



SOFTWARE AS A SERVICE AGREEMENT

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

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

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

1. **"Agreement"** means this Software as a Services Agreement.
2. **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit "B".
3. **"Client"** means the City of McKinney, Texas.
4. **"Data"** means your data necessary to utilize the Tyler Software.
5. **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
6. **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
7. **"Defined Concurrent Users"** means the number of concurrent users that are authorized to use the SaaS Services. The Defined Concurrent Users for the Agreement are thirty (30).
8. **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
9. **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
10. **"Effective Date"** means the date both parties sign this Agreement.
11. **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
12. **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit "A".

13. **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit “B”.
14. **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
15. **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
16. **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit “C”.
17. **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit “E”.
18. **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit “C”.
19. **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable.
20. **“Third Party Hardware”** means the third-party hardware, if any, identified in the Investment Summary.
21. **“Third Party Products”** means the Third Party Software and Third Party Hardware.
22. **“Third Party Software”** means the third-party software, if any, identified in the Investment Summary.
23. **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
24. **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
25. **“we”, “us”, “our”** and similar terms mean Tyler.
26. **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. **Rights Granted.** We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Concurrent Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(8).
2. **SaaS Fees.** You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Concurrent Users and amount of Data Storage Capacity. You may add additional concurrent users or additional data

storage capacity, up to two hundred (200) gigabytes on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Concurrent Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).

3. Ownership.

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

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

3.3 You retain all ownership and intellectual property rights to the Data.

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

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(8), below, the SLA and our then current Support Call Process.

6. SaaS Services.

6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 16, Type 2. We have attained, and will maintain, Type II SSAE compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our SSAE-16 compliance report or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.

6.2 You will be hosted on shared hardware in a Tyler data center, but in a database dedicated to you, which is inaccessible to our other customers. Upon Client's written request, Tyler will provide audit logs of access to the SaaS Services by Client's Defined Concurrent Users.

6.3 We have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your data has been lost or damaged due to an act or omission of

Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any data loss as greatly as possible. Tyler shall use commercially reasonable efforts to endeavor that the recovery point objective ("RPO") be accomplished within four (4) business hours. However, in no case shall the RPO exceed a maximum of twenty-four (24) hours from declaration of disaster, that would be reasonably likely to have a material adverse effect on the SaaS Services. In the event of a disaster that would be reasonably likely such a material adverse effect on the SaaS Services, Tyler shall provide prompt notice to the Client. For purposes of this subsection, RPO represents the maximum tolerable period during which your data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.

6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.

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

6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule.

6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned data. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.

6.8 We provide secure data transmission paths from each of your workstations to our servers.

6.9 For at least the past ten (10) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies. Our data centers are accessible only by authorized personnel with a unique key entry. All other visitors must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

SECTION C – OTHER PROFESSIONAL SERVICES

1. **Other Professional Services.** We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. **Professional Services Fees.** You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. **Additional Services.** The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface fixed-price costs as of the Effective Date) for the in-scope requirements for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. **Cancellation.** If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. **Services Warranty.** We will perform professional services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such professional services at no additional cost to you.
6. **Site Access and Requirements.** At no cost to us, you agree to provide us with access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. **Client Assistance.** You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
8. **Maintenance and Support.**
 - 8.1 For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

- a. perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version);
- b. provide telephone support during our established support hours as shown in the Support Call Process;
- c. maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
- d. make available to you all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
- e. provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

8.2 We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. If remote access to desktop is needed, monitored remote access will be provided.

8.3 For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice and Tyler shall provide its response to the Client with its estimate delivery timeline within five (5) business days.

SECTION D – THIRD PARTY PRODUCTS

1. **Third Party Hardware.** We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. **Third Party Software.** As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.

3. **Third Party Products Warranties.**

3.1 We are authorized by each Developer to grant access to the Third Party Software.

3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

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

2. **Invoice Disputes.** If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. In the event of an invoice dispute as contemplated in this Section E(2) and at no additional cost to the Client, we will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. **Term.** The initial term of this Agreement is five (5) years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. **Termination.** This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of

termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2). In an event of termination of this Agreement and upon receipt by Tyler of Client's written request, Tyler shall provide to Client its wholly-owned data in a digital medium within thirty (30) days of receiving a written request from Client digitally within 30 days. Such data shall be in a SQL database backup format along with the lookup schema diagram, which can be imported into a SQL database.

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

2.2 **For Cause.** If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).

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

2.4 **Lack of Appropriations.** If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon sixty (60) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

2.5 **Fees for Termination without Cause during Initial Term.** If you terminate this Agreement during the initial term for any reason other than cause, Force Majeure, or lack of appropriations, or if we terminate this Agreement during the initial term for your failure to pay SaaS Fees, you shall pay us the following early termination fees:

- a. if you terminate during the first year of the initial term, 100% of the SaaS Fees through the date of termination plus 25% of the SaaS Fees then due for the remainder of the initial term;
- b. if you terminate during the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 15% of the SaaS Fees then due for the remainder of the initial term; and
- c. if you terminate after the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 10% of the SaaS Fees then due for the remainder of the initial term.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

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

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

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

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

2. General Indemnification.

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

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for

personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

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

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

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

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

SECTION H – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary and Tyler's Best and Final Offer, attached hereto as Exhibit "F" ("BAFO"), will be valid for twelve (12) months from the Effective Date.

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

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

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

6. **E-Verify.** We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

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

8. **Binding Effect; No Assignment.** This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

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

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

11. **Entire Agreement; Amendment.** This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

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

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

14. **Independent Contractor.** We are an independent contractor for all purposes under this Agreement.

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

16. **Client Lists.** You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. **Confidentiality.** Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
- (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
- (c) a party receives from a third party who has a right to disclose it to the receiving party; or
- (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

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

19. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

20. **Multiple Originals and Authorized Signatures.** This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

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

22. **Contract Documents; Order of Precedence.**

22.1 This Agreement includes the following exhibits:

- Exhibit "A": Investment Summary
- Exhibit "B": Invoicing and Payment Policy
Schedule 1: Business Travel Policy
- Exhibit "C": Service Level Agreement
Schedule 1: Support Call Process
- Exhibit "D": Web Services – Hosted Application Terms
- Exhibit "E": Statement of Work
- Exhibit "F": Tyler's Best and Final Offer (BAFO)
- Exhibit "G": Tyler's Response to Client's Request for Proposal
- Exhibit "H": Client's Request for Proposal Bid Documents

22.2 The following documents shall form an integral part of this Agreement and shall prevail in the order set forth below:

- (a) This Agreement, which shall prevail over;
- (b) A Statement of Work, if any, which shall prevail over;
- (c) a purchase order or similar procurement instrument provided by Client. For the avoidance of doubt, any terms or conditions contained in such purchase order or similar procurement instrument shall be of no effect on Tyler and Client.

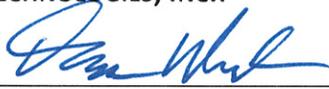
22.3 To the extent there is an inconsistency between a provision in this Agreement, including Exhibits "A" through "E" and a provision in Exhibits "F" through "H", the provisions shall control as shown in the following order:

- (a) This Agreement, including Exhibits "A" through "E", which shall control over;
- (b) Exhibit "F": BAFO, which shall control over;
- (c) Exhibit "G": Tyler's Response to Client's Request for Proposal; which shall control over;
- (d) Exhibit "H": Client's Request for Proposal Bid Documents.

[Remainder of page is intentionally left blank; signature page to follow]

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

TYLER TECHNOLOGIES, INC.:

By: 

Name: Dane Womble

Title: President; LGD

Date: 9/10/18

Address for

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

THE CITY OF MCKINNEY, TEXAS:

By: _____

Name: _____

Title: _____

Date: _____

Address for

Notices: City of McKinney
PO Box 517
McKinney, TX 75070

Attention: _____



EXHIBIT "A"
Investment Summary

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

[Remainder of page intentionally left blank]



Quoted By: Lee Midkiff
 Quote Expiration: 10/31/2018
 Quote Name: City of McKinney-LGD-CT
 Quote Number: 2018-46036-4
 Quote Description: Municipal Court

Sales Quotation For
 Rosanne Lemus
 City of McKinney
 PO Box 517
 McKinney, TX 75070-8013
 Phone: +1 (972) 547-7500
 Email: rlemus@mckinneytexas.org

Tyler Software and Related Services - SaaS

Description	One Time Fees			# Years	Annual Fee
	Impl. Hours	Impl. Cost	Data Conversion		
Incode Court					
Brazos Citation Issuing Device Interface	0	\$0	\$0		\$0
Court Incode Web Services/API	0	\$0	\$0		\$4,593
Court/Police (non-Incode) Interface (Import or Export of Citations/Warrants/Dispositions)	0	\$0	\$0		\$3,241
Incode Notifications for Court	0	\$0	\$0		\$0
Secure Signatures (Includes 2 signatures)	0	\$0	\$0		\$547
Each Signature (scan & Prepare for use)	0	\$0	\$0		\$98
DataXchange	0	\$0	\$0		\$0
Court Payment Import (Generic Interface)	4	\$500	\$0		\$682
Caseless Warrant Program	0	\$0	\$0		\$465
Criminal Court Case Mgt	240	\$30,000	\$31,000		\$54,769
Probation Module	40	\$5,000	\$6,500		\$8,723
Tyler Jury Module	40	\$5,000	\$0		\$0
Cashiering	24	\$3,000	\$0		\$3,869
Scheduling	0	\$0	\$0		\$3,869
Officer Email Notification (Generic Interface)	0	\$0	\$0		\$1,637
DMV/Scofflaw Program Interface (TX Only)	0	\$0	\$0		\$2,026
General Ledger (non-Incode) Interface	0	\$0	\$0		\$3,130
Jury Data Import (Generic Interface)	0	\$0	\$0		\$2,302
Collection Agency Export Interface	0	\$0	\$0		\$1,379
Court Online Component	0	\$0	\$0		\$0
Online Record Search	0	\$0	\$0		\$3,500
Incode Online Jury	0	\$0	\$0		\$4,071

2018-46036-4 -Municipal Court

CONFIDENTIAL

1 of 5

Attorney Web Portal	0	\$0	\$0		\$1,751
Output Director	8	\$1,000	\$0		\$2,026
Dallas Regional Warrant Interace	0	\$0	\$0		\$6,447
Tyler Software					
Tyler Content Manager Standard Edition (TCM SE)	56	\$7,000	\$0		\$7,364
Workflow	12	\$1,500	\$0		\$2,115
Other Services					
Hosting User Fee	0	\$0	\$0		\$17,250
<i>Sub-Total:</i>		\$53,000	\$37,500		\$135,854
TOTAL:	424	\$53,000	\$37,500	5	\$135,854

Other Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Project Management	1	\$12,500	\$12,500	\$0
Premium Implementation	120	\$125	\$15,000	\$0
Court Custom Development	1	\$7,500	\$7,500	\$0
Image Data Conversion	1	\$8,500	\$8,500	\$0
Tyler Online Transaction Fees Est	1	\$10,985	\$10,985	\$0
Online Application -Set up fee	1	\$400	\$400	\$0
Remote Services for Computer Installation	5	\$125	\$625	\$0
TOTAL:			\$55,510	\$0

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Maintenance	Maintenance Discount	Total Maintenance
Epson TM-H6000IV Thermal Receipt Printer - Black, USB NEW	5	\$1,050	\$0	\$5,250	\$0	\$0	\$0
Media Plus Automated Cash Drawer -Black NEW	5	\$200	\$0	\$1,000	\$0	\$0	\$0
Topaz Signature Pad TL462 - USB w/ Serial Emulation TLBK462-BSB Hosted Court Sites	7	\$400	\$0	\$2,800	\$0	\$0	\$0
Canon DR-C225 Sheetfed Scanner - VV7373	13	\$525	\$0	\$6,825	\$0	\$0	\$0
DigitalPersona UareU 4500 Fingerprint reader with USB cable - 88003-001	5	\$125	\$0	\$625	\$0	\$0	\$0
TOTAL:				\$16,500			\$0



Summary	One Time Fees	Recurring Fees
Total Tyler SaaS	\$0	\$135,854
Total Tyler Services	\$146,010	\$0
Total Third Party Hardware, Software and Services	\$16,500	\$0
Summary Total	\$162,510	\$135,854
Estimated Travel Expenses	\$11,765	

Detailed Breakdown of Conversions (Included in contract total)

Description	Hours	Unit Price	Programming Fee	Extended Price
Incode Court				
Court Case Management -Conversion	24	\$125	\$10,000	\$13,000
Warrants & Judgements -Conversion	8	\$125	\$4,500	\$5,500
Court -Fee Instance, Payment Plans, Restitution -Conversion - Conversion	20	\$125	\$10,000	\$12,500
Probation -Conversion	8	\$125	\$5,500	\$6,500
Total:				\$37,500

Optional Tyler Software and Related Services - SaaS		One Time Fees				
Description	Impl. Hours	Impl. Cost	Data Conversion	# Years	Annual Fee	
Tyler Content Manager						
Advanced OCR	16	\$2,000	\$0		\$6,344	
<i>Sub-Total:</i>		\$2,000	\$0		\$6,344	
TOTAL:		16	\$2,000	\$0	5	\$6,344

Comments

Victims' and witnesses' addresses, phone numbers, and personal information are entered on each case and secured if a confidentiality request has been filed.

\$ 10,000

Incode Court uses witness records to connect citation records to master name records. These witness records can be designated as a victim when appropriate. Tyler will create a setting on the witness record to allow a user to mark the record as confidential. Tyler will also add a security privilege to the system to control which users have the ability to view and edit confidential witness information. When the witness record is marked confidential, only users that have been granted access will be able to see the link between the citation and the witness master name record from the violation view or the master name view. The master name record itself will be visible in the system, as it may be attached to other citations in another context.

Produce productivity reports including number of people arrested, number of warrants served, activity completed that do not lead to arrest, number of warrants attempted, dollar amount of warrants cleared by arrest.

\$5,000

Incode Court allows tracking of arrest and service information on the warrant record. This information is available to be used in reporting, but these specific reports do not currently exist as a standard report in the system. Tyler will develop – or assist the client in developing – reports for the statistics listed

Conversion Notes. We will convert all open cases and 10 years of closed cases. Please note this conversion will come from one data set and must be in a format we can read such as text, comma delimited, ASCII or Excel.

The Tyler Online transaction fee estimate is included in the proposal for the City of McKinney planning purposes only and subject to change.

- Incode Notification for Courts (\$.20 per violation) - defendant notification by phone. Calls can be made for citation issued, court date reminders, court date missed and notification of next step, warrant issued, and payment plan due date reminder etc. Case is updated after each call. Call can be taken live, a message left, or no answer (court creates unique message for each call type and call can be in English or Spanish). The call can go to the attorney rather than the defendant. Incode Notification for Courts (\$.20 per text) - Defendant notification by text. Text can be made for the citation issues, court date reminder, court date missed and notification of next step, warrant issued, and payment plan due date reminder. Note: The Court will be billed by Tyler Technologies quarterly for the calls/texts conducted. The Court will be allowed 2 call campaigns in the first 30 days at no charge. Tyler will assist with the setup and creation of the campaigns. Trial offer is free for 30 days and the campaign is limited to a one year time frame. Both campaigns must be used within the 30 day time frame. If more than 2 campaigns are used, then the customer will be billed for the additional campaigns

Comments

- Travel Expenses are billed as incurred based on Federal IRS per diem standards.
- Hosting User Fee includes 30 users
- Court Case Management conversion includes Name Information (Address, phone, name notes), Vehicle Information, Officer Information, Offense Code Information, Case Information (violation date, comments, citation), Witness Information, Disposition Information
- Probation Conversion -When a defendant works with a Probation Officer within your court and is assigned more robust terms and conditions than a Diversion, Deferred, or Probation Traffic Case. The defendant may also require Drug Testing to be tracked in the system.
- Incode Court Online component displays citations for payment, payment plans, payment options, deferred disposition. Make payments, collects pleas from defendants, security SSL(secure socket layer), payment processing (credit card), and payment packet is created to be imported to Court system. Note that the defendant pays \$2.50-\$3.50 fee per transaction for an on-line portal convenience fee.



EXHIBIT "B"

Invoicing and Payment Policy

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

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

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

2. **Other Tyler Software and Services.**

2.1 *Project Planning Services:* Project planning services are invoiced upon delivery of the implementation planning document.

2.2 *VPN Device:* The fee for the VPN device will be invoiced upon installation of the VPN.

2.3 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced at the following Control Points as they are defined in the Statement of Work:

- i. 15% at Control Point 1: Initiate & Plan Stage Acceptance
- ii. 15% at Control Point 2: Assess & Define Stage Acceptance
- iii. 20% at Control Point 3: Build & Validate Stage Acceptance
- iv. 25% at Control Point 4: Final Testing & Training Stage Acceptance
- v. 20% at Control Point 5: Production Cutover Stage Acceptance
- vi. 5% at Control Point 6: Phase/Project Closure Stage Acceptance

2.4 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Business System Design document, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

2.5 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.

2.6 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in the Maintenance and Support Agreement.

2.7 *Other Fixed Price Services:* Other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document.

2.8 *Change Management Services:* If you have purchased any change management services, those services will be invoiced in the following amounts and upon the following milestones:

Acceptance of Change Management Discovery Analysis	15%
Delivery of Change Management Plan and Strategy Presentation	10%
Acceptance of Executive Playbook	15%
Acceptance of Resistance Management Plan	15%
Acceptance of Procedural Change Communications Plan	10%
Change Management Coach Training	20%
Change Management After-Action Review	15%

3. Third Party Products.

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

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

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

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

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



EXHIBIT "B"

Schedule 1: Business Travel Policy

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 advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven 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 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.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; 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 McKinney, Texas or such other location mutually agreeable to the parties. 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 are 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 p.m. is defined as direct travel time and does not include time taken to stop for dinner

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

- Breakfast 15%
- Lunch 25%
- Dinner 60%

B. Same Day Travel

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

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

5. Internet Access – Hotels and Airports

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



EXHIBIT "C" **Service Level Agreement**

I. Agreement Overview

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

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

Attainment: The percentage of time the Tyler Software is available during a calendar quarter, with percentages rounded to the nearest whole number.

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

Downtime: Those minutes during which the Tyler Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

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

III. Service Availability

The Service Availability of the Tyler Software is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

a. Your Responsibilities

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

You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and support tickets to confirm that Downtime for which we were responsible indeed occurred.

We will respond to your Downtime report within 30 day(s) of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA per quarter will not exceed fifty percent (50%) of one quarter of the then-current SaaS Fee. The total credits confirmed by us in one or more quarters of a billing cycle will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Every quarter, we will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken.
100%	95-97%	Four percent (4%) credit of fee for affected calendar quarter will be posted to next billing cycle
100%	<95%	Fifty percent (50%) credit of fee for affected calendar quarter will be posted to next billing cycle

You may request a report from us that documents the preceding quarter’s Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

IV. Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you. If maintenance is required outside of a scheduled maintenance window, we will provide five (5) business days’ advance notice to you to the extent we have actual knowledge of such required maintenance within such five (5) business day timeframe and/or such maintenance is not incident to a disaster or other emergency affecting the SaaS Services.

V. Force Majeure

You will not hold us responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.



EXHIBIT "C"

Schedule 1: Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

Support Availability

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

New Year’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is

used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler’s website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client’s needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents within ten (10) business days or provide a circumvention procedure within five (5) business days. For non-hosted customers, Tyler’s responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology’s software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client’s needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident’s priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client’s database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client’s desktop and view the site’s setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



EXHIBIT "D"

Web Services- Hosted Application Terms

Tyler will provide you with the hosted applications indicated in the Investment Summary of your License and Services Agreement. The terms and conditions contained in this document only apply to our provision of those applications. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

1. **Hosted Applications.** We will provide you with any of the following hosted applications as indicated in the Investment Summary.
 - 1.1. **Web Services:** Our Web Services are designed to enable you to easily establish a presence on the Internet. Our Web Hosting and Design is composed of our Web Hosting and Design Publishing Component and other miscellaneous components. These components may be used independently or in conjunction with each other.
 - 1.2. **Utility Billing On-Line:** Our Utility Billing On-Line Component allows you to make available certain information from your utility billing system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: Consumption information, service level information, requests for service, accounting information and the opportunity to pay their Utility Bill over the Internet using a credit card.
 - 1.3. **Court On-Line:** Our Court On-Line Component provides the ability for municipal court fines to be paid by credit card via the Internet. This system interfaces seamlessly with our INCODE Municipal Court System.
 - 1.4. **On-Line Records Search:** Our On-Line Records Search Component allows you to display citations and/or docket information. The website can be available for public view or locked down to secured access only. This system interfaces seamlessly with our INCODE Municipal Court System.
 - 1.5. **Building Projects On-Line:** Our Building Projects On-Line Component allows you to make available certain information from your building projects system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: Building project status, inspection results, inspection scheduling and the opportunity to pay their building projects over the Internet using a credit card.
 - 1.6. **Business License On-Line:** Our Business License On-Line Component allows you to make available certain information from your business license system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: business license status, business license renewal and the opportunity to pay their business license over the Internet using a credit card.
 - 1.7. **Accounts Receivable On-Line:** Our Accounts Receivable On-Line Component allows you to make available certain information from your accounts receivable system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With

the proper security clearance, citizens with Internet access have access to the data which can include: current balance, contract status, and the opportunity to pay the accounts receivable over the Internet using a credit card.

