, or consider the proposer in default.

5.17   Offer Held Firm

Proposals must remain open and valid for at least 270 days from the deadline specified for submission of proposals. In the event award is not made within 270 days, the City will send a written request to all proposers deemed susceptible for award asking proposers to hold their price firm for a longer specified period of time.

5.18   Amendment/Withdrawal of Proposals

Proposers may amend or withdraw proposals prior to the deadline set for receipt of proposals. No amendments will be accepted after the deadline unless they are in response to a request of the City. After the deadline, proposers may make a written request to withdraw proposals and provide evidence that a substantial mistake has been made. The Purchasing Division may permit withdrawal of the proposal upon verifying that a substantial mistake has been made, and the City may retain the proposer's bid bond or other bid type of bid security, if one was required.

5.19   Alternate Proposals

Proposers may not submit alternate proposals for evaluation.

5.20   Sub Contractors

Subcontractors may be used to perform work under this contract. If the proposer intends to use subcontractors, the proposer must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

If a proposal with subcontractors is selected, the proposer must provide the following information concerning each prospective subcontractor within five working days from the date of the City's request:

1. Complete name of the subcontractor
2. Complete address of the subcontractor
3. Type of work the subcontractor will be performing

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4. Percentage of work the subcontractor will be providing
5. Evidence, as set out in the relevant section of this RFP, that the subcontractor is registered and, if applicable, holds a valid State of Texas business license
6. A written statement, signed by each proposed subcontractor, that clearly verifies that the subcontractor is committed to render the services required by the contract and
7. A copy of the prime-contractor/sub-contractor contract verifying the prime-contractor has the sole responsibility for any and all services under this RFP and is financially liable, without exception, to the City for all services contracted by the proposer under this RFP

The proposer's failure to provide this information, within the time set, may cause the City to consider its proposal nonresponsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the City's Purchasing Manager or contract administrator designated by the City.

5.21   Joint Ventures

Joint ventures are acceptable. If submitting a proposal as a joint venture, the proposer must submit a copy of the joint venture agreement that identifies the principals involved and its rights and responsibilities regarding performance and payment.

5.22   Right of Rejection

The City reserves the right to reject any proposal, in whole or in part. Proposals received from debarred or suspended vendors will be rejected. The City may reject any proposal that is not responsible to all of the material and substantial terms, conditions, and performance requirements of this RFP.

The City reserves the right to reject any proposal determined to be nonresponsive. The City also reserves the right to refrain from making an award if it determines it to be in its best interest.

5.23   Clarification of Proposals

In order to determine if a proposal is reasonably susceptible for award, communications by the Purchasing Division or the proposal Evaluation Committee are permitted with any proposer to clarify uncertainties or eliminate confusion concerning the contents of a proposal and determine responsiveness to the RFP requirements. Clarifications may not result in a material or substantive change to the proposal. The initial evaluation may be adjusted because of a clarification under this section.

5.24   Rights to Submitted Material

It shall be understood that all proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts and proposal or referencing information submitted in response to this RFP, shall become the property of the City, and will not be returned. The City will use discretion with regard to disclosure of proprietary information contained in any response, but cannot guarantee information will not be made public. As a government entity, the City is subject to making records available for disclosure.

5.25   Protests

An interested party may file a protest regarding any aspect of this solicitation, evaluation, or recommendation for award. Protests must be filed in accordance with City policy.

5.26   Public Information

It shall be understood that all proposals, responses, inquiries or correspondence relating to or in reference to this RFP, and all reports, charts and proposal or referencing information submitted in response to this RFP shall become the property of the City, and will not be returned. They City will use discretion with regard to disclosure of proprietary information contained in any response, but cannot guarantee information will not be made public. As a governmental entity, the City is subject to making records available for disclosure.

5.27 Contract Negotiation

After final evaluation, the City may negotiate with the offerors of the highest-ranked proposal. Negotiations, if held, will be within the scope of the RFP and limited to those items that would not have an effect on the ranking of proposals. If any proposer fails to negotiate in good faith, the City may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal.

If contract negotiations are commenced, they will be held at City of Mesquite office locations at a date and time to be determined.

If contract negotiations are held, the offeror will be responsible for all costs including its travel and per diem expenses.

5.28 Failure to Negotiate

If the selected proposer:

1. Fails to provide the information required to begin negotiations in a timely manner;
2. Fails to negotiate in good faith;
3. Indicates it cannot perform the contract within the budgeted funds available for the project; or,
4. If the proposer and the City, after a good-faith effort, cannot come to terms; then

The City may terminate negotiations with the proposer initially selected and commence negotiations with the next highest-ranked proposer. At any point in the negotiation process, the City may, at is sole discretion, terminate negotiations with any or all proposers.

5.29 Hold Harmless

The Proposer shall hold and save the City and its officers, agents, servants/employees harmless from liability of any patented invention, process, article or appliance manufactured or used in the performance of the contract, including its use by the City.

5.30 Contract and Performance Bond

The Contract and Performance Bond forms are included in Attachments F and G, respectively, so that proposers may be familiar with their contents and requirements. Proposers *shall not fill in or execute these forms at time of proposal submittal. Upon award of the proposal, the awarded proposer will be required to execute the contract and provide the bond form.*

5.31 Protection of Resident Workers

The City of Mesquite actively supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification and non-discrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Proposer shall establish appropriate procedures and controls so no services or products under the contract documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

5.32 Statutory Information

Any consulting agreement resulting from this RFP shall be construed in accordance with the laws of the State of Texas. Any litigation between the parties arising out of, or in connection with the contract shall be initiated either in the court system of the State of Texas or the United States District Court for Dallas County.

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Request for Proposals

All project participants, consultants, engineers and vendors must comply with all applicable federal, state and local laws pertaining to contracts entered into by governmental agencies, including non-discriminating employment. Contracts entered into on the basis of submitting proposals are revocable if contrary to law.

5.33   Assignment or Subcontract

Neither party shall assign any right or interest, nor delegate or subcontract any obligation owed without the written consent of the other.

5.34   Non-Collusion Statement

Proposers shall complete and sign the non-collusion statement and include it with their proposal. See Attachment H for a blank Non-Collusion Statement form.

5.35   Standards of Conduct

The City of Mesquite conducts business with the public, business partners, vendors and contractors under a set of rules to ensure that all City officials and employees discharge their duties in a manner designed to promote public trust and confidence in our city. This code of ethics, titled Standards of Conduct, is taken from the Mesquite City Code, Chapter 2, Art. IV, Sec 2-123.

The City wants you to be aware of the rules that its employees are required to follow while performing their services to you. A violation of state or federal statutes may occur if these rules are broken. It is hoped that by outlining these rules for you, your experience in dealing with the City of Mesquite will be both rewarding and satisfactory.

Acceptance of Gifts or Gratuities

Accepting gifts or gratuities by employees in consideration for the performance of their duties, or as an appreciation for their performance, is strictly prohibited.

- Please do not offer employees any gift, loans or any other thing of value.
- Employees may not receive any fee or compensation for their services from any source other than the City, so please don't offer.
- Please do not offer to buy meals for employees.
- Employees may accept coffee, tea, soft drinks, snacks, etc. when attending meetings in your office.
- Letters to supervisors for exceptional service by employees are always welcome.

Conflicts of Interest

Employees are prohibited from engaging in any outside activities that conflict with, or have the appearance of conflicting with, the duties assigned to them in the employment of the City.

- Please do not ask employees for any special favor or consideration that is not available to every other citizen.
- Please do not ask an employee to disclose any information that is not available to every other citizen through normal public information channels.
- Please do not offer to compensate the employee by offering to hire, or do business with any business entity of the employee or family member
- Do not ask employees to represent you or your company or make any recommendations on your behalf other than those that are a part of their official duties with the City.
- Please do not ask employees to endorse the products or services of your company.
- Please do not ask employees to hand out or post advertising materials.

Solicitation by City Employees

Employees may not solicit gifts, loans, or any other items of value from people doing City business that will be used by

them personally.

- If you are asked to pay a fee for services that you believe is improper or illegal, please contact the City's ethics officer at **972-329-8723** (Payments should only be made to designated cashiers or clerks).
- Employees are prohibited from taking retaliatory action against you for failing to comply with any request unless the request is within the scope of the employee's official duties for the City.

Use of City Equipment, Facilities and Resources

Use of City equipment, facilities and resources is authorized only for City purposes and for those activities permitted by City ordinance and policy.

- Please do not ask employees to use City equipment to run errands or perform tasks for your benefit.
- Employees may not perform tasks, nor conduct any business not related to their official duties while on City time.

Your Rights and Expectations

When dealing with employees of the City of Mesquite you have the right to honest, fair and impartial treatment. You may expect prompt, courteous and professional service from our employees who are expected to understand and practice good customer service skills. Employees are tasked to uphold the public trust through the ethical performance of their duties. We understand that the enforcement of regulatory guidelines and codes may sometimes be a cause for concern; however, you may rest assured that we are responsible to all of the citizens of Mesquite and our goal is to serve them to the best of our ability.

Should you have any concerns or questions concerning this information or the conduct of any of our employees, please contact the City's ethics officer at 972-329-8723. All calls to the City's ethics officer are confidential and your name (or any other identifying information) will not be disclosed.

Ted Barron
City Manager

Attachment A: Vendor Reference Form

See MS Word document "RFP 2012-081 Attachment A – Vendor Reference Form.docx"

Vendors shall complete a Vendor Reference Form for each provided reference in accordance with Section 4.14 of the RFP.

Attachment B: Functional and Technical Requirements Worksheet

See MS Excel spreadsheet "RFP 2012-081 Attachment B – Functional and Technical Requirements Worksheet.xlsx"

Attachment C: Cost Proposal Worksheet

See MS Excel spreadsheet "RFP 2012-081 Attachment C – Cost Proposal Worksheet.xlsx"

Attachment D: Resource Hours Worksheet

See MS Excel spreadsheet "RFP 2012-081 Attachment D – Resource Hours Worksheet.xlsx"

Attachment E: Ownership of Proposed Deliverables

See MS Excel spreadsheet "RFP 2012-081 Attachment E – Ownership of Proposed Deliverables Worksheet.xlsx"

Attachment F: Sample City Contract

See Adobe PDF document "RFP 2012-081 Attachment F – Sample City Contract.pdf"

MESQUITE
T E X A S
Real. Texas. Service.

Attachment G: Performance Bond

See Adobe PDF document "RFP 2012-081 Attachment G – Performance Bond.pdf"

Attachment H: Forms

See Adobe PDF document "RFP 2012-081 Attachment H – Forms.pdf"

AGREEMENT

This agreement ("Agreement") is made this _October 15 2012_ ("Effective Date") by and between **Tyler Technologies, Inc.**, a Delaware corporation with offices at 370 U.S. Route 1, Falmouth, Maine 04105 ("Tyler") and the City of Mesquite, with offices at 757 N. Galloway Ave., Mesquite, TX 75149 ("Client").

WHEREAS Client issued a Request for Proposal RFP (herein "RFP"); for Software and Implementation Services for Enterprise Resource Planning System (herein "System") dated March 15, 2012;

WHEREAS Tyler responded to Client's RFP with a Proposal Response dated April 19, 2012;

WHEREAS Client, on October 15, 2012, awarded Tyler the contract for furnishing, delivering, installing, and implementing the specified System;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth herein, Tyler and Client agree that Tyler shall provide products and services, and Client shall pay prices, as set forth in this Agreement.

SECTION A – SOFTWARE LICENSE AGREEMENT

1. <u>License Grant.</u>
   a) Upon the Effective Date, Tyler hereby grants to Client a non-exclusive, non-transferable, royalty-free, revocable license to use the Tyler software products and related interfaces (collectively, the "Tyler Software Products") detailed in Exhibit 1("Investment Summary") and Tyler user manuals for Client's internal business purposes only and otherwise subject to the terms and conditions of this Agreement. This license is revocable by Tyler if Client fails to comply with the terms and conditions of this Agreement, including without limitation, Client's failure to timely pay the Software fees in full. Upon Client's payment in full for the Tyler Software Products, this license will become irrevocable, subject to the restrictions on use and other terms set forth in this Agreement.
   b) Tyler shall retain ownership of, including all intellectual property rights in and to, the Tyler Software Products and user manuals provided by Tyler. Client shall retain ownership of any internally developed process or procedural manuals but shall maintain the confidentiality of any Tyler proprietary information contained therein pursuant to Section E (22).
   c) The Tyler Software Products are not licensed to perform functions or processing for subdivisions or entities that were not disclosed to Tyler prior to the Effective Date.
   d) The right to transfer the Tyler Software Products to a replacement hardware system is included in this Agreement. Client shall pay Tyler for the cost of new media or any required technical assistance to accommodate the transfer. Client shall provide advance written notice to Tyler of any such transfer.
   e) Client acknowledges and agrees that the Tyler Software Products and user manuals are proprietary to Tyler and have been developed as trade secrets at Tyler's expense. Client shall use best efforts to keep the Tyler Software Products and user manuals confidential and to prevent any misuse, unauthorized use or unauthorized disclosure of the Tyler Software Products or user manuals by any party.
   f) The Tyler Software Products may not be modified by anyone other than Tyler. If Client modifies the Tyler Software Products without Tyler's prior written consent, Tyler's obligations to provide maintenance services on, and the warranty for, the Tyler Software Products will be void. Client shall not perform decompilation, disassembly, translation or other reverse engineering on the Tyler Software Products.
   g) Client may make copies of the Tyler Software Products for archive purposes only. Client shall repeat any and all proprietary notices on any copy of the Tyler Software Products. Client may make copies of the

Tyler user manuals for internal use only.

h) Tyler maintains an escrow agreement with an escrow services company under which Tyler places the source code of each major release of the Tyler Software Products. Tyler will add Client as a beneficiary to such escrow agreement. Client will pay the annual beneficiary fee (currently $700) directly to the escrow services company and is solely responsible for maintaining its status as a beneficiary.

i) In the event Client acquires from Tyler any edition of Tyler Content Manager software other than Enterprise Edition, the license for Content Manger is restricted to use with Tyler applications only. If Client wishes to use Tyler Content Management software with non-Tyler applications, Client must purchase or upgrade to Tyler Content Manager Enterprise Edition.

2. License Fees. Client agrees to pay Tyler, and Tyler agrees to accept from Client as payment in full for the license granted herein, the Software fees set forth in the Investment Summary.

3. Verification of the Tyler Software Products.
a) Client shall select one (1) of the following two (2) options within thirty (30) days of complete installation by providing written notice to Tyler in accordance with Article 15 of Section E:
(i) Within sixty (60) days after all Tyler Software Products have been completely installed on Client's hardware, Tyler shall verify the Tyler Software Products by demonstrating to Client that the Tyler Software Products perform all of the functions set forth in Exhibit 2 - Verification Test, which demonstration will constitute verification that the Tyler Software Products listed in the attached Investment Summary have been delivered and installed ; or
(ii) Within sixty (60) days after the Tyler Software Products have been installed on Client's hardware, Client shall use its own process to verify that the Tyler Software Products perform all of the functions set forth in Exhibit 2 - Verification Test, which will constitute verification that the Tyler Software Products listed in the attached Investment Summary have been delivered and installed.
b) Verification as described herein will be final and conclusive except for latent defect, fraud, and a gross mistake that amounts to fraud. In the event verification is not final and conclusive, pursuant to this paragraph, Tyler will correct the cause thereof. In the event Tyler cannot correct the cause thereof, Client may invoke its rights under Article 4 Limited Warranty of Section A - Software License Agreement.
c) Tyler shall promptly correct any functions of the Tyler Software Products that failed verification.

4. Limited Warranty. For the purposes of this Agreement, a "Defect" is defined as a failure of the Tyler Software Products to substantially conform to the then-current Tyler user manuals and the functional descriptions of the Tyler Software Products, including the functionality checklist, in Tyler's written proposal to Client. In the event of conflict between the afore-mentioned documents, the functional descriptions in Tyler's written proposal shall control for a period of two (2) years from the Effective Date and thereafter Tyler's then current Tyler user manuals shall control. A Tyler Software Product is "Defective" if it contains a Defect. For as long as a current Maintenance Agreement is in place, Tyler warrants that the Tyler Software Products will not contain Defects. If the Tyler Software Products do not perform as warranted, Tyler will use reasonable efforts, consistent with industry standards, to cure the Defect in accordance with Tyler's then-current support call process (Tyler's current support call process is set forth in the document attached hereto as Exhibit 3). Should Tyler be unable to cure the defect or provide a reasonable replacement product, Client shall be entitled to a refund of the Software fee paid for the defective Tyler Software Product as depreciated on a straight-line basis over a seven (7) year period commencing on the use in live production of the Tyler Software Product.

5. Intellectual Property Infringement Indemnification.
a) Tyler's Obligations. Tyler shall defend and indemnify Client against any claim by an unaffiliated third party of this Agreement that a Tyler Software Product, if used within the scope of this Agreement, directly infringes that party's registered United States patent, copyright or trademark issued and existing as of the

Effective Date or as of the distribution date of a release to the Tyler Software Product, and will pay the amount of any resulting adverse final judgment issued by a court of competent jurisdiction or of any settlement made by Tyler in writing.

b) Client's Obligations. Tyler obligations in this section are contingent on the Client performing all of the following in connection with any claim as described herein:

    i. Promptly notifies Tyler in writing of any such claim;

    ii. Gives Tyler reasonable cooperation, information, and assistance in connection with the claim; and

    iii. Consents to Tyler's sole control and authority with respect to the defense, settlement or compromise of the claim.

c) Exceptions to Tyler's Obligations. Tyler will have no liability hereunder if the claim of infringement or an adverse final judgment rendered by a court of competent jurisdiction results from:

    i. Client's use of a previous version of a Tyler Software Product and the claim would have been avoided had Client used the current version of the Tyler Software Product;

    ii. Client's combining the Tyler Software Product with devices or products not provided by Tyler;

    iii. Use of a Tyler Software Product in applications, business environments or processes for which the Tyler Software Product was not designed or contemplated, and where use of the Tyler Software Product outside such application, environment or business process would not have given rise to the claim;

    iv. Corrections, modifications, alterations or enhancements that Client made to the Tyler Software Product and such correction, modification, alteration or enhancement is determined by a court of competent jurisdiction to be a contributing cause of the infringement;

    v. Use of the Tyler Software Product by any person or entity other than Client or Client's employees; or

    vi. Client's willful infringement, including Client's continued use of the infringing Tyler Software Product after Client becomes aware that such infringing Tyler Software Product is or is likely to become the subject of a claim hereunder.

d) Remedy.

    i. In the event a Tyler Software Product is, by a court of competent jurisdiction, finally determined to be infringing and its use by Client is enjoined, Tyler will, at its election:

        (a) Procure for Client the right to continue using the infringing Tyler Software Products;

        (b) Modify or replace the infringing Tyler Software Products so that it becomes non-infringing; or

        (c) Terminate Client's license for the infringing Tyler Software Product and refund to Client the Software fee paid for the infringing Tyler Software Product, as depreciated on a straight-line basis over a seven (7) year period commencing on the Effective Date.

    ii. The foregoing states Tyler's entire liability and Client's sole and exclusive remedy with respect to the subject matter hereof.

6. Limitation of Liability. In no event will Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the use of the Tyler Software Products. Except as otherwise expressly set forth in this Software License Agreement, Tyler's liability for damages and expenses arising out of this Software License Agreement, whether based on a theory of contract or tort, including negligence and strict liability, will be limited to the amount of Software fees set forth in the Investment Summary and paid by Client. Such License fees reflect and are set in reliance upon this limitation of liability.

SECTION B – TECHNOLOGY SERVICES AGREEMENT

1. Services. Tyler shall provide the services set forth in the Investment Summary at Client's election, including Consulting, Training, Conversion, and other miscellaneous Services.

2. Technology Services Fees.

a) Notwithstanding specific prices to the contrary set forth in the Investment Summary, all Consulting and Training services will be invoiced in half-day and full-day increments.
b) Verification in accordance with Article 3 Verification of the Tyler Software Products (a) of Section A - Software License Agreement will be billable to Client at the rate for Training services set forth in the Investment Summary.
c) Payment is due within thirty (30) calendar days of invoice receipt.
d) Tyler employee project expenses will be billed in accordance with the then-current Tyler Business Travel Policy, based on Tyler's usual and customary practices. The current Tyler Business Travel Policy is attached hereto as Exhibit 4. Copies of receipts will be provided on an exception basis at no charge. Should all receipts for non per diem expenses be requested, an administrative fee will be incurred. Receipts for mileage and miscellaneous items less than five dollars ($5) are not available.

3. Additional Services. Services utilized in excess of those set forth in the Investment Summary and additional related services not set forth in the Investment Summary will be billed at Tyler's then current rates.

4. Cancellation. In the event Client cancels services less than two (2) weeks (14 calendar days) in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the canceled services, if Tyler is unable to re-assign its personnel.

5. Services Warranty. Tyler warrants that it shall perform services in a professional, workmanlike manner, consistent with industry standards. In the event Tyler provides services that do not conform to this warranty, Tyler will re-perform the services at no additional cost to Client.

6. Limitation of Liability. In no event shall Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the provision or quality of the services or the use of the Tyler Software Products. Tyler's liability for damages and expenses arising out of this Professional Services Agreement, whether based on a theory of contract or tort, including negligence and strict liability, will be limited to the amount of Consulting, Training, Conversion, and other miscellaneous Services fees set forth in the Investment Summary and paid by Client. Such fees reflect and are set in reliance upon this limitation of liability.

SECTION C – MAINTENANCE AGREEMENT

1. Scope of Agreement. Client agrees to purchase and Tyler agrees to provide maintenance services for the Tyler Munis ERP Software Products in accordance with the following terms and conditions. This Maintenance Agreement includes the Tyler Software Products originally licensed to Client and all new releases thereto.

2. Term of Agreement. This Maintenance Agreement is effective on installation of the Tyler Software Products and will remain in force for an initial one (1) year term, which will renew automatically for additional one (1) year terms at Tyler's then-current Maintenance fees unless terminated in writing by either party at least fifteen (15) days prior to the end of the then-current term. The foregoing notwithstanding, increases to the annual Maintenance fees for the Tyler Software Products set forth in Exhibit 1 will accord with the following schedule:

Year 1 commencing on installation: waived
Year 2:   3% of the year 1 base rate
Year 3:   3% of the year 2 rate
Year 4:   3% of the year 3 rate
Year 5:   3% of the year 4 rate
Year 6:   5% of the year 5 rate

Year 7:	5% of the year 6 rate
Year 8:	5% of the year 7 rate
Year 9:	5% of the year 8 rate
Year 10:	5% of the year 9 rate

3. Payment.

a) Maintenance fees will be invoiced by Tyler annually in advance. Tyler will endeavor to invoice client forty-five (45) days in advance. Tyler shall provide Client with not less than forty-five (45) days written notice of any change in annual Maintenance fees.

b) Additional Charges. Any maintenance services performed by Tyler for Client which are not covered by this Maintenance Agreement, as set forth in Article 5 of Section C Maintenance Agreement, including materials and expenses, will be billed to Client at Tyler's then current rates.

c) Tyler reserves the right to suspend maintenance services if Client fails to pay undisputed Maintenance fees within sixty (60) calendar days of the due date. Tyler shall reinstate maintenance services upon Client's payment of all undisputed past due Maintenance fees, including all such fees for the periods during which services were suspended.

4. Maintenance Services Terms and Conditions. For as long as a current Maintenance Agreement is in place, Tyler shall:

a) In a professional, good and workmanlike manner, perform its obligations in accordance with Tyler's then-current support call process (Tyler's current support call process is set forth in the document attached hereto as Exhibit 3) in order to conform the Tyler Software Products to the applicable warranty under this Agreement. If Client modifies the Tyler Software Products without Tyler's prior written consent, Tyler's obligations to provide maintenance services on and warrant the Tyler Software Products will be void.

b) Provide telephone support on the Tyler Software Products. Tyler personnel shall accept telephone calls during the hours set forth in Exhibit 3 - Support Call Process.

c) Continuously maintain a master set of the Tyler Software Products on appropriate media, a hardcopy printout of source code to the Tyler Software Products, and Tyler User Guides.

d) Maintain personnel that are appropriately trained to be familiar with the Tyler Software Products in order to provide maintenance services.

e) Provide Client with all releases Tyler makes to the Tyler Software Products that Tyler makes generally available without additional charge to customers possessing a current Tyler annual Maintenance Agreement. Third Party Products; and installation, Consulting and Training services related to the new releases will be provided to Client at Tyler's then-current rates. Client acknowledges and agrees that a new release of the Tyler Software Products is for implementation in the Tyler Software Products as they exist without Client customization or modification.

f) Support prior releases of the Tyler Software Products in accordance with Tyler's then-current release life cycle policy.

5. Limitations and Exclusions. Maintenance fees do not include installation or implementation of the Tyler Software Products, onsite support (unless Tyler cannot remotely correct a defect in a Tyler Software Product), application design, other consulting services, support of an operating system or hardware, and support outside Tyler's Standard Support Hours detailed in Exhibit 3.

6. Client Responsibilities.

a) Client shall provide, at no charge to Tyler, full and free access to the Tyler Software Products; working space; adequate facilities within a reasonable distance from the equipment; and use of machines, attachments, features, or other equipment necessary to provide maintenance services set forth herein.

b) Tyler currently utilizes "Go To Assist" as a secure commercial PC to PC remote connectivity tool to provide remote maintenance services. Client shall maintain for the duration of the Agreement a high-speed Internet connection capable of connecting to Client's PC's and server. Tyler strongly recommends

that Client also maintain a modem connectivity (including PC-Anywhere, if necessary) for backup connectivity purposes. Tyler shall abide by the Client's published policy as of the Effective Date regarding remote access to Client's network/infrastructure. Any changes made to the Client's policy after the Effective Date shall be communicated to Tyler promptly and provision of support may be conditioned on acceptance of such policy changes by Tyler.

7. <u>Maintenance Termination and Reactivation</u>. In the event Client terminates or does not renew the Maintenance Agreement and subsequently elects to reinstate the Maintenance Agreement, Client will pay the Maintenance fees Client would have paid had the Maintenance Agreement continued in force without additional penalties or premiums, or the then-current Software fees.

8. <u>Limitation of Liability</u>. In no event shall Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the provision or quality of maintenance services or use of the Tyler Software Products. Tyler's liability for damages and expenses arising out of this Maintenance Agreement, whether based on a theory of contract or tort, including negligence and strict liability, will be limited to the Maintenance fees paid to Tyler during the twelve (12) months prior to the claim. Such Maintenance fees reflect and are set in reliance upon this limitation of liability.