- 1.8. *Call Center On-Line*: Our Call Center On-Line Component allows you to make available certain information from your call center system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: current and past incidents, create a new incident and view status of incident.
- 1.9. *Property Tax On-Line*: Our Property Tax On-Line Component allows you to make available certain information from your Property Tax System to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: parcel number, receipt number, tax amount due, and the opportunity to pay the Property Tax over the Internet using a credit card.
2. Term. We will grant you access to the hosted applications provided you timely pay all associated fees. The term of your subscription will commence on the Effective Date and will be coterminous with the Agreement. Thereafter, the term will be automatically extended in separate one (1) year periods. Either party may cancel this subscription to the hosted applications upon sixty (60) days written notice to the other.
3. Nature of Website. We shall maintain a website for you, allowing a user to access relevant data provided by you. This data may include information from your Tyler Software system. This website will be capable of accepting payments via Secured Socket Layer (SSL) encryption and credit card or debit card charge.
4. Data Procurement. You must set up a merchant account with either: (i) any merchant of your choosing that is compatible and works with Tyler's "Bridgepay" gateway provider; or, (ii) any of the merchants contained on Tyler's list of compatible credit card merchant account providers, which list will be provided to you upon request. The merchant account must be set up to fund to your bank account. You are responsible for all fees and expenses of the merchant account. You must install and run Tyler Web Services to allow us to transfer the necessary data from your system to our servers on a real time basis. Certain information, such as payment information, must be conveyed to you. We will be responsible for transferring such information to you on a regular basis. Tyler Web Services requires a dedicated IP address; assignment of this address is your responsibility. While we assume responsibility for data transfer, we are not responsible for accuracy of data transferred.
5. Limited License. Your license to use the hosted applications will automatically terminate upon cancellation of this subscription, or upon your failure to timely pay fees or otherwise comply with these terms and conditions.
6. Ownership of Data. All data you provide to us for the purposes of generating the website shall remain your property. Should you terminate your subscription, we shall return to you any such data in our possession.
7. Fees. You agree to pay the initial fee and annual subscription fees as stated in the Investment Summary and in accordance with our Invoicing and Payment Policy. We may increase the per-transaction for online payments no more than once per year with sixty (60) days' prior written notice to Client.



EXHIBIT "E"
Statement of Work

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Statement of Work

Tyler Technologies

Prepared for:

City of McKinney
Rosanne Lemus
1550 D South College St, McKinney, TX 75070

Prepared by:

Lee Midkiff
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Table of Contents

1	EXECUTIVE SUMMARY	38
1.1	PROJECT OVERVIEW	38
1.2	PRODUCT SUMMARY	38
1.3	PROJECT TIMELINE	38
1.4	PROJECT METHODOLOGY OVERVIEW	38
2	PROJECT GOVERNANCE.....	39
2.1	CLIENT GOVERNANCE	39
2.1.1	<i>Client Project Manager</i>	<i>39</i>
2.1.2	<i>Steering Committee.....</i>	<i>39</i>
2.1.3	<i>Executive Sponsor(s).....</i>	<i>40</i>
2.2	TYLER GOVERNANCE.....	40
2.2.1	<i>Tyler Project Manager.....</i>	<i>40</i>
2.2.2	<i>Tyler Implementation Management</i>	<i>40</i>
2.2.3	<i>Tyler Executive Management.....</i>	<i>40</i>
2.3	ACCEPTANCE AND ACKNOWLEDGMENT PROCESS	40
3	OVERALL PROJECT ASSUMPTIONS.....	42
3.1	PROJECT, RESOURCES AND SCHEDULING	42
3.2	DATA CONVERSION	42
3.3	DATA EXCHANGES, MODIFICATIONS, FORMS AND REPORTS	43
3.4	HARDWARE AND SOFTWARE	43
3.5	ENVIRONMENTS AND DATABASES	44
3.6	EDUCATION.....	44
3.7	ASSUMPTION MITIGATION	44
4	IMPLEMENTATION STAGES	45
4.1	WORK BREAKDOWN STRUCTURE (WBS)	45
4.2	INITIATE & PLAN (STAGE 1)	47
4.2.1	<i>Tyler Internal Coordination & Planning.....</i>	<i>47</i>
4.2.2	<i>System Infrastructure Planning.....</i>	<i>48</i>
4.2.3	<i>Project/Phase Planning</i>	<i>49</i>
4.2.4	<i>Project Schedule</i>	<i>50</i>
4.2.5	<i>Stakeholder Presentation</i>	<i>51</i>
4.2.6	<i>Control Point 1: Initiate & Plan Stage Acceptance</i>	<i>52</i>
4.3	ASSESS & DEFINE (STAGE 2)	53
4.3.1	<i>Fundamentals Review</i>	<i>53</i>

4.3.2	Current/Future State Analysis	54
4.3.3	Data Conversion Planning & Mapping	55
4.3.4	Standard 3rd Party Data Exchange Planning	56
4.3.5	Customization Analysis & Specification, if contracted	57
4.3.6	Forms & Reports Planning.....	58
4.3.7	System Deployment.....	59
4.3.8	Control Point 2: Assess & Define Stage Acceptance.....	60
4.4	BUILD & VALIDATE (STAGE 3)	61
4.4.1	Configuration & Power User Training	61
4.4.2	Data Conversion & Validation	62
4.4.3	Standard 3rd Party Data Exchange Validation.....	63
4.4.4	Customization Delivery & Validation, if contracted	64
4.4.5	Forms & Reports Validation	65
4.4.6	Control Point 3: Build & Validate Stage Acceptance	66
4.5	FINAL TESTING & TRAINING (STAGE 4)	67
4.5.1	Cutover Planning	67
4.5.2	User Acceptance Testing (UAT)	68
4.5.3	End User Training	69
4.5.4	Control Point 4: Final Testing & Training Stage Acceptance	70
4.6	PRODUCTION CUTOVER (STAGE 5).....	71
4.6.1	Final Data Conversion, if applicable	71
4.6.2	Production Processing & Assistance.....	72
4.6.3	Transition to Tyler Support.....	73
4.6.4	Schedule Post-Production Services, if applicable	74
4.6.5	Control Point 5: Production Cutover Stage Acceptance	75
4.7	PHASE/PROJECT CLOSURE (STAGE 6)	76
4.7.1	Close Phase/Project.....	76
4.7.2	Control Point 6: Phase/Project Closure Stage Acceptance	77
5	ROLES AND RESPONSIBILITIES	78
5.1	TYLER ROLES AND RESPONSIBILITIES	78
5.1.1	Tyler Executive Management.....	78
5.1.2	Tyler Implementation Management	78
5.1.3	Tyler Project Manager.....	78
5.1.4	Tyler Implementation Consultant.....	79
5.1.5	Tyler Sales.....	80
5.1.6	Tyler Software Support.....	80
5.1.7	Tyler Data Conversion Experts.....	80
5.1.8	Tyler SaaS Technicians.....	80
5.2	MUNICIPAL COURT ROLES AND RESPONSIBILITIES.....	80
5.2.1	Municipal Court Executive Sponsor	81
5.2.2	Municipal Court Steering Committee	81

5.2.3	<i>Municipal Court Project Manager</i>	81
5.2.4	<i>Municipal Court Functional Leads</i>	82
5.2.5	<i>Municipal Court Power Users</i>	83
5.2.6	<i>Municipal Court End Users</i>	83
5.2.7	<i>Municipal Court Technical Support</i>	83
5.2.8	<i>Municipal Court Upgrade Coordinator</i>	84
5.2.9	<i>Municipal Court project Toolset Coordinator</i>	84
5.2.10	<i>Municipal Court Change Management Lead</i>	84
6	GLOSSARY	85
7	TCM CONVERSION SUMMARY	88
7.1	TCM – STANDARD	88
8	INCODE 10 CONVERSION SUMMARY	89
8.1	COURT CASE MANAGEMENT - STANDARD	89

1 Executive Summary

1.1 Project Overview

The Statement of Work (SOW) documents the Project Scope, methodology, roles and responsibilities, implementation Stages, and deliverables for the implementation of Tyler products.

The Project goals are to offer City of McKinney the opportunity to make the Municipal Court more accessible and responsive to external and internal customer needs and more efficient in its operations through:

- Streamlining, automating, and integrating business processes and practices
- Providing tools to produce and access information in a real-time environment
- Enabling and empowering users to become more efficient, productive and responsive
- Successfully overcoming current challenges and meeting future goals

1.2 Product Summary

Below, is a summary of the products included in this Project, as well as reference to the Municipal Court's functional area utilizing the Tyler product(s). Refer to the Implementation Stages section of this SOW for information containing detailed service components.

[PRODUCT]	[APPLICATION]
Incode	Court
Tyler Content Manager	Document Management

1.3 Project Timeline

The Project Timeline establishes a start and end date for each Phase of the Project. Developed during the Initiate & Plan Stage and revised as mutually agreed to, if needed, the timeline accounts for resource availability, business goals, size and complexity of the Project, and task duration requirements.

1.4 Project Methodology Overview

Tyler bases its implementation methodology on the Project Management Institute's (PMI) Process Groups (Initiating, Planning, Executing, Monitoring & Controlling, and Closing). Using this model, Tyler developed a 6-stage process specifically designed to focus on critical project success measurement factors.

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

2 Project Governance

The purpose of this section is to define the resources required to adequately establish the business needs, objectives, and priorities for the Project; communicate the goals to other project participants; and provide support and guidance to accomplish these goals. Project governance also defines the structure for issue escalation and resolution, Change Control review and authority, and organizational Change Management activities.

The preliminary governance structure establishes a clear escalation path when issues and risks require escalation above the Project Manager level. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

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

2.1 Client Governance

Depending on the Municipal Court's organizational structure and size, the following governance roles may be filled by one or more people:

2.1.1 Client Project Manager

The Municipal Court's Project Manager(s) coordinate project team members, subject matter experts, and the overall implementation schedule and serves as the primary point of contact with Tyler. The Municipal Court Project Manager(s) will be responsible for reporting to the Municipal Court steering committee and determining appropriate escalation points.

2.1.2 Steering Committee

The Municipal Court steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation of the Project's value throughout the organization. Oversees the Municipal Court Project Manager(s) and the Project as a whole and through participation in regular internal meetings, the Municipal Court steering committee remains updated on all project progress, project decisions, and achievement of project milestones. The Municipal Court steering committee also provides support to the Municipal Court Project Manager(s) by communicating the importance of the Project to all impacted departments. The Municipal Court steering committee is responsible for ensuring the Project has appropriate resources, provides strategic direction to the project team, for making timely decisions on critical project issues or policy decisions. The Municipal Court steering committee also serves as primary level of issue resolution for the Project.

2.1.3 Executive Sponsor(s)

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

2.2 Tyler Governance

2.2.1 Tyler Project Manager

The Tyler Project Manager(s) have direct involvement with the Project and coordinates Tyler project team members, subject matter experts, the overall implementation schedule, and serves as the primary point of contact with the Municipal Court. As requested by the Municipal Court, the Tyler Project Manager(s) provide regular updates to the Municipal Court's steering committee and other Tyler governance members. Tyler shall use commercially reasonable efforts to utilize a single Tyler Project Manager for the implementation project contemplated by the parties as of the Effective Date. Tyler may assign another Tyler Project Manager to this implementation project if, due to circumstances beyond Tyler's reasonable control (e.g., illness or termination of employment with Tyler), the original Tyler Project Manager does not remain on the Client's implementation project contemplated by the parties as of the Effective Date.

2.2.2 Tyler Implementation Management

Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. Tyler Project Manager(s) consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager(s) or with the Municipal Court management, as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level. The name(s) and contact information for this resource will be provided and available to the project team.

2.2.3 Tyler Executive Management

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the project team and collaborates with other Tyler department managers, as needed, in order to escalate and facilitate implementation project tasks and decisions. The name(s) and contact information for this resource will be provided and available to the project team.

2.3 Acceptance and Acknowledgment Process

All Deliverables and Control Points must be accepted or acknowledged following the process below. Acceptance requires a formal sign-off while acknowledgement may be provided without formal sign-off at the time of delivery. The following process will be used for accepting or acknowledging Deliverables and Control Points:

- The Municipal Court shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept or acknowledge each Deliverable or Control Point. If the Municipal Court does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the Municipal Court does not agree the particular Deliverable or Control Point meets requirements, the Municipal Court shall notify Tyler Project Manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The Municipal Court shall then have fifteen (15) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the Municipal Court does not provide acceptance or acknowledgement within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

3 Overall Project Assumptions

3.1 Project, Resources and Scheduling

- Project activities will begin, as mutually agreed to, after the Agreement has been fully executed.
- The Municipal Court has the ability allocate additional internal resources if needed.
- The Municipal Court also ensures the alignment of their budget and Scope expectations.
- The Municipal Court and Tyler ensure that the assigned resources are available, they buy-into the change process, and they possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, buy-in, and knowledge.
- Abbreviated timelines and overlapped Phases can result in project delays if there are not sufficient resources assigned to complete all required work as scheduled.
- Changes to Project Plan, availability of resources or changes in Scope may result in schedule delays, which may result in additional charges to the Project. Any changes in to the Project Plan requested by Client may result in additional costs. Any changes to the Project Plan caused by Tyler will not result in any additional costs to the Client.
- Tyler provides a written agenda and notice of any prerequisites to the Municipal Court Project Manager(s) ten (10) business days prior to any scheduled on site or remote sessions.
- Tyler provides notice of any prerequisites to the Municipal Court Project Manager(s) a minimum of ten (10) business days prior to any key deliverable due dates.
- Municipal Court users complete prerequisites prior to applicable scheduled activities.
- Tyler provides guidance for configuration and processing options available within the Tyler software. The Municipal Court is responsible for making decisions based on the options available.
- In the event the Municipal Court may elect to add and/or modify current business policies during the course of this Project, such policy changes are solely the Municipal Court's responsibility to define, document, and implement.
- The Municipal Court makes timely Project related decisions in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Decisions left unmade may affect the schedule, as each analysis and implementation session builds on the decisions made in prior sessions.
- Tyler considers additional services out of Scope and requires additional time and costs be requested via Change Request approved through the Change Control process.
- The Municipal Court will respond to information requests in a comprehensive and timely manner, in accordance with the Project Plan.

3.2 Data Conversion

The Municipal Court will provide file layouts associated with data extract(s)

The approved file layout, unless otherwise agreed to, is a fixed length ASCII file layout for each data extract

The Municipal Court understands the Legacy System data extract(s) must be provided to Tyler in the same format each time unless changes are mutually agreed upon in advance

The Municipal Court is solely responsible to ensure all required data is extracted and provided to Tyler for accurate and complete data population in the Tyler database

The Municipal Court understands each Legacy System data extract submitted for conversion includes all associated records in a single file

The Municipal Court will utilize a single standard file layout for records containing similar data elements. This allows Tyler to use one set of scripts to move Legacy data into the Tyler database
The Municipal Court agrees to produce the needed data extract(s) from the static Legacy System database to Tyler on the specified due date(s)

At the time the Legacy System data extract(s) are created, the Municipal Court will either freeze the Legacy System database containing the extracted data or produce reports and detail screen captures using the extracted data to reconcile the converted data within the Tyler solution

The Municipal Court agrees to provide resources with in-depth knowledge of the Legacy solutions data and data structure to work collaboratively with Tyler resources to drive the mapping of the data to the Tyler solution(s)

The Municipal Court will grant Tyler access to the Legacy System to assist with understanding data relationships to improve the accuracy and quality of the converted data

Tyler will create one set of scripts to move Legacy System data of similar characteristics to the Tyler database

The Municipal Court agrees to provide resources with in-depth knowledge of the Legacy solutions' data to validate the data once populated within the Tyler database

Tyler will perform an initial data validation, but it is the responsibility of the Municipal Court to ensure the quality and accuracy of the data loaded to the Tyler database

The Municipal Court and Tyler will work in an iterative process to validate data, correct data, validate, etc. until the data is reasonably sound

The Municipal Court may need to correct data scenarios in the Legacy System prior to the final data extract(s) being created

During Production Cutover, the Municipal Court may need to manually add or adjust data after data has been loaded into the production database as mutually agreed to prior to the load

3.3 Data Exchanges, Modifications, Forms and Reports

- The Municipal Court ensures the 3rd party data received conforms to a Tyler standard format.
- The 3rd party possesses the knowledge of how to program their portion of the interaction and understands how to manipulate the data received.
- Client is on a supported, compatible version of the 3rd party software or Tyler Standard Data Exchange tools may not be available.
- The Municipal Court is willing to make reasonable business process changes rather than expecting the product to conform to every aspect of their current system/process.
- Any Modification requests not expressly stated in the contract are out of Scope. Modifications requested after contract signing have the potential to change cost, Scope, schedule, and production dates for project Phases. Modification requests not in Scope must follow the Project Change Control process.
- The Municipal Court testing environment contains the Tyler software version required for delivery of the Modification prior to the scheduled delivery date for testing
- The Municipal Court is responsible for verifying the performance of the Modification as defined by the specification

3.4 Hardware and Software

- Tyler will initially install the most current generally available version of the purchased Tyler software.

- The Municipal Court will provide network access for Tyler modules, printers, and Internet access to all applicable Municipal Court and Tyler project staff.
- The Municipal Court has in place all hardware, software, and technical infrastructure necessary to support the Project.
- The Municipal Court's system hardware and software meet Tyler standards to ensure sufficient speed and operability of Tyler software. Tyler will not support use of software if the Municipal Court does not meet minimum standards of Tyler's published specifications.

3.5 Environments and Databases

- Tyler will establish two (2) software datasets for the Project. The datasets will be designated for use either in production or training/testing.

3.6 Education

- Throughout the Project lifecycle, the Municipal Court provides a training room for Tyler staff to transfer knowledge to the Municipal Court's resources, for both onsite and remote sessions. The Municipal Court will provide staff with a location to practice what they have learned without distraction. If Phases overlap, the Municipal Court will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The training room is set up in a classroom setting. The Municipal Court determines the number of workstations in the room. Tyler recommends every person attending a scheduled session with a Tyler Consultant or Trainer have their own workstation. However, Tyler requires there be no more than two (2) people at a given workstation.
- The Municipal Court provides a workstation which connects to the Tyler system for the Tyler trainer conducting the session. The computer connects to a Municipal Court provided projector, allowing all attendees the ability to actively engage in the training session.
- Users performing User Acceptance Testing (UAT) have attended all applicable training sessions prior to performing UAT.

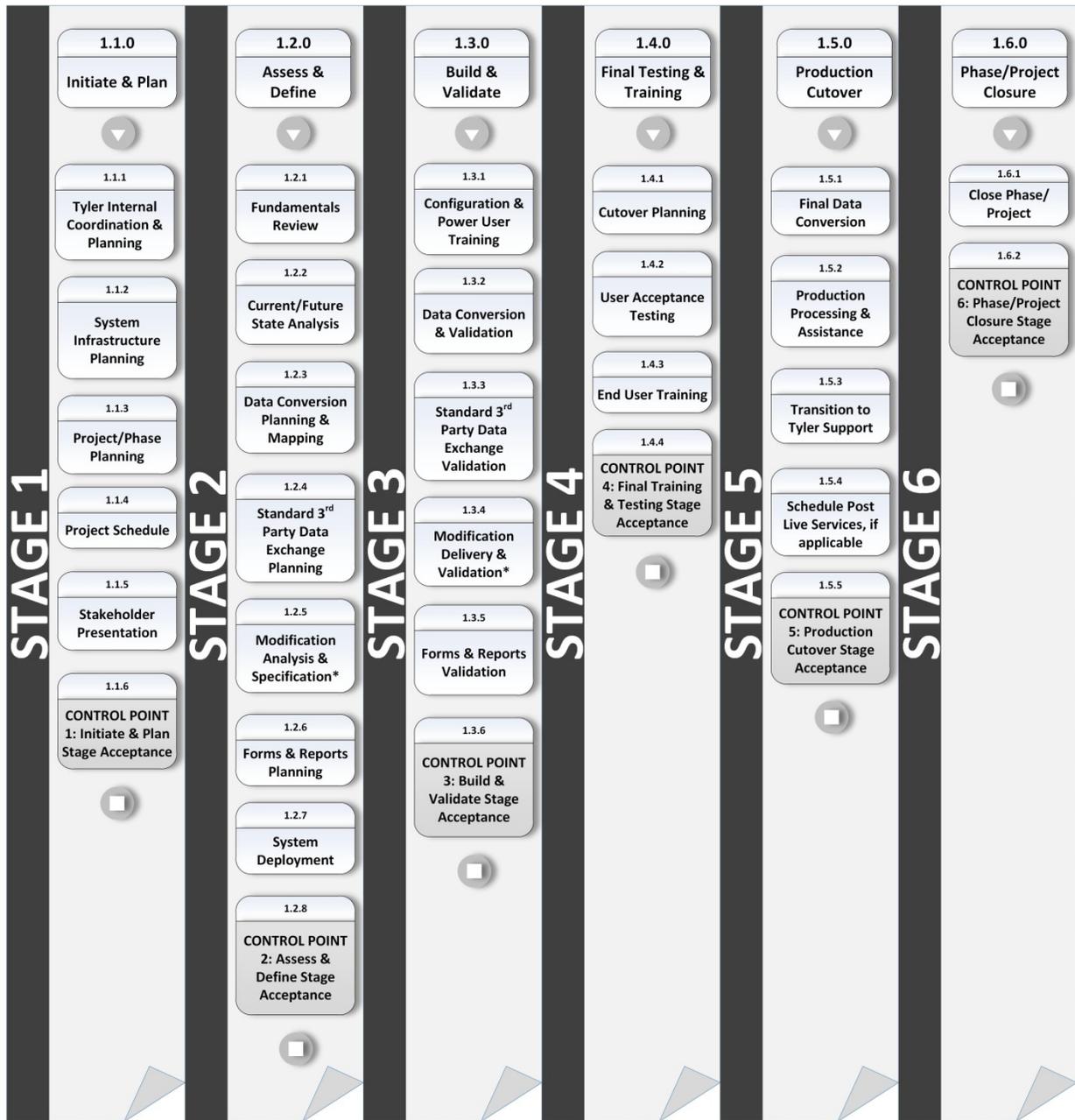
3.7 Assumption Mitigation

- In the event that any assumptions are not met or prove to be invalid the parties agree to work in good faith to mitigate any resulting issues

4 Implementation Stages

4.1 Work Breakdown Structure (WBS)

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top level components are called “Stages” and the second level components are called “work packages.” The work packages, shown below each Stage, contain the high-level work to be done. The detailed Project Plan, developed during Initiate & Plan and finalized during Assess & Define, will list the tasks to be completed within each work package. Each Stage ends with a “Control Point”, confirming the work performed during that Stage of the Project.



* - If included in project scope

4.2 Initiate & Plan (Stage 1)

The Initiate & Plan Stage creates a foundation for the Project through identification of Municipal Court and Tyler Project management teams, development of implementation management plans, and the provision and discussion of system infrastructure requirements. Municipal Court participation in gathering information is critical. Tyler Project management teams present initial plans to stakeholder teams at Stage end.

4.2.1 Tyler Internal Coordination & Planning

Prior to Project commencement, Tyler management staff assigns Project Manager(s). Tyler provides the Municipal Court with initial Project documents used in gathering basic information, which aids in preliminary planning and scheduling. Municipal Court participation in gathering requested information by provided deadlines ensures the Project moves forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with Sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the Municipal Court’s team. During this step, Tyler will work with the Client to establish the date(s) for the Project/Phase Planning session.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Tyler Internal Coordination & Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Assign Tyler Project Manager	A	R	I						I			I								
Provide initial Project documents to Client	A	I	R						C			I								
Sales to Implementation knowledge transfer	A	I	R						C											
Internal planning and phase coordination		A	R					C												

4.2.2 System Infrastructure Planning

The Municipal Court provides, purchases or acquires hardware according to hardware specifications provided by Tyler and ensures it is available at the Municipal Court’s site. The Municipal Court completes the system infrastructure audit, ensuring vital system infrastructure information is available to the Tyler implementation team, and verifies all hardware compatibility with Tyler solutions.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	System Infrastructure Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide system hardware specifications			I					R	A			I							C	
Make hardware available for Installation			I					C				A							R	
Install system hardware, if applicable			I					C				A							R	
Complete system infrastructure audit			I					C				A							R	

4.2.3 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify Applications to implement in each Phase (if applicable), and discuss implementation timeframes. The Tyler Project Manager(s) deliver an Implementation Management Plan, which is mutually agreeable by Municipal Court and Tyler.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Project/Phase Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Perform Project/Phase Planning		A	R								I	C	C			I				
Deliver implementation management plan		A	R									C	C	I						

4.2.4 Project Schedule

Client and Tyler will mutually develop an initial Project schedule. The initial schedule includes, at minimum, enough detail to begin Project activities while the detailed Project Plan/schedule is being developed and refined.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Project Schedule																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop initial Project schedule		A	R	I								C	I	I						
Deliver Project Plan and schedule for Project Phase		A	R	I						I	I	C	C	I	I	I				
Client reviews Project Plan & initial schedule			C							I	A	R	C	C		C				
Client approves Project Plan & initial schedule			I							I	A	R	C	C	I	I		I	I	I

4.2.5 Stakeholder Presentation

Municipal Court stakeholders join Tyler Project Management to communicate successful Project criteria, Project goals, Deliverables, a high-level milestone schedule, and roles and responsibilities of Project participants.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Stakeholder Presentation																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Present overview of Project Deliverables, project schedule and roles and responsibilities		A	R	I					I	I	I	C	I	I	I			I	I	
Communicate successful Project criteria and goals			I							R	C	A	C	I	I	C	I	I		

4.2.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below. Advancement to the Assess & Define Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.2.6.1 Initiate & Plan Stage Deliverables

Implementation Management Plan

- Objective: Update and deliver baseline management plans to reflect the approach to the Municipal Court's Project.
- Scope: The Implementation Management addresses how communication, quality control, risks/issues, resources and schedules, and Software Upgrades (if applicable) will be managed throughout the lifecycle of the Project.
- Acceptance criteria: Municipal Court reviews and acknowledges Implementation Management Plan

Project Plan/Schedule

- Objective: Provide a comprehensive list of tasks, timelines and assignments related to the Deliverables of the Project.
- Scope: Task list, assignments and due dates
- Acceptance criteria: Municipal Court acceptance of schedule based on Municipal Court resource availability and Project budget and goals.

4.2.6.2 Initiate & Plan Stage Acceptance Criteria

Hardware Installed

System infrastructure audit complete and verified

Implementation Management Plan delivered

Project Plan/Schedule delivered; dates confirmed

Stakeholder Presentation complete

4.3 Assess & Define (Stage 2)

The primary objective of Assess & Define is to gather information about current Municipal Court business processes and translate the material into future business processes using Tyler Applications. Tyler uses a variety of methods for obtaining the information, all requiring Municipal Court collaboration. The Municipal Court shall provide complete and accurate information to Tyler staff for analysis and understanding of current workflows and business processes.

4.3.1 Fundamentals Review

Fundamentals Review provides functional leads and Power Users an overall understanding of software capabilities prior to beginning current and future state analysis. The primary goal is to provide a basic understanding of system functionality, which provides a foundation for upcoming conversations regarding future state processing. Tyler utilizes a variety of methods for completing fundamentals training including the use of eLearning, videos, documentation, and walkthroughs.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Assess & Define																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Schedule fundamentals review & provide fundamentals materials & prerequisites, if applicable		A	R	I								C	I		I				I	
Complete fundamentals materials review and prerequisites			I									A	R		I				C	
Ensure all scheduled attendees are present			I	I							A	R	C		I					
Facilitate fundamentals review			A	R								I	I		I					

4.3.2 Current/Future State Analysis

Municipal Court and Tyler evaluate current state processes, options within the new software, pros and cons of each option based on current or desired state and make decisions about future state configuration and processing.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Current/Future State Analysis																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide Current/Future State analysis materials to the Municipal Court, as applicable		A	R	I								C	I		I					
Conduct Current & Future State analysis			A	R								I	C	I	C					
Provide pros and cons of Tyler software options			A	R								I	C	I	C					
Make Future State Decisions according to due date in the Project Plan			I	I							C	A	R	I	C	I				
Record Future State decisions			A	R								I	C	I	C					

4.3.3 Data Conversion Planning & Mapping

This entails the activities performed to prepare to convert data from the Municipal Court’s Legacy System Applications to the Tyler system. Tyler staff and the Municipal Court work together to complete Data Mapping for each piece of data (as outlined in the Agreement) from the Legacy System to a location in the Tyler system.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Data Conversion Planning & Mapping																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review contracted data conversion(s) options			A	R	I							C	C		C			C		
Map data from Legacy System to Tyler system			I	C	I							A	C		C			R		
Pull conversion data extract			I		I							A	C		C			R		
Run balancing Reports for data pulled and provide to Tyler			I		I							A	C		R			I		
Review and approve initial data extract		A	I	C	R							I						I		
Correct issues with data extract, if needed			I	C	C							A	C		C			R		

4.3.4 Standard 3rd Party Data Exchange Planning

Standard Data Exchange tools are available to allow clients to get data in and out of the Tyler system with external systems. Data exchange tools can take the form of Imports and Exports, and Interfaces.

A Standard Interface is a real-time or automated exchange of data between two systems. This could be done programmatically or through an API. It is Tyler’s responsibility to ensure the Tyler programs operate correctly. It is the Municipal Court’s responsibility to ensure the third party program operates or accesses the data correctly.

The Municipal Court and Tyler Project Manager(s) will work together to define/confirm which Data Exchanges are needed (if not outlined in the Agreement). Tyler will provide a file layout for each Standard Data Exchange.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Standard 3 rd Party Data Exchange Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review Standard or contracted Data Exchanges			A	R								C	I		I			C		
Define or confirm needed Data Exchanges			I	C								A	C		C			R		

4.3.5 Customization Analysis & Specification, if contracted

Tyler staff conducts additional analysis and develops specifications based on information discovered during this Stage. The Municipal Court reviews the specifications and confirms they meet Municipal Court’s needs prior to acceptance. Out of Scope items or changes to specifications after acceptance may require a Change Request.

Tyler’s intention is to minimize Customizations by using Standard functionality within the Application, which may require a Municipal Court business process change. It is the responsibility of the Municipal Court to detail all of their needs during the Assess and Define Stage. Tyler will write up specifications (for Municipal Court approval) for contracted program Customizations. Upon approval, Tyler will make the agreed upon Customizations to the respective program(s). Once the Customizations have been delivered, the Municipal Court will test and approve those changes during the Build and Validate Stage.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Customization Analysis & Specification, if contracted																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Analyze contracted custom program requirements			A	C			R					C	C	I	C			C		
Develop specification document(s)	A		I	C			R					I	I		I			I		
Review specification document(s); provide changes to Tyler, if applicable			I	C			C					A	R	I	C			C		
Sign-off on specification document(s) and authorize work			I				I				A	R	C	I	I			C		

4.3.6 Forms & Reports Planning

Municipal Court and Tyler Project Manager(s) review Forms and Reporting needs. Items that may be included in the Agreement are either Standard Forms and Reports or known/included Customization(s). Items not included in the Agreement could be either Municipal Court-developed Reports or a newly discovered Customization that will require a Change Request.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Forms & Reports Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review required Forms output			A	R									C	I	C					
Review and complete Forms options and submit to Tyler			I			I						A	R		C					
Review in Scope Reports			A	R								I	C		C					
Identify additional Report needs			I	C								A	R		C					
Add applicable tasks to Project schedule	A	R	I		C							C	I		I			I		

4.3.7 System Deployment

The Tyler Technical Services team installs Tyler Applications on the server (hosted or client-based) and ensures the platform operates as expected.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	System Deployment																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Install contracted software on server	A		I					R				I							C	
Ensure platform operates as expected	A		I					R				I							C	

4.3.8 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below. Advancement to the Build & Validate Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.3.8.1 Assess & Define Stage Deliverables

Completed analysis Questionnaire

- Objective: Gather and document information related to Municipal Court business processes for current/future state analysis as it relates to Tyler approach/solution.
- Scope: Provide comprehensive answers to all questions on Questionnaire(s).
- Acceptance criteria: Municipal Court acceptance of completed Questionnaire based on thoroughness of capturing all Municipal Court business practices to be achieved through Tyler solution.

Data conversion summary and specification documents

- Objective: Define data conversion approach and strategy
- Scope: Data conversion approach defined, data extract strategy, conversion and reconciliation strategy.
- Acceptance criteria: Data conversion document(s) delivered to the Municipal Court, reflecting complete and accurate conversion decisions.

Customization specification documents, if contracted

- Objective: Provide comprehensive outline of identified gaps, and how the custom program meets the Municipal Court's needs
- Scope: Design solution for Customization
- Acceptance criteria: Municipal Court accepts Custom Specification Document(s) and agrees that the proposed solution meets their requirements

Completed Forms options and/or packages

- Objective: Provide specifications for each Municipal Court in Scope form, Report and output requirements
- Scope: Complete Forms package(s) included in agreement and identify Reporting needs.
- Acceptance criteria: Identify Forms choices and receive supporting documentation

Installation checklist

- Objective: Installation of purchased Tyler software
- Scope: Tyler will conduct an initial coordination call, perform an installation of the software included in the Agreement, conduct follow up to ensure all tasks are complete, and complete server system administration training, unless the Municipal Court is hosted.
- Acceptance criteria: Tyler software is successfully installed and available to authorized users, Municipal Court team members are trained on applicable system administration tasks.

4.3.8.2 Assess & Define Stage Acceptance Criteria

Tyler software is installed

Fundamentals review is complete

Required Form information complete and provided to Tyler

Current/Future state analysis completed; Questionnaires delivered and reviewed

Data conversion mapping and extractions completed and provided to Tyler

4.4 Build & Validate (Stage 3)

The objective of the Build & Validate Stage is to prepare the software for use in accordance with the Municipal Court’s needs identified during the Assess and Define Stage, preparing the Municipal Court for Final Testing and Training.

4.4.1 Configuration & Power User Training

Tyler staff collaborates with the Municipal Court to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. Tyler staff will train the Municipal Court Power Users to prepare them for the Validation of the software. The Municipal Court collaborates with Tyler staff iteratively to Validate software configuration.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Build & Validate																				
	TYLER								CLIENT												
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator	
Perform configuration			A	R								I	R		I						
Power User process and Validation training			A	R								I	C	I	C					I	
Validate configuration			I	C								A	C		R				C		

4.4.2 Data Conversion & Validation

Tyler completes an initial review of the converted data for errors. With assistance from the Municipal Court, the Tyler Data Conversion Team addresses items within the conversion program to provide the most efficient data conversion possible. With guidance from Tyler, the Municipal Court reviews specific data elements within the system and identifies and Reports discrepancies in writing. Iteratively, Tyler collaborates with the Municipal Court to address conversion discrepancies prior to acceptance.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Data Conversion & Validation																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Write and run data conversion program against Client data		A	I	C	R														C	
Complete initial review of data errors		A	I	C	R							I	I						C	
Review data conversion and submit needed corrections			I	C	I							A	C		R				C	
Revise conversion program(s) to correct error(s)		A	I	C	R							I	I		C				C	

4.4.3 Standard 3rd Party Data Exchange Validation

Tyler provides training on Data Exchange(s) and the Municipal Court tests each Data Exchange.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Standard 3 rd Party Data Exchange Validation																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Train Data Exchange(s) processing in Tyler software			A	R								C	I	I	I			C	I	
Coordinate 3 rd Party Data Exchange activities			I	I								A	C		C			R		
Test all Standard 3 rd party Data Exchange(s)			I	C								A	C	I	R			C		

4.4.4 Customization Delivery & Validation, if contracted

Tyler delivers in Scope Customization(s) to the Municipal Court for preliminary testing. Final acceptance will occur during the Final Testing and Training Stage.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 3	Customization Delivery & Validation, if contracted																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop and deliver contracted custom program(s)		A	I	C	I		R					I	C	I	C			I		C
Test contracted custom program(s) in isolated database			I	C			C					A	C		R			C		
Report discrepancies between specification and delivered contracted custom program(s)			I	I			I					A	R		C			C		
Make corrections to contracted custom program(s) as required		A	I	C	I		R					I	C		C			I		

4.4.5 Forms & Reports Validation

Tyler provides training on Standard Forms/Reports and the Municipal Court tests each Standard Form/Report.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 3	Forms & Reports Validation																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Standard Forms & Report Training			A	R								I	C		C			I		
Test Standard Forms & Reports			I	C		C						A	C		R			C		

4.4.6 Control Point 3: Build & Validate Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Final Testing & Training Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.4.6.1 Build & Validate Stage Deliverables

Initial data conversion

- Objective: Convert Legacy System data into Tyler system
- Scope: Data conversion program complete; deliver converted data for review
- Acceptance criteria: Initial error log available for review

Data conversion verification document

- Objective: Provide instructions to the Municipal Court to verify converted data for accuracy
- Scope: Provide self-guided instructions to verify specific data components in Tyler system
- Acceptance criteria: Municipal Court accepts data conversion delivery; Municipal Court completes data issues log

Installation of Customizations on the Municipal Court's server(s) *except for hosted Clients

- Objective: Deliver Customization(s) in Tyler software
- Scope: Program for Customization is complete and available in Tyler software, Customization testing
- Acceptance criteria: Delivery of Customization(s) results in objectives described in the Municipal Court-signed specification.

Standard Forms & Reports Delivered

- Objective: Provide Standard Forms & Reports for review
- Scope: Installation of all Standard Forms & Reports included in the Agreement
- Acceptance criteria: Standard Forms & Reports available in Tyler software for testing in Stage 4

4.4.6.2 Build & Validate Stage Acceptance Criteria

Application configuration completed

Standard Forms & Reports delivered and available for testing in Stage 4

Data conversions (except final pass) delivered

Standard 3rd party Data Exchange training provided

Customizations delivered and available for testing in Stage 4

The Municipal Court and Tyler have done a review of primary configuration areas to Validate completeness and readiness for testing and acceptance in Stage 4.

4.5 Final Testing & Training (Stage 4)

During Final Testing and Training, Tyler and the Municipal Court review the final Cutover plan. A critical Project success factor is the Municipal Court understanding the importance of Final Testing and Training and dedicating the resources required for testing and training efforts in order to ensure a successful Production Cutover.

4.5.1 Cutover Planning

Municipal Court and Tyler Project Manager(s) discuss final preparations and critical dates for Production Cutover. Tyler delivers a Production Cutover Checklist to outline Cutover tasks to help prepare the Municipal Court for success.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	Cutover Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Cutover Planning Session		A	R	C							I	C	C	C	C			C	C	
Develop Production Cutover Checklist		A	R	C						I	I	C	C	I	I			C		

4.5.2 User Acceptance Testing (UAT)

The Municipal Court performs User Acceptance Testing to verify software readiness for day-to-day business processing. Tyler provides a Test Plan for users to follow to ensure proper Validation of the system.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	User Acceptance Testing (UAT)																				
	TYLER								CLIENT												
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator	
Deliver Test Plan for User Acceptance Testing		A	R	C								I	I								
Perform User Acceptance Testing			I	C							A	R	C	C	C	I	I	C	I		
Accept custom program(s), if applicable			I	I			I				A	R	C	R	C		I	C			
Validate Report performance			I	C		C						A	C		R			C			

4.5.3 End User Training

End Users attend training sessions to learn how to utilize Tyler software. Training focuses primarily on day-to-day Municipal Court processes that will be delivered via group training, webinar, eLearnings and/or live training sessions.

Unless stated otherwise in the Agreement, Tyler provides one occurrence of each scheduled training or implementation topic with up to the maximum number of users as defined in the Agreement, or as otherwise mutually agreed. Municipal Court users who attended the Tyler sessions may train any Municipal Court users not able to attend the Tyler sessions or additional sessions may be contracted at the applicable rates for training.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	End User Training																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Conduct user training sessions			A	R								C	I		I	I		I	I	
Conduct additional End User training sessions			I								I	A	C	I	R	I	I	I	I	

4.5.4 Control Point 4: Final Testing & Training Stage Acceptance

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

4.5.4.1 Final Testing & Training Stage Deliverables

Production Cutover checklist

- Objective: Provide a detailed checklist outlining tasks necessary for production Cutover
- Scope: Dates for final conversion, date(s) to cease system processing in Legacy System, date(s) for first processing in Tyler system, contingency plan for processing
- Acceptance criteria: Definition of all pre-production tasks, assignment of owners and establishment of due dates

User Acceptance Test Plan

- Objective: Provide testing steps to guide users through testing business processes in Tyler software.
- Scope: Testing steps for Standard business processes.
- Acceptance criteria: Testing steps have been provided for Standard business processes.

4.5.4.2 Final Testing & Training Stage Acceptance Criteria

Production Cutover Checklist delivered and reviewed
Customization(s) tested and accepted, if applicable
Standard 3rd party Data Exchange programs tested and accepted
Standard Forms & Reports tested and accepted
User acceptance testing completed
End User training completed

4.6 Production Cutover (Stage 5)

Municipal Court and Tyler resources complete tasks as outlined in the Production Cutover Plan and the Municipal Court begins processing day-to-day business transactions in the Tyler software. Following production Cutover, the Municipal Court transitions to the Tyler support team for ongoing support of the Application.

4.6.1 Final Data Conversion, if applicable

The Municipal Court provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final data conversion. The Municipal Court may need to manually enter into the Tyler system any data added to the Legacy System after final data extract.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Final Data Conversion, if applicable																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide final data extract			C		I						I	A	C	I	I	I	I	R		
Provide final extract balancing Reports			I		I							A	C		R			I		
Convert and deliver final pass of data		A	I	I	R							I	I		I			C		
Validate final pass of data			I	C	C						I	A	C		R			C		
Load final conversion pass to Production environment			I		I						I	A	C	I	C			R		

4.6.2 Production Processing & Assistance

Tyler staff collaborates with the Municipal Court during Production Cutover activities. The Municipal Court transitions to Tyler software for day-to-day business processing.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 5	Production Processing & Assistance																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Production processing			C	C						I	I	A	R	R	R	R	R	R	I	I
Provide production assistance			A	R				C				I	C	C	C	C	C	C		

4.6.3 Transition to Tyler Support

Tyler Project Manager(s) introduce the Municipal Court to the Tyler Support team, who provides the Municipal Court with day-to-day assistance following Production Cutover.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 5	Transition to Tyler Support																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop internal support plan			I								A	R	C	C	C	C		C	C	C
Conduct transfer to Support meeting	A	I	C					R				C	C	C	C	I	I	C	I	I

4.6.4 Schedule Post-Production Services, if applicable

Tyler provides post-production services if included in the Agreement. Prior to scheduling services, the Tyler Project Manager(s) collaborate with Municipal Court Project Manager(s) to identify needs.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 5	Schedule Post-Production Services, if applicable																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Identify topics for post-production services			C	C								A	R	I	C				I	
Schedule services for post-production topics	A	R	I									C	C	I	C				I	

4.6.5 Control Point 5: Production Cutover Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Phase/Project Closure Stage is dependent upon Tyler's receipt of this Stage Acceptance.

4.6.5.1 Production Cutover Stage Deliverables

Final data conversion, if applicable

- Objective: Ensure (in Scope) Legacy System data is available in Tyler software in preparation for production processing.
- Scope: Final passes of all conversions completed in this Phase
- Acceptance criteria: Data is available in production environment

Support transition documents

- Objective: Define strategy for on-going Tyler support
- Scope: Define support strategy for day-to-day processing, conference call with Municipal Court Project Manager(s) and Tyler support team, define roles and responsibilities, define methods for contacting support
- Acceptance criteria: The Municipal Court receives tools to contact support and understands proper support procedures.

4.6.5.2 Production Cutover Stage Acceptance Criteria

Final data conversion(s) delivered

Processing is being done in Tyler production

Transition to Tyler support is completed

Post-live services have been scheduled, if applicable

4.7 Phase/Project Closure (Stage 6)

Project or Phase closure signifies full implementation of all products purchased and encompassed in the Phase or Project. The Municipal Court moves into the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Support).