SECTION D – THIRD PARTY PRODUCT AGREEMENT

1. <u>Agreement to License or Sell Third Party Products</u>. For the price set forth in the Investment Summary, Tyler agrees to license or sell and deliver to Client, and Client agrees to accept from Tyler the System Software and Hardware set forth in the Investment Summary (collectively, the "Third Party Products").

2. <u>License of System Software</u>.
   a) Upon Client's payment in full of the System Software fees, Tyler shall grant to Client and Client shall accept from Tyler a non-exclusive, nontransferable, non-assignable license to use the System Software and related documentation for Client's internal business purposes, subject to the terms and conditions set forth herein.
   b) The developer of the System Software (each a "Developer", collectively "Developers") shall retain ownership of the System Software.
   c) The right to transfer the System Software to a replacement hardware system is governed by the Developer. The cost for new media or any required technical assistance to accommodate the transfer would be billable charges to Client. Client shall provide advance written notice to Tyler of any such transfer.
   d) Client acknowledges and agrees that the System Software and related documentation are proprietary to the Developer and have been developed as trade secrets at the Developer's expense. Client shall use best efforts to keep the System Software and related documentation confidential and to prevent any misuse, unauthorized use, or unauthorized disclosure of the System Software and related documentation by any party.
   e) Client shall not perform decompilation, disassembly, translation or other reverse engineering on the System Software.
   f) Client may make copies of the System Software for archive purposes only. Client shall repeat any and all proprietary notices on any copy of the System Software. Client may make copies of the documentation accompanying the System Software for internal use only.

3. <u>Delivery</u>. Unless otherwise indicated in the Investment Summary, the prices for Third Party Products include costs for shipment while in transit from the Developer or supplier to Client.

4. <u>Installation and Acceptance</u>. Unless otherwise noted in the Investment Summary, the Tyler Software Product

installation fee includes installation of the Third Party Products. Upon completion of installation, Client will obtain from Tyler a certification of completion, or similar document, which will constitute Client's acceptance of the Third Party Products. Such acceptance will be final and conclusive except for latent defect, fraud, and a gross mistake as amount to fraud.

5. Site Requirements. Client shall provide a suitable environment, location and space for the installation and operation of the Third Party Products; sufficient and adequate electrical circuits for the Third Party Products; and installation of all required cables.

6. Warranties.
    a) Tyler is authorized by each Developer to grant licenses or sublicenses to the System Software.
    b) Tyler warrants that each System Software product will be new and unused, and if Client fully and faithfully performs each and every obligation required of it under this Third Party Product Agreement, Client's title or license to each System Software product will be free and clear of all liens and encumbrances arising through Tyler.
    c) Client acknowledges and agrees that Tyler is not the manufacturer of the Third Party Products. As such, Tyler does not warrant or guarantee the condition or operating characteristics of the Third Party Products. Tyler hereby grants and passes through to Client any warranty adjustments that Tyler may receive from the Developer or supplier of the Third Party Products. In the event a warranty claim arises with regard to such Third Party Products, Tyler will assist the Client in resolution of such dispute and work on behalf of the Client with regard to the Third Party.

7. Maintenance.
    a) In the event Client elects not to purchase through Tyler maintenance services on the System Software, it will be the responsibility of Client to repair and maintain the System Software and purchase enhancements as necessary after acceptance.
    b) In the event Client elects to purchase through Tyler maintenance services on the System Software, Tyler will facilitate resolution of a defect in a System Software product with the Developer.
    c) In the event the Developer charges a fee for future System Software release(s), Client will be required to pay such fee.

8. Limitation of Liability. In no event shall Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the use of the Third Party Products. Tyler's liability for damages and expenses arising out of this Third Party Product Agreement, whether based on a theory of contract or tort, including negligence and strict liability, will be limited to the License Fee/Purchase Price of the Third Party Products paid by Client. Such prices are set in reliance upon this limitation of liability.

SECTION E – GENERAL TERMS AND CONDITIONS

1. Taxes. The fees set forth in the Investment Summary do not include any taxes, including, without limitation, sales, use or excise tax. All applicable taxes shall be paid by Tyler to the proper authorities and shall be reimbursed by Client to Tyler. In the event Client possesses a valid direct-pay permit, Client will forward such permit to Tyler on the Effective Date, in accordance with Section E(19). In such event, Client will be responsible for remitting all applicable taxes to the proper authorities. If tax-exempt, Client will provide Tyler with Client's tax-exempt certificate.

2. Invoice Dispute.
    a) In the event Client believes products or services do not conform to warranties in this Agreement, Client will provide written notice to Tyler within fifteen (15) calendar days of receipt of the applicable invoice.

Client is allowed an additional fifteen (15) calendar days to provide written clarification and details. Tyler will provide a written response to Client that will include either a justification of the invoice or an adjustment to the invoice. Tyler and Client will develop a plan to outline the reasonable steps to be taken by Tyler and Client to resolve any issues presented in Client's notice to Tyler. Client may only withhold payment of the amount actually in dispute until Tyler completes its action items outlined in the plan. Notwithstanding the foregoing, if Tyler is unable to complete its actions outlined in the plan because Client has not completed its action items outlined in the plan, Client will remit full payment of the invoice.

b) Any invoice not disputed as described above will be deemed accepted by Client. Tyler reserves the right to suspend delivery of all services in the event Client fails to pay an invoice not disputed as described above within sixty (60) calendar days of receipt of invoice.

3. Force Majeure; Client Assistance. "Force Majeure" is defined as an event beyond the reasonable control of a party, including governmental action, war, riot or civil commotion, fire, natural disaster, labor disputes, restraints affecting shipping or credit, delay of carriers, inadequate supply of suitable materials or any other cause which could not with reasonable diligence be foreseen, controlled or prevented by the party. Neither party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure.
Force Majeure will not be allowed unless:

a) Within ten (10) business days of the occurrence of Force Majeure, the party whose performance is delayed thereby provides the other party or parties with written notice explaining the cause and extent thereof, as well as a request for a time extension equal to the estimated duration of the Force Majeure events.

b) Within ten (10) business days after the cessation of the Force Majeure event, the party whose performance was delayed provides the other party written notice of the time at which Force Majeure ceased and a complete explanation of all pertinent events pertaining to the entire Force Majeure situation.
Either party will have the right to terminate this Agreement if Force Majeure suspends performance of scheduled tasks by one or more parties for a period of one hundred-twenty (120) or more days from the scheduled date of the task. This paragraph will not relieve Client of its responsibility to pay for services and goods provided to Client and expenses incurred on behalf of Client prior to the effective date of termination.

In addition, Client acknowledges that the implementation of the Tyler Software Products is a cooperative process requiring the time and resources of Client personnel. Client shall, and shall cause Client personnel to, use all reasonable efforts to cooperate with and assist Tyler as may be reasonably required to meet the project deadlines and other milestones agreed to by the parties for implementation. Tyler shall not be liable for failure to meet such deadlines and milestones when such failure is due to Force Majeure (as defined above) or to the failure by Client personnel to provide such cooperation and assistance (either through action or omission).

4. Indemnification.

a) Tyler shall indemnify and hold harmless Client and its agents, officials and employees from and against any and all direct claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) for personal injury or property damage arising from Tyler's negligence or willful misconduct.

b) To the extent allowed by law, Client shall indemnify and hold harmless Tyler and its agents, officials and employees from and against any and all direct claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) for personal injury or property damage arising from Client's negligence or willful misconduct.

5. Disclaimer. THE RIGHTS, REMEDIES, AND WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER RIGHTS, REMEDIES, AND WARRANTIES EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND SYSTEM INTEGRATION, WHICH ARE HEREBY DISCLAIMED BY TYLER.

6. <u>Dispute Resolution</u>. Client will notify Tyler in writing within fifteen (15) days of becoming aware of a dispute. If Tyler and Client cannot resolve such dispute within thirty (30) calendar days of Tyler's receipt of written notice from Client, the following procedure will apply:

    a) Each party shall appoint one (1) person to act as an impartial representative. The appointed individual will be of sufficient knowledge and experience to understand and deal with the dispute but will not be a person assigned to the project. The set of four (4) individuals consisting of Tyler's Project Manager for this project, Client's Project Manager for this project, and the two (2) appointees is called a Dispute Resolution Group.

    b) The Dispute Resolution Group shall convene no later than twenty-one (21) calendar days after the expiration of the thirty (30) calendar day period referenced above and shall meet for a maximum of four (4) four (4) hour sessions during the subsequent four (4) business days, unless otherwise mutually agreed. Any resolution will be in writing and signed by both parties. Such resolution will constitute a binding amendment to the Agreement.

In the event the Dispute Resolution Group fails to resolve the dispute as set forth above, the dispute will be referred to non-binding mediation. Thereafter, either party may assert its other rights and remedies under this Agreement within a court of competent jurisdiction.

All meetings and discussions of the Dispute Resolution Group will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Civil Procedure 408 or any similar applicable state rule.

Nothing in this Article will prevent a party from applying to a federal or state court of competent jurisdiction to obtain injunctive relief pending resolution of the dispute through the dispute resolution procedures set forth herein.

7. <u>No Intended Third Party Beneficiaries</u>. This Agreement is entered into solely for the benefit of Tyler and Client. 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.

8. <u>Governing Law</u>. This Agreement will be governed by and construed in accordance with the laws of Client's state of domicile.

9. <u>Entire Agreement</u>. This Agreement, including the Exhibits attached hereto, represents the entire agreement of Client and Tyler with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Client hereby acknowledges that in entering into this Agreement it did not rely on any information not explicitly set forth in this Agreement.

10. <u>Severability</u>. If any term or provision of this Agreement or the application thereof, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable will not be affected thereby, and each term and provision of this Agreement will be valid and enforced to the fullest extent permitted by law.

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

12. Multiple Originals and Signatures. This Agreement may be executed in multiple originals, any of which shall be independently treated as an original document. Any electronic, faxed, scanned, photocopied or similarly reproduced signature on this Agreement or any amendment hereto shall be deemed an original signature and shall be fully enforceable as if an original signature.

13. Amendment. This Agreement may only be modified by written amendment signed by authorized representatives of both parties.

14. Termination. Client may terminate this Agreement for cause in the event Tyler does not cure a material breach of this Agreement within thirty (30) days of receiving notice of such breach from Client. Upon such termination, Client shall pay Tyler for all services and expenses not in dispute and non-Defective Tyler Software Products which were delivered or incurred prior to the date Tyler received Client's notice of termination. Payment for services and expenses in dispute will be determined in accordance with the dispute resolution process.

15. Non-appropriation. If Client should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, Client may unilaterally terminate this Agreement only upon thirty (30) days written notice to Tyler. Upon termination, Client shall remit payment for all products and services delivered to Client and all expenses incurred by Tyler prior to Tyler's receipt of the termination notice. Client will not be entitled to a refund or offset of previously paid license and other fees.

16. Approval of Governing Body. Client represents and warrants to Tyler that this Agreement has been approved by its governing body and is a binding obligation upon Client.

17. No Assignment. Client may not assign its rights and responsibilities under this Agreement without Tyler's prior written permission, not to be unreasonably withheld.

18. Successors and Assigns. This Agreement shall inure to the benefit of and be binding on the parties hereto and their permitted successors and assigns.

19. Notices. All notices or communications required or permitted as a part of this Agreement will be in writing (unless another verifiable medium is expressly authorized) and will be deemed delivered when:
    1) Actually received,
    2) Upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the party,
    3) Upon receipt by sender of proof of email delivery, or
    4) If not actually received, ten (10) 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 respective other party at the address set forth in this Agreement or such other address as the party may have designated by notice or Agreement amendment to the other party.
Consequences to be borne due to failure to receive a notice due to improper notification by the intended receiving party of a new address will be borne by the intended receiving party. The addresses of the parties to this Agreement are as follows:

Tyler Technologies, Inc.   City of Mesquite
1 Cole Haan Drive   1515 N. Galloway Ave.
Yarmouth, ME 04096   Mesquite, TX 75149
Attention: Contracts Manager   Attention: Ted Barron

20. Independent Contractor. This is not an agreement of partnership or employment of Tyler or any of Tyler's

employees by Client. Tyler is an independent contractor for all purposes under this Agreement.

21. <u>Insurance</u>. Prior to performing services under this Agreement, Tyler shall provide Client with certificates of insurance evidencing the following insurance coverage:
   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; and
   d) Workers compensation complying with statutory requirements.

22. <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. Each party agrees that it shall not disclose any confidential information of the other party and further agrees to take appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement for a period of two (2) years. This obligation of confidentiality will not apply to information that:
   a) At the time of the disclosure is in the public domain;
   b) After disclosure, becomes part of the public domain by publication or otherwise, except by breach of this Agreement by a party;
   c) A party can establish by reasonable proof was in that party's possession at the time of disclosure;
   d) A party receives from a third party who has a right to disclose it to that party; or
   e) Is subject to Freedom of Information Act, or other similar public records law, requests, only to the extent disclosure is based on the good faith written opinion of the receiving party's legal counsel that disclosure is required by law: provided, however, that that receiving party shall give prompt notice of the service of process or other documentation that underlies such requirement and use its best efforts to assist the disclosing party if the disclosing party wishes to obtain a protective order or otherwise protect the confidentiality of such confidential information. The disclosing party reserves the right to obtain protective order or otherwise protect the confidentiality of its confidential information.

23. <u>Nondiscrimination</u>. Tyler shall not discriminate against any person employed or applying for employment concerning the performance of Tyler's 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.

24. <u>Subcontractors</u>. Tyler shall not subcontract any services under this Agreement without Client's prior written permission, not to be unreasonably withheld.

25. <u>Shipping</u>. Delivery will be F.O.B. shipping point.

26. <u>Business License</u>. In the event a local business license is required for Tyler to perform services hereunder, Client will notify Tyler prior to the Effective Date and will provide Tyler with the necessary paperwork and/or contact information.

27. <u>Tyler Forms Processing</u>. The Tyler Software Product "Tyler Forms Processing" must be used in conjunction with a Hewlett Packard printer supported by Tyler for printing checks.

28. <u>Payment Terms</u>.
   The financial obligation of Client hereunder as further detailed in Exhibit A in the amount of $1,703,689.00, not including ongoing annual or maintenance fees, shall be payable as follows:

a) Tyler shall invoice Client $221,550.00 upon the Effective Date. Such amount equals:
25% of the Software fees for the Munis ERP software ($140,052.50)
25% of the Software fees for the Tyler Court Case Management software ($54,164.50)
100% of the fees for the Performance Bond ($27,333.00)

b) Tyler shall invoice Client $419,434.00 when Tyler has made the Tyler Software Products available to
Client for downloading. Such sum equals:
50% of the Software fees for Tyler Munis ERP ($280,105.00)
100% of the Tyler Unlimited Client Access License fees for Tyler Munis ERP ($31,000.00)
50% of the Software fees for Tyler Court Case Management ($108,329.00)

d) Tyler shall invoice Client the Hardware fees of $39,708.00 upon delivery of such Hardware. Sum amount
equals:
100% of the Tyler Munis ERP products Hardware fees ($24,960.00)
100% of the Tyler Court Case Management products Hardware fees ($13,290.00)
100% of the Tyler Court Case Management Hardware Maintenance fees (1,458.00)

e) Tyler shall invoice Client $39,400.00 upon complete installation of all Tyler Software Products. Such
sum equals:
100% of the year 1 maintenance fee for Tyler Unlimited Client Access Maintenance for the Tyler Munis
ERP products ($6,200.00)
100% of the year 1 OS/DBA Contract Services fee ($30,000.00)
100% of the year 1 maintenance and support fees for Tyler Court Case Management Internet
Applications ($2,400.00). Subsequent annual maintenance fees for Internet Applications will be due
in advance on the anniversary date of installation.
100% of the Hosted Applications fee for Tyler Court Case Management ($800.00)

f) Tyler shall invoice the Project Planning Services fees ($11,000.00) upon delivery of the Implementation
Planning documents.

g) Tyler shall invoice Client $97,108.50 upon the earlier of go-live of phase 2 of the software
implementation or twelve (12) months after the Effective Date. Such amount equals:
12.5% of the Software fees for the Munis ERP software ($70,026.25)
12.5% of the Software fees for the Tyler Court Case Management software ($27,082.25)

h) Tyler shall invoice Client $97,108.50 upon the earlier of go-live of phase 4 of the software
implementation or 24 months after the Effective Date. Such sum equals:
12.5% of the Software Fees for the Munis ERP software ($70,026.25)
12.5% of the Software Fees for the Tyler Court Case Management software ($27,082.25)

i) Tyler shall invoice Client fees for Services ($543,725.00 if Client uses all available services), plus
expenses, if and as provided/incurred.

j) Tyler shall invoice a 50% deposit for modifications upon delivery of specifications and 50% upon Client
written acceptance of modification (for a total of $63,200.00, if Client authorizes all available
modifications). Tyler will perform a modification upon receipt of written notice to proceed from Client.
Client will have thirty (30) days from delivery of a modification to test such modification. In the event
Client does not report an issue with such modification to Tyler within such thirty (30) day period, the
modification will be deemed accepted and in compliance with the specifications. Associated annual
maintenance fees, if any, shall be invoiced annually in advance upon delivery of modification.

k) Actual travel expenses shall be incurred in accordance with Tyler's then-current Business Travel Policy. Tyler's current Business Travel Policy is attached hereto as Exhibit 4. (Tyler has estimated travel expenses for purposes of Client's initial budgeting at $167,355.00)

l) Payment is due within thirty (30) days of the invoice date.

m) The year 1 Maintenance fees for the Tyler Munis ERP products of $144,917.00 for the one (1) year period commencing upon installation of the Tyler Software Products are hereby waived. Subsequent annual Maintenance fees will be invoiced annually in advance pursuant to Section C(2) and (3) supra.

n) The year 1 Maintenance fees for the Tyler Court Case Management software products of $56,946.00 for the one (1) year period commencing upon installation of the Tyler Software Products are hereby waived. Subsequent annual Maintenance fees will be invoiced annually in advance pursuant to Section C(2) and (3) supra.

o) Tyler shall invoice Client $600.00 for the Network Services fee for Tyler Court Case Management when such service is made available.

p) 100% of the year 1 Tyler Court Case Management Online Training Center annual fee ($3,500.00). Subsequent annual fees for the Court Case Management Online Training Center will be due on the anniversary date of installation.

29. Electronic Payment. Tyler prefers to receive payments electronically. Tyler's electronic payment information is as follows:

Bank:	Wells Fargo Bank, N.A.
	420 Montgomery
	San Francisco, CA 94104
ABA:	121000248
Account:	4124302472
Beneficiary:	Tyler Technologies Inc. – Operating

30. Operating System/Database Administration. OS/DBA Contract Services will renew automatically for additional one (1) year terms at Tyler's then-current OS/DBA fee unless terminated in writing by either party at least fifteen (15) days prior to the end of the then-current term, provided, however, that any annual increases in OS/DBA fees shall follow the limitations contained in Section C(2) regarding maintenance fee increases.

31. Optional Items. Pricing for optional products and services shall be valid for six (6) months from the Effective Date.

32. Tyler Products and Services. Client may purchase additional Tyler products and services at then-current list price, pursuant to the terms of this Agreement, by executing a mutually agreed addendum.

33. Contract Documents. This Agreement includes the following exhibits which are hereby incorporated by reference:

Exhibit 1 – Investment Summary
Exhibit 2 – Verification Test
Exhibit 3 – Support Call Process
Exhibit 4 – Business Travel Policy
Exhibit 5 – Adobe End User License Agreement
Exhibit 6 – Statement of Work
Exhibit 7 – Tyler's Proposal dated April 19, 2012
Exhibit 8 – Client's RFP dated March 15, 2012

In the event of conflicts between any of the foregoing documents, the order of precedence shall be the main body of this Agreement and then the Exhibits in the order they are listed above.

34. Performance Bonding. Tyler will obtain, within 10 days of the Effective Date, a performance bond securing faithful performance of the Services hereunder in the amount of $1,090,195.00. The performance bond will remain in effect for the period of implementation not to exceed 2 years. In the event that implementation exceeds 2 years, Client may extend or renew such bond subject to the approval of the issuing surety and shall be responsible for any additional premiums.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

Tyler Technologies, Inc.   City Mesquite

By: _Stacey M. Berard_   By: _____

Name: _Stacey M. Berard_   Name: _Ted Barron_

Title: _Assistant Secretary_   Title: _City Manager_

Date: _October 17, 2012_   Date: _October 18, 2012_

Exhibit 1

Investment Summary

See pages following

Tyler

Sales Quotation For:

Mrs. Debbie Mol
City of Mesquite
757 N. Galloway Ave.
Mesquite, TX 75149

Quoted By:	David Carll
Date:	10/05/2012
Quote Expiration:	00/00/n/a
Quote Name:	City of Mesquite TX - Tyler/MUNIS ERP Revised i00312
Quote Number:	36253

Phone: (972) 216-6287
Fax:
Email: dmol@cityofmesquite.com

Tyler Software & Related Services

Description	License	Impl Days	Impl Cost	Consulting Days	Consulting Cost	Data Conversion	Module Total	Year One Maintenance
Accounting/GL/BG/AP	$110,000	23 @ $1,175	$27,025	4 @ $1,275	$5,100	$17,000	$159,125	$19,800
Accounts Receivable	$30,000	6 @ $1,175	$7,050	2 @ $1,275	$2,550	n/a	$39,600	$5,400
BMI Asset Track Interface	$5,500	2 @ $1,175	$2,350	1 @ $1,275	$1,275	n/a	$9,125	$990
BMI CollectIT Interface	$5,500	2 @ $1,175	$2,350	1 @ $1,275	$1,275	n/a	$9,125	$990
Business and Vendor Self Service (client hosted)	$23,100	1 @ $1,175	$1,175	n/a	n/a	n/a	$24,275	$4,158
Central Property File	$2,750	1 @ $1,175	$1,175	n/a	n/a	n/a	$3,925	$688
Citizen Self Service (client hosted)	$30,000	1 @ $1,175	$1,175	n/a	n/a	n/a	$31,175	$5,400
Contract Management	$14,300	3 @ $1,175	$3,525	1 @ $1,275	$1,275	n/a	$19,100	$2,574
Employee Expense Reimbursement	$13,500	5 @ $1,175	$5,875	2 @ $1,275	$2,550	n/a	$21,925	$2,430
Fixed Assets	$33,000	6 @ $1,175	$7,050	2 @ $1,275	$2,550	$7,000	$49,600	$5,940
GASB 34 Report Writer	$15,000	4 @ $1,175	$4,700	n/a	n/a	n/a	$19,700	$2,700
General Billing	$14,000	6 @ $1,175	$7,050	1 @ $1,275	$1,275	$11,200	$33,525	$2,520
Inventory	$33,000	6 @ $1,175	$7,050	2 @ $1,275	$2,550	$6,200	$48,800	$5,940
Post live Days	n/a	20 @ $1,175	$23,500	n/a	n/a	n/a	$23,500	n/a
MUNIS Connector for Laserfiche	$22,000	n/a	n/a	n/a	n/a	n/a	$22,000	$3,960
Maplink GIS Integration	$16,500	1 @ $1,175	$1,175	n/a	n/a	n/a	$17,675	$2,970
Munis Office	$22,000	3 @ $1,175	$3,525	n/a	n/a	n/a	$25,525	$3,960
OS/DBA Contract Services	n/a	n/a	n/a	n/a	n/a	n/a	n/a	$30,000
Project & Grant Accounting	$24,200	4 @ $1,175	$4,700	2 @ $1,275	$2,550	$7,000	$38,450	$4,356
Purchase Orders	$33,000	6 @ $1,175	$7,050	2 @ $1,275	$2,550	$4,000	$46,600	$5,940
Requisitions	$23,100	8 @ $1,175	$9,400	2 @ $1,275	$2,550	n/a	$35,050	$4,158
Role Tailored Dashboard	$22,000	2 @ $1,175	$2,350	1 @ $1,275	$1,275	n/a	$25,625	$3,960
System Admin & Security	n/a	4 @ $1,175	$4,700	n/a	n/a	n/a	$4,700	n/a
TCM Advanced OCR	$5,000	2 @ $1,175	$2,350	n/a	n/a	n/a	$7,350	$900
TCM SE	$45,000	8 @ $1,175	$9,400	n/a	n/a	n/a	$54,400	$8,100

Tyler Software & Related Services

Description	License	Impl Days	Impl Cost	Consulting Days	Consulting Cost	Data Conversion	Module Total	Year One Maintenance
TCM Web License	$7,500	2 @ $1,175	$2,350	n/a	n/a	n/a	$9,850	$1,350
Treasury Management	$23,100	3 @ $1,175	$3,525	2 @ $1,275	$2,550	n/a	$29,175	$4,158
Tyler Cashiering	$46,000	6 @ $1,175	$7,050	n/a	n/a	n/a	$53,050	$8,280
Tyler Forms Processing	$12,000	n/a	n/a	n/a	n/a	n/a	$12,000	$2,500
Tyler GoDocs	$7,500	n/a	n/a	n/a	n/a	n/a	$7,500	n/a
Tyler Incident Management	$22,000	8 @ $1,175	$9,400	2 @ $1,275	$2,550	n/a	$33,950	$3,960
Tyler Reporting Services	$24,000	3 @ $1,175	$3,525	n/a	n/a	n/a	$27,525	$6,000
UB Interface	$16,500	5 @ $1,175	$5,875	1 @ $1,275	$1,275	n/a	$23,650	$2,970
Utility Billing CIS	$58,000	68 @ $1,175	$79,900	1 @ $1,275	$1,275	$23,500	$162,675	$10,440
Work Orders, Fleet & Facilities Management	$41,250	18 @ $1,175	$21,150	7 @ $1,275	$8,925	$17,500	$88,825	$7,425
Workflow Finance	n/a	5 @ $1,175	$5,875	n/a	n/a	n/a	$5,875	n/a
Workflow Revenue	n/a	5 @ $1,175	$5,875	n/a	n/a	n/a	$5,875	n/a
Sub-Total:	$800,300		$290,225		$45,900	$93,400	$1,229,825	$174,917
Less Discount:	$240,090						$240,090	$144,917
TOTAL:	$560,210	247	$290,225	36	$45,900	$93,400	$989,735	$30,000

Other Services

Description	Quantity	Unit Price	Extended Price
AP Positive Pay Export Format	1	$3,000	$3,000
AP/PR Check Recon Import	1	$1,000	$1,000
Install Fee - Additional Windows Server w/VS	1	$3,000	$3,000
Install Fee - New Server Install-WIN-EF w/VS	1	$9,000	$9,000
Performance Bond	1	$27,333	$27,333
Programming Services	52	$1,100	$57,200
Project Planning Services - F	1	$11,000	$11,000
Tyler Forms Financial Library - F	1	$2,500	$2,500
Tyler Forms General Billing Library - F	1	$2,500	$2,500
Tyler Forms Processing - Configuration - F	3	$1,000	$3,000
Tyler Forms Utility Billing Library - F	1	$5,500	$5,500
Tyler PO Distribution - Level 4	1	$2,500	$2,500
TOTAL:			$127,533

Conversion

Description	Price
AC Opt 1 - Actuals	$2,000
AC Opt 2 - Budgets	$2,000
AC Standard COA	$3,000
AP Opt 1 - Checks	$3,000
AP Opt 2 - Invoice	$4,000
AP Standard Master	$3,000
FA Opt 1 - History	$2,500
FA Std Master	$4,500
GB Opt 1 - Recurring Invoices	$4,000
GB Opt 2 - Bills	$5,000
GB Std CID	$2,200
IN Opt 1 - Commodity Codes	$2,200
IN Std Master	$4,000
PG Opt 1 - Actuals	$2,000
PG Opt 2 - Budgets	$2,000
PGA Standard	$3,000
Purchase Orders - Standard	$4,000
Utility Billing - Option 1 Services	$4,500
Utility Billing - Option 2 Assessments	$2,500
Utility Billing - Option 3 Consumption History	$4,500
Utility Billing - Option 5 Service Orders	$4,000
Utility Billing - Option 6 Backflow	$4,000
Utility Billing - Standard	$4,000
WO Opt 1 - Work Order Asset	$4,500
WO Opt 2 - Closed WO History No Cost Data	$6,500
WO Opt 3 - WO History With Cost Data	$6,500

TOTAL: $93,400

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Total Price	Unit Maintenance	Total Year One Maintenance
BMI CollectIT Additional Portable Data Terminal	1	$3,495	$3,495	n/a	n/a
BMI CollectIT Barcode PrinterKit	1	$1,295	$1,295	n/a	n/a
BMI CollectIT Inventory Scanning System	1	$6,490	$6,490	n/a	n/a

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Total Price	User Maintenance	Total Year One Maintenance
BMI PA600 Pocket AssetTrak	1	$2,195	$2,195	n/a	n/a
BMI Transtrak Fixed Asset Receiving System	1	$3,345	$3,345	n/a	n/a
BMI-ASSETRACK-PPC for MUNIS (incl. Install Fee)	1	$6,490	$6,490	n/a	n/a
Source Code Escrow Fee	1	n/a	n/a	$700	$700
Tyler Secure Signature Key - Additional	1	$150	$150	n/a	n/a
Tyler Secure Signature Key with System	1	$0	$0	n/a	n/a
Tyler Secure Signature System	1	$1,500	$1,500	n/a	n/a
Tyler Unlimited Client Access License	1	$31,000	$31,000	n/a	n/a
Tyler Unlimited Client Access Maintenance	1	n/a	n/a	$6,200	$6,200
3rd Party Hardware Sub-Total:			$24,960		$0
3rd Party Software SubTotal:			$31,000		$6,900
3rd Party Services Sub-Total:			$0		$0
TOTAL:			$55,960		$6,900

Summary

	One Time Fees	Recurring Fees
Total Tyler Software	$560,210	$30,000
Total Tyler Services	$557,058	$0
Total 3rd Party Hardware, Software and Services	$55,960	$6,900
Summary Total	$1,173,228	$36,900

Comments

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use, excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting.

The first annual software maintenance fees which cover the one (1) year period commencing upon installation of the software products are waived. Subsequent annual software maintenance fees will be due on the anniversary of the installation date of the software products at Tyler's then current fees.

For the Tyler software products; upon payment in full of the license fees, you will receive a perpetual site license, however, related third party products may be licensed annually and per concurrent user, not unlimited seat license. On an ongoing basis, you will also be responsible for any related third party fees, including those associated with the addition of users to the configuration, and you shall be responsible for any increases in third party fees.

Tyler's OSDBA Service is calculated at 25% of the MUNIS annual maintenance. There is a $2,500 minimum annual fee and a $30,000 maximum annual fee for OSDBA service.

City of Mesquite

Tyler's Disaster Recovery Service is calculated at 25% of the MUNIS annual maintenance. There is a $5,000 minimum annual fee and a $30,000 maximum annual fee for Disaster Recovery service. The Disaster Recovery fees are applicable only to one Live MUNIS database and excludes all test and training databases.

Tyler recommends the use of a 128-bit SSL Security Certificate for any Internet Web Applications, such as the MUNIS Web Client and the MUNIS Self Service applications. This certificate is required to encrypt the highly sensitive payroll and financial information as it travels across the public internet. There are various vendors who sell SSL Certificates, with all ranges of prices.

Conversion prices are based on a single occurrence of the database. If additional databases need to be converted, these will need to be quoted.

Pricing for optional items will be held for six (6) months from the quote date.

Training includes, one PM day, and one day of TCM LE training and two days of TCM SE implementation, training with configuration of 5 Financial & 5 HR documents. Project Management includes project planning, kick off meeting, status calls, trouble shooting, business process advise, verification, trouble shooting and transition to support.

Tyler Information Warehouse Connection includes up to 20 performance indicators.

There are a number of special considerations for a TCM conversion; # document types, # of fields per document type, # of sources are we converting from, data format and more. To determine the costs for Conversion services we include a consultant who will analyze and determine the cost to convert to Tyler Content Manager. One day of implementation is needed to determine the metadata/indexes fields and configuration of TCM.

Tyler Forms requires, HP Brand Black / White Laser Jet Networked Printer with Static IP Address, IEEE 1284-B Compliant Parallel Port (required for check printers only), HP Jet Direct Fast Ethernet Embedded Print Server, PCL 5e Drivers Installed, Minimum Memory – 64 MB, Minimum 80 Internal TrueType Scalable Fonts, Minimum of 2 Full Input Trays (Manual Feed Tray not usable), Accommodates Letter and Legal Size Paper Stock. Note: HP printers modified with TROY brand or any other 3rd party MICR security features are not supported for check printing.

Tyler's Form Library prices are based on delivering the specific form quantities listed below. Additional formats of forms listed below are extra. Custom forms are extra. Please note that TylerForms requires the use of approved printers only. Contact Manager of TFP for list of approved printers.

Payroll Library Includes: 1 PR Check, 1 Direct Deposit, 1 Vendor from Payroll Check, 1 Vendor from Payroll Direct Deposit, W2, W2c and 1099R.

Financial Library Includes: 1 A/P Check, 1 EFT/ACH, 1 Purchase Order, 1099M, 1099INT, 1099S and 1099G.

General Billing Library Includes: 1 Invoice, 1 Statement, 1 General Billing Receipt and 1 Miscellaneous Receipt.

Utility Billing Library includes: 1 Utility Bill, 1 Assessment, 1 UB Receipt, 1 Lien Letter, 1 UB Delinquent Notice, 1 Door Hanger and 1 Final Utility Bill.

Permits Library Includes: Includes 1 Building Permit, 1 Trades Permit, 1 Zoning Permit and 1 Certificate of Occupancy/Completion.

Business License Library Includes: 1 Business License and 1 Renewal Application.

Tax Billing Library Includes: XX Tax Forms.

Tyler Forms PO Distribution to XX department printers. Additional printer distribution is extra.

Tyler ERP system requires appropriately sized hardware server(s) with Windows OS and SQL database licenses, printers and scanners, etc. Tyler recommends a conference call with OSDBA manager to discuss server(s) and desktop sizing.

Programming for Check Reconciliation Import and Positive Pay Export assumes one bank format each. Multiple bank formats are extra.

Year one (1) maintenance fees will be invoiced when Tyler makes software available for download, prorated for a term commencing on delivery date and ending coincident with Client's current annual support agreement for Tyler Munis software.

TCM Conversion Service Definition

Tyler will generally convert relevant documents and useful data from a client's legacy system as a part of the TCM conversion/installation process. The Investment Summary contains an estimated cost for the project based on the assumptions below and our experience in performing similar successful conversions. The Client will be billed for actual conversion services provided by Tyler.

Content management conversion service is for data and images stored in some kind of standardized database. Our estimated cost for conversion allows up to 200,000 documents per data source. Clients are responsible for letting us know in advance how many data sources we are converting and the number of documents to prepare our estimated costs. Each individual source of data is a unique conversion and will be priced accordingly. Clients are responsible for extracting their legacy data and providing files for TCM Conversions. Tyler can provide detailed conversion data specification documents to Client's technical staff.

The Client must adhere to the rules as stated in the TCM conversion data and image specifications provided to the client at the Project Kickoff. Tyler Technologies will create the file that maps the data to the images. The client is responsible for providing the definition for how it is mapped as well as ensuring that the above image requirements are met.

The conversion service fees listed in the Investment Summary are based upon the following assumptions to your response and answers you provided to our Tyler Content Manager Conversion Questionnaire. – See answers on questionnaire exhibit

Tyler provides onsite training for a maximum of 20 people per class. In the event that more than 20 users wish to participate in a training or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Estimated Travel expenses are based on 283 days at $536 a day.

Programing services total is based on the following items from the City's functional checklist and Tyler response to RFP.

CASH RECEIPTS
109 5500
111 5500
126 16500
156 7700

UB
14 14300
43 7700

Totals – $57,200.

Escrow fee will be billed directly by the third party.

Optional Tyler Software & Related Services - not included in Totals

Description	License	Impl. Days	Impl. Cost	Consulting Days	Consulting Cost	Data Conversion	Module Total	Year One Maintenance
Bid Management	$14,300	3 @ $1,175	$3,525	1 @ $1,275	$1,275	n/a	$19,100	$2,574

City of Mesquite   Page 6 of 9

Optional Tyler Software & Related Services – not included in Totals

Description	License	Impl. Days	Impl. Cost	Consulting Days	Consulting Cost	Data Conversion	Module Total	Year One Maintenance
MUNIS Disaster Recovery Service	n/a	n/a	n/a	n/a	n/a	n/a	n/a	$30,000
Performance Based Budgeting	$40,000	7 @ $1,175	$8,225	7 @ $1,275	$8,925	n/a	$57,150	$7,200
TCM 3rd Party Connector	$7,000	2 @ $1,175	$2,350	n/a	n/a	n/a	$9,350	$1,260
Tyler Pulse Connection	$45,000	10 @ $1,175	$11,750	2 @ $1,275	$2,550	n/a	$59,300	$11,250
Tyler Pulse Connection (ThirdParty App.)	$12,500	10 @ $1,175	$11,750	2 @ $1,275	$2,550	n/a	$26,800	$3,125
Tyler Pulse Connection (TylerApplication)	$0	6 @ $1,175	$7,050	2 @ $1,275	$2,550	n/a	$9,600	$0
TOTAL:	$118,800	38	$44,650	14	$17,850	$0	$181,300	$55,409

Optional Other Services – not included in Totals

Description	Quantity	Unit Price	Extended Price
Change Management Consulting Solution - F	1	$60,000	$60,000
Estimated Travel Expenses	1	$151,688	$151,688
Tyler Consulting Services	1	$314,000	$314,000
TOTAL:			$525,688

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

Customer Approval: _____   Date: _____

Print Name: _____   P.O. #: _____

All primary values quoted in US Dollars

Discount Detail

Description	License	License Discount	License Net	Year One Maintenance Basis	Year One Maintenance Discount	Year One Maintenance Net	Impl Net	Consultant Net
Accounting/GL/BG/AP	$110,000	$33,000	$77,000	$19,800	$19,800	$0	23 @ $1,175	4 @ $1,275
Accounts Receivable	$30,000	$9,000	$21,000	$5,400	$5,400	$0	6 @ $1,175	2 @ $1,275
BMI Asset Track Interface	$5,500	$1,650	$3,850	$990	$990	$0	2 @ $1,175	1 @ $1,275
BMI CollectIT Interface	$5,500	$1,650	$3,850	$990	$990	$0	2 @ $1,175	1 @ $1,275
Business and Vendor Self Service (client hosted)	$23,100	$6,930	$16,170	$4,158	$4,158	$0	1 @ $1,175	n/a
Central Property File	$2,750	$825	$1,925	$688	$688	$0	1 @ $1,175	n/a
Citizen Self Service (client hosted)	$30,000	$9,000	$21,000	$5,400	$5,400	$0	1 @ $1,175	n/a
Contract Management	$14,300	$4,290	$10,010	$2,574	$2,574	$0	3 @ $1,175	1 @ $1,275
Employee Expense Reimbursement	$13,500	$4,050	$9,450	$2,430	$2,430	$0	5 @ $1,175	2 @ $1,275
Fixed Assets	$33,000	$9,900	$23,100	$5,940	$5,940	$0	6 @ $1,175	2 @ $1,275
GASB 34 Report Writer	$15,000	$4,500	$10,500	$2,700	$2,700	$0	4 @ $1,175	n/a
General Billing	$14,000	$4,200	$9,800	$2,520	$2,520	$0	6 @ $1,175	1 @ $1,275
Inventory	$33,000	$9,900	$23,100	$5,940	$5,940	$0	6 @ $1,175	2 @ $1,275
Post live Days	n/a	n/a	n/a	n/a	n/a	n/a	20 @ $1,175	n/a
MUNIS Connector for Laserfiche	$22,000	$6,600	$15,400	$3,960	$3,960	$0	1 @ $1,175	n/a
Maplink GIS Integration	$16,500	$4,950	$11,550	$2,970	$2,970	$0	1 @ $1,175	n/a
Munis Office	$22,000	$6,600	$15,400	$3,960	$3,960	$0	3 @ $1,175	n/a
OS/DBA Contract Services	n/a	n/a	n/a	$30,000	$30,000	$30,000	n/a	n/a
Project & Grant Accounting	$24,200	$7,260	$16,940	$4,356	$4,356	$0	4 @ $1,175	2 @ $1,275
Purchase Orders	$33,000	$9,900	$23,100	$5,940	$5,940	$0	6 @ $1,175	2 @ $1,275
Requisitions	$23,100	$6,930	$16,170	$4,158	$4,158	$0	8 @ $1,175	2 @ $1,275
Role Tailored Dashboard	$22,000	$6,600	$15,400	$3,960	$3,960	$0	2 @ $1,175	1 @ $1,275
System Admin & Security	n/a	n/a	n/a	n/a	n/a	n/a	4 @ $1,175	n/a
TCM Advanced OCR	$5,000	$1,500	$3,500	$900	$900	$0	2 @ $1,175	n/a
TCM SE	$45,000	$13,500	$31,500	$8,100	$8,100	$0	8 @ $1,175	2 @ $1,275
TCM Web License	$7,500	$2,250	$5,250	$1,350	$1,350	$0	2 @ $1,175	n/a
Treasury Management	$23,100	$6,930	$16,170	$4,158	$4,158	$0	3 @ $1,175	2 @ $1,275
Tyler Cashiering	$46,000	$13,800	$32,200	$8,280	$8,280	$0	6 @ $1,175	n/a
Tyler Forms Processing	$12,000	$3,600	$8,400	$2,500	$2,500	$0	n/a	n/a
Tyler GoDocs	$7,500	$2,250	$5,250	n/a	n/a	n/a	n/a	n/a
Tyler Incident Management	$22,000	$6,600	$15,400	$3,960	$3,960	$0	8 @ $1,175	2 @ $1,275
Tyler Reporting Services	$24,000	$7,200	$16,800	$6,000	$6,000	$0	3 @ $1,175	n/a
UB Interface	$16,500	$4,950	$11,550	$2,970	$2,970	$0	5 @ $1,175	1 @ $1,275
Utility Billing CIS	$58,000	$17,400	$40,600	$10,440	$10,440	$0	68 @ $1,175	1 @ $1,275
Work Orders, Fleet & Facilities Management	$41,250	$12,375	$28,875	$7,425	$7,425	$0	18 @ $1,175	7 @ $1,275

Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maintenance Discount	Year One Maintenance Net	Total Net	Consulting Net
Workflow Finance	n/a	n/a	n/a	n/a	n/a	n/a	5 @ $1,175	n/a
Workflow Revenue	n/a	n/a	n/a	n/a	n/a	n/a	5 @ $1,175	n/a
TOTAL:	$800,300	$240,090	$560,210	$174,917	$144,917	$30,000		

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Proposal
Local Government Division

Presented to:

Michelle Brand
Purcahsing Office
City of Mesquite
Mesquite Municipal Center
1515 N Galloway Ave.
Mesquite, TX 75185-0137

Proposal date: October 8, 2012

Submitted by: Lee Midkiff
(800) 264-2056
lee.midkiff@tylertech.com

Tyler Technologies
Local Government Division
5519 53rd Street
Lubbock, Texas 79414

Investment Summary

Michelle Brand
City of Mesquite
October 8, 2012

Tyler technologies

Cost Breakdown

Software	Cost	Annual Fees
License Fees	216,658	56,946
	216,658	**56,946**

Tyler On-Demand	Cost	Annual Fees
Hosted Applications	800	2,400
Incode Notification-Optional		
Custom Modification (See modification page)	6,000	1,500
Tyler Online Training Center		3,500
Network Services		600
	6,800	**8,000**

Hardware & Third Party Software	Cost	Annual Fees
Cash Collection Hardware	13,290	1,458
	13,290	**1,458**

Professional Services	Cost
Implementation Services	36,000
. Professional Services	15,000
Data & Conversion Assistance Fees	30,000
Cash Collection Hardware	500
	81,500

Project Total		
	318,248	**66,404**

Estimated Travel Expenses   15,667

Note: Travel Expenses are billed as incurred based on Federal IRS per diem standards.

Software Licenses

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City of Mesquite
October 8, 2012

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Application Software	QTY	Estimated Hours	Estimated Services	License Fee	Annual Fee
Incode Court Case Management Suite	1			189,347	50,188
Criminal Court Case Management		112.0	14,000		
Centralized Cash Collections		16.0	2,000		
Incode Scheduling		N/A	N/A		
(Warrent Scheduling, Macro Scheduling, Citation Import Scheduling)					
Officer Email Notification		N/A	N/A		
Citation Issuing Device Interface		N/A	N/A		
Court Incode Web Services		N/A	N/A		
Dallas Region Interface		N/A	N/A		
DMV/Scofflaw Program Interface		N/A	N/A		
Court/Police (non-Incode) Interface		N/A	N/A		
(Import or Export of Citations/Warrents/Dispositions)					
General Ledger (non-Incode) Interface-Munis No Charge		N/A	N/A		
GIS/Street Index Extract		N/A	N/A		
Jury Data Import		N/A	N/A		
Collection Agency Export Interface		N/A	N/A		
F Report Writer- Limited		N/A	N/A		
Incode Content/Document Management Suite	1			21,876	5,400
Secure Signatures *(includes 2 signatures)*		N/A	N/A		
Each Signature (scan and prepare for use)	2	N/A	N/A		
Output Director					
Output Director		8.0	1,000		
(Base Engine, Print Output Channel, Tyler Content Management Output Channel, Email Output Channel)					
Content Management					
Tyler Content Manager Standard Edition (TCM SE)		36.0	4,500		
(Unlimited Full & Retrieval Licenses, Multiple Scan Stations, Advanced OCR, Content Manager for Incode Applications)					
System Software & Network Services				5,435	1,359
System Software					
System Software			N/A		
Incode Application Subtotal		180	22,500	211,223	55,588
System Software Subtotal		0	0	5,435	1,359
Application and System Software Total		180	22,500	216,658	56,946

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Application Professional Services Summary	Estimated Hours	Estimated Services
Implementation Services		
Court Case Management Suite	248	31,000
Content Management Suite	40	5,000
Conversion Services		
Court Case Management Suite	48	30,000
INCODE Professional Services		
Project Management		10,000
Final Implementation Services	40	5,000
Professional Services Total	376	81,000

Implementation Services Breakdown	QTY	Estimated Hours	Estimated Services

Incode Court Case Management Suite

Criminal Court Case Management	1	224	28,000
Centralized Cash Collections	1	24	3,000
Incode Scheduling	1		N/A
(Warrant Scheduling, Macro Scheduling, Citation Import Scheduling)			
Officer Email Notification	1		N/A
Citation Issuing Device Interface	1		N/A
Court INCODE Web Services	1		N/A
Dallas Region Interface	1		N/A
DMV/Scofflaw Program Interface	1		N/A
Court/Police (non-INCODE) Interface	1		N/A
(Import or Export of Citations/Warrants/Dispositions)			
General Ledger (non-INCODE) Interface	1		N/A
GIS/Street Index Extract	1		N/A
Jury Data Import	1		N/A
Collection Agency Export Interface	1		N/A
Report Writer- Limited	1		N/A
Court Case Management Suite Subtotal		248	31,000
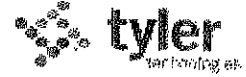
Incode Content Management Suite

Incode Printing and Reporting Solutions			
Secure Signatures *(includes 2 signatures)*	1		N/A
Each Signature (scan and prepare for use)	2		N/A
Output Director			
Output Director	1	8	1,000
(Base Engine, Print Output Channel, Tyler Content Management Output Channel, Email Output Channel)			
Content Management			
Tyler Content Manager Standard Edition (TCM SE)	1	32	4,000
(Unlimited Full & Retrieval Licenses, Multiple Scan Stations, Advanced OCR, Content Manager for Incode Applications)			
Content Management Suite Subtotal		40	5,000

Professional Services

Professional Services			
Project Management			10,000
Final Implementation		40	5,000
Professional Services Subtotal		40	15,000

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Conversion Services	QTY	Conversion Programming Fee	Estimated Hours	Estimated Services	Conversion Services
Financial Applications					
Court Applications					
Criminal Court Case Management					
Citation/Case Information		15,000	32.0	4,000	19,000
Violation (offense) Information		Included			
Fee/Fine/Cost Assessments		Included			
Fee/Fine/Cost Payments		Included			
Fee/Fine/Cost Non-Cash Credit		Included			
Bond Information		Included			
Warrant Information		Included			
Officers		Included			
Witnesses		Included			
Defendants		Included			
Offense Code Master		Included			
Vehicles		Included			
Attorneys		Included			
Citation History		Included			
Receipts		Included			
Images					
Images		9,000	16.0	2,000	11,000
		Included			
Conversion Services Subtotal		24,000	48	6,000	30,000
Conversion Services Total		24,000	48	6,000	30,000

Custom Modification
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City of Mesquite
October 8, 2012

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Custom Programming	QTY	Base License Fee	Estimated Hours	Estimated Services	Annual Maintenance
Custom Interface/Custom Programming					
Interface to Attorney Ticket System *est	1	6,000		0	1,500

The prices shown are estimated until scope can be identified.

Custom Interface/Programming Subtotal		6,000	0	0	1,500
Custom Interface/Programming Total		6,000	0	0	1,500

Cash Collection Hardware
Michelle Brand
City of Mesquite
October 8, 2012

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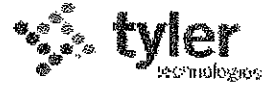
Misc. Hardware and Network Equipment	QTY	Price	Maintenance
Cash Collection			
All TM-H6000IV printers include PS-180 power supply, ribbon, USB Cable and 50 roll case of paper			
Epson TM-H6000IV Thermal Receipt Printer - Black, USB NEW	6	6,300	1,218
***ALL MEDIA PLUS CASH DRAWERS ARE: 5" high, 16" deep, 17" wide			
Media Plus Automated Cash Drawer -Black NEW (INCODE)	6	1,200	240
Mag Stripe Reader - *V8.0 & PS*	6	510	
Topaz Signature Pad T-L462 - USB *On-Premise Court Sites*	6	2,100	
Microsoft Eyball cameras	6	480	
Xerox DocuMate 3115 Sheetfed Scanner - CN4671	6	2,700	

		Price	Maintenance
Hardware & System Software Subtotal		13,290	1,458
Installation & Configuration of System		500	
Hardware and System Software Total		13,790	1,458

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Service	Annual Fee

Tyler OnDemand - Tyler Online Training Center

Tyler Online Training Center | 3,500
- Open for ALL Employees during subscription period
- Unlimited Access to Live Webinars and Archived Webinars
- Unlimited Access to Self Study Courses
- Available 24/7
- Continuing Professional Education Credit with NASBA Standards
- Live Webinars conducted monthly with an estimated 60 webinars annually
- Over 45 Online Self Study Courses
- General business knowledge and Microsoft Office software based courses
- Courses cover a variety of topics that span the entire suite of INCODE applications

   o Court

- New Webinars and Self Study Courses added throughout the year

Tyler Technologies, Inc. is registered with the National Association of State Boards of Accountancy (NASBA) as a sponsor of continuing professional education on the National Registry of CPE Sponsors. State boards of accountancy have final authority on the acceptance of individual courses for CPE credit. Complaints regarding registered sponsors may be addressed to the National Registry of CPE Sponsors, 150 Fourth Avenue North, Suite 700, Nashville, TN, 37219-2417. Web site: www.nasba.org

Tyler Online Training Center Total | **3,500**

Hosted Applications

Michelle Brand
City of Mesquite
October 8, 2012

Service	QTY	Charges		Initial Year	Annual Fee
Citizen Portal					
One Time Setup Fee	1	800		800	
- Hardware Configuration					
- DNS registration					
Monthly fee to support and host Web site		100	/month	1,200	1,200
INCODE Court Online Component					
Monthly support/maintenance fee		100	/month	1,200	1,200
- Display of citation/citations for payment					
- Display of Payment Plans					
- Payment Options					
- Drivers Safety Course					
- Deferred Disposition					
- Make Payment					
- Collects plea from defendant					
- Security -- SSL (Secure Socket Layer)					
- Payment Processing - Credit Card					
• Payment packet is created to be imported to Court System					

NOTE: Defendant pays $2.50 fee per transaction for payment on-line.

				Initial Year	Annual Fee
Hosted Applications Total				3,200	2,400

INCODE Notification-OPTIONAL

Michelle Brand
City of Mesquite
October 8, 2012

Service	Annual Cases	Charges	Annual Fee

INCODE Notification for Courts

INCODE Notification for Courts ($1 per violation)
   - Defendant Notification by Phone
   - Call can be made for:
      • Citation Issued
      • Court DateReminder
      • Court Date Missed, Notify of Next Step
      • Warrant Issued
      • Payment Plan due date reminder
      • Etc.
   - Case updated after call
      • Call taken live
      • Left message
      • No answer
   - Court creates unique message for each call type
   - Call message can be English or Spanish
   - Call Attorney, rather than Defendant

	Annual Cases	Charges	Annual Fee
INCODE Notification for Courts ($1 per violation)	2,500	1.00 /violation	2,500

Note: The Court will be billed for the cases in which calls are made. The $1.00 charge per violation includes up to 4 calls per violation, as shown above. The Court will be billed by Tyler Technologies monthly for the calls conducted.