4.7.1 Close Phase/Project

The Municipal Court and Tyler Project Manager(s) review the list of outstanding Project activities and develop a plan to address them. The Tyler Project Manager(s) review the Project budget and status of each contract Deliverable with the Municipal Court Project Manager(s) prior to closing the Phase or Project.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 6	Close Phase/Project																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review outstanding Project activities and develop action plan		A	R	C								C	C	I	C	I		C		
Review Project budget and status of contract Deliverables		A	R							I	I	C								

4.7.2 Control Point 6: Phase/Project Closure Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. This is the final acceptance for the Phase/Project.

4.7.2.1 Phase/Project Closure Stage Deliverables

Phase/Project reconciliation report

- Objective: Provide comparison of contract Scope and Project budget
- Scope: Contract Scope versus actual, analysis of services provided and remaining budget, identify any necessary Change Requests or Project activity.
- Acceptance criteria: Acceptance of services and budget analysis and plan for changes, if needed.

4.7.2.2 Phase/Project Closure Stage Acceptance Criteria

Outstanding Phase or Project activities have been documented and assigned
Phase/final Project budget has been reconciled
Tyler Deliverables for the Phase/Project are complete

5 Roles and Responsibilities

5.1 Tyler Roles and Responsibilities

Tyler assigns Project Manager(s) prior to the start of each Phase of the Project. The Project Manager(s) assign additional Tyler resources as the schedule develops and as needs arise. One person may fill multiple project roles.

5.1.1 Tyler Executive Management

- Provides clear direction for Tyler staff on executing on the project Deliverables to align with satisfying the Municipal Court's overall organizational strategy
- Authorizes required project resources
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process
- Offers additional support to the project team and is able to work with other Tyler department managers in order to escalate and facilitate implementation project tasks and decisions
- Acts as the counterpart to the Municipal Court's executive sponsor

5.1.2 Tyler Implementation Management

- Acts as the counterpart to the Municipal Court steering committee.
- Assigns initial Tyler project personnel
- Works to resolve all decisions and/or issues not resolved at the Project Management level as part of the escalation process
- Attends Municipal Court steering committee meetings as necessary
- Provides support for the project team
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources
- Monitors project progress including progress towards agreed upon goals and objectives

5.1.3 Tyler Project Manager

The Tyler Project Manager(s) provides oversight of the Project, coordination of resources between departments, management of the project budget and schedule, effective risk and issue management, and is the primary point of contact for all Project related items.

- **Contract Management**
 - Validates contract compliance throughout the Project
 - Ensures Deliverables meet contract requirements
 - Acts as primary point of contact for all contract and invoicing questions
 - Prepares and presents contract milestone sign-offs for acceptance by Municipal Court Project Manager(s)
 - Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance
- **Planning**
 - Update and deliver Implementation Management Plan
 - Defines project tasks and resource requirements

- Develops initial project schedule and full scale Project Plan
- Collaborates with Municipal Court Project Manager(s) to plan and schedule project timelines to achieve on-time implementation
- **Implementation Management**
 - Tightly manages Scope and budget of Project; establishes process and approval matrix with the Municipal Court to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently
 - Establishes and manages a schedule and resource plan that properly supports the Project Plan as a whole that is also in balance with Scope/budget
 - Establishes risk/issue tracking/reporting process between the Municipal Court and Tyler and takes all necessary steps to proactively mitigate these items or communicates with transparency to the Municipal Court any items that may impact the outcomes of the Project
 - Collaborates with the Municipal Court's Project Manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project
 - Sets a routine communication plan that will aide all project team members, of both the Municipal Court and Tyler, in understanding the goals, objectives, current status and health of the project
- **Team Management**
 - Acts as liaison between project team and Tyler manager(s)
 - Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing
 - Provides direction and support to project team
 - Builds partnerships among the various stakeholders, negotiating authority to move the Project forward
 - Manages the appropriate assignment and timely completion of tasks as defined in the Project Plan, task list, and Production Cutover checklist
 - Assesses team performance and adjusts as necessary
 - Interfaces closely with Tyler developers to coordinate program Modification activities
 - Coordinates with in Scope 3rd party providers to align activities with ongoing project tasks

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler Project Manager(s)
- Performs problem solving and troubleshooting
- Follows up on issues identified during sessions
- Documents activities for on site services performed by Tyler
- Provides conversion Validation and error resolution assistance
- Recommends guidance for testing Forms and Reports
- Tests software functionality with the Municipal Court following configuration
- Assists during Production Cutover process and provides production support until the Municipal Court transitions to Tyler Support
- Provides product related education
- Effectively facilitates training sessions and discussions with Municipal Court and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time
- Conducts training (configuration, process, conversion Validation) for Power Users and the Municipal Court's designated trainers for End Users

- Clearly documents homework tasks with specific due dates and owners, supporting and reconciling with the final Project Plan
- Keeps Tyler Project Manager(s) proactively apprised of any and all issues which may result in the need for additional training, change in schedule, change in process decisions, or which have the potential to adversely impact the success of the Project prior to taking action

5.1.5 Tyler Sales

- Provide sales background information to Implementation during project initiation
- Support Sales transition to Implementation
- Provide historical information, as needed, throughout implementation

5.1.6 Tyler Software Support

- Manages incoming client issues via phone, email, and online customer incident portal
- Documents and prioritizes issues in Tyler's Customer Relationship Management (CRM) system
- Provides issue analysis and general product guidance
- Tracks issues and tickets to timely and effective resolution
- Identifies options for resolving reported issues
- Reports and escalates defects to Tyler Development
- Communicates with the Municipal Court on the status and resolution of reported issues

5.1.7 Tyler Data Conversion Experts

- Validates customer data files are in proper format
- Develops customized conversion programs to convert Legacy System data into the Tyler database for production use according to defined mapping
- Provides error Reports on unsupported data conditions and the merging or normalization of data fields.
- Assists the Municipal Court with understanding and interpreting error Reports
- Performs changes and corrections to customized conversion programs as the Municipal Court discovers data anomalies and exception conditions

5.1.8 Tyler SaaS Technicians

Provides maintenance of hosted server hardware, operating system, and Software Upgrades

Provides IT-related services for server environment

Provides remote technical assistance and tracks issues

Provides systems management and disaster recovery services within hosting services.

Adds new Municipal Court users; SaaS determines user names incorporating a unique client identifier and user initials.

Performs Tyler Software Upgrades through coordination with the Municipal Court.

5.2 Municipal Court Roles and Responsibilities

Municipal Court resources will be assigned prior to the start of each Phase of the project. One person may be assigned to multiple project roles.

5.2.1 Municipal Court Executive Sponsor

Provides clear direction for the Project and how the Project applies to the organization's overall strategy

Champions the project at the executive level to secure buy-in

Authorizes required project resources

Resolves all decisions and/or issues not resolved at the Municipal Court steering committee level as part of the escalation process

Actively participates in organizational change communications

5.2.2 Municipal Court Steering Committee

Works to resolve all decisions and/or issues not resolved at the Project Manager level as part of the escalation process

Attends all scheduled steering committee meetings

Provides support for the project team

Assists with communicating key project messages throughout the organization

Prioritizes the project within the organization

Provides management support for the project to ensure it is staffed appropriately and staff have necessary resources

Monitors project progress including progress towards agreed upon goals and objectives

Has the authority to approve or deny changes impacting the following areas:

- Cost
- Scope
- Schedule
- project Goals
- Municipal Court Policies

5.2.3 Municipal Court Project Manager

The Municipal Court shall assign Project Manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to project Scope, scheduling, and task assignment, and communicates decisions and commitments to the Tyler Project Manager(s) in a timely and efficient manner. When the Municipal Court Project Manager(s) do not have the knowledge or authority to make decisions, he or she engages the correct resources from Municipal Court to participate in discussions and make decisions in a timely fashion to avoid project delays.

Contract Management

- Validates contract compliance throughout the project
- Ensures invoicing and Deliverables meet contract requirements
- Acts as primary point of contact for all contract and invoicing questions
- Signs off on contract milestone acknowledgment documents
- Collaborates on and approves Change Requests, if needed, to ensure proper Scope and budgetary compliance

Planning

- Review and acknowledge Implementation Management Plan
- Defines project tasks and resource requirements for County project team
- Collaborates in the development and approval of the initial Project Plan and Project Plan

- Collaborates with Tyler Project Manager(s) to plan and schedule project timelines to achieve on-time implementation

Implementation Management

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

Team Management

- Acts as liaison between project team and stakeholders
- Identifies and coordinates all Municipal Court resources across all modules, Phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices
- Provides direction and support to project team
- Builds partnerships among the various stakeholders, negotiating authority to move the project forward
- Manages the appropriate assignment and timely completion of tasks as defined in the project plan, task list, and production cutover checklist
- Assesses team performance and takes corrective action, if needed
- Provides guidance to Municipal Court technical teams to ensure appropriate response and collaboration with Tyler technical support teams to ensure timely response and appropriate resolution
- Coordinates in Scope 3rd party providers to align activities with ongoing project tasks

5.2.4 Municipal Court Functional Leads

Makes business process change decisions under time sensitive conditions

Communicates existing business processes and procedures to Tyler consultants

Assists in identifying business process changes that may require escalation

Attends and contributes business process expertise for current/future state analysis sessions

Identifies and includes additional subject matter experts to participate in current/future state analysis sessions

Provides business process change support during Power User and End User training

Completes performance tracking review with client project team on End User competency on trained topics

Provides Power and End Users with dedicated time to complete required homework tasks

Act as an ambassador/champion of change for the new process.

Identifies and communicates any additional training needs or scheduling conflicts to Municipal Court Project Manager

Prepares and Validates Forms

Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:

- Task completion
- Stakeholder Presentation
- Implementation Management Plan development
- Schedule development
- Maintenance and monitoring of risk register
- Escalation of issues
- Communication with Tyler project team
- Coordination of Municipal Court resources
- Attendance at scheduled sessions
- Change Management activities
- Customization specification, demonstrations, testing and approval assistance
- Conversion Analysis and Verification Assistance
- Decentralized End User Training
- Process Testing
- User Acceptance Testing

5.2.5 Municipal Court Power Users

Participate in project activities as required by the project team and Project Manager(s)

Provide subject matter expertise on Municipal Court business processes and requirements

Act as subject matter experts and attend current/future state and validation sessions as needed

Attend all scheduled training sessions

Participate in all required post-training processes as needed throughout project

Participate in conversion Validation

Test all Application configuration to ensure it satisfies business process requirements

Become Application experts

Participate in User Acceptance Testing

Adopt and support changed procedures

Complete all Deliverables by the due dates defined in the Project Plan

Demonstrate competency with Tyler products processing prior to Production Cutover

Provide knowledge transfer to Municipal Court staff during and after implementation

5.2.6 Municipal Court End Users

Attend all scheduled training sessions

Become proficient in Application functions related to job duties

Adopt and utilize changed procedures

Complete all Deliverables by the due dates defined in the Project Plan

Utilize software to perform job functions at and beyond Production Cutover

5.2.7 Municipal Court Technical Support

Coordinates updates and releases with Tyler as needed

- Coordinates the copying of source databases to training/testing databases as needed for training days
- Extracts and transmits conversion data and control reports from Municipal Court's Legacy System per the conversion schedule set forth in the Project Plan
- Coordinates and adds new users and printers and other Peripherals as needed
- Validates all users understand log-on process and have necessary permission for all training sessions
- Coordinates Interface development for Municipal Court 3rd party Data Exchanges.
- Develops or assists in creating Reports as needed
- Ensures onsite system hardware meets specifications provided by Tyler
- Assists with software deployment as needed

5.2.8 Municipal Court Upgrade Coordinator

- Becomes familiar with the Software Upgrade process and required steps
- Becomes familiar with Tyler's releases and updates
- Utilizes Tyler Community to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the Municipal Court's Software Upgrade process
- Assists with the Software Upgrade process during implementation
- Manages Software Upgrade activities post-implementation
- Manages Software Upgrade plan activities
- Coordinates Software Upgrade plan activities with Municipal Court and Tyler resources
- Communicates changes affecting users and department stakeholders
- Obtains department stakeholder sign-offs to upgrade production environment

5.2.9 Municipal Court project Toolset Coordinator

- Ensures users have appropriate access to Tyler project toolsets such as Tyler University, Tyler Community, Tyler Product Knowledgebase, SharePoint, etc.
- Conducts training on proper use of toolsets
- Validates completion of required assignments using toolsets

5.2.10 Municipal Court Change Management Lead

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

6 Glossary

Word or Term	Definition
Accountable	The person who is ultimately accountable for decisions being made on a task.
Application	A computer program designed to perform a group of coordinated functions, tasks or activities for the benefit of the user.
Build Blueprint	A document recording future state decisions intended to allow Tyler to satisfy business needs/requirements during the Build & Validate Stage through configuration and setups to develop the final solution. A means for the Municipal Court to Validate what was agreed to be in Scope has been Delivered.
Business Requirements Document	A specification document used to describe Municipal Court requirements not available through Tyler software functionality, which will lead to a Modification with Municipal Court acceptance.
Change Control	A systematic approach for managing change governing how Change Requests will be received, assessed and acted on.
Change Management	An approach for ensuring that changes are thoroughly and smoothly implemented and that the lasting benefits of change are achieved. The focus is on the global impact of change with an intense focus on people and how individuals and teams move from the current situation to the new one.
Change Request	A form used as part of the Change Control process whereby changes in the Scope of work, timeline, resources, and/or budget are revised and agreed upon by participating parties.
Consulted	Anyone who must be consulted with prior to a decision being made and/or the task being completed
Consumables	Items that are used on a recurring basis, usually by Peripherals. Examples: paper stock or scanner cleaning kits.
Control Point	Occurring at the end of each Stage, the Control Point serves as a formal client review point. Project progress cannot continue until the client acknowledges the agreed upon Deliverables of the Stage have been met, or agree on an action plan to make the Deliverable acceptable and move to next Stage while executing final steps of current Stage.
Data Exchange	A term used to reference Imports and Exports, and Interfaces which allow data to be exchanged between an external system and Tyler software.
Data Mapping	The process of mapping fields from the Legacy System to the appropriate location in the new system from one or more sources.
Deliverable	A tangible or intangible object/document produced as a result of the Project that is intended to be delivered to a client (either internal or external) or vendor at a specific time.
End User	The person for whom the software is designed to use on a day-to-day basis.

Forms	A document which is typically printed on a template background and only captures data for one record per page. Forms are provided to entity customers whether internal (employees) or external (citizens).
Imports and Exports	A process within the system that a user is expected to run to consume (Import) or produce (Export) a specifically defined file format/layout.
Informed	Anyone who will be updated when decisions are made or a task is completed.
Install	References the initial Installation of software files on client servers and preparing the software for use during configuration. The version currently available for general release will always be used during the initial Install.
Interface	A real-time or automated exchange of data between two systems.
Legacy System	The system from which a client is converting.
Modification	Modification of software program package to provide individual client requirements documented within the Scope of the Agreement.
Peripherals	An auxiliary device that connects to and works with the computer in some way. Examples: mouse, keyboard, scanner, external drive, microphone, speaker, webcam, and digital camera.
Phase	A portion of the Project in which specific set of related products are typically implemented. Phases each have an independent start, Production Cutover and closure dates but use the same Implementation Plans as other Phases within the Project. Phases may overlap or be sequential and may have the same Tyler Project Manager and Tyler project team or different individuals assigned.
Power User	An experienced client person or group who is (are) an expert(s) in the client business processes, as well as knowledgeable in the requirements and acceptance criteria.
Production Cutover	The Municipal Court is using the Tyler software to conduct daily operations.
Project	The Project includes all implementation activity from Plan & Initiate to Closure for all products, Applications and functionality included in a single Agreement. The Project may be broken down into multiple Phases.
Project Plan	The Project Plan serves as the master roadmap for the Project. The Project Plan will be the detailed task list of the essential activities to be performed to complete the Project. Each activity will have owner(s), participant(s) if applicable, start date, and due dates. The Project Plan is a living document and will be updated quarterly with the detailed tasks for the next future quarter; only high level tasks with rough timeframes will be plotted out beyond this.

Project Planning Meeting	Occurs during the Plan & Initiate Stage to coordinate with the Client Project Manager to discuss Scope, information needed for project scheduling and resources.
RACI	A chart describing level of participation by various roles in completing tasks or Deliverables for a Project or process. Also known as a responsibility assignment matrix (RAM) or linear responsibility chart (LRC).
Reports	Formatted to return information related to multiple records in a structured format. Information is typically presented in both detail and summary form for a user to consume.
Responsible	The person who will be completing the task.
Scope	Products and services that are included in the Agreement.
Software Upgrade	References the act of updating software files to a newer software release.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project and requires acknowledgement before continuing to the next Stage. Some tasks in the next Stage may begin before the prior Stage is complete.
Stakeholder Presentation	Representatives of the Tyler implementation team will meet with key client representatives to present high level project expectations and outline how Tyler and the Client can successfully partner to create an environment for a successful implementation.
Standard	Included in the base software (out of the box) package.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining project -specific activities and Deliverables Tyler will provide to the client.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.

7 TCM Conversion Summary

7.1 TCM – Standard

Up to 500000 records

Up to 2 document type(s)

All visible fields configured for TCM EE installations or the standard fields that exist for TCM SE installations

Images and Attachments as described below

Lookups are imported with the assistance of the consultant

Conversion from Single System

- Data from Superior
- Images from Superior

8 Incode 10 Conversion Summary

8.1 Court Case Management - Standard

- Name Information (Defendant, Address, Physical Attributes, Identification Numbers, Phone Numbers)
- Vehicle Information (Tag Number, Make, Model, Style, Color, VIN)
- Officer Information (Officer Name, Badge Number, Rank, Email)
- Offense Code Information (Offense Code, Offense Description, Statute/Ordinance)
- Case Information (Citation Number, Case Officer, Violation Date, Violation Location, PD Case Number, Docket Number, Comments)
- Witness Information (Witness Type, Subpoena Date)
- Disposition Information (Case Status, Plea, Judge, Court Location, Conviction Date, Plea Date, Attorney)
- Conversion History Information (Read only format)
- Payment Information (Fines/Fees assessed, Fines/Fees Paid, Non-Cash payments, Receipt Number, Payment Date, Payment Amount)
- Warrant Information (Warrant Type, Issue Date, Served Date, Canceled/Recalled Date, Region Number, Status, Comments, Officer Assigned) – available only when associated with a citation
- Bond Information (Bond Type, Posted Date, Applied/Refunded/Forfeited Date, Bond Number, Posted By, Bond Amount, Status)
- Payment Plan Information (Initial Payment Amount, Payment Date, Next Payment Date, Next Payment Amount) - Tyler will need a copy of the Payment Plan data to determine if the data is clean enough to convert.

9 Interface Summary

9.1 Incode 10 Court Interfaces

- Citation Issuing Device Interface (Brazos)

This standard interface facilitates the import of citation information from Brazos Technology citation issuing devices. The import of citations is initiated by a user, and the citation information will utilize an existing standard, supported import format that has been established between Tyler and Brazos.

- Court to Police Interface (standard)

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.

- Web Service API Interface

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.

- Texas TLETS Warrant Interface (Dallas Region)

This standard interface facilitates the submission of warrant activations and clears to the NCTCIC (Dallas Region) warrant database. A scheduled process within the System 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 the System with the Region number and associated activation/clear date.

- Texas DMV/Scofflaw Program Interface (standard)

The Texas Department of Transportation allows cities and counties to block vehicle registration for individuals delinquent in fulfilling responsibilities to local government entities, including municipal courts. For municipal court defendants with outstanding warrants on traffic and red light citations, the court may block vehicle registrations with the cooperation of county tax assessor-collectors. This interface allows a Court to submit records to TxDOT for the purpose of placing registration holds with a goal of increasing revenue collected by the Court and cut down on the population of delinquent cases.

- General Ledger Interface (standard)

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.

- Juror Data Import Interface (standard)

The Jury Wheel Import process allows Courts to Import new juror data as well as “re-charge” the wheel periodically as the Court needs more or updated juror data. Files must be formatted according to the Texas Secretary of State standard or Tyler's standard file layout.

- Collection Agency Interface (standard)

This interface allows for Courts to send data files to agencies for cases that are marked for collections through the presence of a warrant or are otherwise considered delinquent with a case status. These data files allow a collection agency to set up new cases, process payment and balance adjustment activity, and clear cases from collections as necessary. Tyler has established standard, supported export formats for several third party collection agencies, including the following:

- Linebarger, Goggan, Blair & Sampson (LGB)
- Municipal Services Bureau (MSB)
- McCreary, Veselka, Bragg & Allen (MVBA)
- Perdue, Brandon, Felder & Collins (PBFC)
- Tyler Generic XML (for other agencies)

- Court Payment Import Interface (generic)

The Payment Import interface is a tool that allows a Court to import payment files from online vendors, Interactive Voice Recognition (IVR) systems, collection agencies, and other systems, which eliminates the need for payments to be entered manually.



EXHIBIT "F"
Tyler's Best and Final Offer

[Remainder of page intentionally left blank]

TO: Lee Midkiff, Senior Account Executive
Tyler Technologies, Inc.

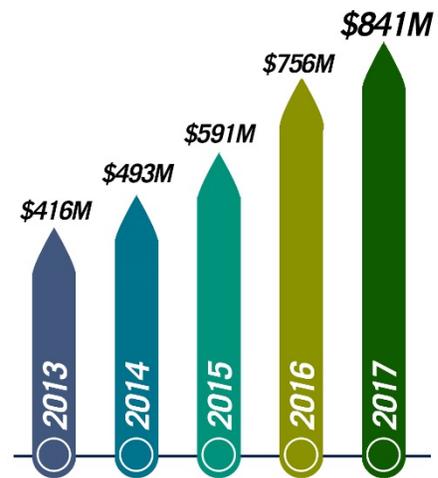
FROM: Rosanne Lemus, CPPB
Contract Administrator

DATE: May 15, 2018

Thank you for submitting a Best and Final Offer in response to City of McKinney’s Court Management System (CMS) Request for Proposal, 17-70RFP. After further review, the City of McKinney is requesting clarification on the following along with additional items listed below.