Estimated Monthly Fee	$	208.33

INCODE Notification For Court Total	2,500

ROI

Annual Cases		2,500
Estimated Citation Amount Less State Fees ($180 - $95)	$	85.00
Annual INCODE Notification for Court Fee		2,500
Breakeven Point		
Additional Cases Closed Annually	29	1.18%

(Annual Fee/Est. Ticket Amount Less State Fees)

Exhibit 2

Verification Test

The verification test ("Test") detailed below will be conducted following installation. The purpose of the Test is to ensure the Tyler Software Products perform as warranted, using the MUNIS Verification Database. The MUNIS Verification Database contains the types of information ordinarily used by the specified software and the Test utilizes said data to demonstrate the performance of the specified software's base line functions. As such, the Test is not intended to validate any site specific functionality and will only be conducted for those software products licensed by the Client. Client-specific functionality will be reviewed during the implementation phase when site-specific data will be applied against the desired functionality.

Many sections below contain three phases: table views, reports, and process. Each phase is intended to be completed in 4 hours or less. Please note that each phase listed below has a space where Client will be asked to initial, indicating that the verification has been performed and accepted.

Upon completion of installation, Tyler will additionally provide the Client with an installation report containing the URL location on the City's hardware infrastructure where each Tyler software module has been installed. The Client may use this installation report to independently confirm the installation and presence of the Tyler software for modules that are not able to be demonstrated as part of the Verification Test procedure because they require additional implementation or operating environments to run.

FINANCIALS:

Phase 1
- View general ledger master table
- View budget master table
- View vendor master table
- View general ledger account inquiry – perform drill down
- Find purchase orders/requisitions in purchase order inquiry
- View inventory master
- View fixed assets master
- View work order master

Phase 2
- Enter a requisition
- Approve the requisition
- Convert to a purchase order
- Post the purchase order
- Enter an invoice against the requisition
- Post the invoice
- Select items to be paid report
- Print checks (on blank paper without forms)
- Find journals in journal inquiry using date find

Phase 3
- Reports:
    - General ledger trial balance
    - Year to date budget report
    - Vendor invoice list
    - Purchase orders by general ledger account (select open purchase orders)
    - Inventory list by location
    - Fixed asset list by location

    -

UTILITY BILLING:

Phase 1
- View charge code file with rate tables
- View account master – perform drill down
- View customer file
- View bill inquiry
- View account inquiry

Phase 2
- Add new account
- Create water service record
- Start a new bill run
    - View charges file maintenance
- Enter meter reading manually
- Run charges proof register
- Generate accounts receivable
- Print bills (on blank paper without forms)
- Make a payment to a bill

Phase 3
- Reports:
    - Consumption inquiry/report
    - Utility billing aging report
    - Charge/payment history
    - Detail receivables register

OTHER REVENUE (TAX/EXCISE/GENERAL BILLING):

Phase 1
- View customer file
- View parcel file
- View charge code file
- View tax year parameter
- View motor vehicle master file

- View bill inquiry
- View lien file
- View receipt inquiry
- View activity totals inquiry/report

Phase 2
- Create a new general billing customer
- Add a general billing invoice
- Make a payment against the general billing
- Make a payment against a tax/excise/personal property/etc. bill
- Print payments proof
- Post payments
- Use receipt inquiry to find the payment

Phase 3
- Reports
  - Summary receivables
  - Detail receivables
  - Posted payments report

PROJECT ACCOUNTING:

(Performed with General Ledger)

- View project master table
- View general ledger master with project code
- View project budget report

MUNIS OFFICE:

- Export from general ledger account inquiry into Excel
- Export from general ledger account inquiry into Word

CONTRACT MANAGEMENT:

- View contract master file

- Enter a requisition against a contract
- View contract master to highlight changes

TREASURY MANAGEMENT:

- View a recurring cash flow record for current fiscal year in recurring cash flow F/M
- Generate cash flow file maintenance
- Generate a journal entry on the cash flow file maintenance record created
- Go to general journal entry/proof, find journal that was generated and post it

-

TYLER COURT CASE MANAGEMENT:

Phase 1
- View system maintenance
- View offense codes
- View fee tables
- View citation information
- View master names
- View vehicles

Phase 2
- Enter a new master name record
- Enter a new citation record
- Enter a payment
- Enter non-cash credit
- Enter and apply a bond
- Issue and clear a warrant
- Process end of day

Phase 3

- View citation edit listing report
- View end of day reports
- View violations by date report
- View violations by officer report

ROLE TAILORED DASHBOARD:

- Start Role Tailored Dashboard
- Log in

TYLER CONTENT MANAGER:

- Launch program
- Log in to TCM
- View search screen

Exhibit 3

Support Call Process

Tyler Technical Support Department

Goal: To provide an effective support mechanism that will guarantee timely resolution to calls, resulting in high-level customer satisfaction.

How to contact us

For support on the Munis Financial applications: Call the Tyler toll free number (800-772-2260) or log a support request online through the Tyler Website (www.tylertech.com).

For support on the Court Case Management applications: Call the Tyler toll free number (1-800-646-2633)

How support is organized

The Tyler Technical Support department is divided into 8 teams; Financials, Payroll/HR, Tax/Other Revenue and Collections, Utility Billing and Collections, OS/DBA (Operating System and Database Administration), Crystal Reports, Tyler Education Management and Tyler Forms.

These "product specific" teams allow support staff to focus on a group of products or services. A team of specialists assigned to each team will handle your calls quickly and accurately.

Each team consists of a Tyler Support Product Manager, Support Analysts and Technical Support Specialists. The Support Product Manager is responsible for the day-to-day operations of the team and ensuring we provide exceptional technical support to our clients. The Support Analysts are responsible for assisting the team with client's issues and provide on-going training for the team. Technical Support Specialists are responsible for diagnosing and resolving customer issues in a timely and courteous manner.

Standard support hours

Financials	8 AM-8 PM EST (Monday-Friday)
Payroll/HR	8 AM-8 PM EST (Monday-Friday)
Tax/Other Revenue and Collections	8 AM-6 PM EST (Monday-Friday)
Utility Billing and Collections	8 AM-8 PM EST (Monday-Friday)
OS/DBA	8 AM-6 PM EST (Monday-Friday)
Crystal Reports	8 AM-5 PM EST (Monday-Friday)
Tyler Education Management	8 AM-4:30 PM EST (Monday-Friday)
Tyler Forms	8 AM-4:30 PM EST (Monday-Friday)
Court Case Management	8 AM-8 PM EST (Monday-Friday)

Support is not available on the following holidays:
- New Year's Day (January 1)

- Memorial Day (observed)
- Independence Day (July 4)
- Labor Day (observed)
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day (December 25)

Focus on Incoming rate

When you call Technical Support your call will be answered incoming by a support technician, or you will be transferred into the support voice mail. Our Goal is to capture 75% of our daily calls incoming, which means you will often be able to start working with a support specialist immediately when you call.

Leaving messages for support

When you leave a message on the support voice mail, make sure the following information is in the message:

-Your full name (first name, last name) and the site you are calling for/from

-A phone number where you can be reached

-The details of the issue or question you have (i.e.: program, process, error message)

-The priority of the issue (1, 2, 3 or 4)

-When you will be available for a return call from support (most times support will call back within an hour of your message)

Paging

All client questions are important to us. There may be times when you are experiencing a priority 0 critical issue and all technicians for the requested team are on the line assisting customers. In this circumstance, it is appropriate to press 0 to be redirected to the operator. The operator will page the team you need to contact. We ask that you reserve this function for those times when Tyler is down or a mission critical application is down and you are not able to reach a technician immediately.

Online support for Munis Financials

Some questions can be handled very effectively by e-mail. Once you have registered as a user on the Tyler Website (www.tylertech.com) there is an option under "Customer Tools" that allows you to ask questions or report issues to support. Tyler's Customer Portal (TCP) allows you to log an incident to Technical Support

anytime from any internet connection. All TCP account, incident and survey data is available in real-time.

Your existing contact information defaults when you add a new support incident. You will be asked for some required information such as an Incident Description, Priority, Product Group and Product Module. There is unlimited work-note text for you to describe the question or problem in detail, plus the ability to attach files or screenshots that you think would be helpful to support.

When you add a new incident, the incident number is presented on the screen and you will receive an automated e-mail response that includes the incident number. The new incident is routed to the appropriate technical support team queue for response. The appropriate team will review your incident, research the item and respond via e-mail within two (2) business days.

Customer Relationship Management System

Every call or e-mail from you is logged into our customer relationship management system and given a unique call number. This system tracks the history of each incident, including the person calling, time of the call, priority of the call, description of the problem, support recommendations, client feedback, and resolution. For registered users on the Tyler Website (www.tylertech.com), a list of calls is available real-time under the Tyler Customer Portal (TCP).

Call Numbers

Support's goal is to return client's calls as soon as possible. If you are not available when we call back we will leave a message with the open call number on your voice mail or with a person in your office. Then when you call back you can reference this call number so you do not have to re-explain the issue.

An open call number is also given to you once an initial contact has been made with support and it is determined that the issue will not be resolved during the initial call. The open call number lets you easily track and reference specific open issues with support.

Call Priorities

A call escalation system is in place where, each day, Support Analysts and Product Support Managers, review open calls in their focus area to monitor progress.

Each call logged is given a priority (1, 2, 3 and 4) according to the client's needs/deadlines. The goal of this structure is to clearly understand the importance of the issue and assign the priority for closure. The client is responsible for setting the priority of the call. Tyler support keeps track of responsiveness to priority 1, 2 and 3 calls each week. This measurement allows us to better evaluate overall customer satisfaction.

Priority 1 call – issue is critical to the client, the Tyler application or process is down.

Priority 2 call – issue is severe, but there is a work around the client can use.

Priority 3 call – issue is a non-severe support call for the client.

Priority 4 call – issue is a low priority for the client and they would like to work with support as time permits.

Open Call Priority	Goal – maximum number of days a support call is open	Goal – Support managers and analysts review open calls
1	Less than a day	Daily
2	10 Days or less	Every other day
3	30 Days or less	Weekly
4	60 Days or less	Weekly

Following up on open calls

Some of your issues will not be resolved during the first call with a support technician. If the call remains open, the technician will give you an open call number to reference and confirm the priority of the incident.

If you want to follow up on a call you have open with a support technician, call the appropriate support team and reference the call # to the technician who answers or leave this information in your message. Referencing the open call number allows anyone in support to quickly follow up on the issue for you. You can also update the incident through TCP on the Tyler Website (www.tylertech.com) and add a note requesting follow-up.

Escalating a support call

If the situation to be addressed by your open call has changed and you need to have the call priority adjusted, please call the appropriate support team and ask to be connected to the assigned technician for the call. If that technician is unavailable, another technician on the team may be able to assist you with the call priority escalation or transfer you to the product support team manager.

If you feel you are not receiving the service you need, call the appropriate Product Manager and tell them the open call number for which you need assistance. The Product Manager will follow up on your open issue and determine what needs to be done to meet your needs.

Technical Support Product Managers:

Michelle Madore (michelle.madore@tylertech.com)	(X4483)	Financials Team
Sonja Johnson (sonja.johnson@tylertech.com)	(X4157)	Payroll Team
Steve Jones (steven.jones@tylertech.com)	(X4255)	Tax and Other Revenue Team
Laurie Littlejohn (laurie.littlejohn@tylertech.com)	(X4392)	Utility Billing Team
Greg Mehlhorn (greg.mehlhorn@tylertech.com)	(X4391)	OS/DBA Team
Michele Violette (michele.violette@tylertech.com)	(X4381)	Crystal Team

Greg Mehlhorn (greg.mehlhorn@tylertech.com)   (X4391)   Tyler Forms Team
Tracy Silva (tracy.silva@tylertech.com)   (X4433)   Tyler Education Management
Rita Ewings (rita.ewings@tylertech.com)   (X3301)   Court Case Management

If you are unable to reach the Product Manager, you should call CJ McCarron, Vice President of Technical Support at extension 4124 (cj.mccarron@tylertech.com) for Munis financial application related issues or Bryan Thompson, Manager of Support Services at extension 3001 (bryan.thompson@tylertech.com) for Court Case Management related issues.

Remote Support Tool

There will be support calls that require further analysis of your database or setup to diagnose a problem or assist you with a question. GoToAssist® is used to share your desktop via the Internet and provide you with virtual on-site support. The GoToAssist tool from Citrix (www.citrix.com) provides a highly secure connection with 128-bit, end-to-end AES encryption. Support is able to quickly connect to your PC and view your site's set up, diagnose problems, or assist you with screen navigation.

At the end of each GoToAssist session, there is a quick survey you should complete so we have accurate and up-to-date feedback on your support experiences. We review the survey data so that we can continually improve our services.

E-mail Registration

Customers can go to our web site and register for email "groups" based on specific Tyler applications. We use these groups to inform clients of issues and to distribute helpful technical tips and updated technical documentation. The survey information allows you to update your registration at any time. You may unregister for one or more distribution lists at any time if you want to do so.

Tyler Website

Once you have registered as a user on the Tyler Website (www.tylertech.com) you will have access to "Customer Tools" and other information such as on-line documentation, user forums, group training schedule/sign-up and annual user conference updates/registration.

Exhibit 4

Business Travel Policy Summary

1.   Air Travel

A.   Reservations & Tickets

Tyler's Travel Management Company (TMC) 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 reservations far enough in advance (14 days) to take full advantage of discount opportunities. A seven day advance booking requirement is mandatory. When booking less than seven days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is scheduled to exceed six hours, only economy or coach class seating is reimbursable.

B.   Baggage Fees

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

- Up to five days = one checked bag
- Six or more days = two 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, provided, however, that employees shall not utilize personal vehicles if the cost for the same would exceed the airfare costs to travel by air.

B.   Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience and the specific situation 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 employees are encouraged to share rental vehicles wherever practical. Tyler carries leased vehicle coverage for business car rentals; 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.

4.   Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status 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 range from $46 to $71. A complete listing is available at www.gsa.gov/perdiem.

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 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 is defined as direct travel time and does not include time taken to stop for dinner

5.   Entertainment

All entertainment expenses must have a business purpose; a business discussion must occur either before, after or during the event in order to qualify for reimbursement. The highest-ranking employee present at the meal must pay for and submit entertainment expenses. An employee who submits an entertainment expense for a meal or participates in a meal submitted by another employee cannot claim a per diem for that same meal.

6.   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.

Effective Date: April 1, 2012

Exhibit 5

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

Tyler Technologies, Inc.   City of Mesquite

By: _Stacey M. Gerard_   By: _Ted Barron_

Name: _Stacey M. Gerard_   Name: _Ted Barron_

Title: _Assistant Secretary_   Title: _City Manager_

Date: _October 17, 2012_   Date: _October 18, 2012_

Exhibit 6

Statement of Work

The Statement of Work, developed and finally agreed to on _October 15, 2012_

[See pages following]

Statement of Work

19 September, 2012
Version 3.0

City of Mesquite, TX

Munis ERP & Incode Court Solutions

David Carll, Account Executive
Tyler Technologies, Inc., ERP and School Division
Email: david.carll@tyertech.com
Web: www.tylertech.com
Phone:

Table of Contents

City of Mesquite, TX
Munis ERP and Incode Court Case Management Solutions

Section 1 Project Overview

1.1 Objectives of the Project

To be filled in by City

1.2 Scope of the Project

The project scope includes both the software scope defined below as well as the scope of the implementation effort that is defined in Section 4 of this document. All positive responses to the functional requirements for the software and related services proposed are considered to be in scope.

This Statement of Work assumes a standard implementation and therefore does not include Software as a Service (SaaS) or any other Tyler-hosted applications.

1.2.1 Scope of Tyler Munis Modules

Tyler has proposed software modules based on the Functional Checklist in the City RFP. The following list shows the Tyler and 3rd Party software modules to be implemented during each phase of the implementation.

Financials Modules	Revenue Modules
• Accounting/GL/Budget/AP	• Business License
• Project and Grant Accounting	• Central Property File
• Purchase Orders	• Citizen Self Service
• Requisitions	• Maplink GIS Integration
• Contract Management	• Tyler Cashiering
• Inventory	• Tyler Incident Management (CRM)
• Accounts Receivable	• UB Interface
• General Billing	•
• Treasury Management	•
• Employee Expense Reimbursement	• Utility Billing CIS
• Workflow Finance	• Workflow Revenue
• Business and Vendor Self Service	
• Fixed Assets	System-wide Modules
• GASB 34 Report Writer	• Role Tailored Dashboard
• BMI Asset Track Interface	• System Admin and Security
• BMI CollectIT Interface	• MUNIS Connector for Laserfiche
• Work Orders, Fleet & Facilities Management	• Munis Office
	• Tyler Reporting Services
	• Tyler GoDocs
	• Tyler Forms Processing
	• Tyler Content Manager Standard Edition
	• Tyler Content Manager Advanced OCR
	• Tyler Content Manager Web

City of Mesquite, TX
Munis ERP and Incode Court Case Management Solutions

1.2.2 Scope of Tyler Incode Modules

Court Case Management Modules	Document Management Modules
• Criminal Court Case Management	• Secure Signatures
• Centralized Cash Collections	• Output Director
• Incode Scheduling	• Tyler Content Manager Standard Edition
• Officer Email Notification	
• Citation Issuing Device Interface	
• Court Incode Web Services	•
• Dallas Region Warrant Interface	•
• DMV/Scofflaw Program Interface	•
• Court/Police (non-Incode) Interface	•
• General Ledger (Munis) Interface	•
• GIS/Street Index Extract	•
• Jury Data Import	
• Collection Agency Export Interface	
• Report Writer – Limited	

1.2.3 Hardware in Scope

Cash Collection Hardware
• Epson Thermal Receipt Printers (6)
• Media Plus Automated Cash Drawers (6)
• Magnetic Stripe Readers (6)
• Topaz Signature Pads (6)
• Microsoft Eyeball Cameras (6)
• Xerox DocuMate Sheetfed Scanners (6)

1.2.4 Other Services in Scope

Following is a list of other services that are in the scope of this contract.

• AP Positive Pay Export Format
• AP/PR Check Recon Import
• Install – Additional Windows Server
• Install – New Server Install
• MUNIS Connector for Laserfiche Installation
•
• Performance Bond
• Project Planning Services
• Tyler Forms Financial Library
• Tyler Forms General Billing Library
• Tyler Forms Business License Library
•
• Tyler Forms Utility Billing Library
• Tyler Forms GoDocs Configuration

•	Tyler Forms Processing - Configuration
•	Tyler PO Distribution – Level 4
•	Conversion Services
•	Project Management
•	Incode Final Implementation Services (5)
•	Munis Post Live Days (20)

Optional Software

See contracted Investment Summary for optional services available

Optional Other Services

See contracted Investment Summary for optional services available

1.3 Project Timeline / High Level Project Plan

The project schedule will be developed and maintained by the Tyler and City Project Manager in coordination with Project Teams in order to meet the needs of the City while keeping in mind the guidelines for implementation. The initial project plan will also be created and loaded into SharePoint for use by the City. Project Status Reports will be posted to SharePoint every 2 weeks and will be reviewed during the Project Status calls along with discussion and decisions on the project schedule. Tyler will provide a project plan template in MS Project 2010 for the City to copy the SharePoint project plan as desired. All maintenance of the project plan and related tasks will be performed within SharePoint.

Live dates are targets, and should not place unnecessary constraints on the project. The project kick-off is held within 30 - 45 days of contract signing. The project officially starts at kick-off.

The phased implementation for the City of Mesquite, TX may look as follows. The proposed timeline assumes utilizing the product as-is. Further discussion between the Tyler and City Project Manager is necessary to determine resource availability, limits and constraints prior to developing the actual project schedule.

Phase	Product Suites	2012		2013												2014									
		Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct
1	Core Financials																								
1b	Municipal Court																								
2	Phase 2 Financials																								
3	Work Orders, Fleet & Facilities																								
4	Utility Billing & CSS																								

Target Phase I: Dec 2012 – July 2013
1. Budget
2. General Ledger
3. Accounts Payable
4. Requisitions and Purchase Orders
5. Project and Grant Accounting

Target Phase Ib: Dec 2012 – August 2013
1. Municipal Court

Target Phase II: Apr 2013 – Oct 2013
1. Inventory
2. General Billing
3. Accounts Receivable
4. Tyler Cashiering
5. Contract Management
6. Fixed Assets

Target Phase III: Jul 2013 – Jan 2014
1. Work Orders, Fleet, Facilities
2. Tyler Incident Management (CRM)

Target Phase IV: Sept 2013 – Sept 2014
1. Utility Billing
2. MapLink GIS Integration

City of Mesquite, TX
Munis ERP and Incode Court Case Management Solutions

3. Citizen Self Service

Section 2   Project Assumptions & Activities

Implementation services will be provided as described in this Statement of Work.

2.1 General Project Activities and Deliverables

2.1.1 Estimated Days

The following outlines major assumptions regarding the Contract and the commitment to Live Dates on time and within budget:

- The City shall schedule all applicable users to attend scheduled analysis, implementation and training sessions. Tyler shall provide two weeks advance notification of the project schedule to coordinate staff participation.

- Session topics are scheduled in advance. Tyler will provide an agenda for each session that summarizes the format of the session, any prep work that must be completed prior to the session, and the goals and objectives of the session. One session per topic will be covered within the scope of the project. If the City chooses to have additional sessions repeated, these would be out of scope and require a change order for additional implementation days. This does not include scheduled topics that are repeated for different levels of users. For instance, Accounts Payable subject matter experts and Core Users will both have AP sessions; however, the level of analysis and hands-on training differs for each group and are considered separate, scheduled sessions.

- 20 days of on-site assistance during Go-Live of the implementation has been included for the Munis ERP products. Tyler and City will work together during the go-live planning sessions to determine the allocation of these days for each phase. Additional Live assistance will be considered out of scope and will require a change order for additional implementation days. Tyler has included post-live training for reporting, month-end processing, year end, 1099 and CAFR, as defined in the project schedule that will be delivered by the Tyler PM. This post-live training is included in the scope of the contract.

- Tyler will train functional leads, subject matter experts, End (core) users and will conduct a Train-the-Trainer session in order to prepare the trainers to train their decentralized users. Tyler will provide standard training materials for use in these sessions. It will be the City's responsibility to train decentralized users. The City is responsible for scheduling the decentralized training, developing customized user documentation (Tyler will provide standard documents that may be modified), conducting the training, and assessing user understanding and acceptance.

- All project tasks will be assigned owners and due dates which correspond with the overall project schedule. Project Tasks that are not completed by the due date may adversely affect the project schedule and Live Dates.

- Decisions will be made in a timely fashion in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Decisions left unmade may affect the project schedule as each analysis and implementation session builds on the decisions made in prior sessions.

2.1.2 Project Planning and Kickoff

The following outlines major assumptions and activities surrounding the Project Initiation and Kickoff phase of the Project:

- The City shall assign and authorize a Project Manager prior to the start of this phase.

- The City Project Manager, along with the Tyler Project Manager, shall participate in the review and final revision of the Project management and planning documents, which include this Implementation Project Scope Agreement, the Project Risk Register, and the Communications Plan.

- The Tyler Project Manager and City Project Manager shall complete development of the Project Plan.

- The City project staff shall participate with the Tyler Project Manager in the Project Kickoff meeting to discuss the project approach and expectations.

- The Project Planning Services line item in the contract covers the development of the Project Management Plan at the onset of the project and maintenance of the plan throughout the project.

2.1.3 Facility Requirements

The following outlines major assumptions surrounding the Facility used for the Project:

- The City of Mesquite will provide a room to be used as a training lab for Tyler staff to transfer knowledge to City resources as well as a place for City staff to practice what they have learned.

- The room is to be set up in a classroom setting. The number of workstations in the room to be determined by the City. It is our recommendation that every person attending a scheduled session with a Tyler Implementer have their own workstation; however, we require no more than two people at a given workstation.

- A workstation is to consist of a computer that has access to the Tyler training/test databases and a printer.

- The workstation used by the individual conducting the session must be linked to a projector so everyone attending the session is able to follow the information being communicated.

- In addition to computers and a printer, it is recommended that a phone be available in the room as well as a white board with markers and eraser.

- It is the responsibility of the City to schedule the training room for the sessions conducted by Tyler staff.

- Should phases overlap, it may be necessary to make multiple training facilities available.

2.1.4 Homework

The following outlines major assumptions and activities surrounding the implementation of the Tyler solution:

- Tyler will communicate to City before each session the prerequisites that must be completed prior to conducting the session. Agendas are posted to SharePoint 2 weeks in advance of any scheduled session. Agendas will describe goals and agendas topics for the session and required participants (roles).

- Tyler will communicate to City after each session the tasks that must be completed prior to Tyler personnel returning to the site.

- Homework assignments and tasks will be listed on the Project SharePoint site along with due date and owner

- Typical homework items are as follows:
  - Practice on processes learned
  - Review any delivered documents prior to attending scheduled training session

- Should the City not be able to complete communicated prerequisites or tasks, then they are to bring it to the attention of the Tyler Project Manager immediately so that assistance can be offered or scheduling be revised.

2.1.5   Knowledge Transfer

- Tyler shall assist and provide the City guidance to ensure that system configuration takes into consideration both City needs, and maximizes the capabilities of the software.

2.1.6   Accounts Payable

The following outlines major assumptions and activities surrounding the Accounts Payable implementation:

- Tyler will assist the City in the selection and definition of Accounts Payable functional configuration options (e.g., A/P Parameters, Miscellaneous Codes, etc.).

- The City, with Tyler support, is responsible for the testing of selected configuration options.

- The City, through data testing, will approve the functional configuration options and setup.

- The City, with Tyler support, shall conduct configuration testing and approval using sample data prior to conversion data loading or verification.

- Tyler will instruct the City how to load and verify the Purchase Order converted data.

- The City is responsible for verifying the Accounts Payable conversion process with assistance and guidance from Tyler.

- The City will determine and approve the final converted data.

- Tyler shall support the functional verification of the import of data into Accounts Payable from external third-party interfaces.

2.1.7   Accounts Receivable/Cash Receipting

The following outlines major assumptions and activities surrounding the Accounts Receivable/Cash Receipting implementation:

- Tyler will assist the City in the selection and definition of Accounts Receivable/Cash Receipting functional configuration options (e.g., A/R Code, A/R Parameter File, etc.).

- The City, with Tyler support, is responsible for the testing of selected configuration options.

- The City, through data testing, will approve the functional configuration options and setup.

2.1.8   CityCityCityBudgeting

The following outlines major assumptions and activities surrounding the Budgeting implementation:

- Tyler will assist the City in the selection and definition of Budgeting functional configuration options (e.g., Budget levels, transfers/amendments, etc.).

- The City, with Tyler assistance, is responsible for the testing of selected configuration options.

- The City, through data testing, will approve the functional configuration options and setup.

- The City, with Tyler support, shall conduct configuration testing and approval using sample data prior to conversion data loading or verification.