Incode Background

- Provide Financials for the past 5 years.**
Tyler consistently maintains a solid balance sheet and strong cash flow and low debt, experiencing consistent revenue growth with 24 consecutive quarters of profitability, and a total revenue for 2017 of \$841 million. While experiencing significant growth opportunities from an increase in staff and expanding territories, we anticipate additional product offerings and new technology will accelerate this growth substantially in the future. We believe a debt-free balance sheet, substantial cash reserves, and a committed customer base put Tyler in a great position in our industry to weather any unexpected turbulence in the economy.



2017 and 2016 Annual Review PDFs have been included in the email with this response. For additional revenue information please visit http://investors.tylertech.com/Annual_Report_Financials

- Provide staffing breakdown within Incode company, support vs. programming vs. marketing.**
*Administration: 18
Sales/Marketing: 47
Support: 91
Implementation: 135
Programming: 50
Research & Development: 102
Hardware & Technical: 42*

Technical

- **How does Tyler maintain the integration integrity with partners (e.g. Microsoft) as partners update their code?**

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

Microsoft Partner

- Gold Application Development
- Gold Data Platform
- Gold Datacenter
- Gold Devices and Deployment
- Gold Hosting
- Gold Midmarket Solution Provider
- Silver Application Integration
- Silver Enterprise Resource Planning
- Microsoft Dynamics AX

Tyler is also a Microsoft Independent Software Vendor (ISV) managed partner — less than five percent of all Microsoft partners are managed. This status is awarded by Microsoft to companies who meet a stringent set of requirements. Tyler was also selected as the Public Sector ERP partner of the year in 2011.

In 2007, Tyler and Microsoft announced a strategic alliance to jointly develop core public sector functionality for Microsoft Dynamics AX® to address the unique needs of public sector organizations worldwide.

- **How are SaaS performance levels assured (e.g how often are capacity requirements analyzed?)**
Yes. Tyler conducts an annual SOC 1 and SOC 2 certification and thus an active certification will be in place for the duration of the contract. Tyler will provide the current SOC 1 and SOC 2 report if selected and a confidentiality agreement is signed. Tyler is also subject to Sarbanes Oxley. A copy of the auditor opinion is posted on our corporate website www.tylertech.com.
- **Does Tyler allow access by 3rd party software to create ad-hoc reports?**
Third party products such as Crystal Reports or SQL Reporting Services can be used to develop reports from the SQL database; however, the Incode Court product includes a built-in report writer that allows authorized users to create or customize reports and publish them for other users in the system.
- **Does your proposed solutions include a test environment?**
Yes, we allow for a test environment at no extra cost.
- **Will the city be able to control when an upgrade and/or hot fix is performed?**
The City will be informed of an update available within two weeks of the update release. Updates are announced via Tyler Community, and the City can choose to receive email alerts when updates

are posted. The City will have the opportunity to schedule a time and date for the update, or opt out. Clients that are current on their annual maintenance will not be charged any additional fees for updates, upgrades, hot-fixes, or patches.

- **What formats are the collections able to receive?**

Incode Court has established tailored data transfers for the collection agencies listed below. A generic collections data format is also available. Each variation includes a new case file, a payment and adjustment file, and a closed case file. Additional information on collections can be found in the attached document.

- MVBA
- LGB
- PBFC
- MSB
- PCS

- **OCR**

- Is the TCM OCR that was quoted in the BAFO for \$6344 different that the \$7500 quoted on the additional modules not included in bid? If so how?

It is the same product. The \$6344 the annual cost in our SaaS environment. It includes all the SaaS services. In our on-premise proposal the license fee for that module is \$7500. On our BAFO this module was listed as an optional add-on and not part of the main price.

Software

- **Are the following modules included in the existing quote?**

- Incode Court Online – Does this have an online citizen portal allowing customers to submit and sign documents needed for court and it be secure and encrypted?
Yes, in our proposal we proposed our online payment portal. This portal also allows the defendant to upload and download forms and documents, as needed.
- TCM – Is TCM workflow included in the base price submitted in the BAFO?
 - If not, please include
TCM Workflow was listed as optional but is now part of the base price.
- Caseless warrants – Is this accessible by the Police Department? If so are their additional licenses needed? What would be the cost for 250 officers?
The Police can access this module. Our SaaS hosting environment is licensed by named users at a cost of \$575 per year each. Adding 250 users for one application would be costly. A suggestion would be to add 4 to 5 generic users that the PD, or Records Clerks, can access at various times.

- **What other Incode applications are available from Tyler that have not been proposed to the City that could improve our operation?**

Probation. \$8723 yearly. We are currently creating a new Version 10 Probation module. Our full probation system, will facilitate visits, programs/ testing completion, reporting, etc. This item has now been included in the cost of our proposal

Caseless Warrants. \$465 Yearly This allows officers to request the Judge to sign an arrest warrant, search and seizure, etc. based on probable cause. We track the status of the services. In some lower courts this works well but often its handled at the county level.

Attorney e-filing Portal. \$1750 yearly. This is new and just coming out of development, so it was not available when we responded to the RFP. It allows Defense Attorney to go online and file documents, state they are the attorney of record to name a few. We wrote this with the help of Dallas, TX. We would welcome your use and feedback of this growing product.

TCM Advance OCR \$6,344 Yearly
Advanced Optical Character Recognition (OCR) Use advanced OCR to extract text from specific zones for automatic indexing of structured form. Court Forms that have Preprinted Numbering or Defined Layouts are a great tool to utilizing TCM's Advance OCR features in streamlining McKinney's courts functions.

Data Conversion

- The requirement for the conversion should be ALL Open Cases (regardless of age) and 10 Years of Closed Cases included. Can you please update this?
This is noted on the attached revised proposal notes.
- Is the requirement for the conversion of Name records and outstanding fees/fines included?
Yes
- Is the requirement for the conversion of all DMS records included?
Yes, this cost to convert images was included in our BAFO and still part of the base proposal.
- What data fields in the open cases are to be converted – do we need to provide a detailed list of data fields rather than a general statement of open cases?
This is a conversation we have early, and often, in the implementation process between project managers and our conversion team. This is what is included in our standard conversion, but if there are items we need to discuss we are very open and willing to help.

Name Information (Defendant, Address, Physical Attributes, Identification Numbers, Phone Numbers)

Vehicle Information (Tag Number, Make, Model, Style, Color, VIN)

Officer Information (Officer Name, Badge Number, Rank, Email)

Offense Code Information (Offense Code, Offense Description, Statute/Ordinance)

Case Information (Citation Number, Case Officer, Violation Date, Violation Location, PD Case Number, Docket Number, Comments)

Witness Information (Witness Type, Subpoena Date)

Disposition Information (Case Status, Plea, Judge, Court Location, Conviction Date, Plea Date, Attorney)

Conversion History Information (Read only format)

Payment Information (Fines/Fees assessed, Fines/Fees Paid, Non-Cash payments, Receipt Number, Payment Date, Payment Amount)

Warrant Information (Warrant Type, Issue Date, Served Date, Canceled/Recalled Date, Region Number, Status, Comments, Officer Assigned) – available only when associated with a citation

Bond Information (Bond Type, Posted Date, Applied/Refunded/Forfeited Date, Bond Number, Posted By, Bond Amount, Status)

Payment Plan Information (Initial Payment Amount, Payment Date, Next Payment Date, Next Payment Amount) - Tyler will need a copy of the Payment Plan data to determine if the data is

clean enough to convert.

Document Images

Note: While we did add our probation module we did not add Probation Conversion.

- What data fields in the closed cases are to be converted – do we need to provide a detailed list of data fields rather than a general statement of closed cases?
Same as above as it relates.
- When the State of Texas mandates changes to racial profiling data collected on a Citation, how will those changes be updated in the Courts system? Will the Courts system be updated automatically at no cost to accommodate those changes?
Incode will develop state mandated changes to racial profiling data that is required to be collected and reported from the judiciary in the software to meet those standards. The court system will be updated automatically with those new requirements and clients current on their annual maintenance will receive them without additional cost to the city.

Additional Items

Please quote the cost for the following:

- Hardware
 - (1) Livescan FbF ten print scanner
We do not sell Livescan print scanners or have a livescan interface. We have the interface in our public safety software offering so, as a company, it's been done but not in any of the courts we serve. If this is an interface you need we will gladly discuss and design.
 - (5) fingerprint readers
Added to the base proposal
- Professional Services Hours
 - 40 training hours
40 additional hours have been added to the premium implementation line in the proposal.
- Applications
 - Parking Citation Management – Please clarify what this product is and what it does. Is this included in the basic package?
Parking Citation Management is a standard part of our Court Case Management System at no additional cost.
 - Defendant Probation Management
Our full probation module was listed as an option but it is now part of the main proposal

Please respond to all items listed above to rlamus@mckinneytexas.org no later than Tuesday, May 22, 2018.

Again, we appreciate your participation towards this process and look forward to your response.



Regards,

A handwritten signature in black ink that reads "Rosanne Lemus".

Rosanne Lemus, CPPB
Contract Administrator
City of McKinney



EXHIBIT "G"

Tyler's Response to Client's Request for Proposal

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ORIGINAL

CITY OF MCKINNEY

COURT MANAGEMENT SYSTEM (CMS) RFP

NUMBER 17-70RFP

THURSDAY, AUGUST 10, 2017

LEE MIDKIFF
5519 53RD STREET, LUBBOCK, TX 79414
800.646.2633 [x] 798207
LEE.MIDKIFF@TYLERTECH.COM



RESTRICTIONS ON DISCLOSURE

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

- Response to the Functional Requirements, or “Checklist”
- Line-item pricing (total proposed contract amount may be disclosed)
- Screen shots, if any
- Customized Statement of Work/Implementation Plan

Each of these sections has separately been labeled “Proprietary and Confidential – Subject to Restrictions on Disclosure.”

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

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

TRADEMARKS DISCLAIMER

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

Table of Contents

- Section One - Qualifications and References..... 6
- Section Two – Functional Requirements Response 19
- Section Three – Infrastructure Requirements 59
- Section Four – Service and Maintenance Requirements 64
- Section Five – Acceptance Testing Requirements 68
- Section Six – Implementation Requirements..... 70
- Section Seven – McKinney Contractual Requirements & City Forms 76
- Section Eight – Price Proposal..... 81
- Sample Contracts 92



5519 53rd Street
Lubbock, TX 79414
P: 800.646.2633
F: 806.797.4849
www.tylertech.com

Thursday, August 10, 2017

City of McKinney
Lisa Littrell, CPPO, CPPB
1550 South College Street, Building D
P.O. Box 517
McKinney, TX 75070

Dear Ms. Littrell,

On behalf of Tyler Technologies, Inc. (Tyler) we respectfully submit the enclosed proposal for your evaluation and consideration in response to City of McKinney's RFP dated Tuesday, July 11, 2017, for Court Management System (CMS) RFP. The attached proposal will detail our complete offering, including:

- Incode Court software applications
- Necessary consultation to define scope of services
- Implementation of software and services
- Required training on provided software
- Ongoing maintenance and support

Our firm has carefully reviewed the project goals, objectives and requirements delineated within the RFP and we are excited about the opportunity to work with City of McKinney on this project. We are confident that Tyler's Incode Court brings the right mix of resources, experience, and technology to foster an environment for success.

Tyler's 30+ years of government focus and employee dedication enables our partner government agencies to leverage a vast network of experience and domain knowledge with every project. We are committed to this strategy and believe in utilizing our deep breadth of industry / domain experts to facilitate unprecedented innovation within the government technology marketplace.

Tyler Technologies, Inc. is the largest government sector software provider in the United States with over 15,000 customers, 1 million SaaS Subscribers, over 3,800 employees, and 500+ million dollars a year in revenue. Our commitment and investment in the government technology market is our sole focus and strategy.

This proposal and cost schedule shall be valid and binding for 90 days following the RFP due date. Except as set forth in this proposal, this proposal may be released in part or in total as public information in accordance with the requirements of the laws covering same.

Tyler continually seeks out business partners rather than just customers, and we want you to become a Tyler partner to share in our success. Our partners, like you, understand the difference between

value and cost, and want what is best for their communities. Please contact Lee Midkiff, your Sr. Account Executive at 800.646.2633 [x] 798207 or via email at Lee.Midkiff@tylertech.com if you have any questions, or if you need additional information.

The officer signing this letter is authorized by Tyler Technologies to negotiate and has signature authority to bind Tyler Technologies to this response.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Dane Womble". The signature is fluid and cursive, with the first name "Dane" and last name "Womble" clearly distinguishable.

Dane Womble
President – Local Government Division, Tyler Technologies, Inc.

Section One - Qualifications and References

Please complete the forms below.

PROJECT ORGANIZATION

<p>NAME OF PRIME VENDOR/INTEGRATOR: Principal Contact Person: Address 1: Address 2: Address 3: Phone Number: E-mail:</p> <p>NAME OF INDIVIDUAL PROJECT MANAGER: Phone Number: E-mail:</p> <p>LOCATION OF PROJECT OFFICE:</p> <p>NAME OF CMS SOFTWARE VENDOR¹: Principal Contact Person: Address 1: Address 2: Address 3: Phone Number: E-mail:</p> <p>NAME OF SUBVENDOR*: NAME OF SUBVENDOR*: NAME OF SUBVENDOR*: NAME OF MAPPING VENDOR / PRODUCT:</p>	<p>Tyler Technologies, Inc. Lee Midkiff 5519 53rd Street Lubbock, TX 79414 800.646.2633 lee.midkiff@tylertech.com</p> <p>TBA 800.646.2633 TBA Lubbock, TX</p> <p>Same as above _____ _____ _____ _____ _____ _____</p> <p>_____ _____ _____ _____</p>
--	--

¹ If different from Prime Vendor
* If different from System Integrator

Section One - Qualifications and References Response Form

PRIME VENDOR / INTEGRATOR INFORMATION *

SYSTEM EXPERIENCE OF INTEGRATOR FIRM

Years in integration business:
Total number of CMS system installed:
Total system installed in Texas municipalities/counties:

RESPONSE

21 Years
830+
Tyler has more than 1,000 customers in the state of Texas across all products, and 550 of those are municipal courts.

FIRM EMPLOYEES involved in System Integration:

National:
Local (within 50 miles of the City):
Total Full Time Employees:
Total Part Time/Contract Employees:

3,500+
430+
3,120+
300+

Percentage of revenue from System Integration:

6%

Percentage of revenue from other sources:

94%

List principal other sources:

Tyler offers multiple public-sector software solutions for Cities, Counties, States, please see the supplemental information for a complete list of software solutions offered by Tyler.

Proposed Project Manager:

TBA

Project Manager Resume Provided (Mark "X")?
Home office of Project Manager:

Lubbock, TX

Financial Statements Enclosed: (Mark "X")?
Number of lawsuits filed against the firm in the past five years:
Description/Status of lawsuits: *

See below

Tyler has no lawsuits against the Incode products, however regarding other products: On January 9, 2017, a lawsuit was filed against Tyler in a Tennessee federal district court. Tyler's co-defendants include Shelby County, TN and the Shelby County sheriff. The lawsuit claims that certain individuals were wrongfully

City of McKinney Courts
Court Management System RFP

Section One - Qualifications and References Response Form

PRIME VENDOR / INTEGRATOR INFORMATION *

detained in jail. As to Tyler, the lawsuit alleges that the Odyssey software was not suited to the County's needs, and that Tyler should have advised the County of that. Significantly, Tyler did not license or implement the software used in the jail. Tyler did implement Odyssey in County courts, but Tyler has not received a report of a single defect that would result in a person being held too long in jail. Tyler is confident in its position and looks forward to a vigorous defense.

Tyler Technologies, Inc. v. VBConversions, LLC (4:14-cv-00150): In 2014, Tyler, on behalf of its ERP & Schools division, filed a declaratory judgment action against a software provider (VBConversions, LLC) in a Texas federal court. In response, VBC sued Tyler for copyright infringement and related statutory violations in a California federal court. VBC is referred to by many in the industry as a "troll," and Tyler successfully negotiated a mutual release and settlement. Each lawsuit was dismissed.

TexasFile, LLC v. Tyler Technologies, Inc. (4:13-cv-00635): In 2013, TexasFile, LLC., an on-line land records search and retrieval company, filed suit against Tyler in the United States District Court alleging, among other claims, trademark infringement and unfair competition related to Tyler's Odyssey File & Serve electronic court document filing application as used in the State of Texas. The parties

Section One - Qualifications and References Response Form

PRIME VENDOR / INTEGRATOR INFORMATION *

Have any of these lawsuits involved a Municipal or
County Government, Court or Public Safety Agency?
If Yes, Which?

subsequently settled the claim and
Tyler continues to provide the
Odyssey File & Serve application to
its customers.

Yes No

See Above

**City of McKinney Courts
Court Management System RFP**

Section One - Qualifications and References Response Form

PRIME VENDOR / INTEGRATOR REFERENCES *

Please give system integration client references which have been clients for at least one year, preferably Texas municipalities.

	RESPONSE
<p>1. CUSTOMER NAME: CUSTOMER LOCATION: POPULATION, if Government: CUSTOMER CONTACT PERSON: CUSTOMER PHONE NUMBER: CUSTOMER CONTACT E-MAIL:</p> <p>PROJECT DESCRIPTION:</p>	<p>Grand Prairie Municipal Court Grand Prairie, TX 190,682 Steven Cherry, Court Administrator 972.237.8636 sdcherry@gptx.org</p> <p>Court Management, Online Functions, Call Notify, Auto Scheduling, Brazos, Document Imaging</p>
<p>2. CUSTOMER NAME: CUSTOMER LOCATION: POPULATION, if Government: CUSTOMER CONTACT PERSON: CUSTOMER PHONE NUMBER: CUSTOMER CONTACT E-MAIL:</p> <p>PROJECT DESCRIPTION:</p>	<p>Carrollton Municipal Court Carrollton, TX 135,764 Deryl Corley, Court Administrator 972.466.3348 deryl.corley@cityofcarrollton.com</p> <p>Court Case Management, Online Payment, Call Notification, Auto Scheduling, Kiosk Interface, License Plate Reader Interface, Brazos</p>
<p>3. CUSTOMER NAME: CUSTOMER LOCATION: POPULATION, if Government: CUSTOMER CONTACT PERSON: CUSTOMER PHONE NUMBER: CUSTOMER CONTACT E-MAIL:</p> <p>PROJECT DESCRIPTION:</p>	<p>Denton Municipal Court Denton, TX 140,580 Lorri Brighton, Court Administrator 940.349.8516 lorri.brighton@cityofdenton.com</p> <p>Court Case Management, Online Payments, Imaging, Call Notify, Brazos, Auto Scheduling</p>
<p>4. CUSTOMER NAME: CUSTOMER LOCATION: POPULATION, if Government:</p>	<p>Plano Municipal Court Plano, TX 286,057</p>

* If different than System Integrator.

Section One - Qualifications and References Response Form

PRIME VENDOR / INTEGRATOR REFERENCES *

CUSTOMER CONTACT PERSON:	Karen Fetchko, Court Administrator
CUSTOMER PHONE NUMBER:	972.941.2176
CUSTOMER CONTACT E-MAIL:	karenfe@plano.gov
PROJECT DESCRIPTION:	Court Case Management, Document Imaging, Brazos, Auto Scheduling, Call Notify, Online Payments

Section One - Qualifications and References Response Form

CMS VENDOR* INFORMATION

SYSTEM EXPERIENCE OF CMS SYSTEM FIRM

Years in CMS System business:	Same as above
Total number of CMS System installed:	_____
Total such system installed in Texas municipalities:	_____

EMPLOYEES of the Principal Software Firm (only):

National:	Same as above
Local (within 50 miles of the City):	_____
Total Full Time Employees:	_____
Total Part Time/Contract Employees:	_____
Percentage of revenue from CMS software:	_____
Percentage of revenue from Other Sources:	_____
List principal other sources:	_____

CMS SYSTEM VENDOR REFERENCES *

Please submit a minimum of four in detail; give system client references which have been clients for at least one year, preferably Texas municipalities.

RESPONSE

 * If different than System Integrator.
 * If different than System Integrator.

**City of McKinney Courts
Court Management System RFP**

1. CUSTOMER NAME:

CUSTOMER LOCATION:
POPULATION, if Government:

CUSTOMER CONTACT PERSON:
CUSTOMER PHONE NUMBER:
CUSTOMER CONTACT E-MAIL:

PROJECT DESCRIPTION:

Section One - Qualifications and References Response Form

CMS SYSTEM VENDOR REFERENCES*

2. CUSTOMER NAME:

CUSTOMER LOCATION:
POPULATION, if Government:
CUSTOMER CONTACT PERSON:
CUSTOMER PHONE NUMBER:
CUSTOMER CONTACT E-MAIL:

PROJECT DESCRIPTION:

Same as above

3. CUSTOMER NAME:

CUSTOMER LOCATION:
POPULATION, if Government:
CUSTOMER CONTACT PERSON:
CUSTOMER PHONE NUMBER:
CUSTOMER CONTACT E-MAIL:

PROJECT DESCRIPTION:

4. CUSTOMER NAME:

CUSTOMER LOCATION:
POPULATION, if Government:
CUSTOMER CONTACT PERSON:
CUSTOMER PHONE NUMBER:
CUSTOMER CONTACT E-MAIL:

* If different than System Integrator.

**City of McKinney Courts
Court Management System RFP**

PROJECT DESCRIPTION:

Section One - Qualifications and References Response Form

GENERAL QUESTIONS

	YES/NO or RESPONSE
1. Have you included all requested products, services and training in your Response? 1a. If no, explain:	<input checked="" type="checkbox"/> / <input type="checkbox"/> _____
2. Will prices be firm for 240 days from date of submission?	<input checked="" type="checkbox"/> / <input checked="" type="checkbox"/>
3. When does the City begin incurring maintenance expenses? - Per modules cutover [e.g. maintenance begins per module as they are implemented] - At final acceptance of the system [e.g. maintenance payments begin for the whole system at final acceptance]	<input type="checkbox"/> / <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> / <input type="checkbox"/>
4. What is the date the original application software was released?	08 / 01 / 1996
5. How long have the present software version been on the market?	January 2017

Section One - Qualifications and References Response Form

GENERAL QUESTIONS

	YES/NO or RESPONSE
6. What IT staffing do you recommend for ongoing support of your system? Please provide in full time equivalents (FTEs)? [Note this refers to ongoing maintenance and support requirements, not implementation]	The Number of FTEs varies from site to site, and there is no set requirement for the number of FTEs a city has to have. Whether you have one IT professional, or a whole team, Tyler is able to provide whatever level of assistance that may be required by your FTEs
7. What is the name of language in which software is written?	.NET
8. Was the system designed with a relational database management system? If so, which: (specify the database engine employed)	<input checked="" type="checkbox"/> / <input type="checkbox"/> Microsoft SQL Server 2012 R2
9. What tool is provided to the customer to develop queries of the database?	Tyler's Incode Court Case Management system has a built in querie system to run custom reports. Additionally, users can utilize Crystal Reports to querie the database.
10. Who originally wrote the proposed software; Self, Agent, Licensor or Other?	Tyler Technologies, Inc.
11. How many customers are using the most current version, and for how long have they been users?	60 clients are using the Incode 10 Court Case Management software. Many from its original release date in 2011.
12. Are software maintenance prices stated to mean that all State and Federal mandated changes are included and maintained for the duration of proposed maintenance contract?	<input checked="" type="checkbox"/> / <input type="checkbox"/>

Section One - Qualifications and References Response Form

GENERAL QUESTIONS

	YES/NO or RESPONSE
13. Will you provide, at no additional charge, new products, if application(s) are replaced while under maintenance contract?	<input checked="" type="checkbox"/> / <input type="checkbox"/>
14. Will application software license be a license in perpetuity? [On-Premise solutions only]	<input checked="" type="checkbox"/> / <input type="checkbox"/>
15. Will the source code for application software be provided to the customer and the costs provided in the cost table for 5 years? [On-Premise solutions only]	<input checked="" type="checkbox"/> / <input type="checkbox"/>
16. What is your charge (during the contract period) for additional system work?	
▪ Programming	\$250 per hour
▪ Training	\$125 per hour
▪ File Conversion	\$INCLUDED per hour
17. Are all software changes provided to other customers incorporated into the next release of the product to be offered to the City?	<input checked="" type="checkbox"/> / <input type="checkbox"/>

Section One - Vendor Supplemental Information

Please add any additional supplemental information in this section.

Tyler partners with clients to empower the public sector — cities, counties, schools and other government entities — to become more efficient, more accessible and more responsive to the needs of citizens. These mission-critical applications provide the public sector with the ability to streamline and automate operations resulting in improved productivity and reduced costs.

OUR PRODUCTS

With decades of exclusive public sector experience, Tyler offers clients a single source for all their information technology needs, in several major areas:

- Financial & Human Resources
- K-12 School Solutions
- Utility Billing
- Citizen Services
- Property Appraisal & Tax
- Land & Vital Records
- Document Management
- Asset Management
- Permitting & Land Management
- Public Safety
- Courts & Justice

TYLER AT A GLANCE

- Headquartered in Plano, Texas
- Publicly traded on the NYSE under the symbol “TYL”
- 40+ years of industry experience & focus with local government
- Founded in 1966
- 15,000+ clients across every U.S. state, Canada, Puerto Rico and the United Kingdom
- 3,800+ employees
- Annual revenues of \$756 million (2016)
- Named one of “America’s 200 Best Companies” by Forbes Magazine
- 27 office locations across the U.S.

PUBLIC SECTOR FOCUS

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

City of McKinney Courts Court Management System RFP

FINANCIAL STABILITY

Tyler consistently maintains a solid balance sheet and strong cash flow and low debt, experiencing consistent revenue growth with 20 consecutive quarters of profitability, and a total revenue for 2016 of \$756 million. While experiencing significant growth opportunities from an increase in staff and expanding territories, we anticipate additional product offerings and new technology will accelerate this growth substantially in the future. We believe a debt-free balance sheet, substantial cash reserves, and a committed customer base put Tyler in a great position in our industry to weather any unexpected turbulence in the economy. For additional revenue information please visit www.tylertech.com

INDUSTRY LEADERSHIP

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

Our commitment at Tyler is to ensure the highest level of client satisfaction through the efforts of Tyler's most valued resource: its people. We challenge our employees to pursue new initiatives aggressively and become industry leaders in their respective fields. Tyler employs over 3,800 individuals, many of whom are seasoned professionals with unique and proprietary skills and years of industry experience. In fact, our employee turnover rate is very low—in recent years, about half of the industry average.

OUR EXPERIENCE

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

Section Two - Functional Requirements Response

Please complete the sections below.

Section Two - Functional Response Forms

This section is part of the RFP and contains four attachments in the form of an MS Excel spreadsheets (Attachment A2 -Functional Specification Response Forms).

Vendor shall prepare as part of their response the following in the Functional Exceptions / Clarifications form below:

- To provide an explanation for any requirement which is marked “EXPLANATION REQUIRED”.
- To provide additional explanation to the answer provided in the response block if the Vendor feels so compelled.
- To provide additional information about a feature which the Vendor believes is unique or a particular capability of the proposed product.

Section Two - Functional Exceptions / Comments / Clarifications

<i>Spec #</i>	<i>Functional Exceptions / Comments / Clarifications</i>	<i>Cost (\$)</i>
General 90	Provides page / function level security	
General 115	Audit does allow for archive option	
General 120	Tyler's Court system does not alert of configured security violations with exter message at predefined locations	
Case 131	Tyler does not provide this type of juvenile requirement	
Case 132	Tyler does not provide this type of juvenile requirement	
Case 133	Tyler does not provide this type of juvenile requirement	
Case 134	Tyler does not provide this type of juvenile requirement	
Case 135	Age codes are user defined, then become viewable at violator/case look up; however, are not linked automatic assignment.	
Case 136	Tyler does not provide this type of juvenile requirement	
Jury 5	Tyler is beta testing a defendant check in kiosk feature that is expected to be extended to juror check in in the future.	
Jury 28	Portal tracks juror status and records questionnaires, exemptions, and rescheduling. Does not handle online payments of juror.	

**City of McKinney Courts
Court Management System RFP**

Section Two - Functional Exceptions / Comments / Clarifications		
<i>Spec #</i>	<i>Functional Exceptions / Comments / Clarifications</i>	<i>Cost (\$)</i>

Section Two – Data Migration

Data Migration Requirements

- 1) Migration of present data files is required. It is expected that the conversion programs will be thoroughly tested, and that full data sets will be totally converted and loaded into the system during an evening or weekend.

Key data to be migrated includes: Cases, Warrants and Judgements, Fees, Payment Plans, Restitution.

**City of McKinney Courts
Court Management System RFP**

Response:

Yes **No** **EXPLANATION REQUIRED:** The standard conversion includes converting from a single source of data.

The standard Court conversion Includes:

Name Information (Defendant, Address, Physical Attributes, Identification Numbers, Phone Numbers)

Vehicle Information (Tag Number, Make, Model, Style, Color, VIN)

Officer Information (Officer Name, Badge Number, Rank, Email)

Offense Code Information (Offense Code, Offense Description, Statute/Ordinance)

Case Information (Citation Number, Case Officer, Violation Date, Violation Location, PD Case Number, Docket Number, Comments)

Witness Information (Witness Type, Subpoena Date)

Disposition Information (Case Status, Plea, Judge, Court Location, Conviction Date, Plea Date, Attorney)

Conversion History Information (Read only format)

Payment Information (Fines/Fees assessed, Fines/Fees Paid, Non-Cash payments, Receipt Number, Payment Date, Payment Amount)

Warrant Information (Warrant Type, Issue Date, Served Date, Canceled/Recalled Date, Region Number, Status, Comments, Officer Assigned) – available only when associated with a citation

Bond Information (Bond Type, Posted Date, Applied/Refunded/Forfeited Date, Bond Number, Posted By, Bond Amount, Status)

Payment Plan Information (Initial Payment Amount, Payment Date, Next Payment Date, Next Payment Amount)

- Tyler will need a copy of the Payment Plan data to determine if the data is clean enough to convert.

*Not Converted

Distribution of Fines/Fees

- 2) Programs/scripts for scrubbing data (e.g., addresses) prior to data migration.

**City of McKinney Courts
Court Management System RFP**

Response:

Yes **No** **EXPLANATION REQUIRED:** Tyler will attempt to convert data “as is”, as much as is possible. Converting data from one system to another sometimes requires significant restructuring of data. Tyler will work with you to ensure that any restructuring is consistent with the original intent of the data.

At times, Tyler will need to fill required fields with certain default values, or may need to make slight adjustments to data in order to prevent violating business rules that exist within the application and get data to convert. Care is taken to ensure that such defaults or adjustments do not change or affect the meaning and intent of the original data.

Data Cleansing and Consolidation

Tyler will not cleanse data as part of the conversion process. Because this is a custom conversion process, Tyler can add certain basic filtering rules (i.e., drop the thousands of unused names where last name = “unknown”). But specific cleansing rules or situations cannot be handled through the conversion process. It is expected that the City will resolve any data cleansing issues in the legacy system prior to conversion. While the conversion process cannot correct misspellings, bad addresses, incorrect data relationships, etc., it can apply certain across-the-board rules when we know of specific situations. In general, if a general rule can be developed and applied across the data, the rule can be included in the Data Conversion process.

- 3) Provide information on vendor team utilized for conversion with their experience converting for similarly sized agencies.

Response:

Please see the resumes included in the Implementation and Training section of this response.

- 4) Will the conversion process include mock conversions for testing?

Response:

Yes **No** **EXPLANATION REQUIRED:** During the conversion process Tyler will run the conversion in your environment at least 2 times before the actual go live so the data can be verified and any changes made.

- 5) List acceptable data formats.

**City of McKinney Courts
Court Management System RFP**

Response: The standard conversion includes converting from a single source of data
Microsoft SQL Server database
Microsoft Access database
Delimited ASCII text files (pipe “|” delimited is preferred with qualifiers)
Excel spreadsheets – with flat data, not grouped like a report

6) Explain the process for acceptance and remediation of issues following conversion:

Response: Tyler completes an initial review of the converted data for errors. With assistance from the City, the Tyler Data Conversion Team addresses items within the conversion program to provide the most efficient data conversion possible. With guidance from Tyler, the City reviews specific data elements within the system and identifies and Reports discrepancies in writing. Iteratively, Tyler collaborates with the City to address conversion discrepancies prior to acceptance.

Paper Documents Imaging Conversion Requirements

7) Imaging/scanning of all current open and pending document records (300,000 pages) and integrate the document image with the converted case record.

Response: Tyler requires more information on the current imaging system, or documentation system the City uses to be able to provide an accurate quote for services.

8) There is also an optional quote required to image less critical documents and integrate with them with the converted case records. Please refer to **CMS RFP Narrative, Table 2.3.2** for document scanning requirements.

Response: N/A

Section Two - Vendor Supplemental Information

Please add any additional supplemental information or explanations in this section.

**Court Management System
Specifications: General**

General Law Records System Requirements		
#	Requirement	Response
Agency Top Priorities		
1	Fully integrated Case, Jury, Records, Financial and Prosecutor functions;	Compliant
2	Integrate electronic citation, case management and workflow;	Compliant
3	Fully integrated electronic document management system for file scanning, storage, electronic forms processing, and workflow.	Compliant
4	Automate and integrate functions currently requiring manual intervention;	Compliant
5	High degree of configurable parameters instead of customization;	Compliant
6	Ability to rapidly recover the system from a critical event; and	Compliant
7	Integrated cash receipting with City financial system.	Compliant
System Overview		
<i>Vendor must offer a base Municipal Court CMS product or equivalent solution that services multiple functional areas within an integrated package.</i>		
8	Ability to utilize the system to perform the following Court functions:	
9	Initiate court cases	Compliant
10	Maintain parties and participants	Compliant
11	Maintain case history	Compliant
12	Manage warrants	Compliant
13	Schedule events and resources	Compliant
14	Conduct hearings	Compliant
15	Manage finances (fines, fees, costs)	Compliant
16	Manage assets in trust	Compliant
17	Manage criminal judgments	Compliant
18	Manage court records	Compliant
19	Control access to court records	Compliant
20	Manage calendar	Compliant
21	Measure performance	Compliant
22	Ability to utilize the system to perform the following probation functions:	
23	Initiate probation referral/intake	Compliant
24	Maintain probation case history	Compliant
25	Schedule probation events and resources	Compliant
26	Determine indigence	Compliant
27	Supervise probationer	Compliant
28	Conduct pre-sentence investigation	Compliant
29	Manage probation programs (seminars, counseling)	Compliant
30	Measure probation services performance	Compliant
31	Ability to utilize the system to perform the following prosecution functions:	
32	Initiate prosecution cases	Compliant
33	View prosecution case history	Compliant

**Court Management System
Specifications: General**

34	Prosecute cases	Compliant
35	Schedule prosecution events and resources	Compliant
36	Track evidence	Compliant
37	Manage discovery requests	Compliant
38	Monitor compliance with active and deferred sentence/judgment	Compliant
39	Manage victims and witnesses	Compliant
40	Manage mediation/alternative dispute resolution	Compliant
41	Represent City in appealed cases	Compliant
42	Measure prosecution performance	Compliant
43	Ability to utilize the system to perform the following financial functions:	
44	General ledger management	Compliant
45	Accounts payable	Compliant
46	Accounts receivable	Compliant
47	Account reconciliation	Compliant
48	Payment collection/cash receipting	Compliant
System Requirements		
49	Provide Single Sign On functionality across the system using Active Directory for On-Premise installations or cloud identity management (e.g. Okta) for Vendor-hosted installations.	Compliant
50	Ability to limit authorized users of the system to input, update, sort, and report any of the information within the records system through any workstation.	Compliant
51	Ability for any user to message with any other system user.	Compliant
52	Ability for non-technical personnel to retrieve information from all files in the system, selecting records using the value of multiple fields through a graphical interface.	Compliant
53	Ability to expunge, seal, and purge whole and partial records through flagging records and data elements within records, and record agency reasons for closure with authorization.	Compliant
54	Ability to create workflows to manage and track work on dockets as they proceed through the process.	Compliant
55	Ability to manage workflows so that certain tasks must be completed before other tasks can be undertaken or completed.	Compliant
56	Ability to support capture of electronic signature to allow defendants, attorneys and court staff to electronically sign documents, notices, or other forms needing signatures.	Compliant
57	Ability to store electronic signatures for court staff to be applied to court-generated documents and secured by users login.	Compliant
58	Provide an intuitive search interface for users to search for information using any data field or combination of fields, with partial or full characters (e.g., full or partial name, social security number, driver's license number, date of birth, address, location of violation, officer name or badge number) with minimal training.	Compliant
System Architecture		

Court Management System Specifications: General

59	Ability to run under the latest version of Windows.	Compliant	
60	Provide an Open architecture standards interface.	Alternative Method	API available for certain functionality
61	Ability to operate within an N-Tier architecture that provides separate layers making it possible to change or update one layer without impacting the operations of the other layers.	Alternative Method	Certain functionality is N-Tier, however not fully N-tier
62	Provide a system that is a comprehensive, integrated Municipal Court Management System.	Compliant	
63	Provide support for mobile client platforms; identify platforms supported (e.g., PC/JMDC/Laptop Windows 7, 10, iPad, iPhone, etc.). [EXPLANATION REQUIRED]	Compliant	Incode Court application requires Windows PC or laptop. Online applications can be used on tablets and phones as well.
64	Provide user-updateable table driven applications.	Compliant	
65	Ability to encrypt data, which will travel via public carriers or wireless LANs.	Compliant	Data is encrypted in transit.
66	Ability for authorized users to enter "default" values in fields.	Compliant	
67	Ability for authorized users to define required fields.	Compliant	Utilizing User Defined Fields and Tyler Macros
68	Ability for authorized users to define the restricted values for any field.	Compliant	Code based fields are configurable.
69	Ability for authorized users to add custom data fields.	Compliant	
70	Ability for authorized users to maintain tables.	Compliant	User restricted access to tables, however they are strictly system configurable.
71	Ability for authorized users to define and maintain code lists and their associated literals for as many data elements as possible.	Compliant	
72	Ability for authorized users to define conditions under which an alert or notification is issued.	Compliant	
73	Provide safeguards and application design patterns used in order to ensure that a single system request does not consume a disproportionate level of server-side resources.	Compliant	
74	Provide for continuous system operation without degradation while files are backed up.	Alternative Method	This is based on the enterprise level DB solution, Enterprise MS SQL provides for this. Out of scope for Tyler Incode Software.
Database Design			
75	Provide for a single, relational database design that minimizes and leverages data element entry.	Compliant	
76	Provide a data dictionary that minimally contains the following fields: Field Name, Database Column Name, Data Type, Field Size, Field Format, Edit or Validation Criteria, Associated Code Table, Default Value, Description.	Alternative Method	On SQL some information can be accessed via schema tables.
77	Provide for master indices (e.g., name, vehicle, property, location).	Compliant	SQL instance has indexes on all master objects.
78	Ability to index records are inter-linkable (e.g. person to place, or person to person).	Compliant	
79	Provide forms, tools and devices for maintaining the data.	Alternative Method	SQL is a commercial over the shelf product with off the shelf tool to help manage. Out of scope for Tyler Incode Software.
80	Provide the system administrator the tools needed to recover files in the event of accidental or malicious user record deletions.	Compliant	Tyler offers DDBS services as an optional add-on
81	Provide a database that supports Standard Query Language (SQL). [List versions supported]	Compliant	Incode Court used Microsoft SQL Server

**Court Management System
Specifications: General**

82	Provide data import and export functionality. <i>[Must List all import and export file formats supported, and describe mechanism for importing and exporting data]</i>	Compliant	List of all import/export file formats supported: Flat files- CSV, Delimited (comma, fixed-width) XML / Describe mechanism for importing and exporting data: <i>File Drop, FTP, Web Service</i>
83	Ability to read from databases in real time through ODBC, JDBC, and/or web services.	Compliant	Dependent on Microsoft SQL configuration. If on premise can query using ODBC, however hosted does not allow.
84	Ability to easily expand user definable fields.	Compliant	System handles UDDs in specific locations based on need.
85	Provide support for both production environment and a test/training database.	Compliant	Tyler offers additional test instances as an optional add-on
Audit and Security Requirements			
86	Provide a sophisticated security system that allows the system administrator to develop security profiles for either individuals or classes of users that limit authorization and access, and adhere to local, county, state, and national security policies and requirements and best practices	Compliant	
87	Ability to permit and restrict users to only view financial cases based upon their authorization.	Compliant	
88	Provide ability for third-party products to integrate with security mechanisms for ad-hoc querying and reporting.	Compliant	
89	Provide compatibility and functionality with identification technologies such as biometrics, identification cards, and security tokens.	Compliant	Integrated with Windows Active Directory - dependent on Windows compatibility.
90	Provide a security matrix that determines what functions and information down to the field level an individual may read, write, edit, or delete.	Non-Compliant	Provides page / function level security
91	Provide the system administrators the ability to delegate various levels of system administration capabilities to multiple individuals, such as establishing a user group with the ability to reset passwords.	Compliant	
92	Ability for system administrators to manage both user and workstation security profiles from a central location.	Compliant	
93	Ability to operate within the Microsoft security environment allowing the System Administrator to manage access through Group Policy, NTFS and Share permissions.	Compliant	Incode Authentication can tied into Active Directory
94	Provide all users with a logon that is unique, with a user defined User ID and Password combination prior to using the system.	Compliant	
95	Provide for the password not to be displayed on the screen as it is typed.	Compliant	
96	Provide an expiration date for each password or, alternately, a period for which user passwords are valid (as specified by the systems administrator).	Compliant	Set by System Server Requirements
97	Provide an automated alert warning at a definable time prior to expiration of a user's password.	Compliant	Set by System Server Requirements
98	Ability to require a minimum length of password of no less than eight (8) alpha-numeric, upper/lower case characters.	Compliant	Set by System Server Requirements
99	Ability to restrict password to not be a dictionary word or proper name.	Compliant	Set by System Server Requirements
100	Ability to restrict password to not be the same as UserID.	Compliant	Set by System Server Requirements
101	Ability to restrict password to not be transmitted in clear text outside the secure location.	Compliant	Set by System Server Requirements
102	Ability to restrict frequency of reuse of password (maximum of 10).	Compliant	Set by System Server Requirements
103	Ability to force passwords to expire within a maximum of 90 calendar days.	Compliant	Set by System Server Requirements