- The City will provide data files for converting budget amounts.
- The City will import and verify the Budgeting converted data.
- The City is responsible for verifying the Budgeting conversion data with assistance and guidance from Tyler.
- The City will approve the final converted data.

2.1.9 Contract Management

The following outlines major assumptions and activities surrounding the Contract Management implementation:

- Tyler will assist the City in the selection and definition of Contract Management functional configuration options (e.g., Parameter File, Miscellaneous Codes, etc.).
- The City, with Tyler support, is responsible for the testing of selected configuration options.
- The City, through data testing, will approve the functional configuration options and setup.

2.1.10 Employee Expense Reimbursement

The following outlines major assumptions and activities surrounding the Employee Expense Reimbursement implementation phase of the Project:

- Tyler will assist the City in the analysis of Employee Expense Reimbursement functionality.
- The City, with Tyler support, is responsible for the testing of selected functional options.
- The City, through data testing, will approve the functional options and setup.

2.1.11 Fixed Assets with BMI Track Interface

The following outlines major assumptions and activities surrounding the Fixed Assets Implementation:

- Tyler will assist the City in the selection and definition of General Ledger functional configuration options (e.g., Parameter Table, Class, Sub-Class, Department Codes, etc.).
- The City, with Tyler support, is responsible for the testing of selected configuration options.
- The City, through data testing, will approve the functional configuration options and setup.
- The City, with Tyler support, shall conduct configuration testing and approval using sample data prior to conversion data loading or verification.
- Tyler will assist the City in loading the Fixed Assets converted data.
- The City will verify the Fixed Assets converted data with Tyler.
- The City is responsible for verifying the Fixed Assets conversion process with assistance and guidance from Tyler.
- The City will approve the final converted data.

2.1.12 GASB 34 Report Writer

The following outlines major assumptions and activities surrounding the GASB34 Report Writer implementation phase of the Project:

- Tyler will assist the City in the selection and definition of the GASB34 Report Writer functional configuration options.

- The City, with Tyler support, is responsible for the testing of selected configuration options.
- The City will approve the functional configuration options and setup.
- No GASB34 functional modifications are included within the Project scope.

2.1.13 General Billing

The following outlines major assumptions and activities surrounding the General Billing implementation:

- Tyler will assist the City in the selection and definition of General Billing functional configuration options (e.g., A/R Codes, Charge Codes, integration with Projects/Grant Accounting, etc.).
- The City, with Tyler support, is responsible for the testing of selected configuration options.
- The City will approve the functional configuration options and setup.
- The City, through data testing, will approve the functional configuration options and setup.
- The City with Tyler support shall conduct configuration testing and approval using sample data prior to conversion data loading or verification.
- Tyler will instruct the City how to load and verify the General Billing converted data.
- The City is responsible for verifying the General Billing conversion.
- The City will approve the final converted data.

2.1.14 General Ledger

The following outlines major assumptions and activities surrounding the General Ledger implementation:

- Tyler will provide the City guidance to ensure that the revised Chart of Accounts takes into consideration both City needs, and maximizes the capabilities of the software.City.
- The City shall approve the revisions to the Chart of Accounts prior to proceeding to the next stage of General Ledger implementation.
- Tyler will assist the City in the selection and definition of General Ledger functional configuration options (e.g., organization code, fund attributes, journal number controls, etc.).
- The City, with Tyler support, is responsible for the testing of selected configuration options.
- The City, through data testing, will approve the functional configuration options and setup.
- The City, with Tyler support, shall conduct configuration testing and approval using sample data prior to conversion data loading, verification or end-user training.
- Tyler will provide a Chart of Accounts conversion spreadsheet to the City and will review instructions for its completion.
- The City will complete the spreadsheet with all General Ledger segments, accounts and values.
- Tyler will instruct the City how to import and verify the Chart of Accounts converted data.
- The City is responsible for verifying the Chart of Accounts conversion.
- The City will approve the final converted data.
- Tyler shall support the functional verification of the import of data into the General Ledger from external third-party interfaces.

2.1.15 Inventory

The following outlines major assumptions and activities surrounding the Inventory implementation:

- Tyler will assist the City in the selection and definition of Inventory functional configuration options.
- The City, with Tyler support, is responsible for the testing of selected configuration options.
- The City will approve the functional configuration options and setup.
- The City, through data testing, will approve the functional configuration options and setup.
- The City with Tyler support shall conduct configuration testing and approval using sample data prior to conversion data loading or verification.
- Tyler will assist the City in loading the Inventory converted data.
- The City is responsible for verifying the Inventory conversion with Tyler.
- The City will approve the final converted data.

2.1.16 MUNIS Office

The following outlines major assumptions and activities surrounding the MUNIS Office implementation phase of the Project:

- Tyler shall introduce and provide training of the integration of the MUNIS Office with the Microsoft® Office Suite during the presentation of each applicable module.

2.1.17 MUNIS Self-Service (Business, Citizen, Vendor & Employee)

The following outlines major assumptions and activities surrounding the MUNIS Self-Service implementation:

- Tyler will assist the City in the selection and definition of the MUNIS Self-Service program functional configuration options.
- The City, with Tyler support, is responsible for the testing of selected configuration options.
- The City, through data testing, will approve the functional configuration options and setup.

2.1.18 Project and Grant Accounting

The following outlines major assumptions and activities surrounding the Project/Grant Accounting implementation:

- Tyler will assist the City in the selection and definition of the Project/Grant Accounting functional configuration options (e.g., Funding Source/Grantor table, Grant Accounting integration with General Billing, etc.).
- The City, with Tyler support, is responsible for the testing of selected configuration options.
- The City, through data testing, will approve the functional configuration options and setup.

2.1.19 Purchase Orders

The following outlines major assumptions and activities surrounding the Purchase Orders implementation:

- Tyler will assist the City in the selection and definition of Purchase Orders functional configuration options (e.g., Req/PO numbering, Bill to/Ship to Codes, Commodity Codes, etc.).
- The City, with Tyler support, is responsible for the testing of selected configuration options.
- The City will approve the functional configuration options and setup.
- The City, through data testing, will approve the functional configuration options and setup.
- The City with Tyler support shall conduct configuration testing and approval using sample data prior to conversion data loading or verification.
- Tyler will instruct the City how to load and verify the Purchase Order converted data.
- The City is responsible for verifying the Purchase Order conversion.
- The City will approve the final converted data.

2.1.20 Requisitions

The following outlines major assumptions and activities surrounding the Requisitions implementation phase:

- Tyler will assist the City in the selection and definition of Requisitions in coordination with Purchase Orders functional configuration options (e.g., Buyers, Approvers, etc.).
- The City, with Tyler support, is responsible for the testing of selected configuration options.
- The City, through testing, will approve the functional configuration options and setup.

2.1.21 Role Tailored Dashboard

The following outlines major assumptions and activities surrounding the Role Tailored Dashboard implementation:

- Tyler will assist the City in the selection and definition of the Role Based Dashboard program functional configuration options.
- The City, with Tyler support, is responsible for the set up and testing of selected configuration options.
- Tyler will train users to access MUNIS through their Role Based Dashboard, where applicable.

2.1.22 System Administration and Security

The following outlines major assumptions and activities surrounding the System Administration implementation:

- Tyler shall advise the City on MUNIS security and user setup features (e.g., MUNIS Menu Security, ID Code Permissions, User Setup, etc.). Tyler has included (4) days of implementation services to train City staff, including City IT staff.
- The City shall define and setup menu and end-user security options with guidance from Tyler.
- The City through data testing will approve the functional configuration options and setup.

2.1.23 Treasury Management

The following outlines major assumptions and activities surrounding the Treasury Management implementation:

- Tyler will assist the City in the selection and definition of Treasury Management functional configuration options (e.g., Bank Codes, Type Codes, etc.).
- The City, with Tyler support, is responsible for the testing of selected configuration options.

- The City, through data testing, will approve the functional configuration options and setup.

2.1.24 Tyler Forms Processing

The following outlines major assumptions and activities surrounding the Tyler Forms Processing implementation phase of the Project:

- Tyler will implement Tyler Forms as applicable to the Purchase Order, Accounts Payable Checks and General Billing Forms.

- Tyler Project Manager coordinates Tyler Forms Support to insure City's requirements and schedule are communicated in a timely manner.

- City is responsible for responding to Tyler Forms Support print solutions information requests in a comprehensive and timely manner.

- City agrees to sign-off on form designs no later than sixty (60) days before go-live.

- City will approve the print solution options selected.

- Tyler will support the City's verification and test of the delivered print solutions.

- The City shall provide final approval of the City's print solutions.

- Tyler Project Manager, with the assistance of the City Project Manager, will monitor the progress of the Tyler Forms deliverables to insure compliance with the Project Plan.

2.1.25 Tyler Reporting Services

The following outlines major assumptions and activities surrounding the Tyler Reporting Services (TRS) implementation phase of the Project:

- The City shall have SQL Server Reporting Services installed and available before Tyler begins TRS training.

- Tyler will assist the City in the creation of report structure detail (e.g. Headers, Footers, Field and Text Objects, etc.).

- Tyler will provide exercises to assist during the TRS training.

- TRS training provides various levels of exposure to SSRS functionality (ranging from novice to expert), but does not include the development of specific reports.

- TRS training will not take place until a suitable database with City specific information is available for reporting purpose.

2.1.26 Workflow

The following outlines major assumptions and activities surrounding the Workflow implementation:

- Tyler shall advise the City on MUNIS Workflow setup applicable to the applications deliverables, (e.g., Approvers, Business Rules, etc.).

- The City shall define and setup Workflow user options using the integrated user interface (no programming skills necessary).

- The City through data testing will approve the functional configuration options and setup.

2.1.27 Criminal Court Case Management

Activities and assumptions:

- Tyler will consult with the City regarding the development of new business processes. The City is responsible for finalizing and approving the new processes prior to the configuration of the application.
- Base configuration of the application includes the following – security, general ledger accounts, fee codes, speeding tables, offense codes, and the court calendar. This configuration will usually be performed on-site by the Implementation Consultant.
- Configuration homework for the City may include the following:
  - Manual entry of persons, vehicles, citations/violations, warrants, and dockets, unless data conversion in included in the scope of the Agreement
  - Creation and testing of Microsoft Word templates and complaint bodies
  - Creation and testing of disposition macros and queues.
- Tyler will train the City on the following business processes:
  - Citation entry
  - Case disposition
  - Court calendar and scheduling
  - Warrant processing
  - Bond processing
  - Cash collections
  - Document creation
  - Macro and queue creation
  - State reporting
  - [key business processes]
- The City is responsible for ensuring the payments due to other entities by the Court have been fully distributed prior to the go-live of the application.

2.1.28 Centralized Cash Collections

Cash Collections facilitates detailed tracking of all cash transactions including operator, terminal, and batch information, allowing improved cash drawer balancing and detailed audit trails. This cashiering product accepts multiple payment types and offers easy-to-use reporting, auditing, and payment entry capabilities.

Activities and assumptions:

- Tyler will set up the base configuration of the Cash Collection system – system file, terminals, departments, operators, and transaction codes – with the assistance of the City staff. Tyler will review and instruct the City on the setup of collection systems so that the City can be responsible for maintaining these settings on an on-going basis. City will be responsible for maintaining these settings on an on-going basis.

2.1.29 Incode Scheduling

This program can be used to schedule, manage, and monitor automated jobs in the Incode Court software application. This feature allows you to run Incode processes that may be time-consuming or resource intensive at a time that is convenient to you and ensures that repetitive tasks are accomplished consistently. The console includes an event log so you can verify that a process has run and handle any errors or warnings that may have occurred, and it contains a Launch function that allows you to manually run a process at an unscheduled time.

Activities and assumptions:

- Tyler will install the application and instruct the City on its use.
- Tyler will assist in troubleshooting issues with the application. The City is responsible for establishing the required settings and schedules and for testing the application.

2.1.30 Officer Email Notification

Officer Email Notification provides the ability to automatically send officers an email notification when their attendance is required in court. With this module, when a case is set for docket on a calendar session set to notify officers (for instance, a trial docket calendar session), the issuing officer and any officer witnesses will be sent an email informing them of the requirement to appear at a specified date, time and location and the details of the case. If the date, time, or location changes, a subsequent email with updated information will be sent. If the case status is changed to one not associated with a relevant calendar type (i.e. a calendar type set to notify officers), a cancellation notice will be sent.

Activities and assumptions:

- Tyler will install the application and instruct the City on its use.
- Tyler will assist in troubleshooting issues with the application. The City is responsible for establishing the required settings and schedules and for testing the application.

2.1.31 Citation Issuing Device Interface

This standard interface facilitates the import of citation information from third party citation issuing devices or records management systems. The import of citations is initiated by a user, and the citation information must be formatted to comply with one of the two standard, supported import formats.

A separate interface must be licensed for each third party system that will be providing citations information. Optionally, citation imports can be configured to run on a regularly scheduled basis in Incode.

Activities and assumptions:

- Tyler will install the interface and instruct the City on its use.
- Tyler will assist in troubleshooting issues with the standard interface. The City is responsible for establishing the required cross-references and code tables and for testing the interface.
- Tyler reserves the right to require additional custom development charges if non-supported formats, additional data elements, or support for enhanced processes are required by the City or their vendors.

2.1.32 Court Incode Web Services

Tyler has developed an application programming interface (API) that allows for an alternative method of sending/receiving data to/from the Incode application. Using the API, a third-party system may request information about citations from Incode, and, in some cases, the third-party system may submit or update citation information. The API requires the third party to utilize a Microsoft .NET Dynamic Link Library (DLL) and requires web services to be configured to connect to the Incode application server.

Activities and assumptions:

- Tyler will install and configure the web services and provide technical documentation for utilizing the API.

- The design, development and testing of third-party interfaces using the API is the responsibility of the City and the third-party vendor.
- The third party vendor will be required to execute a non-disclosure agreement with Tyler.
- Tyler reserves the right to require additional custom development charges if non-supported formats, additional data elements, or support for enhanced processes are required by the City or their vendors.

2.1.33 Dallas Region Warrant Interface

This standard interface facilitates the submission of warrant activations and clears to the NCTCIC (Dallas Region) warrant database. A scheduled process within the Incode Court Case Management application reads new and updated warrant records and sends the information via secure FTP transmission. This interface also receives responses from the NCTCIC database and updates the warrant records in Incode with the Region number and associated activation/clear date.

Activities and assumptions:

- Tyler will install the interface and instruct the City on its use.

- Tyler will assist in troubleshooting issues with the standard interface. The City is responsible for establishing the required settings and schedules and for testing the interface.

2.1.34 DMV/Scofflaw Program Interface

This standard interface facilitates the export of files in the format required for Dallas County for the Texas Department of Transportation (TxDOT) Scofflaw program. These exports are initiated by a user, and the resulting files are provided in a standard, supported format. The City must transmit the resulting files via FTP to the Dallas County FTP server.

This interface also receives daily Status and weekly TxDOT Log files provided by Dallas County and updates cases in the Incode Court Case Management application with the results.

Activities and assumptions:

- Tyler will install the interface and instruct the City on its use.

- Tyler will assist in troubleshooting issues with the standard interface. The City is responsible for establishing the required settings and for testing the interface.

2.1.35 Court/Police (non-Incode) Interface

This standard interface facilitates the export of citation, disposition, and warrant information from the Incode Court Case Management system. Each of these exports is initiated by a user, and the resulting files are provided in a standard, supported format.

In addition, the interface can be configured to export warrant information automatically in real time. For dispositions, Incode does not provide exports of incremental, periodic, or status changes other than at final case disposition.

Activities and assumptions:

- Tyler will install the interface and instruct the City on its use.

City of Mesquite, TX
Munis ERP and Incode Court Case Management Solutions

- Tyler will assist in troubleshooting issues with the standard interface. The City is responsible for establishing the required cross-references and code tables and for testing the interface.
- Tyler reserves the right to require additional custom development charges if non-supported formats, additional data elements, or support for enhanced processes are required by the City or their vendors.

2.1.36 General Ledger (non-Incode) Interface

This standard interface facilitates the export of summarized journal entries for third party General Ledger systems to reflect the financial activities recorded in the Incode Court Case Management system. In addition, outgoing payment information can be exported for use in processing checks through third party Accounts Payable systems. Tyler has established standard, supported export formats for several third party financial systems.

Activities and assumptions:

- The Munis standard ASCII Journal Entry Import file will be used to interface with MUNIS' general ledger module.
- Tyler will install the interface and instruct the City on its use.
- Tyler will assist in troubleshooting issues with the standard interface. The City is responsible for establishing the required cross-references and code tables and for testing the interface.
- Tyler reserves the right to require additional custom development charges if non-supported formats, additional data elements, or support for enhanced processes are required by the City or their vendors.

2.1.37 GIS/Street Index Extract

The Court Case Management software provides the ability to populate a database of valid street addresses for the City's locale.

Activities and assumptions:

- The City will provide a file of valid streets from their GIS system.
- Tyler will import the contents of the file into the Court Case Management street database.
- This service is a one-time import – changes or additions must be maintained manually after the initial import.

2.1.38 Collection Agency Export Interface

This standard interface facilitates the generation of reports and exports of delinquent cases with outstanding warrants to be submitted to a third party Collection Agency. Tyler has established standard, supported export formats for several third party collection agencies.

Activities and assumptions:

- Tyler will install the interface and instruct the City on its use.
- Tyler will assist in troubleshooting issues with the standard interface. The City is responsible for establishing the required cross-references and code tables and for testing the interface.
- Tyler reserves the right to require additional custom development charges if non-supported formats, additional data elements, or support for enhanced processes are required by the City or their vendors.

2.1.39 Incode Report Writer – Limited

Report Writer is a banded report writer that end users can use to create custom reports from the Incode software database.

Activities and assumptions:

- Tyler will install the application on the Incode application server and instruct the client on how to install the Designer and Viewer components on the workstations.

- Training for the Report Writer tool is provided online in the form of video tutorials through the Tyler Online Training Center.

2.1.40 Secure Signatures

Tyler's Incode Secure Signatures increases efficiency by attaching secure digital signatures of authorized personnel directly onto documents such as payroll checks, accounts payable checks, purchase orders, and court documents. Signatures are scanned and encrypted by Tyler and placed in your system to be associated with the appropriate forms. The owner and proxy are designated by signature, and security exists to prevent unauthorized use of signatures.

2.1.41 Output Director

Tyler Output Director allows users to define how document output such as email, printing, and saving is handled. Citys with the Tyler Content Management system will also have the option to auto-image and index each document. This automatic process captures an image of the document and automatically links it to the Incode record as an attachment.

Activities and assumptions:

- Tyler will provide an email testing utility and the City will ensure that their e-mail server (smtp server) is properly configured to allow the Output Director service to send emails to addresses outside of the City's domain.
- Base configuration of the application includes the installation and testing of the Output Director software on the Incode application server. This configuration will usually be performed by remote connection.
- Configuration homework for the City may include the following:
  - o   Creating/editing Court document templates with required merge codes
- Tyler will train the City on the following business processes:
  - o   Document routing through Output Director
  - o   Using Active Document Monitor for Court

2.1.42 Tyler Content Manager Standard Edition

Tyler's Content Manager is a productivity tool that organizes and manages the flow of digital information within your organization. This software brings order to the capture, distribution and archiving of records and other business information. Documents saved within TCM eliminate the time consuming and costly administration of printing and storing hard copy files. TCM supports multiple document types such as spreadsheets, word processing documents and scanned images. Stored electronic content includes: faxes, TIFF images, PDFs electronic forms, photos and e-mail.

Activities and assumptions:

- Base configuration of the application includes the following – SQL database creation, schema updates, and Incode integration settings. Tyler will configure the application with both Test and Live contexts. This configuration will usually be performed by remote connection.
- Tyler will train the City on the following business processes:
  - o Scanning documents
  - o Retrieving documents
  - o Printing and exporting documents
- Tyler will assist the City in testing approved scanners with the application.
- TCM SE can only be used in conjunction with other Tyler applications. If ad hoc document management is needed outside of the scope of the Tyler applications, the Enterprise version of TCM is required.

2.1.43 System Software

Tyler's Invision line of applications require third party runtime components to manage the communication between servers and workstations. These components include AcuServer, AcuGT runtime, and/or Acu4GL.

Activities and assumptions:

- Tyler will order the contracted software and install the software on the City's server.
- Tyler will support this software and provide upgrades, as available, as long as the City maintains maintenance renewals with Tyler.

2.1.44 Epson TM-H6000 Thermal Receipt Printer

Thermal receipt printers are used in conjunction with Cash Collections to print receipts for payments taken and endorse checks received in the Incode system.

Activities and assumptions:

- Tyler will order the hardware and have it delivered by the supplier directly to the City site.
- City is responsible for placing the hardware at the desired workstations and installing the hardware according to the package instructions.
- Tyler will provide an initial supply of receipt paper. City is responsible for procuring additional receipt paper, as needed.
- Receipt printers must be connected directly to an Incode workstation via USB cable. Receipt printers can be connected directly to a network and shared with the purchase of an optional Ethernet adapter card (not included).

2.1.45 Media Plus Automated Cash Drawer

Automated Cash Drawers are used in conjunction with Cash Collections to manage and secure cash, check, and other currency. The opening of the drawer can be driven by a receipt printer through the connection of an included cable.

Activities and assumptions:

- Tyler will order the hardware and have it delivered by the supplier directly to the City site.
- City is responsible for placing the hardware at the desired workstations and installing the hardware according to the package instructions.

City of Mesquite, TX
Munis ERP and Incode Court Case Management Solutions

2.1.46 Court Eyeball Camera

Eyeball cameras are used in conjunction with the Court Case Management software to capture pictures of defendants to associate with their master name records.

Activities and assumptions:

- Tyler will deliver the hardware to the City site.
- City is responsible for placing the hardware at the desired workstations and installing the hardware according to the package instructions.

2.1.47 Magnetic Stripe Reader

Magnetic stripe readers are used in conjunction with Cash Collections to read and process credit card account information. These readers can also be used in conjunction with Court Case Management or Public Safety to read driver's license information in applicable states.

Activities and assumptions:

- Tyler will order the hardware and have it delivered by the supplier directly to the City site.
- City is responsible for placing the hardware at the desired workstations and installing the hardware according to the package instructions.

2.1.48 Topaz Signature Pad T-L462

Signature pads are used in conjunction with the Court Case Management software to capture signatures of defendants and other parties for inclusion in Microsoft Word documents produced by the court.

Activities and assumptions:

- Tyler will deliver the hardware to the City site.
- City is responsible for placing the hardware at the desired workstations and installing the hardware according to the package instructions.

2.1.49 Xerox DocuMate Sheetfed Scanner

Sheetfed scanners are used in conjunction with the Tyler Content Manager software to scan documents and attach them to name and/or case records in the Court Case Management software.

Activities and assumptions:

- Tyler will order the hardware and have it delivered by the supplier directly to the City site.
- City is responsible for placing the hardware at the desired workstations and installing the hardware according to the package instructions.

Section 3   Project Governance

3.1 City Project Structure

3.1.1 City Project Roles and Responsibilities

This section presents the anticipated roles and responsibilities for the key staff positions for the project. The joint team of the City and Tyler will ultimately be responsible for designing, developing and delivering the final products of this project.

3.1.2 Executive Sponsor

- Approve project goals, and budget
- Secure and allocate project resources
- Communicate management expectations across Departments
- Designates the Tyler project a top priority for the City during implementation.
- Provide high Level project oversight and direction
- Ensures that each implementation phase meets the overall goals of the project and that appropriate business transformation and change management has occurred.
- Assists in issue resolution, when necessary.

3.1.3 Steering Committee

- Maintain overall responsibility for the project
- Approve workflow design for all modules
- Assist project manager, functional leads, and subject matter experts as necessary
- Address high-level project risks and issues
- Participate in scheduled project meetings
- Coordinate City staff for project tasks and activities
- Review and approve project deliverables
- Provide sign-off on deliverables

3.1.4 Project Manager

- Primary vendor contact
- Approve and monitor implementation schedule
- Communicate project progress, issues and process changes to Steering Committee and Executive Sponsors
- Review and approve project invoices in accordance with the contract and associated milestones
- Approve completion of project steps
- Approve project scope changes

- Assist the Tyler PM with completion of City Project Planning Documents
- Coordinate with Tyler Project Managers to develop, approve implementation schedule which identifies specific milestones and establishes accountability
- Assign City resources to project tasks appropriately
- Scheduling City resources for training days. This includes but is not limited to personnel, equipment and training rooms.
- Identify additional employee training needs and update schedule
- Ensure that employees accomplish tasks on time, including monitoring homework assignments
- Coordinate analysis, proofing and sign-off of conversion data
- Coordinate form proofing and provide sign-off
- Coordinate regular internal project meetings determining status of tasks and listing outstanding issues. Communicate these to the Tyler Project Management at each project management meeting. The City PM will only manage City tasks not Tyler tasks.

3.1.4.1 Functional Leads

- Point person for specific business area
- Represent the business area being impacted and provide overall project guidance to the Subject Matter Experts
- Ensure that project deliverables meet the business need
- Communicate technical or project issues with the business area team
- Identifies business impacts and the need for change management based on new functionality or best business practices
- Provides guidance on training needs

- Identify and communicate to City Project Manager any additional training needs or scheduling conflicts
- Approve and sign off on final system design

- Help document lessons learned at end of each phase and signoff on formal acceptance for phase close-out

3.1.5 Subject Matter Experts

- Analyze current processes, policies and procedures
- Map processes to software
- Recognize and propose process changes
- Participate in system configuration decisions and activities
- Provide subject matter expertise
- Transition operation to live environment
- Provide post go-live support
- Participate in form design
- Participate in conversion mapping and validation
- Participate in testing and parallels
- Assign department resources for training and internal project tasks
- Complete Workflow and Security worksheets for all end users
- Complete Setup Code Tables

- Attend all training sessions related to their area of expertise or appoint an appropriate management level designee
- Assess end user competency on trained topics
- Assess policy compliance
- Provide end users with dedicated time to complete required homework tasks
- Act as supervisor/cheerleader for the new Tyler process
- Identify and communicate to City Functional Lead any additional training needs or scheduling conflicts
- Help document lessons learned at end of each phase

3.1.6   Technical Lead

- Coordinate version and release upgrades after initial installation with Munis OSDBA
- Run or configure the Munis Update Utility (MIU) and/or Incode LiveUpdate to install code updates
- Copy LIVE database to Training database as needed for training and testing activities
- Create and transmit any necessary data or conversion files
- Add new users and printers
- Coordinate basic server system maintenance with OSDBA
- Ensure all users understand log-on process and have necessary permission for all training sessions
- Ensure network and infrastructure meets or exceeds requirements provided by Tyler

3.1.7   Change Management Lead

- Assist and support the Project by facilitating change management activities.
- Assist with identification of intended groups or individuals that are target audiences
- Develop and distribute relevant and timely project materials to identified stakeholders
- Assist with identification of issues and opportunities requiring additional or ongoing change management focus.
- Monitor and modify change management delivery methods to meet stakeholder expectations

3.1.8   End Users

- Have basic computer skills.
- Attend training sessions as offered. The End User should be prepared to dedicate to training days completely, freeing themselves of daily responsibilities and any interruptions.
- Complete tasks as assigned
- Practice skills learned within training before live processing date
- Communicate Departmental needs to functional leads, subject matter experts, Project Manager and Tyler Project Manager (i.e. approval work flow, reporting, etc.)
- Communicate any problems, errors or difficulties understanding or applying accepted Policies and Procedures to functional leads, subject matter experts and Project Manager
- Demonstrate competency with MUNIS and/or Incode processing prior to GO LIVE
- Perform Live Processes

3.2 Tyler Project Structure

Tyler assigns a Project Manager and Implementation Consultant(s) for each functional phase of the project. Each phase's Project Manager is responsible for managing the project according to the Work Breakdown Structure and using the Project SharePoint site, using the same general project management guidelines set forth by Tyler. The following plan depicts our typical project structure.
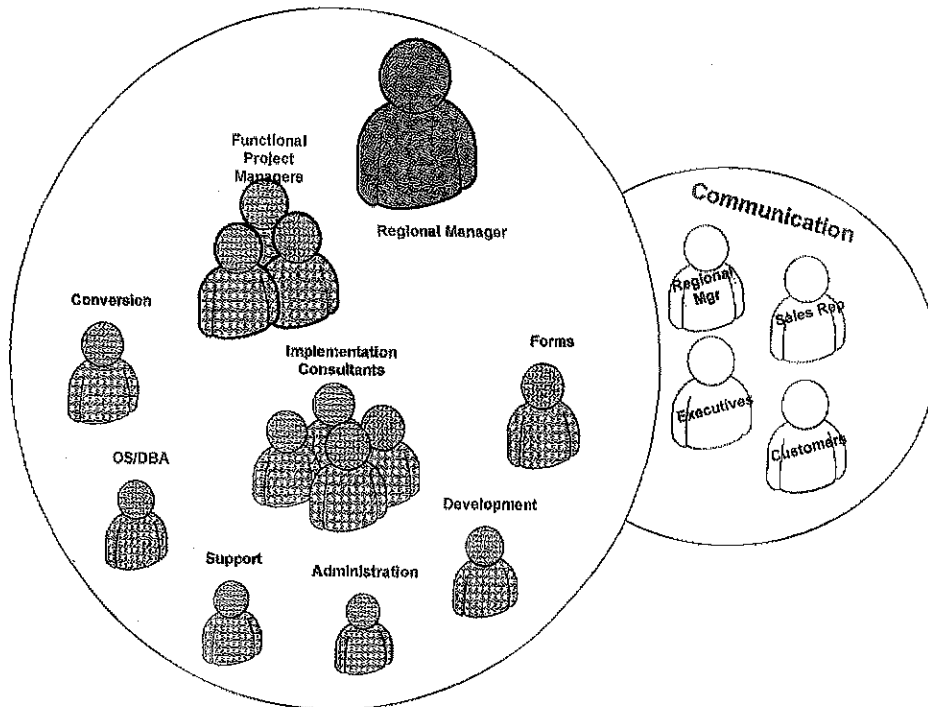
Below is a description of the roles and responsibilities of each member of the Tyler project structure

3.2.1 Tyler National Implementation Manager

- Assists Tyler Regional or Project Managers with issues outside scope of contract impacting budget, scope or schedule
- Assists in facilitation of project deliverables between other Tyler departments such as support, development, conversion, forms, etc.

3.2.2 Tyler Regional Implementation Manager

- Makes Tyler project team staffing decisions
- Assists Tyler Project Manager with resolution of issues outside of the scope of the project impacting budget, scope or schedule
- Works closely with the Tyler project team to monitor progress of the implementation and ensure the project is on target to meet the desired objectives
- Provides proactive personal communication with City Executive Sponsor and/or City Project Manager, based on critical project risks and success factors
- Participates in project status calls as needed or available.

3.2.3 Function Project Managers

- Coordinates Tyler Resources and in the development and maintenance of project deliverables
- Works with the City Project Manager to coordinate and manage an implementation schedule
- Initiates Change Orders on all approved decisions impacting the scope of the contract, as agreed upon by the City and Tyler Project teams
- Works with the Tyler and City Project Team Members to ensure tasks are completed and decisions are made in a timely fashion
- Schedule and participate in the project phase kick-off meeting
- Providing and maintain the task list for the project.
- Scheduling Tyler resources for training days
- Assist the City Project Manager with scheduling City resources by telling the City Project Manager when resources are needed
- Develops, manages, maintains and executes the Project Management Plan and all associated project management deliverables, with the assistance of the City Project Manager, in order to effectively manage the scope of the project and all the changes that occur throughout the life of the project or project phase. Project Management Plan will include a project schedule developed in Microsoft SharePoint.
- Coordination of services with Tyler Forms
- Coordination of conversion services with appropriate departments within Tyler
- Coordinates 3rd party implementation activities
- Conduct Project Status meetings
- Manage and resolve project-wide Tyler risks, issues and action items
- Monitor project quality
- Oversee project and monitor progress with relevant City Functional leads, Subject Matter Experts and City Project Manager
- Work with the City Project Team to develop customized project management plans

3.2.4 Implementation Consultants

- Perform verification testing
- Deliver system administration training
- Deliver knowledge transfer analysis
- Participate in Static Environment Testing
- Assist with Forms Analysis
- Perform System Design and Auxiliary Table Analysis
- Assist with Data Conversion Analysis
- Train City in Conversion Validation process
- Assist in Testing and Parallel Processes
- Build Team (Functional lead/Subject Matter Expert) Training
- Develop baseline standard training materials and deliver Department user training
- Train-the-trainer training
- Pre-live services
- Go-live support
- Post-live reconciliation and training

3.2.5 Conversion Programmers

- Validate data files are readable
- Provide definition of the standard file formats
- Development and testing of the programs and/or processes used to create the data using the mapping rules
- Perform conversion
- Revision of the results as data anomalies and exception conditions are discovered

3.2.6 Tyler Form Designers

- Provide specifications for all purchased forms
- Review requirements for equipment and supplies
- Provide instruction sheets and form mock-up sheets
- Conduct review of City's form mock-up sheets
- Create form designs
- Install forms software and approved forms
- Provide training on forms

3.2.7 Technical Support

- Participate in transition call from implementation to support
- Provide timely response to questions and issues based on call priorities
- Escalate issues to Senior Analysts and Development as needed
- Seek City confirmation of issue resolution

3.2.8 Munis Transitional Services Project Manager

- Participate in transition call from implementation to support
- Provide post-live status conference calls
- Help to identify post-live service needs
- Coordinate any items that span several departments
- Maintain ongoing relationship

3.3 Project Management Reporting

Tyler's standard Project Management service offers three key components for reporting: the Project Plan, Project Status Reports and the Project SharePoint Site.

3.3.1 Project Plan

Tyler will create and maintain a baseline Project Work Plan throughout the project life cycle that represents the project's scope of work and responsibilities as defined in this SOW and those dependent work efforts that affect the project's schedule or budget. The initial project baseline is established with the City's approval of this SOW as the approved budget, schedule, and scope of the project.

The baseline Project Work Plan will contain:

- Project's major activities with detailed tasks
- Task dependencies that affect the project's schedule or budget
- Task predecessors
- Specific Tyler and City resources assigned to project tasks
- Milestone and deliverable dates
- Detailed Project schedule / Work Break Down Structure (WBS) utilizing Microsoft SharePoint.
- Staffing Plan
- Duration of work effort for each task
- Percent complete of tasks

All project tasks will be assigned ownership (Tyler or City) and due dates which correspond with the overall project schedule. Project tasks that are not completed by the due date may adversely affect the project schedule and Go-live Dates.

Decisions will be made in a timely fashion in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Decisions left unmade may affect the project schedule as each analysis and implementation session builds on the decisions made in prior sessions

3.3.2 Project SharePoint Site

Tyler will provide a Project SharePoint site for use by all project team members. This will contain the Project Plan and task list, schedule, assignments, shared documents, action items and more. It will be a central location to maintain control of the project and provide team members with a formal method of managing tasks and due dates throughout the project.

3.3.3 Project Status Report

Tyler will redevelop a Communications Management Plan, at the onset of the project that will define the frequency and recipients for the project status reports. Project reports will be posted on the Project SharePoint site and provide the following key elements:

- Project Status
- Summary of Accomplishments, including
  - Key project tasks and related dependencies, predecessors, duration, resource assignments and percent complete
- Status of Key Milestones Deliverables
- Project Timeline
- Issues/Risks
- Planned Risk Mitigation Strategy
- Summary of Change Requests.

Tyler Project Managers will also review project progress and status with the project leads and team members for both Tyler and the City on a weekly basis, or more often if deemed necessary by either the Tyler Project Manager or the City Project Manager. The project team will meet to communicate activities occurring across sub-teams and to communicate any issues that are impeding progress.

3.4 Approval Process

All changes to scope, schedule or contract must be approved by both the City and Tyler Project Managers and a change order initiated by the Tyler Project Manager. The process for managing these types of changes will be documented in the Project Management Plan during project planning and will be followed throughout the implementation.

Many other decisions will be made throughout the project that do not impact overall scope, schedule or contract. These include process change decisions and feature utilization. City Functional leads or Subject Matter Experts and Tyler Implementation Consultants must be empowered to make these timely decisions without holding up the project, as one decision builds the foundation for the next discussion. The City must have an approval process in place in order to make timely decisions, when the functional leads and subject matter experts need assistance.

3.5 Contract Change Process

In the event that a contract change is necessary, the City and Tyler Project Managers must approve the change. The Tyler Project Manager will initiate a Project Change Order as shown in **Appendix 6.1.1.** Further definition of the contract change process will be defined during project planning at the onset of the project and will be documented in the applicable management plans (Scope, Budget, Schedule, etc.).

Section 4   Implementation

4.1 Implementation Methodology

Tyler's methodology is straightforward. We've taken the successful approach to implementation we've used or over 25 years and integrated it with the principles of the Project Management Institute (PMI), a globally recognized organization dedicated to the project management profession. As a result, the City will receive an implementation method tailored to meet your specific needs.

PMI's *PMBOK® (Project Management Body of Knowledge) Guide* proposes that there are five process groups to every project: Initiating, Planning, Executing, Controlling, and Closing. As part of Tyler's commitment to incorporating the PMI principles into our implementation process, we have integrated these proven technologies of the PMI process with Tyler's implementation experience, to yield a proven approach that is tailored to the public sector.

Trained personnel perform and/or guide all aspects of the implementation for the City. Our staff consists of seasoned professionals with unique and proprietary skills and years of experience, focused into dedicated departments. Our project managers are trained to maintain the professional standards of PMI. Through the institute, our project managers earn Project Management Professional (PMP) certification, a qualification program that signifies a professional has met very stringent guidelines.

Our implementation process emphasizes the importance of cultural change management. This is how we will guide the City through the changes that accompany implementation of a new software system and help to ensure a smooth transition. Our implementation staff is experienced in analyzing policies, procedures, and organizational needs. They carefully review and test to ensure policies and procedures are well defined and effective. For Tyler Citys, the proof of our approach is in the outcome—a successful implementation.

Throughout a project, we establish control points (critical review points) to ensure an organization fully understands and accepts the project. It is at these check points that organizational stakeholders monitoring the overall project must formally accept the project to date. Once there is formal acceptance, the project will proceed to the next phase.

Tyler takes its contractual obligations seriously. We have a proven record of delivering software solutions on time and on budget. We take pride in our ability to partner to deliver successful projects that stay in scope, and are deployed, and up and running when promised. This is precisely what differentiates our implementation process.
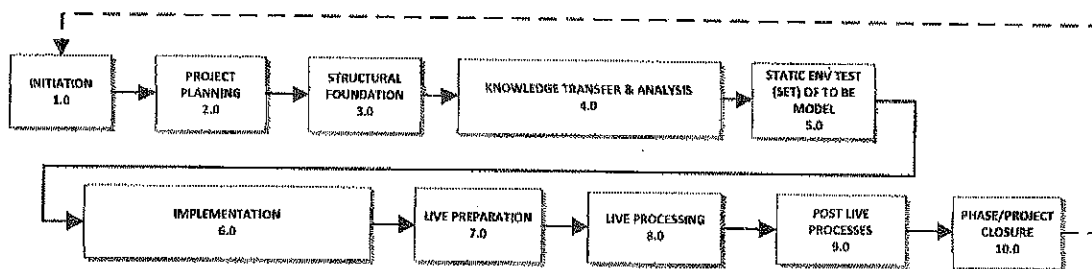
IMPLEMENTATION METHODOLOGY
PROCESS REPEATED FOR EACH PHASE

4.1.1 Contracted Implementation and Consulting Days

Each contracted software module has an estimated number of implementation and Consulting days. The Tyler Project Managers will consider the sum of all days for each project phase when planning for and scheduling the project. The days allocated may differ from the quote for each module, but in total, are estimated to be the right number of days for each project phase.

4.2 Implementation Process Steps

Project roles and responsibilities for both parties for each major activity listed below use the following scale:

- **Lead:** The party ultimately responsible for the task.
- **Assist:** The party provides active assistance in completing the task.
- **Participate:** The party provides passive participation in a task.
- **Owns:** The party solely responsible for the task.
- **Share:** Both parties share equal responsibility for completing the task.
- **None:** The party has no responsibility for completing the task.

4.2.1 Initiation

4.2.1.1 Contract Signing

Task		Roles & Responsibilities	
		TYLER	CITY
Contract Signing	• Contract signed by City and Tyler, takes place prior to scheduling the Project Kick-off Meeting.	Shared	Shared

4.2.1.1 Kick Off

Task		Roles & Responsibilities	
		TYLER	CITY
Project or Phase Kick-Off	• Kick-Off meeting to introduce the City project team, the Tyler project team. • Provide an overview of project activities. • Opportunity for the City Executive to deliver expectations for participation and change.	Lead	Participate

4.2.2 Project Planning

4.2.2.1 Management Plans

Task		Roles & Responsibilities	
		TYLER	CITY
Complete Scope Management Plan	• Define project activities, expectations, participant roles	Leads	Assists

Complete Baseline Schedule Management Plan	• Define project-scheduling guidelines. • Validate live dates. • Determine blackout dates.	Leads	Assists
Complete Baseline Quality Management Plan	• Define quality and test plan and activities for project.	Leads	Assists
Complete Baseline Communication Management Plan	• Define communications for project. • Develop a plan for communications between team members and all other stakeholders.	Leads	Assists
Complete Baseline Risk Management Plan	• Assess risks of project. • Develop a plan for prioritizing and managing risks.	Leads	Assists
Develop Change Management Plan	• Develop Plan based on interviews with City Project Team and Functional Leads.	Leads	Assists
Complete Baseline Resource Management Plan	• Establishes and includes the processes that organize and manage the project team and the necessary physical resources for the project tasks.	Leads	Assists
Complete Baseline Education Management Plan	• Lay out the process of transferring knowledge between the City and Tyler. • Define measurement criteria.	Leads	Assists
Monitor MUNIS Deliverables Sign-off	•	Leads	Participates
Monitor MUNIS Project Budget	•	Lead	Assists
Risk Management	•	Lead	Assist

4.2.2.2   Conversion and Tyler Forms Planning

Task		Roles & Responsibilities	
		TYLER	CITY
Review Conversion Plan	• Review purchased conversions. • Determine timelines, tasks and methods for validation.	Leads	Assists
Review Tyler Forms Process	• Introduce the Tyler Forms team. • Review purchased forms. • Discuss equipment requirements.	Leads	Assists

4.2.2.3   Project Plan Development

Task		Roles & Responsibilities	
		TYLER	CITY
Discuss Phase Schedule	• Identify schedule constraints, critical deadlines.	Leads	Assists

Coordinate 3rd Party Implementations	• Develop plan with 3rd Party Vendor to integrate deliverables with Tyler timeline and requirements.	Leads	Participates
Deliver Initial Phase Project Plan	• Develop task list and schedule In Microsoft SharePoint • Assign ownership. • Post on City Project SharePoint site.	Leads	Assists

4.2.3   Structural Foundation

4.2.3.1   Chart of Accounts

Task		Roles & Responsibilities	
		TYLER	CITY
Chart of Accounts Analysis	• Discuss COA needs, Munis set up and options. • Determine structure for COA.	Leads	Participates
Build Chart Spreadsheet	• Build Excel COA spreadsheet with new structure.	Assists	Leads
Convert Chart Spreadsheet	• Write and execute program to convert COA spreadsheet into Munis GL.	Owns	None
Load COA Conversion in Test DB	• Load converted COA into test database for validation.	Participates	Leads
Validate Converted Chart	• Confirm that the COA details in the spreadsheet match the converted data in Munis.	Assists	Leads
Authorize COA to be loaded In Live DB	• City acceptance of COA.	None	Owns
Load COA in Live DB	• The new COA becomes part of the live database.	Participates	Leads

4.2.3.2   Hardware & Software Installation

Task		Roles & Responsibilities	
		TYLER	CITY
Perform Software Installation & System Admin Training	• Install purchased software. • Train City on system setup, configuration and maintenance.	Leads	Participates
Acceptance of Installation	• City acceptance of installation and training.	None	Owns
Perform Verification Test	• Perform Script Test to validate baseline software performance.	Leads	Participates
Acceptance of Verification Test	• City acceptance of baseline test.	None	Owns

4.2.3.3   System Administration

Task		Roles & Responsibilities	
		TYLER	CITY
System Admin Training	• Train City on User ID's, permissions, etc.	Leads	Participates
Build System Admin Tables	• City adds Users, builds permissions, etc.	Assists	Leads

		Leads	Assists
Tyler System Database Administration OSDBA	●	Leads	Assists
Coordinate System Backups OSDBA	●	Assists	Leads
Load Code and Updates OSDBA	●	Leads	Assists

4.2.4 Knowledge Transfer and Analysis of Business Processes for each module

4.2.4.1 As-Is & To-Be Analysis

Task		Roles & Responsibilities	
		TYLER	CITY
Perform As-Is Analysis	● Conduct analysis of City's current business practices. ● Process questionnaires.	Leads	Assists
Perform To-Be Analysis	● Product overview demonstration ● In depth analysis of software options – including review of pros and cons on configuration options ● Conduct analysis of desired process changes. ● Review Flow Charts. ● Perform needs assessment. ● Review available options.	Leads	Assists

4.2.4.2 Interface & Modification Analysis and Spec Development

Task		Roles & Responsibilities	
		TYLER	CITY
Perform Interface Analysis	● Perform detailed analysis of custom interfaces identified in scope. ● Validate requirement and interaction with process decisions.	Leads	Assists
Perform Modifications Analysis	● Perform detailed analysis of custom modifications identified in contract. ● Validate requirement and interaction with process decisions.	Leads	Assists

4.2.4.3 Set-up Table Analysis

Task		Roles & Responsibilities	
		TYLER	CITY
Perform Set Up Table Analysis	● Conduct analysis of set up tables, codes and parameters.	Leads	Participates

4.2.4.4 Forms Analysis

Task		Roles & Responsibilities	
		TYLER	CITY
Perform Tyler Forms Analysis	● Review purchased Tyler Forms mock-up kits and layout options.	Leads	Participates

Complete Tyler Forms Kits	• Complete mock-up of selected form designs and submit to Tyler Forms.	Assists	Leads

4.2.4.5   Data Conversion Analysis

Task		Roles & Responsibilities	
		TYLER	CITY
Perform Conversion Analysis	• Review and develop initial crosswalk for purchased conversions.	Leads	Assists

4.2.4.6   Workflow Analysis

Task		Roles & Responsibilities	
		TYLER	CITY
Perform Workflow Analysis	• Discuss options for workflow settings and desired process flow. • Develop matrix for workflow settings.	Leads	Participates

4.2.4.7   Security Analysis

Task		Roles & Responsibilities	
		TYLER	CITY
Perform Security Analysis	• Discuss options for security settings within applications. • Develop matrix for security settings.	Leads	Participates

4.2.5   Static Environment Test of To-Be Model for each module

4.2.5.1   Control Data Set

Task		Roles & Responsibilities	
		TYLER	CITY
Create Data Set	• Hand Key representational data using actual City records.	Leads	Participates

4.2.5.2   Validate Process Flow & Procedural Decisions

Task		Roles & Responsibilities	
		TYLER	CITY
Perform To-Be Test (Static Environment Test)	• Conduct demonstration of To-Be decisions in Munis with hand-keyed data. • Test processing against policies.	Leads	Participates
Validate New Process Flow	• Perform representational City transactions to test overall process flow design.	Leads	Assists
Finalize To-Be Decisions	• City validates To-Be decisions.	None	Owns
Create Sample Data File	• Produce sample data files for applicable Tyler forms.	Leads	Participates

City of Mesquite, TX
Munis ERP and Incode Court Case Management Solutions

4.2.6   Implementation

4.2.6.1   Customizations – Modifications and Interfaces

Task		Roles & Responsibilities	
		TYLER	CITY
Develop Customizations	• Develop customizations according to signed specifications.	Owns	None
Demonstrate Customizations	• Provide remote demonstration of each customization according to specification.	Leads	Participates
Test Customizations	• Perform testing to validate that customizations perform as specified.	Leads	Assists
Accept Customizations	• Accept performance of customizations.	None	Owns
Authorize Loading of Customizations in Live	• Authorize custom code to be loaded in the live database.	None	Owns

4.2.6.2   Tyler Forms

Task		Roles & Responsibilities	
Create Form Designs	• Tyler Forms creates form designs from City mock-ups.	Owns	None
Merge Sample Data Files	• Tyler Forms merges data from To-Be Test with Form designs.	Owns	None
Review Data Proofs	• City validates form design, content and layout.	Participates	Leads
Accept Form Design	• City accepts form design and authorizes installation.	None	Owns
Install Forms	• Tyler Forms installs final forms on City server.	Leads	Participates
Test Forms	• Perform test of Tyler Forms through process testing and training.	Shared	Shared
Secure Bank Acceptance	• Submit forms to bank for approval.	None	Owns

4.2.6.3   Data Population

Task		Roles & Responsibilities	
		TYLER	CITY
Set Up Table Training	• Train City on completion of Set-up Tables according to analysis sessions.	Leads	Participates
Complete Set Up Tables	• City builds Set-up tables.	Participates	Leads
Workflow Training	• Train City on Workflow completion.	Leads	Participates
Workflow Completion	• City builds Workflow.	Participates	Leads
Submit Conversion Data & Produce Balancing Reports	• City pulls data from legacy system and submits to Tyler, produces balancing reports.	None	Owns
Run Conversion Program	• Write and execute program to convert submitted data according to crosswalk.	Owns	None
Train Conversion Validation Process	• Train City on methods for validating converted data in Munis.	Leads	Participates
Validate Data Conversions	• City validates converted data using	Assists	Owns

	error reports, balancing reports, etc.		
Submit Conversion Corrections	• City documents and submits needed corrections to conversion.	Participates	Leads
Accept Conversions	• City acceptance of data conversions and authorization to load.	None	Owns

4.2.6.4   Training

		Roles & Responsibilities	
Task		TYLER	CITY
Train Subject Matter Experts	• Train Subject Matter Experts on applicable Munis processing.	Leads	Participates
Train-the-Trainer	• Train City's Trainers on End User processes.	Leads	Participates
Train Decentralized Users	• Train City's Decentralized Users	None	Leads
Train and Perform 1st Trial Run/Parallel Process	• Train City on completing Trial Run/Parallel processes.	Leads	Participates

4.2.6.5   Testing

		Roles & Responsibilities	
Task		TYLER	CITY
Perform Additional Trial Run/Parallel Processes	• Complete Trial Run/Parallel process steps, identify discrepancies and correct.	Share	Share
Perform Stress Test	• Complete Stress Test	Assists	Leads
Perform User Acceptance Test	• Complete User Acceptance Test	Assists	Leads

4.2.7   Live Preparation

		Roles & Responsibilities	
Task		TYLER	CITY
Pre-Live Planning	• City and Tyler meet to outline go-live steps, requirements and assignments.	Leads	Assists
Perform Go-Live Readiness Assessment	• Evaluate readiness of City staff to perform live process from training and change management prospective.	Shared	Shared
Cut Off Legacy System	• City ceases activities in applicable legacy applications.	None	Owns
Submit Final Conversion Data & Produce Balancing Reports	• City pulls Final Conversion data and submits to Tyler.	None	Owns
Run Final Conversion Program	• Execute program to convert submitted final data according to crosswalk.	Owns	None
Validate Final Data Conversions	• City validates converted data using error reports, balancing reports, etc.	Participates	Owns

City of Mesquite, TX

Munis ERP and Incode Court Case Management Solutions

4.2.8 Live Processing

Task		Roles & Responsibilities	
		TYLER	CITY
Accept Conversions & Authorize Load to Live	• City accepts final conversions and authorizes them to be loaded in Live Database	None	Owns
Authorize Live Processing	• City authorizes City users to begin live processing.	None	Owns
Live Processing	• City begins live processing in system.	Assists	Leads

4.2.9 Post Live/Post Live Support

Task		Roles & Responsibilities	
		TYLER	CITY
Train Reconciliation Processes	• Review Reconciliation Process training	Leads	Participates
Provide Post Live Support	• Provide assistance to City's users while performing live processes. • Work to resolve any outstanding issues.	Leads	Assists
Post Live review of policy and reporting	• Review Policies and Procedures • Complete TRS report training	Leads	Assists
Complete Outstanding Training	• Identify and complete any outstanding training on live applications.	Leads	Participates

4.2.10 Phase/Project Closure

Task		Roles & Responsibilities	
		TYLER	CITY
Transition to Support	• Conference call to introduce Transition Project Manager and Support.	Leads	Participates
Document Lessons Learned	• City and Tyler discuss Lessons Learned for future phases, if applicable.	Shared	Shared
Final Acceptance	• City accepts Phase Closure.	None	Owns

4.3 Customizations

4.3.1 Definition of a Program Customizations

Program customizations typically involve changes or additions in program functionality in order to affect some new, desired result within the Tyler programs. Program Customizations outlined in "Appendix A – Custom Modifications" have been identified as within the scope of this project; however, each phase will go-live without operational use of the respective modifications and therefore are not considered required for any phase go-live.

4.3.2 Definition of an Interface Customization

Custom interfaces typically involve creating custom layout, web services, etc. for the purpose of receiving, sending, or exchanging data between Munis and a third party system.