Court Management System Specifications: General

104	Ability to force uniqueness logic to password.	Compliant	Set by System Server Requirements
105	Ability for the system administrator to remove users at any time.	Compliant	Set by System Server Requirements
106	Provide users with the ability to change their password at any time.	Compliant	Set by System Server Requirements
107	Provide an audit log to show which user have logged onto the system and what workstation they have used.	Compliant	
108	Provide security for both operating system and database management software to prevent unauthorized access by circumventing applications.	Compliant	
109	Provide database management security for database reads, writes, edits, and deletes.	Compliant	
110	Provide for protection of locally stored data (i.e., encryption or user authentication).	Compliant	Option is available based on the SQL Server edition chosen
111	Provide sufficient security to prevent employee records from being viewed by anyone other than the employee, supervisory or managerial employees.	Compliant	
112	Ability to log all messages.	Compliant	
113	Provide a simple means of viewing and retrieving records from the message switch log.	Compliant	
114	Provide an audit trail record for every record entered, edited, or deleted. The audit trail entry shall record the original value of the record or field, the new value, identify the user who entered or changed the data, and the date and time of the entry or change.	Compliant	
115	Ability to purge audit log within date range; purge to a unalterable, permanent optical storage.	Non Compliant	Audit does allow for archive option
116	Provide the following standard outputs at a minimum:		
117	Users [sorted by login, frequency, total time in system, number of concurrent logins, machine used, duration of time-outs]	Alternative Method	Security login audit does not store total time in system, number of concurrent logins, or duration of timeouts. It does store IP, date time logged in, Success / Fail, and port.
118	Failed logins [sorted by login name, number of attempts, date/time of attempt, and machine used]	Compliant	
119	Subsystem security violations	Alternative Method	Does not track Authorization only Authentication. However won't allow non authorized to view
120	Alerts of configured security violations [with external message at predefined locations]	Non Compliant	
121	Email system alerts	Compliant	
User Interface			
122	Provide a modern, consistent graphical user interface that is native to the platform (e.g., iOS, Windows) that maximize legibility and usability.	Compliant	
123	Provide dashboard capabilities that allow users with permissions to modify personal settings.	Compliant	
124	Ability for users to personalize screens using the Microsoft Windows graphical user interface capabilities (e.g., arrangement of Windows, colors, characters).	Compliant	
125	Ability for users to switch between screens/functions, or have multiple screens open concurrently, without losing any unfinished work.	Compliant	
126	Ability to lock windows in place.	Compliant	
127	Ability to restore windows to default, if changed.	Compliant	

**Court Management System
Specifications: General**

128	Provide a graphical user interface which utilizes menus, shortcuts (e.g., Alt + 1), and function keys to operate and navigate the system.	Compliant	
129	Provides speed keys or shortcuts to specify frequently-occurring information.	Compliant	
130	Ability to hide unnecessary fields and only display/print relevant information in reports, skipping the inclusion of empty and unrelated fields.	Compliant	Master reports can be copied and customized to remove unneeded elements.
131	If the system presents multiple pages/screens of information in response to a user action (e.g., inquiry, address verification), ability to page forward/backward through the material quickly using the keyboard.	Compliant	Keyboard shortcuts exist for navigation
132	Ability to dynamically resize the system's windows while maintaining the module's original aspect ratio.	Compliant	
133	Ability to run multiple sessions of different applications on the same screen.	Compliant	
134	Ability to run multiple sessions of the same application on the same screen.	Compliant	
135	Ability to utilize OS native capabilities to minimize entry clicks/taps required to update an entry.	Compliant	To clarify, Incode Court is not designed for a touch screen, if that is the reference here.
136	Intuitive search functions in the CMS for name, age, DOB, address, case number, social security number, telephone, etc.	Compliant	
137	Ability to sign documents or inject signature(s) based on login ID and security credentials.	Compliant	
	Log On/Off Commands		
138	Prior to accessing any system function or file, users shall be required to log on to the system using an Employee or User ID and unique password combination.	Compliant	
	Help Functions		
139	Provide online, in-field, or context-sensitive help for all forms and commands.	Compliant	
140	Ability, with system administrator authorization, for users to add to, edit, and amend online help files.	Alternative Method	Suggested changes are submitted to Tyler Community Administrator for add, edit, and amend.
141	Provide documentation that is searchable by key words.	Compliant	
142	Ability to provide help via mouse click on an icon or function key from any screen or field within any application.	Compliant	
143	Ability to maintain online user-defined, agency-specific documentation and procedures, including: glossary of error codes, glossary of terms, staff procedures/ready references, standard operating procedures, policy statements.	Alternative Method	Can be stored in Tyler Content Management Document Management for user access from the client application
	Training & Test System		
144	Provide independent secondary training and test systems that utilize a copy of the production data files and mirror the current production environment configuration including all software and hardware.	Compliant	
145	Ability to prevent users from switching between training/testing and production modes by the log on screen or some other simple software command; this shall not require the workstation or the client application to be reprogrammed in any way.	Compliant	Separate environments require separate launch icons and separate logins.
146	Provide training and test systems that do not degrade the performance of the production system.	Compliant	Test and training systems are separate copies of code and database on separate environments.
147	Ability for the training and test systems to record the entries made in secondary storage files where they can be retrieved for review.	Compliant	Test and training systems are separate copies of code and database on separate environments.
148	Ability to maintain separate training records, how-to guide records and production records.	Compliant	Test and training systems are separate copies of code and database on separate environments.

**Court Management System
Specifications: General**

149	Provide users logged on to the training and test systems with access to all application commands and functions.	Compliant	
150	Provide authorized user with the option to enable or disable system interfaces for users logged on to the training and test systems.	Compliant	
151	Provide some visible designator on the screen that the system is in a training or testing mode while in that state.	Compliant	

Court Management System Specifications: Case

Case Management		
#	Requirement	Response
	General	
1	Provide a Cloud-based component that defendants and attorneys may be able to look up Court information online.	Compliant
2	Provide a single name/party record entry in a fully relational table that is or can be linked to any other occurrence of the same information elsewhere in the application. Adjusting this information anywhere in the application will adjust all others displays of that information.	Compliant
3	Provide a Court/Division/Court-definable and interactive register of actions, and/or case docket functionality, with an ability to link case participants and related cases.	Compliant
4	Ability to support online payments.	Compliant
5	Ability to define case statuses (e.g., active, closed, warrant) and multiple sub-statuses (e.g., probation, diversion, collections).	Compliant
6	Ability to highlight certain case statuses to draw users attention to them (e.g., highlighting "Warrant" status in red).	Alternative Method Red Flag instead of highlighting
7	Ability to automatically close a case based upon business rules in accordance with the City's court rules and procedures.	Compliant
8	Ability to capture case closure reason.	Compliant
9	Ability to reopen previously closed cases, retaining previous case closure and current reopening information within the record.	Compliant
10	Ability to enter data into customized forms by free-form typing and drop boxes.	Compliant
11	Ability to auto-sign or auto-approve documents with electronic signatures.	Compliant
12	Ability to integrate with scanning device in order to capture driver's licenses/ identification cards and have facial recognition features to correctly verify a person's identity using DL or personal ID.	Alternative Method DLs and IDs can be scanned and attached to the Name record. Photos can also be taken and attached to the Name record. Those images can be referenced when talking to a person to help verify their identity. No automated facial recognition features.
	Electronic Ticketing	
13	Ability to work with a variety of electronic ticketing products/vendors. <i>[EXPLANATION REQUIRED: IDENTIFY AT LEAST 3 VENDORS WITH WHICH YOU HAVE SUCCESSFULLY INTEGRATED]</i>	Compliant Brazos, AutoCite, APS
14	Ability to bring data entered into electronic ticket writers into the system.	Compliant
15	Ability to convert electronic tickets into .PDF documents showing a picture of the officer's and defendant's signatures.	Compliant
	Citation Entry	
16	Ability to configure mandatory fields required for ticket entry.	Compliant System fields are pre-set for requirement. User Defined Fields can be configured
17	Ability to configure the system to auto-populate fields, or prompt users to select from a list of matching data based upon information previously entered, especially in the case where multiple tickets are being entered for the same person.	Compliant
18	Ability to import data into the system using .txt, .csv, .xls/.xlsx file types.	Compliant conditional type based on import data

Court Management System Specifications: Case

19	Ability for authorized users to look up violations.	Compliant	
20	Ability for authorized users to look up the officer by officer ID number or office name.	Compliant	
21	Provide an error to the user if they are trying to assign a court date, court time, or court docket that is full.	Compliant	
22	Ability to auto-generate the next available court date based on the officer's and court's schedules.	Compliant	
23	Ability to record the date, time and person that entered the citation.	Compliant	
24	Ability to automatically notify the user entering the citation when a duplicate citation is being entered.	Compliant	
25	Ability to flag the system for the following Citation criteria:		There are system preset, custom name flags, user defined fields and user defined case flags
26	Out-of-state plates or driver's licenses	Compliant	
27	25 mph over limit	Compliant	
28	25 mph under limit	Compliant	
29	School zone	Compliant	
30	Construction zone	Compliant	
31	Juvenile (under 16 years)	Compliant	
32	17 to 21 years old	Compliant	
Courtroom Processing			
33	Ability to print the docket for all cases that are to be heard at a user-defined date and time sorted by court date, citation number, ordinance violation, officer name and disposition.	Compliant	
34	Provide ability for court clerks to check-in defendants.	Compliant	
35	Ability for the system to automatically route cases electronically to judges, prosecutors, public defenders, once they are checked-in.	Compliant	
36	Ability to electronically flag case files for warrants and route to the Warrant Officer's queue.	Compliant	
37	Ability to automatically generate notices and letters as an event is scheduled or rescheduled.	Compliant	
38	Ability to view the citation being heard and a summary of all priors, what each prior was, and its status.	Compliant	
39	Ability to search on a judge's name and directly navigate to any upcoming event.	Compliant	
40	Ability to enter a plea, the verdict, adjust the fine and/or cost amounts, amend the violation ordinance code, and enter the judge's comments made regarding the defendant's sentencing.	Compliant	
41	Ability to assign a sentence of corrective school (e.g., traffic school, drug awareness, youth substance abuse program) as part of the sentence; must be able to schedule the school, collect the associated fee, and keep track of the defendant's compliance.	Compliant	
42	Ability to produce failure letters for defendants that have not paid or fail to appear in court.	Compliant	

Court Management System Specifications: Case

43	Ability to produce a notice of driver's license suspension when a defendant does not comply within a user-defined period after receiving a failure letter on a motor vehicle-related charge.	Compliant
44	Ability to produce a warrant when a defendant does not comply within a user-defined period after receiving a failure letter.	Compliant
45	Ability to notify the clerk when a defendant does not comply with alternate sentencing.	Compliant
46	Ability to track bond information when a defendant posts bond instead of being incarcerated.	Compliant
47	Ability to refund the bond amount when the defendant complies.	Compliant
48	Ability to notify the bond company that a defendant did not appear in court.	Compliant
49	Ability to forfeit the bond.	Compliant
50	Ability to apply the amount of the bond against the fees and costs owed by the defendant.	Compliant
51	Ability to keep track of jail time served by the defendant.	Compliant
Schedule and Calendar		
52	Ability to display courtroom or court division-wide based calendars.	Compliant
53	Ability to generate user-defined office calendars sorted on any combination of locations, judges, courtroom, and date/time.	Compliant
54	Ability to initiate a schedule of future tasks for individual or group events based on occurrence of prior tasks or events (e.g., schedule event appearances after status of prior events occur) based upon the City Court's business rules.	Compliant
55	Ability for authorized users to designate a case with special scheduling needs.	Compliant
56	Ability to produce schedules for individuals, events, tasks and dates (e.g., judge's schedule by date).	Compliant
57	Ability to print and/or export the schedules to Microsoft Excel, Adobe Acrobat.	Compliant
58	Ability for judges and other authorized users to view an interactive calendar for upcoming associated events.	Compliant
59	Ability to manually assign and reassign cases to individual or groups of judges.	Compliant
60	Provide each party to have a viewable calendar for upcoming associated events.	Compliant
61	Ability to setup a calendar of events/ pending cases at the beginning of each fiscal year	Compliant
Case Parties		
62	Ability to track all parties entered, including the names of people, businesses, financial accounts and group names.	Compliant
63	Ability to link parties within a case, and associated cases to each other within the system.	Compliant
64	Ability to track and view all cases linked to a party, and from this view go directly to a chosen case.	Compliant
65	Ability to track multiple addresses, phone numbers, and emails for any named party.	Compliant

Court Management System Specifications: Case

66	Ability for the clerk to establish Case Parties Profiles by entering the name and contact information for defendants, victims, witnesses, attorneys (including Bar number), public defenders, judges, prosecutors, interpreters, lab personnel, officers).	Compliant	
67	Ability track an unlimited number of relationships between parties (e.g., brother, sister, business associate, employer).	Compliant	Utilizing Tyler User Defined Fields
68	Ability to track an unlimited number of addresses, emails, phone numbers, aliases, and other descriptive information for each Party associated with a case.	Compliant	
69	Provide ability to update a Case Party's information from their master record or from within the Case Party Profile, with the information updating all records associated with that party within the system.	Compliant	
70	Ability to merge duplicate Party information and track changes.	Compliant	
71	Ability to run a Duplicate Case Party report to identify possible duplicate case Parties.	Compliant	
Dockets			
72	Provide for an unlimited number and type of court dockets that can be created, maintained and tracked.	Compliant	
73	Ability to track event/docket information, including but not limited to: type, location, date and time, and event notes.	Compliant	
74	Ability to automatically generate docket entries through case initiation process; docket entries must be able to be variable by case type.	Compliant	
75	Ability to move cases between dockets.	Compliant	
76	Ability to schedule cases on various dockets and indicate the action to be taken.	Compliant	
77	Provide the ability to post dockets online.	Compliant	
78	Ability to limit the number of cases that can be scheduled on a docket.	Compliant	
79	Ability to review and schedule officers for cases based upon their availability.	Compliant	
80	Ability to establish a calendar of available dates for cases to be scheduled.	Compliant	
81	Ability to block cases from being schedule on a docket (e.g., holidays, court closed).	Compliant	
82	Ability to use a different numbering schema for case jackets and citations	Compliant	
Batch Processing			
83	Provide for an unlimited number and type of court dockets that can be created, maintained and tracked.	Compliant	
84	Ability to stack cases on a docket in a queue for batch processing.	Compliant	
85	Ability to group and apply certain function(s) (e.g., continuances, 30-day notices, collections, warrants, suspensions, payments, invalid insurance, failure to appear/failure to comply) to a selected batch of cases.	Compliant	
Payments			
86	Ability to disburse full or partial payments over multiple fees/costs in a priority manner as defined by the user.	Compliant	
87	Ability to set up and track payment plans.	Compliant	
Receipts			
88	Ability to generate detailed receipts.	Compliant	

Court Management System Specifications: Case

89	Ability to save/archive a copy of receipts or payment records electronically associated with a case.		Detailed receipt information can be accessed and reprinted on demand. A customization could be requested to save a literal copy of the receipt in Tyler Content Manager, if desired.
90	Ability to reprint receipts.	Compliant	
91	Ability for an authorized user to void a receipt.	Compliant	
92	Ability to handle multiple payments or payment types (e.g., cash, check, credit card, money order).	Compliant	
93	Ability to produce a receipt list for all active cases for a defendant, including next court date and balances due for each case and a total balance due.	Compliant	
94	Ability for clerks to append a note to a receipt.	Compliant	
95	Ability to account for adjustments to fines and other court costs.	Compliant	
96	Ability to track restitution.	Compliant	
97	Provide an indicator to show the clerk whether restitution is owed on a case.	Compliant	
98	Ability for the restitution indicator to be automatically removed when the restitution is paid in full.	Compliant	
Fine Schedules and Court Costs			
99	Ability to establish a fine schedule and/or cost codes (e.g., fines, court costs, restitution) that auto-populate as charges are entered.	Compliant	
100	Ability to charge a fee each time the court date is reset.	Compliant	
101	Ability to increase a fee if it has not been paid in a user-defined time period.	Compliant	
102	Ability to assess jail and incarceration fees.	Compliant	
103	Ability to handle community services as a non-monetary payment type.	Compliant	
104	Ability for an authorized user to change auto-populated fine amounts on a charge at any time.	Compliant	
105	Ability to associate court fines and costs with those in effect on the date the fines and costs are assessed, even if the standard fines and costs are changed at a later date within the system.	Compliant	
106	Ability to attach costs to cases and/or charges.	Compliant	
107	Ability to transfer costs from one case to another, or one charge to another if the original one was dismissed.	Compliant	
108	Ability to attach State costs to cases and/or charges.	Compliant	
109	Ability to transfer State costs from one case to another, or one charge to another if the original one was dismissed.	Compliant	
110	Ability to calculate jail credit to reduce fees and associated collection fees from collection agencies.	Alternative Method	System does automatically adjusted collection fees when the fine/cost are adjusted. Payment posted of jail credit does not automatically adjust. Fee can be recalculated using Tyler Macros features.
111	Ability to account for restitution so that it correlates with A/P in order to pay the victim	Compliant	
Case Notes			
112	Ability to enter unlimited free text case notes and/or comments for a case or person.	Compliant	

Court Management System Specifications: Case

113	Ability to mark specified case notes/comments as "Open" or "Closed" so that only the Open records are open to the public and will be printed on a case history report.	Alternative Method	Comments are noted as Private or Public.
114	Ability to identify whether property/evidence has been collected for a particular case or person.	Compliant	
115	Ability to track probation, diversion, and/or other sentencing arrangements.	Compliant	
116	Ability to view attachments (e.g., etickets, mugshots, insurance cards, .pdf documents, Word documents) directly from a case or person record.	Compliant	
117	Ability to allow cases to be expunged and/or sealed.	Compliant	
118	Ability for authorized users to create mailing lists based upon specific criteria (e.g., all defendants with an outstanding warrant).	Compliant	
119	Provide an indicator to notify the court clerk that a defendant has used a bad check in the past.	Compliant	
120	Ability for clerks to perform daily balancing activities, such as counting down their cash drawers.	Compliant	
	Juveniles		
121	Ability to assign one master number for the minor with each subsequent contact or filing having a suffix, thereby providing separate tracking for each.	Compliant	
122	Ability to attach dockets, violations, events and dispositions to each contact with the court.	Compliant	
123	Ability to view the master case together with sub-cases attached to the master case.	Compliant	
124	Ability for the court to designate which terms the system will use for violations and arrests or detentions, and to use the court designated wording on system screens.	Compliant	
125	Ability to display ID of user who last modified data.	Compliant	
126	Ability to record the violation on which a minor was released.	Compliant	
127	Ability to maintain cases as "sealed" and to strictly control access to the case.	Compliant	
128	Ability to hide from unauthorized users even the existence of a sealed case.	Compliant	
129	Ability to establish relationships between parties, including family relationships, client relationships, agency relationships, or another other relationships designated by the court.	Alternative Method	Utilizing Tyler User Defined Fields
130	Ability to establish rules for automatically assigning juveniles to a particular department or judge based any of the following criteria, with an option to designate the priority of those criteria:		
131	minor's prior history with the court;	Non-Compliant	
132	co-defendant's prior history with the court; or	Non-Compliant	
133	family members' prior history with the court;	Non-Compliant	
134	random judge assignment	Non-Compliant	
135	Ability to define default party type code for minor and co-defendant.	Non-Compliant	Age codes are user defined, then become viewable at violator/case look up; however, are not linked automatic assignment.
136	Ability to use co-defendant, family, or other court-defined relationships in scheduling functions.	Non-Compliant	
137	Ability to specify minimum age for party receiving documents created.	Compliant	Document creation filtering to exclude/include based <, >, or = to age description, age code, date of birth

**Court Management System
Specifications: Jury**

Jury Management		Requirement	Response	Comments
#	Bar Codes			
1	Provide specifications for related hardware: wands, barcodes readers, scanners etc.		Compliant	Specs Included in submission
2	Ability to scan qualification forms and supplemental documents that are completed by jurors and linked back to juror's record.		Alternative Method	System has Juror Self Service Online that records answers to questionnaires, rescheduling, and exemptions in the system. Currently no scanning ability
3	Ability to remove and/or add jurors selected to a case via scanned bar coded badges or some other automated process.		Compliant	
4	Automatically prints or populates for printed work certificates upon check in.		Compliant	
5	Ability to have self check-in options.		Non-Compliant	Tyler is beta testing a defendant check in kiosk feature that is expected to be extended to juror check in in the future.
Ease of Use				
6	Ability to utilize the system to perform the following jury functions:			
7	Pre-populated screen fields with drop down boxes		Compliant	
8	Multiple windows/toggle quickly between screens		Compliant	
9	Error alerts		Compliant	
10	Comment/note fields		Compliant	
11	Ability to verify addresses		Compliant	
12	Search/display/sort/filter options without regard to capitalization		Compliant	
13	Data checks and auto corrections		Compliant	
14	Ability to handle multiple day trials		Compliant	
15	Support the use of the same pool of jurors for Common Pleas (criminal and civil cases) and Grand Jury.		Compliant	
16	Ability to delete a case, panel, juror check information per user specified criteria.		Compliant	
17	Ability to close out a case or panel.		Compliant	
18	Provide ability to manually add and/or delete juror to/from panel.		Compliant	
19	Ensure ease of ability to navigate jurors between/among panels on the same day during Jury Selection.		Compliant	
20	Condense summoning process and make user friendly.		Compliant	
21	Ability to scan and attach/upload documents where needed.		Alternative Method	Documents can be scanned/uploaded to Tyler Content Manager directly. Tyler plans to implement document scanning integration with juror records in the Jury module in the future.
22	Ability to confirm if the potential juror is hearing impaired.		Alternative Method	Using Notes on juror record
Juror Pool Lists				
23	Ability to update list on annual basis (Voter's Registration, and/or Collin County juror list).		Compliant	
24	Ability to process randomly selected lists excluding the actual jurors who served in the last 3 years, all permanently excused jurors, and all potential jurors with an excuse end date after the pool year.		Compliant	

Court Management System Specifications: Jury

25	Check new data for pool against data in the system for address changes, name changes, and excuse changes.	Compliant	
26	Ability to change juror names, keep history records of the name change, and have the pool process check history record to eliminate duplicate name records.	Compliant	
27	Ability to produce notifications within system in a small format such as a Postcard.	Compliant	
28	Ability to automate jury notification system with Portal-based features such as automatic notifications, notice verification, and online payments.	Non-Compliant	Portal tracks juror status and records questionnaires, exemptions, and rescheduling. Does not handle online payments of juror.
29	Remote access to the system with the same security level.	Compliant	
State Compliance			
30	Must be compliant with Texas Statute, Chapter 45 and 62.	Compliant	
Online Portal			
31	Ability to post juror status, by Juror ID, to the internet.	Compliant	
32	Ability to permit potential jurors to perform internet based requests for changes to some of their record (e.g., let user change phone number).	Compliant	
33	Ability of jurors to view status	Compliant	
34	Commonly asked questions section		
35	Juror ability to document and Court Admin ability to track juror mileage online	Compliant	
36	Juror ability to fill out summons online	Compliant	
37	Juror ability to add/upload doctor's excuses/ employer letters, etc., online.	Non-Compliant	Tyler plans to implement document scanning integration with juror records in the Jury module in the future.
38	Mobile messaging capabilities for alerts and notifications	Non-Compliant	System can issue email notifications; Tyler plans to implement phone and text messaging for jurors through Tyler Notify in the future.
Summons			
39	Customized summons (Civil and Criminal) to include:		
40	Perforated badge on summons for easy removal by juror and placement in a badge holder provided on Jury Selection Day	Compliant	Forms are user designed. Court would need to provide proper perforated paper.
41	Electronic stuffing/sealing of summons	Non-Compliant	This would be the purchase a paper folder/stuffing equipment. Out of Scope for Incode Software. Not included in quote
42	Provide capability to print address labels and envelopes using system data	Compliant	
Electronic Forms and Reports			
43	Electronic forms for use in Courtrooms.	Compliant	
44	Ability to view questionnaires via tablet, mobile device or laptop by attorneys during selection process in court.	Compliant	Viewable from the software or export as a PDF
45	Protected and View ONLY.	Compliant	User Roles to view only or viewable from a PDF
46	Provide for a platform agnostic design allowing for various browsers and device OSs. The use of responsive web design is highly encouraged.	Compliant	Online functionality provided by Tyler uses responsive web design.
47	E-fax, e-mail, and e-filing capabilities including ability to view faxed and filed documents from within a juror's record.	Alternative Method	Documents can be scanned/uploaded to Tyler Content Manager directly. Tyler plans to implement document scanning integration with juror records in the Jury module in the future.