So long as the 3rd party system integrating with Munis can use the existing Munis formats / methods, then programming charges will not be required. However, if Tyler needs to change any of its formats to meet the needs of 3rd party products, then programming charges will be incurred

4.3.3 Specification Development

Tyler provides a dedicated resource to ensure an accurate and timely delivery of the desired functional changes. A Tyler Development Representative will be assigned to manage and monitor activities such as discovery calls, definition documents and delivery milestones. The Development Representative works closely with the implementation team, as well as the City, to reach the goal of a successful Customization/Interface delivery.

4.3.4 Program Customization or Custom Interface Summary Document

The Program Customization or Custom Interface Summary Document contains descriptions and details of the desired Customizations. This document identifies exactly what the City requested Customization needs to accomplish and is completed as a result of the Development Representative reviewing contract documentation, completing discovery calls, onsite analysis visits (if necessary), subsequent analysis. A copy of the Customization summary document is sent to City representative and project manager for review and signature. The standard signoff period is ten (10) business days.

4.3.5 Program Customization or Custom Interface Specification Document

The Program Customization or Custom Interface Specification Documents contain descriptions and details of the intended Customization to be delivered to address contract items. This document also identifies exactly where and how the application program(s) will be changed or interfaces established. Review calls and/or document revisions may be required to determine the final definition of the proposed changes. These documents are completed as a result of input documents from the development team working on the Customization. A copy of the City spec document is sent to City representative and project manager once complete. The standard signoff period is ten (10) business days after receipt. Once the sign-off is received, any functionality not detailed in the specification document will be considered out of scope and will require additional analysis, time to develop and potentially cost additives.

4.3.6 Customization Signoff Document

This document completes the process, indicating the City has received the program Customization and its functions as defined in previous documents.

4.3.7 Incorporation of Customizations/Interfaces into MUNIS General Release

4.3.7.1 Approval Process for Incorporation

Local customizations and interfaces provided by Tyler Development staff become part of the general release of the system. Contract Customizations and Interfaces as well as post-contract programming changes follow a formal Customization/Change Process. A Product Manager and the Vice-President of Development evaluate each request. A written response is submitted to the City evaluating the feasibility of the request, whether a solution is covered at no charge or involves a fee, an estimated time frame for completion and the applicable MUNIS General Release version. We attempt to provide a programming solution that has the ability to be used with parameters and settings to allow for subsequent use and broad appeal.

4.3.7.2   Release Management

All code changes resulting from a City's request can be delivered to that City for early release and/or beta testing. Afterward, as appropriate, the changes are transferred to Release Management to become part of the general release. Tyler maintains all such changes in subsequent releases and provides one set of code to all Citys. This methodology creates a very flexible, parameter based system that meets most needs directly out of the box.

4.3.7.3   Impact of Customization/Interface Delivery on Implementation

As code changes will be delivered approximately six (6) months after applicable project phase inception there are certain logistics that must be factored into the project plan to accommodate this process. If customizations require upgrading to a new release, plans must be made to introduce the new release into a test environment and conducting thorough cross-module testing, especially for modules already in live production. The City, with Tyler's assistance, owns this testing and all of these activities must be carefully coordinated with other ongoing phases of implementation.

4.3.7.4   Installation

At the time of software installation, the most current product available will be installed, but will not contain the customizations ordered by the City. Customizations will be developed as part of the implementation as defined in this Statement of Work.

Tyler has extensive experience working with various third party solutions and deploys various methodologies for interfacing with these vendors. The approach Munis would select depends, in part, on the technologies the various solutions are written in, for example if they utilize XML then Web Services would most likely be the preferred solution.

In addition, Munis offers various standard journal entry import routines which would allow the City to import third party accounts payable and general ledger entries into Munis. These imports are often accomplished in a batch process so that they are subject to a proof and post process before final acceptance into the Munis General Ledger.

4.3.8   Customizations & Interface Roles & Responsibilities

Task	Description	TYLER	CITY
Discovery of customization & Interface requirements	Through analysis, functional requirements will be defined.	Leads	Assists
Requirement Validation	The City, Tyler Consultants and Tyler Business Analyst verify Customization & Interface is necessary through exploration of existing options.	Leads	Assists
Create Customization & Interface Summary	Tyler Business Analyst will work with City to write a basic summary outline of customization & Interface functionality.	Leads	Assists
Create Detailed Customization & Interface Specification Document	Tyler developers review Customization & Interface Summary and create City Specification document that describes how and where the program changes will occur in order to accomplish functional requirements.	Owns	None

City of Mesquite, TX
Munis ERP and Incode Court Case Management Solutions

Specification Sign-Off, Authorization to Proceed	Tyler will deliver a written specification to City, outlining functional changes, cost, timeline and version requirements. This document must be signed prior to any work being performed by Tyler.	None	Owns
Development of Customization & Interface	Tyler will program changes as outlined in the signed specification document. Changes subsequent to sign-off will be considered out of scope and may require repetition of previous steps.	Owns	None
Customization & Interface QA	Tyler's QA team will test customization & interface within applicable, impacted modules.	Owns	None
Customization & Interface Delivery and Demonstration	Tyler will deliver and demonstrate customization & interface as scheduled. Demonstration will include validating compliance with written specification.	Lead	Participates
Test Customization & Interface	City will validate performance of customization & interface through repeated unit testing as well as process testing throughout implementation.	Participates	Leads
Customization & Interface Acceptance	Tyler will deliver a written Acceptance Sign-Off for the customization.& interface Acceptance is expected within 30 days of delivery unless City notifies Tyler in writing of non-compliance with specification.	None	Owns

4.4 Reports – Tyler Reporting Services (TRS) for Munis

The MUNIS suite of programs contains hundreds of canned system reports, each utilizing configurable user-supplied parameters to provide hundreds of reporting variations. However, Tyler recognizes that its Citys want the flexibility to create even more unique reports and queries to fit their own business needs. Tyler has included Report Writing training as part of our Proposal. The City will also have available a Report Library of over 200 reports via the MUNIS Support Website.

Training will be conducted during the first phase of the implementation, or within 60 days of go-live, whichever is deemed a better fit by the City. Tyler uses a "train the trainer" approach, which will provide certain individuals within the City with the tools necessary to train additional users on the subject matter as they see fit.

Tyler Reporting Services utilizes an SQL report writing tool called Business Intelligence Development Studio (BIDS) to extract data from the MUNIS system and create custom reports. Once trained, Citys will have the ability to create their own custom reports and modify any report from the TRS Report Library. TRS training does not include the authoring of custom reports for the City by Tyler.

Tyler Reporting Services are not available for Incode Case Management.

4.5 Data Conversion

Tyler delivers all conversions at a flat rate. Conversions are billed as the work is completed, therefore, the City will only be charged for those data conversions that are executed in the implementation of the software.

Tyler makes the following assumptions in providing a fixed-price data conversion approach:

- Legacy system data to be converted is provided in a non-proprietary format, such as fixed ASCII, CSV or character-delimited.
- Each legacy system data file submitted for conversion includes all associated records in a single file layout.
- Each legacy system data file layout submitted for conversion remains static for all subsequent data submissions.
- Legacy system data validation and control reports are provided with each data submission to ensure data files are complete and accurate.

The Conversions options listed in **Appendix 6.1.3** are a comprehensive list that represents the quoted modules included in the Tyler proposal and considered in scope. Requests to convert data outside of the contracted conversion options or failing to adhere to the above noted conversion assumptions will be considered out of scope and will be billed at prevailing contract rates.

4.5.1 Data Conversion Roles & Responsibilities

Task	Description	Tyler	City
Data Mapping	Through analysis, fields in legacy systems and Munis will be outlined for conversion.	Shared	Shared
Run Validation Reports	The City is responsible for producing reports from the legacy system at the time of data extraction. These reports are critical for use during conversion validation.	None	Owns
Extract data	The City is responsible for extracting the data from a legacy system into the accepted Munis layout.	None	Owns
Develop conversion programs based on City data mapping and file submission layout.	Tyler will program conversion programs according to the accepted file submission layout. This layout must be maintained consistently for all future data submissions or additional charges may apply as provided by approved change orders in accordance with the City of Mesquite change order policies.	Owns	None
Load Data Conversion Passes	Load all conversion passes as directed by Tyler PM.	Lead	Assists

Review Error Reports	Tyler will produce an error report outlining errors that result from running City's data through the conversion program. The City is responsible for reviewing the report and investigating solutions.	Participates	Leads

4.6 Forms

The components listed in **Appendix 6.1.6** pertain to Tyler Forms Processing for the Munis solution. Design, printing and distribution are included in the City of Mesquite, TX contract. Tyler's Incode Case Management solution utilizes dynamic forms leveraging Microsoft ™ Word ® functionality.

4.7 Munis Workflow

The Workflow modules extend the functionality and the productivity of MUNIS software by improving process efficiency and employee productivity. Workflow provides the automatic routing of approvals, rejections, and notifications related to selected MUNIS transactions.

The following Workflow Business Processes are applicable to the modules proposed and are included in the implementation. During the analysis sessions for the applicable module, the workflow options will be discussed and defined. Tyler will outline available options, identify best business practices and make recommendations to optimize the use of Tyler software. The City will define policies regarding approvals and notifications specific to departmental and organizational needs and will include these policies in the overall policies of the organizations. Training will be done to teach designated users to enter the business rules into MUNIS. Workflow will be tested, verified and trained during applicable module implementation.

- Workflow – Financials

- Workflow – Revenue Modules

Tyler will deliver high level workflow rule recommendations as part of the implementation consulting process. Based upon goals and objectives of the City, the usage of workflow may not be recommended for every workflow-enabled function. Workflow analysis will occur during consulting sessions for corresponding modules. For example, during Requisition consulting, the approvals and notifications for the requisition process will be discussed, defined and subsequently trained.

4.7.1   Workflow Roles & Responsibilities

Task	Description	TYLER	CITY
Workflow Analysis	Tyler Consultants work with City functional leads and subject matter experts to define approval and notification processes.	Leads	Assists
Workflow Validation	City reviews current workflow and validates new design and any new procedural changes.	Participates	Leads
Workflow Design	The City completes internal review and finalizes Workflow design.	Participates	Leads

Train Workflow Table Building	Tyler Consultants will train City on building Workflow tables to achieve City's design.	Leads	Participates
Test Workflow Processes	Workflow set up is tested through training exercises, process testing, parallels and/or trial runs.	Assists	Leads
Implement New Workflow Procedures	Procedural changes required in association with Munis workflow design are implemented by the City.	None	Owns

4.8 Training

An Education Plan lays out the process of transferring knowledge between Tyler and the City. We refer to our plan as an Education Plan as opposed to a Training Plan for several reasons. First, the process of transferring knowledge is vital to the analysis phase of our project. During analysis we: review the "AS IS" environment, provide Tyler demonstrations, review questionnaires and flow charts, and ultimately arrive at a "TO BE" model. The TO BE model becomes the foundation for user training. Second, training denotes a classroom setting with teacher and pupil. While training will occur, it is a piece of the overall education needed to be a proficient MUNIS user.

Purpose

The purpose of the Education Plan is to:

- Communicate the process to stakeholders and MUNIS functional leads and subject matter experts
- Answer specific questions (where will classrooms be established, what database environment will be utilized, etc.)
- Establish action items link project personnel as owners.
- Define measurement criteria to ensure the Education Plan has been successfully followed.

Process

It is imperative that ah Education Plan be put into practice as part of the Tyler Project. The plan should include all of the processes required to ensure that the goals for the project are fully satisfied. The overall plan will include the following:

Demonstration, Analysis, and Knowledge Transfer

Tyler employees will perform the following tasks:

- As Is review
- Product overview demonstration
- In depth analysis of MUNIS options
- Flow chart review
- Questionnaire review

This phase will involve the functional leads and subject matter experts. The goal of this phase is to transfer high level knowledge between parties. The output will be policies and procedures related to the use of MUNIS. The policies and procedures will determine the training agenda to be delivered to the end users. For example, if

City of Mesquite, TX
Munis ERP and Incode Court Case Management Solutions

commodity codes are not going to be utilized within MUNIS Purchasing, then the training outlines for Purchasing should remove the discussion of commodity codes.

Prerequisites

Tyler has three tools that are required prerequisites prior to user training:

Training Database- All users must have access to the training environments. The users must have logins established and know how to access the training environment.

Navigational Videos- Navigational videos are made available in the Knowledgebase or Tyler Online Training Center. The videos demonstrate basic functions including: menu navigation, table/screen navigation, add/update/output, search, browse data records and the MUNIS toolbar.

Users who utilize the prerequisites learn MUNIS at a faster pace and retain more classroom discussion than their peers whose first exposure to MUNIS is their first training day.

TO BE Demonstration

This process allows the functional leads and subject matter experts to see a working MUNIS system with City data. Tyler will process data according to the defined policies and procedures. The intended education is an overall understanding of the integration of MUNIS applications, a review and understanding of security options, and workflow touch points.

MUNIS Application Training

In this phase we are conducting classroom training.

Pre-Live Training

These repeated classes provide end users the opportunity to review MUNIS functionality in a classroom environment.

Post Live Reconciliation Training

The process of reconciling data IS reviewed during pre-live training. However, hands on training with live data provides a better overall understanding of the MUNIS tables and how to reconcile daily, weekly, and monthly functions.

Post Live Output and Inquiry Training

The output and inquire routines are reviewed during pre-live training. However, hands on training with live data provides a better overall understanding of the MUNIS options related to extracting needed information.

Logistics

Tyler and the City will work together to define education logistics. The following table should be used as a starting point for defining logistics. The final logistics table will become part of the Education Plan.

Software/Hardware

- How many databases will be utilized?
- Who will refresh the training database?
- Will a second server be utilized?

Facilities

- How many training rooms will be utilized?
- Where are the locations of each training room?

- How many workstations will be in each training room?

- How many printers will be in each training room?

- Other training room requirements (white board, phone, etc.)

- Who will schedule the training room?

Staff

- How many students per teacher?

- How many students per workstations?

- What are the hours of training?

- Who will be trained on each MUNIS application?

- Who will conduct attendance?

- Will management be present for each session?

- Who will train the end-users (MUNIS versus functional lead and subject matter experts)?

Schedule

- Who will determine the exact days for training?

- Who will notify staff members?

- How far in advance will the training schedule be built?

4.8.1   Project Team Training

The project team begins knowledge transfer at the on-set of the project, during analysis. It is through this process and subsequent hands-on set up and process training that the Subject Matter Experts build an understanding of the inner workings of the system and how parameters and tables affect the overall processing. These users should attend all applicable analysis and implementation/training sessions.

4.8.2   Technical Training

Technical training begins at the time of software installation. The Installation Engineer will teach the Technical staff how the software is configured as well as basic system maintenance such as back-ups, loading releases and refreshing training and test databases. System Administration training is conducted after software installation to show users how to update users, permissions, menu security, workflow administration, etc., from within the MUNIS software. The City System Administrator should attend these sessions, as scheduled. In addition, the functional leads and subject matter experts should attend to have a thorough understanding of the permissions and options available. It is a City decision as to who will perform the MUNIS System Administration tasks. It may be a combination of functional leads, subject matter experts and IT staff.

4.8.3   End User Training

After the functional leads, subject matter experts and end usersare trained, the system parameters and tables are set up and/or converted, and processes are defined and tested, End Users will attend applicable scheduled training. These users include central processing staff: AP department, , Purchasing department, etc. This training will take place well in advance of go-live so these users may assist in system testing, verification, and become familiar with their new processes.

4.8.4 Decentralized (Departmental) User Training

Tyler utilizes a train-the-trainer approach for departmental training (requisition entry, budget entry, inquiries, reports, etc.). Tyler will train the City trainer(s) who will in turn schedule training, develop customized training materials, and conduct the training for the decentralized users. This assumes that the City trainer(s) will attend all End User training when delivered by Tyler. If the City prefers that Tyler conduct all training, additional implementation days will be required based on the number of training days/sessions the City requires. This should be discussed during the project planning sessions at the onset of the project and documented in the Education Management Plan.

A successful decentralized user training session is in a classroom environment with a computer for each user (minimum of one computer for every two users, but ideally one per user), a whiteboard, a printer in the room or nearby and one computer connected to a projector. The size of the class depends on the classroom size and the available computers for training. Ideally, a class size should be limited to twelve users in order to keep the session controlled and ensure all users are receiving appropriate level of personalized attention. The specific course topics will be discussed and scheduled after analysis, depending on the City's specific training needs.

4.8.5 Other Knowledge Transfer

Tyler offers other means of training for its users to be utilized after the implementation, though they are available upon contract signing.

- Online Education Courses – group training conducted via Webinar. The schedule is posted on the MUNIS Customer Tools website (log in required).

- Knowledge Base and Community – hundreds of searchable documents, videos and reports for users to view, download and modify. These include How-To documents, User Conference session documents, Best Practices and more.

- Tyler User Conference – annual conference providing dozens of training classes and networking opportunities. The City should budget attendees to this conference each year, after implementation, as the training and experience is invaluable. It is recommended that users attend the conference after the implementation is complete in order to ensure consistent training and keep focus on implementation goals.

4.8.6 Basic Division of Responsibilities

Tyler is responsible for developing training courses. The City is responsible for determining who should participate in training and ensuring their attendance at scheduled classes. The City will be responsible to insure that all required data files are "scrubbed", and that any required tables are built in preparation for class. Additionally, they will be required to complete all "Homework" assignments before the next training day is scheduled. Tyler trainers will be required to provide a class agenda along with any pre-training requirements.

Training Activity	Tyler	City
Project team training delivery	Lead	Assist
Technical team training gap identification	Lead	Assist
Development of end-user training strategy document	Lead	Assist
Computer-based training delivery	Lead	Assist
Train-the-Trainer course development	Lead	Assist
Identify users for Train-the-Trainer classes	Assist	Lead

City of Mesquite, TX
Munis ERP and Incode Court Case Management Solutions

Training Activity	Tyler	City
Schedule users for Train-the-Trainer classes	None	Own
Train-the-Trainer delivery	Lead	Assist
End-user standard training material development	Lead	Assist
Develop training materials (procedure manuals)	Assist	Lead
Develop training plan & curriculum	Lead	Assist
Train-the-Trainer End-user training delivery (process training, navigation, application)	Assist	Lead
Knowledge Transfer	Lead	Assist
Logistics and training administration	Assist	Lead

4.9 Testing

Testing occurs throughout the project, typically in repeated patterns that align closely with other major project activities. This is a shared responsibility between the City and Tyler and will be coordinated, conducted and monitored by both parties.

4.9.1   Verification Script Testing

Performed after software installation to demonstrate to City that core product functionality is in place and use of the software can begin. A copy of the Verification Test is attached in the contract as Exhibit 2.

4.9.2   Static Environment Testing

This is performed once the City has made preliminary Best Practice decisions. The purpose of the test is to provide an early opportunity to the City for validation of business process decisions in the actual application, without the complication of converted data. This pristine testing environment allows decision-makers to focus on process flow without the potential impact of converted data. A key part of the test is to conduct a "five-day" transaction test, during which all activities that take place in a standard week are duplicated and tested. This testing is a key milestone that dictates whether Core User Documents can be written and data population can begin.

4.9.3   Conversion Validation & Testing

Conversion proofing is performed after each pass of converted data is loaded. Use of control reports, filtering techniques, SSRS comparison reports and visual inspection are all part of this process. The purpose is to identify all issues with data, whether due to mapping inconsistencies, source data issues, data submission content or conversion programming errors. Acceptance of conversion programming must be completed long before the pre-live period so that Final Conversions have little or no risk of data or conversion programming issues. Final acceptance is necessary prior to live processing as the last step before data is loaded in the live database and live processing begins. This testing is part of pre-live assessment.

4.9.4   Customizations Testing

Customization testing is performed in an isolated environment once the customization is unit tested first to ensure compliance with specifications and to validate the performance of the coding. Once unit testing is completed successfully, the customization is tested for integration performance as part of an overall process, paying special attention to any impact on touch points throughout the product. After successful integration testing, customizations are exposed to setup data and converted data by replicating the fully populated databases in the test environment. After successful testing with a copy of the "live" or "train" databases, authorization is requested to load the customization into the production environment. Testing continues throughout the balance of the project to ensure the integrity of the customization. This testing is part of pre-live assessment.

4.9.5   Munis Forms Testing

Forms testing is first performed in a test environment at Tyler, prior to delivery of forms to the City, using sample data extracted during the Static Environment Test. Once Form design has been accepted (60 days before live processing) and forms are loaded on the City's server, testing continues throughout the balance of the Implementation. The goal, at a minimum, is to print forms as part of training (Core and End User) so that both the content and process are validated repeatedly. Submission of forms to banks must be completed and acceptance received a minimum of thirty days before live processing. This testing is part of pre-live assessment.

4.9.6   Integration Testing

Beginning with the testing that occurs during the Static Environment Test and continuing with Customizations testing, process training (Project Team/Functional leads, Subject Matter Experts, Core User and End User), parallel or trial run processing and Stress Testing, special attention is paid to the integration integrity of the system. Whether between Munis applications and the General Ledger or 3rd party import/exports and interfaces, all aspects of functional integrity is tested repeatedly throughout the Implementation. This testing is part of pre-live assessment.

4.9.7   User Acceptance Testing

User Acceptance testing is conducted both leading up to and following end-user training. While some recommend that UAT is all performed post end-user training, Tyler supports incremental UAT through trial run processing in Financials. Early trial runs and parallels will most likely not involve end-users, once again isolating them from any issues that may be discovered through the process. Once processes are stabilized and can be completed without significant error, the UA testing will expand to include End Users.

4.9.8   Stress Testing

Stress Testing is completed in the pre-live timeframe and involved all City users. The City and Tyler will extract written test scripts from the Desktop Documents. The City will coordinate this activity and the scheduling of the execution, monitoring and evaluation of the tests.

4.9.9   Testing Roles & Responsibilities

Task	Description	Tyler	City
Perform Verification Test	Tyler performs scripted test to validate baseline software performance.	Leads	Participates
Acceptance of Verification Test	City acceptance of baseline test.	None	Owns
Establish To-Be Test Plan	Compile information gathered during analysis and prepare settings for To-Be Test (Static Environment Test).	Owns	None
Perform To-Be Test (Static Environment Test)	Conduct demonstration of To-Be decisions in Munis with hand-keyed data.	Leads	Participates
Authorization to Proceed	City acceptance of To-Be Test and authorization to proceed with training and data population.	None	Owns
Test Forms	Perform test of Tyler Forms through process testing and training.	Shared	Shared

Secure Bank Acceptance	Submit forms to bank for approval.	None	Owns
Perform Stress Test	Complete Stress Test	Participates	Leads
Perform User Acceptance Test	Complete User Acceptance Test	Participates	Leads
Parallel & Trial Run Testing	Replicate live processing and use tools for identifying and resolving discrepancies.	Leads	Participates

4.10 Implementation Deliverables

4.10.1 Deliverable Expectations

Deliverable Acceptance Process

Written acceptance for service deliverables will be formally requested by Tyler upon delivery of the deliverables. If sign-off or written dispute of a service deliverable is not received within (10) business days of the delivery date, Tyler will assume that the City acknowledges noted deliverable has been accepted. The City shall be entitled to reject the deliverable if it fails in any way to comply with the stated scope of services or if it fails to comply with accepted industry standards. If the City rejects a deliverable, the City must provide a written explanation to Tyler as how the deliverable has not met expectations within (10) business days of delivery. Tyler shall have (5) days to rectify and resubmit the deliverable to City. Upon resubmission, the defined Deliverable Acceptance Process will be restarted.

4.10.2 Tyler Functional Project Managers

Objective: Maintaining control of MUNIS deliverables, project scope, project plan, budgetary constraints, and communications.

Deliverables
- Project Plan by Phase
- Project Calendar
- Status Reports
- Agendas
- Issues Tracking Sheet
- Account Reconciliation Tracking Sheet
- Change Order Forms

Format: All outputs of Tyler Project Management scope will be provided in soft copy.

4.10.3 City Project Manager

Objective: Maintaining control of City of Mesquite, TX tasks, internal project scope, internal budgetary constraints, internal resource management and communications.

Deliverables
- Resource Availability Calendar
- Internal Project Status Reports
- Critical Stop Sign-offs
- Schedule Acceptance Notice

- Issues Tracking Sheet
- Change Order Forms

Format: All outputs of City Project Management scope will be provided in soft copy.

4.10.4 Risk Management

Objective: Defining methods and procedures for assessing and dealing with possible threats that could arise inside or outside the organization.

Deliverables
- Risk Management Plan
- Risk Register
- Status Reports

Format: Tyler will provide the base Risk Management Plan and Risk Register and work with the City Project Manager and team to refine them to their final versions. These will be published on the Project SharePoint site. Risks will be jointly monitored on the Project SharePoint site, throughout the project.

4.10.5 Change Management

Objective: Develop Change Management Plan to ensure that all changes (i.e., scope, technical, schedule, and cost) are properly identified, evaluated, implemented or rejected, tested, and documented.

Deliverables
- Change Management Plan
- Change Management Tools

Format: Tyler and City will co-develop the Change Management Plan. Tyler will provide the base Change Management Plan and work with the City Project Manager and team to refine it to its final version. Unless specifically contracted, the City is responsible for the internal Change Management Process.

4.10.6 Quality Management Plan

Objective: To define metrics and processes for performing system testing and maintaining quality standards.

Tyler and City will co-develop the Quality Management Plan. Tyler will provide the base Quality Management Plan and work with the City Project Manager and team to refine it to its final version. City owns responsibility for developing test scripts unless otherwise contracted. Policy Testing is a shared responsibility, reliant on City providing updated Policy manuals for use in testing. Security, Integration, Unit and Regression Testing are shared tasks completed during all other testing processes. Parallel Testing is performed with certain applications and is a shared task for initial test and shifted to City ownership for subsequent parallels.

Deliverables
- Quality Management Plan

Format: Quality Management Plan and Verification Test are delivered in soft format.

4.10.7 Communications Plan

Objective: To define the formal and informal communications that is critical throughout the Tyler project. The Plan includes specific information regarding the type of communication, purpose, scope, objectives, audience, responsibilities, format, and timing.

Tyler and City will co-develop the Communication Plan. Tyler will provide the base Communication Management Plan and work with the City Project Manager and team to refine it to its final version. Project Status Meetings and

Project Team Meetings are internal to the City. Tyler Implementation Meetings are a shared responsibility. Project Status Reports are generated by the Tyler PM on a bi-weekly basis.

Deliverables
- Communications Management Plan
- Project Status Reports
- Tyler SharePoint site
- Agendas

Format: Agendas for meetings, the Communication Plan and Status Reports will be delivered in soft format.

4.10.8 Schedule Management

Objective: To define the process of how the master project schedule will be established, managed and modified.

Tyler and the City will co-develop schedule management plan. Tyler will provide the base Schedule Management Plan and work with the City Project Manager and team to refine it to its final version. Tyler will maintain the Project plan for Tyler-related tasks throughout the duration of the project.

Format: Calendars for Tyler activities will be delivered in soft format. Requests for Schedule Changes and Schedule Reporting will also be delivered in soft format.

Deliverables
- Schedule Management Plan
- Project Schedule in Microsoft SharePoint

Format: Schedule Management Plan and Project Schedule will be delivered in soft format and published on the Project SharePoint site.

4.10.9 Scope Management Plan

Objective: To define the scope of activities performed under the Tyler Contract. Specifically, this describes the expectations, participant roles and responsibilities, and project approach to implementation of the suite of Tyler software modules.

Tyler and City will co-develop the Scope Management Plan. Tyler will provide the base Scope Management Plan and work with the City Project Manager and team to refine it to its final version

Deliverables
- Scope Management Plan
- Project Contract
- Statement of Work

Format: The Scope Management Plan will be delivered in soft format and published on the Project SharePoint site.

4.10.10 Resource Management Plan

Objective: To establish the processes that organizes and manages the project team and the necessary physical resources for the project tasks.

Tyler and City will co-develop the Resource Management Plan. Tyler will provide the base Resource Management Plan and work with the City Project Manager and team to refine it to its final version The City Project Manager is

responsible for managing the plan as is applicable to internal resources. The Tyler Project Manager is responsible for managing the plan as is applicable to Tyler resources.

Deliverables
* Resource Management Plan

Format: The Resource Management Plan will be delivered in soft format and published on the Project SharePoint site.

4.10.11 Education Management Plan

Objective: Define the process of transferring knowledge bi-directionally between Tyler and the City.

Tyler and City will co-develop the Education Management Plan. Tyler will provide the base Education Management Plan and work with the City Project Manager and team to refine it to its final version The City Project Manager is responsible for managing the plan as is applicable to internal resources. The Tyler Project Manager is responsible for managing the plan as is applicable to Tyler resources.

Deliverables
* Education Management Plan

Format: The Education Management Plan will be delivered in soft format and published on the Project SharePoint site.

4.10.12 Conversion Processes

Objective: Plan and define the conversion process, identify activities, and define assumptions, complete conversion programming and proofing.

Tyler and City will co-develop the Conversion Plan. Tyler will provide the base Conversion Plan and work with the City Project Manager and team to refine it to its final version The City Project Manager is responsible for managing the plan as is applicable to internal resources. The Tyler Project Manager is responsible for managing the plan as is applicable to Tyler resources. The Tyler Conversion Team is responsible for programming, running and loading the conversion. Tyler owns training City on Data Verification process and assists in issue resolution. City Project Manager owns Conversion Acceptance.

Deliverables
* Conversion Plan
* Contracted conversion files
* Tyler assistance/training on data validation
* Conversion Acceptance Sign-off

Format: The Conversion Plan will be delivered in soft format and published on the Project SharePoint site.

Section 5   Post Go-Live Support

5.1 Product Support Services

The Technical Support department is divided into multiple teams: Financials, Payroll/HR, Tax/Other Revenue and Collections, Utility Billing and Collections, OS/DBA (Operating System and Database Administration), Tyler Reporting Services, Tyler Forms and Incode Court Case Management (different toll-free support line).

These "product specific" teams allow support staff to focus on a group of products or services. A team of specialists assigned to each team will handle your calls quickly and accurately.

Each team consists of a Support Product Manager, Support Analysts and Technical Support Specialists. The Support Product Manager is responsible for the day-to-day operations of the team and ensuring we provide exceptional technical support to our Citys. The Support Analysts are responsible for assisting the team with City's issues and provide on-going training for the team. Specialists are responsible for diagnosing and resolving customer issues in a timely and courteous manner.

Technical Support Department – Support Call Process is as follows:

Each call logged is given a priority (1, 2, 3 and 4) according to the City's needs/deadlines. The goal of this structure is to clearly understand the importance of the issue and assign the priority for closure. The City is responsible for setting the priority of the call. Tyler support keeps track of responsiveness to priority 1, 2 and 3 calls each week. This measurement allows us to better evaluate overall customer satisfaction.

Priority 1 call – issue is critical to the City, the application or process is down.

Priority 2 call – issue is severe, but there is a work around the City can use.

Priority 3 call – issue is a non-severe support call for the City.

Priority 4 call – issue is a low priority for the City and they would like to work with support as time permits.

Call Response Goals:

Open Call Priority	Maximum number of days a support call is open	Support managers and analysts review open calls
1	Less than a day	Daily
2	10 Days or less	Every other day
3	30 Days or less	Weekly
4	60 Days or less	Weekly

The Support Process Document can be accessed by all Tyler Citys on our documentation KnowledgeBase or Tyler Community.

5.2 Tyler Reporting Services for Munis

The Tyler Reporting Services views, models, and libraries are available to the City upon delivery of the Enterprise Resource Planning software solution. The number of views, models and libraries are increased with each new release of MUNIS software and are available to the City immediately upon upgrading. This support team is available to assist with report writing questions. Custom reports may be developed at an additional cost.

Section 6 Appendices

6.1.1 Project Change Order

Project Change Request		
Date: _____		
Requester: _____	PCR Number: _____	
Nature of the proposed change:		
Reason for the Change:		
Impact of the Change:		
Project schedule:		
Project pricing:		
Other impact:		
P.O. to which changes will apply:		
Signatures:		
		❑ Approved
Tyler Project Manager: _____	Date: _____	❑ Rejected
		❑ Approved
City Project Manager: _____	Date: _____	❑ Rejected
Please file with the Project Control Office		

6.1.2 Recommended Hardware & Network Configurations

Infrastructure

Tyler will provide review and sign off of actual configuration from the City before a purchase order is issued. This will confirm that the specific hardware and software to be purchased will ensure the highest level of performance of the applications included in this contract.

Environments

As part of the project, Tyler will assist the City in establishing the following environments. All hardware specifications, requirements, and required staffing will support development of all listed environments.

Tyler Munis environments:

- Test
- Train
- Production/Live

Tyler Incode Case management environments:

- Test
- Production/Live

Recommended Requirements for Installation

To be inserted by Tyler's Installation Engineers

Key Dates for Hardware Availability

To prevent delays in the implementation schedule, it is the responsibility of the City to have procured and installed all applicable hardware within 60 days after the effective date of the agreement. Failure to have necessary hardware within 60 days may result in delay in installing the Tyler software on the City's hardware and may require changes to the implementation schedule.

Tyler will provide review and sign off of actual configuration from the City before a purchase order is issued by the City. This will confirm that the specific hardware and software to be purchased will ensure the highest level of performance of the applications included in this contract.

City of Mesquite, TX
Munis ERP and Incode Court Case Management Solutions

6.1.3 Conversions

Conversion ID	Description
AC Opt 1 - Actuals	General ledger – actual account summary balances for up to 5 years, to be populated in the GL Master and GL Master Balance tables. Project Ledger balances are not included with this option.
AC Opt 2 - Budgets	General Ledger – budgeted account balances for up to 5years, to be populated in the MUNIS GL Master and GL Master Balance tables. This can include the original budget, budget adjustments and revised budget. Project Ledger budgets are not included with this option.
AC Standard COA	Chart of Accounts conversion from spreadsheet (to be provided during COA analysis). For this conversion, the City is given a specific Conversion Excel spreadsheet with many tabs. The City uses this to fill out their setup information for segments, objects, character codes, project codes, organizations (or long accounts), segment level control accounts, budget rollups, fund attributes, and due-to/due-from accounts.
AP Opt 1 - Checks	Unlimited Check History. This includes vendor, warrant, check#, check date, overall amount, GL cash account/date, clearance information and check detail for related document/invoice numbers for each check.
AP Opt 2 – Invoice	Unlimited Invoice History. This includes general information and line-specific information for AP invoices.
AP Standard Master	Vendor Master. This conversion includes vendor master (names, addresses, SSN/FID, contacts, phone numbers, etc.). If additional remittance addresses are provided, these can be converted as well. YTD 1099 balances are converted into the related MUNIS Vendor 1099 summary balances table.
FA Opt 1 – History	Fixed Assets transaction history includes dated acquisition transactions and disposal transactions for current assets can be created from acquisition/disposal data, if desired. If the City has actual transaction data (acquisitions, disposals, transfers, etc.), this can be converted, as well.
FA Std Master	Fixed Assets Master. This conversion includes Asset description, status type (G or P), acquisition quantity, date, amount, codes for asset class, subclass, department, custodian, flags for capitalization and depreciation, estimated life, serial number, model, model year depreciation method, life-to-date depreciation amount, last depreciation date, disposal information (if any), purchase information, if any (vendor, PO, Invoice), four GL orgs and objects, for Asset account, Contra account, Depreciation Expense account, and Accumulated Depreciation account, plus an addition org and object for purchase account (if desired), and general comments
GB Opt 1 – Recurring Invoices	General Billing. Bill templates for frequent recurring bills
GB Opt 2 – Bills	General Bills. Invoice amounts, payments and adjustments.
GB Std CID	Customer file. Customer demographics, including name, address and contact information.
IN Opt 1 – Commodity Codes	Commodity codes may relate to purchase orders, inventory, or both. Therefore, this option may be purchased without the standard inventory conversion. This conversion sets up the commodity master information, including codes and descriptions, commodity type,

	acquisition type, unit of measure, vendor, buyer, approver, and various other codes and flags.
IN Std Master	Inventory Item Master. This includes item, item description, commodity code, purchase vendor and date, date received, GL information and hazard codes. Also included is item location, bin, quantities (on-hand, last, committed, standard purchase, re-order), lead time; count, count date, and variance; GL information; plus accumulator buckets (MTD/YTD/SOY/SOM/LY received/issued/adjusted/cost/value). A FIFO table (if data is provided) and backorder information (if data is provided). FIFO data can also be converted, if available, and includes item, location, date, QTY-received, unit cost, and quantity on hand.
	City
Purchase Orders Standard	Open purchase orders with encumbrances. This includes vendor, buyer, date, accounting information and PO Detail (line) information.
UB Standard	Utility Billing account information. Previous and current customer owner information, address information, phone, fax, SSN number, FID number, account status, location/parcel number, location street, apartment, city, state, zip, book number, read sequence, account start and end date, EFT bank information.
UB Opt 1 – Services/meter Inventory	Service codes, service status, type, factor, condo units, bill cycle codes, budget information, winter usage, meter readings(current and previous), meter usage (current and previous), sales tax information
UB Opt 2 – Assessments	Assessments are Improvement costs that are spread across to property owner.
UB Opt 3 – Consumption History	History of meter readings, usage, read dates, usage days, bill amounts, bill dates, read codes
UB Opt 5 – Service Orders	Service Orders - meter repairs, checks for leaky meter, reread a meter due to high reading
UB Opt 6 - Backflow	Account information, backflow device information, backflow type, and backflow violations

Criminal Court Case Management

This conversion process facilitates the transfer of court case history – including people, citations, warrants, and payment history – from the City's existing court case management system to the Incode Court Case Management application. The following data types are included in the scope of this project.

Data Types Included
Citation/Case Information
Violation (offense) Information

City of Mesquite, TX
Munis ERP and Incode Court Case Management Solutions

Fee/Fine/Cost Assessments
Fee/Fine/Cost Payments
Fee/Fine/Cost Non-Cash Credit
Bond Information
Warrant Information
Officers
Witnesses
Defendants
Offense Code Master
Vehicles
Attorneys
Citation History
Receipts

Activities and assumptions:

- Tyler will work with the City to identify operational reports from the legacy system that provide control totals of the quantity and value of the records to be converted. The City will produce these operational reports to accompany each data extract from the legacy system.
- Tyler will conduct a series of conversion workshops to guide the City through the review of the converted data. In these onsite workshops, the Tyler Implementation Consultants and Conversion Programmers will work with the City SMEs to reconcile the control totals between the operational reports from the legacy system and the Incode system and also to review individual sample cases to identify any corrections to be made in the conversion programs.
- Once the data has been extracted for the final conversion, Tyler recommends limiting access to the legacy system to read-only access to prevent changes to records that will not be reflected in the converted data.
- Tyler will work with the City to establish a process for final conversion that will minimize downtime between the extraction of data from the legacy system and the conversion and final validation of the data in preparation for go-live on the Incode solution. Some processes may need to be performed manually during the final transition — especially if the City has departments that access the court system on a 24/7 basis.

The following exclusions apply to the Court Case Management conversion scope:

- Tyler does not convert information into the Cash Collection application — this application will begin accumulating history information as the system "goes live" and payments are processed within Incode.
- Code files are also not included in the conversion — these are established as part of the base configuration of the application, and converted data is cross-referenced to the established codes.

- Microsoft Word documents and templates will not be converted programmatically from the legacy system— these documents must be created in Microsoft Word and configured for use in Incode.
- The court calendar will be reestablished in Incode through the application and the converted data will be matched to the calendar through case status and other criteria.

Document Images

This conversion process facilitates the transfer of images – scanned documents and files of other types – from the City's existing document management system that are indexed to people and/or citations in the existing court system.

Activities and assumptions:

- The final conversion of images and index files consists of a Bulk Conversion of all images and data through a particular point in time, to be followed by a Gap Conversion of images and data added from that point in time through the go-live of the system.
- Once the data has been extracted for the bulk conversion, Tyler expects that the legacy data and images will not change, as they will not be re-converted.
- Tyler will work with the City to establish a specific timeframe for the review and approval of the bulk conversion. This timeframe is commonly established at five business days in order to maintain an aggressive pace on the conversion in preparation for go-live.
- Tyler will work with the City to establish specific timeframes for the review and approval of conversion corrections identified in the bulk conversion – commonly two business days to verify that the issue has been resolved.
- Once the data has been extracted for the gap conversion, Tyler recommends limiting access to the legacy imaging system to read-only access to prevent changes to records that will not be reflected in the converted data.
- The following data type(s) are included in the scope of this project

Data Type
Image Files and Indexes

City of Mesquite, TX
Munis ERP and Incode Court Case Management Solutions

6.1.4   Munis Tyler Forms

- Tyler Forms Financial Library
    - 1 Accounts Payable Check form
    - 1 EFT/ACH Advice form
    - 1 Purchase Order form
    - 1099M
    - 1099INT
    - 1099S
    - 1099G
- Tyler Forms General Billing Library
    - 1 Invoice form
    - 1 Statement form
    - 1 General Billing Receipt form
    - 1 Miscellaneous Receipt form
- Utility Billing Library
    - One Utility Bill
    - 1 Assessment
    - 1 UB Receipt
    - 1 Lien Letter,
    - 1 UB Delinquent Notice
    - 1 Door Hanger and 1 Final Utility Bill
- Tyler Forms PO Distribution
    - Allows Purchase Orders to be routed to multiple printers and e-mail addresses
- Tyler Forms Signature Application
    - Allows signatures to print securely on checks

Exhibit 7

Tyler's Proposal dated April 19, 2012

Hardcopy omitted, incorporated herein by reference

Exhibit 8

Client's RFP dated March 15, 2012

Hardcopy omitted, incorporated herein by reference

tyler technologies

Quoted By: Tim Vickers
Date: 4/17/2013
Quote Expiration: 9/24/2013
Quote Name: City of Hollywood-ERP-Munis Utility Billing
Quote Number: 2013-3323
Quote Description: City of Hollywood Revised April 17th City Hosted Utility Billing & Work Orders

Sales Quotation For

City of Hollywood
2600 Hollywood Blvd
Hollywood, Florida 33020
Phone (954) 921-3321

Tyler Software and Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Financials:						
Work Orders, Fleet & Facilities Management	$41,250.00	25 @ $1175	$29,375.00	$11,000.00	$81,625.00	$7,425.00
General Ledger (Limited Use)	$27,500.00	9 @ $1175	$10,575.00	$0.00	$38,075.00	$4,950.00
Revenue:						
Utility Billing CIS	$58,000.00	39 @ $1175	$45,825.00	$29,500.00	$133,325.00	$10,440.00
Tyler Cashiering	$46,000.00	6 @ $1175	$7,050.00	$0.00	$53,050.00	$8,280.00
UB Interface	$16,500.00	9 @ $1175	$10,575.00	$0.00	$27,075.00	$2,970.00
Maplink GIS Integration	$22,000.00	1 @ $1175	$1,175.00	$0.00	$23,175.00	$2,970.00
Other:						
MUNIS Disaster Recovery Service	$0.00	0 @ $1175	$0.00	$0.00	$0.00	$17,336.00
Productivity:						
Tyler Content Manager SE	$45,000.00	8 @ $1175	$9,400.00	$0.00	$54,400.00	$8,100.00
Citizen Self Service	$30,000.00	1 @ $1175	$1,175.00	$0.00	$31,175.00	$5,400.00
Tyler Reporting Services	$24,000.00	3 @ $1175	$3,525.00	$0.00	$27,525.00	$6,000.00

Tyler Software and Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Munis Office	$22,000.00	3 @ $1175	$3,525.00	$0.00	$25,525.00	$3,960.00
Role Tailored Dashboard	$22,000.00	3 @ $1175	$3,525.00	$0.00	$25,525.00	$3,960.00
Tyler Forms Processing	$19,500.00	0 @ $1175	$0.00	$0.00	$19,500.00	$2,400.00
Sub-Total:	$373,750.00		$125,725.00	$40,500.00	$539,975.00	$84,191.00
Less Discount:	*$121,225.00*		*$0.00*	*$0.00*	*$121,225.00*	*$66,855.00*
TOTAL:	**$252,525.00**	**107**	**$125,725.00**	**$40,500.00**	**$418,750.00**	**$17,336.00**

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
(42) Additional Implementation Days - 30 Days UB CIS, 1 Day Tyler Cashiering, 3 Days UB Interface, 4 Days Role Tailored Dashboard & 4 Days Munis Admin & Security Training	42	$1,175.00	$0.00	$49,350.00
Estimated Travel Expenses	1	$44,540.00	$0.00	$44,540.00
Install Fee - New Server Install-WIN	1	$9,000.00	$0.00	$9,000.00
Munis Admin & Security	4	$1,175.00	$0.00	$4,700.00
Post Live Services - 20 Days	20	$1,175.00	$0.00	$23,500.00
Project Planning Services	1	$11,000.00	$0.00	$11,000.00
Tyler Forms Processing Configuration	1	$3,000.00	$0.00	$3,000.00
Tyler Forms Library - Utility Billing	1	$5,500.00	$0.00	$5,500.00
TOTAL:				**$150,590.00**

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
Cash Drawer	5	$230.00	$0.00	$1,150.00	$0.00	$0.00	$0.00
Hand Held Scanner - Model 1900GSR	5	$415.00	$0.00	$2,075.00	$0.00	$0.00	$0.00
Hand Held Scanner Stand	5	$25.00	$0.00	$125.00	$0.00	$0.00	$0.00
ID Tech MiniMag USB Reader	5	$62.00	$0.00	$310.00	$0.00	$0.00	$0.00
Power Supply	5	$40.00	$0.00	$200.00	$0.00	$0.00	$0.00
Printer - (EPSON TM-H6000iii)	5	$1,400.00	$0.00	$7,000.00	$0.00	$0.00	$0.00

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
Tyler Secure Signature System with 2 Keys	1	$1,650.00	$0.00	$1,650.00	$0.00	$0.00	$0.00
Tyler Unlimited Client Access	1	$31,000.00	$9,300.00	$21,700.00	$6,200.00	$0.00	$6,200.00
3rd Party Hardware Sub-Total:				*$12,510.00*			*$0.00*
3rd Party Software Sub-Total:				*$21,700.00*			*$6,200.00*
TOTAL:				**$34,210.00**			**$6,200.00**

Summary

	One Time Fees	Recurring Fees
Total Tyler Software	$252,525.00	$17,336.00
Total Tyler Services	$316,815.00	$0.00
Total 3rd Party Hardware, Software and Services	$34,210.00	$6,200.00
Summary Total	**$603,550.00**	**$23,536.00**

Contract Total $627,086.00

Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
Utility Billing - Option 1 Services - F	$4,500.00	$0.00	$4,500.00
Utility Billing - Option 2 Assessments - F	$2,500.00	$0.00	$2,500.00
Utility Billing - Option 3 Consumption History - F	$4,500.00	$0.00	$4,500.00
Utility Billing - Option 4 Balance Forward AR - F	$6,000.00	$0.00	$6,000.00
Utility Billing - Option 5 Service Orders - F	$4,000.00	$0.00	$4,000.00
Utility Billing - Option 6 Backflow - F	$4,000.00	$0.00	$4,000.00
Utility Billing - Standard - F	$4,000.00	$0.00	$4,000.00
Work Order Opt 1 - Work Order Asset - F	$4,500.00	$0.00	$4,500.00
Work Order Opt 2 - Closed Work Order History No Cost Data - F	$6,500.00	$0.00	$6,500.00
TOTAL:	$40,500.00	$0.00	$40,500.00

Optional Tyler Software & Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Other:						
OSDBA Contract Services	$0.00	0 @ $1175	$0.00	$0.00	$0.00	$17,336.00
Productivity:						
IVR Gateway	$13,500.00	6 @ $1175	$7,050.00	$0.00	$20,550.00	$2,430.00
TOTAL:	**$13,500.00**	**6**	**$7,050.00**	**$0.00**	**$20,550.00**	**$19,766.00**

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

Customer Approval: _____ Date: _____

Print Name: _____ P.O. #: _____

All primary values quoted in US Dollars

Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
Financials:						
General Ledger (Limited Use)	$27,500.00	$8,250.00	$19,250.00	$4,950.00	$4,950.00	$0.00
Work Orders, Fleet & Facilities Management	$41,250.00	$12,375.00	$28,875.00	$7,425.00	$7,425.00	$0.00
Revenue:						
UB Interface	$16,500.00	$4,950.00	$11,550.00	$2,970.00	$2,970.00	$0.00
Utility Billing CIS	$58,000.00	$17,400.00	$40,600.00	$10,440.00	$10,440.00	$0.00
Tyler Cashiering	$46,000.00	$13,800.00	$32,200.00	$8,280.00	$8,280.00	$0.00
Maplink GIS Integration	$22,000.00	$10,450.00	$11,550.00	$2,970.00	$2,970.00	$0.00
Other:						
MUNIS Disaster Recovery Service	$0.00	$0.00	$0.00	$17,336.00	$0.00	$17,336.00

Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
Productivity:						
Citizen Self Service	$30,000.00	$9,000.00	$21,000.00	$5,400.00	$5,400.00	$0.00
Munis Office	$22,000.00	$6,600.00	$15,400.00	$3,960.00	$3,960.00	$0.00
Role Tailored Dashboard	$22,000.00	$6,600.00	$15,400.00	$3,960.00	$3,960.00	$0.00
Tyler Content Manager SE	$45,000.00	$13,500.00	$31,500.00	$8,100.00	$8,100.00	$0.00
Tyler Forms Processing	$19,500.00	$11,100.00	$8,400.00	$2,400.00	$2,400.00	$0.00
Tyler Reporting Services	$24,000.00	$7,200.00	$16,800.00	$6,000.00	$6,000.00	$0.00
TOTAL:	**$373,750.00**	**$121,225.00**	**$252,525.00**	**$84,191.00**	**$66,855.00**	**$17,336.00**

Comments

Tyler's OSDBA Service is calculated at 25% of the MUNIS annual maintenance. There is a $2,500 minimum annual fee and a $30,000 maximum annual fee.

Tyler's Disaster Recovery Service is calculated at 25% of the MUNIS annual maintenance. There is a $5,000 minimum annual fee and a $30,000 maximum annual fee for Disaster Recovery service. The Disaster Recovery fees are applicable only to one Live MUNIS database and excludes all test and training databases.

Tyler recommends the use of a 128-bit SSL Security Certificate for any Internet Web Applications, such as the MUNIS Web Client and the MUNIS Self Service applications if hosted by the Client. This certificate is required to encrypt the highly sensitive payroll and financial information as it travels across the public internet. There are various vendors who sell SSL Certificates, with all ranges of prices.

Conversion prices are based on a single occurrence of the database. If additional databases need to be converted, these will need to be quoted.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

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

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Pricing for optional items will be held for six (6) months from the quote date.

Tyler provides onsite training for a maximum of 20 people per class. In the event that more than 20 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

In the event Client acquires from Tyler any edition of Tyler Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Tyler Content Manager software with non-Tyler applications, Client must purchase or upgrade to Tyler Content Manager Enterprise Edition.

Tyler's form library prices are based on delivering the specific form quantities listed below. Additional formats of forms listed below are extra. Custom forms are extra. Please note that Tyler Forms requires the use of approved printers only. Contact Tyler support for the list of approved printers.

Utility billing library includes: 1 Utility bill, 1 assessment, 1 UB receipt, 1 Lien letter, 1 UB delinquent notice, 1 door hanger and 1 final utility bill.

Includes digitizing two signatures, additional charges will apply for additional signatures.

Project Management includes project planning, kickoff meeting, status calls, troubleshooting, business process advice, verification and transition to support.

Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices accordingly.

Comments

Cash station requires a customer supplied computer. Specification provided upon request.

Tyler's quote is for a stand alone Utility Billing & Work Order System that includes the following discounted Tyler modules needed to make the proposed system fully operational:

Maplink GIS
General Ledger
Tyler Cashiering
Citizen Self Service
IVR Gateway
Tyler Content Management SE
Tyler Forms Processing
Munis Office
Role Tailored Dashboard
Tyler Reporting Services
Unlimited Client Access

Should the City elect to add or expand the Tyler Products footprint including but not limited to: Financials, Payroll, HR Management, Revenue, Community Development etc........then additional SaaS Fees, License Fees, Annual Maintetance, and/or Implementation Services may be required on the products listed above or added at then current Tyler Price Policy.

This quote does not obligate the City of Hollywood to the future purchase of any additional Tyler Products including Financials, Purchasing, Payroll, Human Resource Management, Community Development etc.....unless the City elects to acquire.

This piggy back quote is based off of the City of Mesquite, TX contract dated October 2012 after a competitive RFP was issued and awarded to Tyler Technology Munis ERP Division. Since the time Mesquite, TX contracted with Tyler/Munis we have continued to update our software with enhancements and have increased specific modules with additional implementation days to reflect that new functionality.

Specific areas that Tyler has increased the number of implementation days includes:
Tyler Cashiering - (1) Additional Implementation Day Over Mesquite Contract
UB Interface - (3) Additional Days Implemetation Over Mesquite Contract
Role Tailored Dashboard- (4) Additional Days Implemetation Over Mesquite Contract
Utility Billing CIS - Mesquite's Contract indicates (69) Days Total Implementation which is equal to the proposed Hollywood at (39) Days Plus Proposed Additional (30) Days.
Munis Admin & Security - Tyler Requires (4) Additional Days Over Mesquite Contract

All Tyler Munis Services are billed only if incurred.

Comments