Court Management System Specifications: Jury

48	Ability to randomly select jurors at all levels of the selection process: pool selection, panel selection, case selection.	Compliant	
49	Ability to have electronic separation of undeliverable/Ret'd/Online submissions.	Compliant	
50	Ability to print excusal form letters.	Compliant	
51	Ability for District Court Administrator's Office and jury system users able to customize all templates for letters, summons, notices, etc., with ability to merge system data into template for seamless printing.	Compliant	
52	Ability to produce granted, excused, postponed, and denied letters to jurors.	Compliant	
53	Ability to produce letters in batch or by juror.	Compliant	
54	Allow Print preview.	Compliant	
55	Ability to select excusal letter that is customized in the system (Excusals entered should be captured in statistics reported by the system).	Compliant	
56	Applicable Jury Yield Report and Utilization reports as required by Texas OCA. Breakdown by panel number and date, number of jurors summoned, excused, available, % yield (available/summoned), and number of judges associated with each panel.	Alternative Method	Utilizing Tyler Report Writing Wizard
57	Ability to report to a file instead of to a printer.	Compliant	
58	Ability to export report data to Excel spreadsheet, PDF, text pad and other file options.	Compliant	
59	Reports to have predefined sorts and filters to permit users to run common statistical reports.	Compliant	
60	Allow reports to run in either real time or in a scheduled or batch mode after hours as needed.	Compliant	
61	Provide a mechanism or software such as Crystal Reports for creation of specified reports.	Compliant	
62	Ability to run State Jury Compensation Report.	Alternative Method	Utilizing Tyler Report Writing Wizard

Court Management System Specifications: Records

Records Management			Comments
#	Requirement	Response	
Records Management			
1	Ability to mark forms as "Open" or "Closed" and reference the state statute section if a record is closed.	Alternative Method	Forms are connected to the case with open or closed statuses
2	Ability to mark forms with retention requirements.	Alternative Method	Forms are linked with your case retention requirements
3	Ability to alert authorized users when documents are eligible for destruction based upon the user-defined retention schedule.	Alternative Method	Cases linked with documents are collected in a review queue when eligible for destruction.
4	Ability to generate an internal case history report that shows all information in a case.	Compliant	
5	Ability to generate an external case history report that limits information to the information that needs to be open to the public to satisfy state law.	Compliant	
6	Ability for authorized users to redact certain information on forms that may not be open to the public (e.g., social security numbers).	Compliant	
7	Ability to perform OCR (optical character recognition) on standard-formatted forms to eliminate the need for manual entry.	Compliant	System does perform basic OCR and barcode reading . If needed, Tyler does offers Advance OCR options as an add-on, not included in cost.
8	Ability to generate bar codes on forms, files and folders.	Compliant	
9	Ability to utilize bar code scanners to read bar codes on forms, files and folders.	Compliant	
10	Ability to integrate with SAP Crystal Reports software	Compliant	Tyler Content Manager used Microsoft SQL database for metadata. Crystal Reports could be connected to underlying database to develop custom reports.
11	Ability for batch processing of multiple reports and integrate with individual scanners per workstation	Compliant	
Forms			
12	Ability to use Microsoft Word for templates with merge fields to auto-populate specific information in a case record	Alternative Method	We use an internal document creator with templates and merge fields with a similar look and feel as Word.
13	Ability for an authorized user to create templates as needed and/or as court processes change.	Compliant	
14	Ability for an authorized user to make changes to the above templates as needed.	Compliant	
15	Ability for an authorized user to edit documents once generated and save them as a new version so that the chain of documentation can be tracked.	Compliant	
16	Ability to set documents to automatically print, print all documents, or not to print.	Compliant	
Document Management			
17	Ability for an authorized user to generate and image documents directly from/to the person or case.	Compliant	
18	Ability for an authorized user to scan documents directly to the person or case record.	Compliant	
19	Ability to support industry standard file types, including: .pdf, .txt, .doc(x), .xls(x), .jpg, .video).	Compliant	
20	Ability for an authorized user to redact information electronically prior to printing/emailing/faxing documents.	Compliant	
21	Provide support for duplex scanning.	Compliant	

**Court Management System
Specifications: Records**

22	Provide de-skew, de-speckle and blank page detection capabilities.	Compliant	
23	Provide automatic sensing of document orientation during scanning.	Compliant	
24	Provide display of image while it is being scanned.	Compliant	
25	Provide OCR support and full-text indexing.	Compliant	
26	Ability to utilize multiple types of scanners. [MUST LIST scanner models with which the system is compatible.]	Compliant	Provided in Attachment of Specs
	Search		
27	Ability to search by full-text on words or phrases, and perform Boolean, proximity and fuzzy searches.	Compliant	
28	Provide highlighting of searched words or phrases in returned text or image.	Compliant	
29	Ability to index by multiple key fields.	Compliant	
30	Ability to restrict searches by combining full-text searches with index field searches.	Compliant	
31	Ability to create a workflow so that multiple documents can be scanned at one time and routed to the appropriate user for further processing.	Compliant	Tyler Content Management Workflows
32	Ability for users to search for scanned documents within the system.	Compliant	
33	Ability to support quick retrieval of all case-related information, including scanned documents, in the courtroom by an authorized user.	Compliant	

Court Management System Specifications: Financial

Financial Tracking			Response	Comments
#	Requirement			
	General			
1	The CMS financial module is a self-contained accounting and finance system that communicates with the ERP financial system sending daily reports and key adjustments made in order to balance the General Ledger.		Compliant	
2	Provide for integrated financial tracking for court, traffic, parking and any court-defined fees.		Compliant	
3	Provide fine and fee capabilities utilizing the same database as the rest of the system so that items, such as changing an address of a defendant will change the address of the restitution paves.		Compliant	
4	Provide a ledger detail of all payments made.		Compliant	
5	Ability to support a flexible, user-defined and maintained account structure that enables funds to be distributed to appropriate payor based upon court orders.		Compliant	
6	Ability to support a flexible, user-defined and maintained account structure that enables funds to be disbursed to appropriate case cost types and other accounts (e.g., city, county, state, victims).		Compliant	
7	Ability to compute and enter monetary penalties (e.g., fines, fees, restitution) based on court orders received.		Compliant	
8	Ability for authorized users to establish and maintain standard tables for costs, fees and fines.		Compliant	
9	Ability to compute and produce costs and fees based on the occurrence of specific events (e.g., drug testing fees).		Compliant	
10	Ability to auto-create and link user-defined fees based on the creation of initial penalties (e.g., traffic fine automatically creates Court Technology fee).		Compliant	
11	Ability to manually enter case note information upon receipt of notification of fee payment by payee to an outside agency.		Compliant	
12	Ability to establish, maintain, and track various types of bank accounts.		Compliant	
13	Ability to designate own account numbers that links back to the original ticket and be able to make payments through online portal.		Alternative Method	Account numbers are not required for defendant to pay online. Payment group numbers are established for defendant on a payment plan, and those numbers can be used to access their payment group and pay online.
14	Online portal capability to search with account number in order to pay.		Alternative Method	Account numbers are not required for defendant to pay online. Payment group numbers are established for defendant on a payment plan, and those numbers can be used to access their payment group and pay online.
15	Ability to compile a text file that shows daily adjustments for the general ledger.		Compliant	
16	Ability to integrate with AMS or City's current credit card transaction service for online payment system.		Alternative Method	Online payments must be routed through a Tyler approved gateway in order to direct the payments to the City's merchant bank of choice.
17	Ability to create unique batch number for daily reports.		Compliant	
18	Automate daily summary data to send to financial system, include to following:			

**Court Management System
Specifications: Financial**

19	Receivables	Alternative Method	Tyler does not designate cases as receivables in the ledger. However, a report of cases that the City would consider collectible can be produced for entry as a mass journal entry, if desired.
20	Cash Receipts	Compliant	
21	Bonds	Compliant	
22	Revenue	Compliant	
23	State Payables	Compliant	
24	Dispositions	Alternative Method	If by dispositions, this means the clearing of a receivable, see note above.
25	Ability to create daily aging reports and deposit reports based on adjudication date.	Alternative Method	Aged Reports follow National Center For State Court - CourtTools definitions to include: Filed, Violation, or Status Date.
26	Ability for Finance department to query transaction data but not able to make changes to the transactions.	Compliant	
	Payments		
27	Provide for the collection and allocation of payments made by court involve parties.	Compliant	
28	Ability to support mail-in, walk-up, and internet based payments.	Compliant	
29	Ability to support kiosk and interactive voice response (IVR) payment by phone.	Compliant	Tyler offers a Web service API as an add-on feature
30	Ability to automatically and manually allocate payments for one case or multiple case financial obligations.	Compliant	
31	Ability to associate a payment with the proper case and defendant when funds are collected.	Compliant	
32	Ability to accept full, partial or installment payments by various methods.	Compliant	
33	Ability to pre-establish the priority of fees or costs paid when partial payments are collected, and apply the payments accordingly.	Compliant	
34	Ability to accept multiple types of payments in a single transaction.	Compliant	
35	Ability to accept a single payment for multiple cases with the ability to process each case credit separately.	Compliant	
36	Ability to accept and record funds collected from other state, local and private agencies for payment of specific case and payee's costs and fees.	Compliant	
37	Ability to produce a summary for each cashier, including each type of payment (e.g., cash, check, credit card, fee waiver).	Compliant	
38	Ability to accept transactions that arrive after the end-of-business day close to be entered as transactions for the next business day.	Compliant	
39	Ability to produce payment notices.	Compliant	
40	Ability to create payment schedules, collect payments, apply payments collected to scheduled amount due (e.g., amount in judgment) and produce reports on overdue amounts (e.g., for previously waived fees).	Compliant	
41	Ability to account for restitution so that it correlates with A/P in order to pay the victim.	Compliant	

**Court Management System
Specifications: Financial**

42	Ability for online banking from a payment aggregator.		Compliant	To clarify if you are referring to allowing a violator to set up reoccurring payments through the online web portal, Yes, we are compliant
Receipts				
43	Ability to print receipts for payees.		Compliant	
44	Ability to generate, print and reprint multiple receipts from one financial transaction covering payment for multiple cases.		Compliant	
Delinquencies				
45	Ability to batch process delinquent payment report generation and printing.		Compliant	
46	Ability to batch process delinquent payment letter generation and printing; letters must include the following information: Payee Name, Payee Address, Total Due, Set Amount of Payment, Case Number.		Compliant	
47	Ability to identify (i.e., input or calculate) and record payment delinquencies, generate alerts when scheduled payments are not made (e.g., for unpaid assessments now due), and take or prompt the user to take appropriate action (e.g., refer to collection court or notify appropriate court and judge)		Compliant	
Juror Financials				
48	Ability to display electronic bank statements and perform electronic bank settlements and Reconciliations		Alternative Method	We have a check register, Payable Register, and ability to search payments from date range. If request for the ability to import bank statement for reconciliation, that is not available.
49	Ability to produce payment record that pays juror for each date the juror reports		Compliant	
50	Ability to pay juror on daily basis or at completion of service		Compliant	
51	Provide the ability to track juror payments to identify the amount reimbursable by state		Compliant	
52	Ability for jurors to donate their pay to charity via list of charities		Compliant	
53	Report showing charity statistics		Compliant	
54	Ability to export to Excel for Accounts Payable (provide list of ERP systems interfaced)		Alternative Method	integrate AP with Tyler Incode 10, Incode, and Munis. Not necessarily done through Excel. Can discuss custom integration, if needed.

Court Management System Specifications: Warrants

Records Management			Response	Comments
#	Requirement			
	Warrant Functions			
1	Ability to issue, track, recall, and edit warrants.		Compliant	
2	Ability to track bonding companies (e.g., active/inactive/revoked, amount of money bonded, names of defendants bonded, bond due dates, bond forfeited).		Compliant	
3	Ability for authorized users to track bonds (e.g., post/paid, used, forfeited, refunded, released).		Compliant	
4	Ability for authorized users to track cash bonds separately so that the Finance Department is able to reconcile the cash bond fund.		Compliant	
5	Ability for authorized users to change a cash bond amount if different from the amount originally set on the warrant form.		Compliant	
6	The capability to interface or interact with the CCSO jail system or software, Vigilant, and automated calling system.		Compliant	Using warrant export
7	Capability to run reports by Address, Phone Number, Zip Codes, Amounts, and Work Information, License Plates, age, DOB, and sex		Compliant	
8	Connect with region as well as TCIC/NCIC (Two way push)		Non-Compliant	On roadmap to complete
9	The system should queue warrants by geographic location on one of the following geographic basis Mapsco Coordinates, zip code, street name by block number range.		Compliant	
10	Have the capability for Marshals to Map warrants on their MDC in the field		Non-Compliant	
11	Have the ability to attach or print out the defendants picture on the warrant itself.		Compliant	
12	Ability to be able to attach Officers Photo to his bio in the court system		Non-Compliant	
13	Ability to take a picture of the defendant at the window and attach it to the case.		Compliant	
14	Provide the ability to view any document associated with a case in warrant statue including but not limited to the image of the original citation, the complaint letter, the judgement and the warrant for the warrant confirmation.		Compliant	
15	Provide the ability to queue confirmed warrants for which there has been no response from other agencies. Provide the ability for an outside agency (McKinney PD) to electronically search the court systems warrant database for confirmation procedures.		Compliant	Utilizing DataXchange and Tyler Online Records Search
16	Automate the generation of the HIT-Slip (Tool used to track the cases that have been confirmed on a specific individual)		Compliant	Understanding the Hit-Slip is a form/document, Utilizing Tyler Automated Macros can create these automatically using the scheduler
17	Provide the ability to store an image of any document utilized during the warrant process.		Compliant	
18	Provide the ability for the system to prompt the clerk if it cannot flag a case for warrant (Juvenile)		Compliant	
19	Provide the ability to unflag and reflag warrants		Compliant	
20	Provide the ability to electronically resend information to region if it was not accepted by them initially		Compliant	
21	Provide a list of all defendant associated with a given Vehicle Tag number when queried from the system.		Compliant	

Court Management System Specifications: Warrants

22	Provide Local arrest warrant information for any other cars tied to the individual in question	Alternate Method	
23	Provide a warrant notice worksheet(printable) containing the following information Last three know addresses, Defendants demographic information, employee information, know vehicle information	Non-Compliant	In Printable Forms, system can pull current work, home, mailing. Not last three of each but are viewable from history. This would be a Custom request if more address history is needed. Not included
24	Warrant Notices should be linked to a marshal that is attempting to serve a warrant	Compliant	Warrants can be assigned to an officer for service
25	Provide a web portal that Marshals can access via MDC to track activity completed in the field.	Alternate Method	System can be accessed through remote desktop software.
26	Produce productivity reports including number of people arrested, number of warrants served, activity completed that do not lead to arrest, number of warrants attempted, dollar amount of warrants cleared by arrest.	Modification	System has statistical reports. This would be a custom add-on cost for report.
27	Process arraignment activities in the case management system	Compliant	
28	Provide the ability to identify cases which have been processed by the collection agency VS the marshals.	Compliant	
29	Provide highlighting of searched words or phrases in returned text or image.	Compliant	

Court Management System Specifications: Prosecutor

Prosecutor Management		Requirement	Response	Comments
#	Prosecutor Functions			
1	Vendor must offer a base City Prosecutor CMS product that services multiple functional areas within an integrated package.		Compliant	
2	Incident: enter incident, upload digital media evidence, submit incidents, view rejected cases, request grand jury subpoena.		Alternative Method	Rejection can be at the Tyler Brazos Review level for approval. If filed with court case can be assigned rejection status.
3	Intake: receive and/or enter incident, receive and/or upload digital media evidence, assign attorney, make charging decision, select prosing, generate charging instruments.		Compliant	
4	Management: view cases, view pleas, view digital media evidence, add and/or edit work product notes, tag cases, task management, calendaring, manage discovery.		Compliant	
5	Administration: manage security, manage configuration, manage document templates, manage expunctions, manage NCIC codes, manage audit trail.		Compliant	
6	Integrations: Law Enforcement records management system, jail management system, court case management system, local data repositories.		Compliant	Standard interfaces exist for RMS systems, but need more information and discussion about other specifics of integration.
	Document Management			
7	Standard indictment text separate from the statute code can be attached to a statute. Indictment charges can be added and an indictment can be prepared, with access to this information restricted from unauthorized users. Defendant and case-specific information is electronically merged into the indictment template to create an RTF document, but we still maintain the flexibility to change the language in the indictment as needed without changing the main template.		Compliant	
8	Subpoenas can be easily produced. This type of document is restricted from viewing by unauthorized users until the subpoena is served. With a participating Police Department, when and how a subpoena is served can be viewed.		Compliant	
9	Additional functions within the PCMS allow for the assignment of attorneys/prosecutors to a case with the additional ability to designate the lead prosecutor, scheduling of court appearances, production of daily dockets with juveniles' names omitted, and categorization and listing the paperwork associated with a case.		Alternative Method	
10	Case specific notes can be entered and maintained for easy referral with viewing accessing specific to the prosecutor's office.		Compliant	Docket report can be customized to omit juvenile names.
11	Available reports include Court dockets, Case Listings by Court, Domestic Cases Without an Arrest, Current Protective Order List, Domestic Violence statistics, and Victimless Prosecution Statistics.		Alternative Method	
12	Ability to view defendant's criminal history in an organized format which includes, case numbers, offense, offense dates, lead attorneys, pending court dates, and disposition and into the system.		Compliant	Not all standard reports. Utilizing Tyler Report Writing Wizard
13			Compliant	
14	Ability to restrict from viewing by unauthorized users until the subpoena is served.		Compliant	
15	Ability to issue warrants.		Compliant	
16	Ability to generate documents or forms that can meet the following criteria:			
17	Generate Complaint/ Subpoena documents from within the CMS with key fields that are auto		Compliant	
18	Other fields will be free-form text boxes with ability to add notes		Compliant	

**Court Management System
Specifications: Prosecutor**

19	Ability to generate a separate Prosecutor File that has Superior Law enforcement in case documents need held away from Judge until they adjudicate and then can be released.	Alternative Method	Documents can be printed, attached, scanned into Tyler Content Management with Security Roles tied to Document Types
Security Management			
20	Victims' and witnesses' addresses, phone numbers, and personal information are entered on each case and secured if a confidentiality request has been filed.	Modification	Custom add-on cost - secure master name record based on witness association and confidential flag
21	Ability for support staff to repeatedly issue subpoenas without having to enter the same information multiple times.	Compliant	
22	Trial dates are entered on each case, which allows choosing the trial date and the designated court for multiple subpoenas rather than having to fill in these repetitive blanks for multiple	Compliant	
Reports and Queries			
23	Ability to create the following reports:		
24	Case Listings by Court	Compliant	
25	Cases Without an Arrest	Alternative Method	Tyler Report Wizard
26	Current Protective Orders List	Alternative Method	Tyler Report Wizard
27	Domestic Violence	Alternative Method	Tyler Report Wizard
28	Victimless Prosecutions	Alternative Method	Tyler Report Wizard
29	Search parameters for queries include:		
30	Case number	Compliant	
31	Court	Compliant	
32	Defendant or party name	Compliant	
33	Date of birth	Compliant	
34	Police case number	Compliant	
Additional Features			
35	Additional features for the prosecutor module are identified below:		
36	Ability to designate lead prosecutor	Compliant	
37	Ability to schedule court appearances	Compliant	
38	Ability to produce daily dockets with juveniles' names omitted	Alternative Method	Docket report can be customized to omit juvenile names.
39	Ability to categorize and list the paperwork associated with a case	Compliant	
40	Ability to add a charge, disposition, and sentence	Compliant	

Court Management System Specifications: Interfaces

Interfaces		Requirement	Response	Comments
#				
	General			
1	Provide an API (application programming interface) so that the City can create its own interfaces that interact with the system.		Compliant	Incode Web Service API
	Financial			
2	Ability to interface with Superior HTE financial systems.		Compliant	Standard GL Interface
	Single Sign-on			
3	Provide an interface to the Single Sign on system; Active Directory for On-Premise or Okta (or similar) for Cloud-based.		Compliant	Uses Active Directory domain authentication
	GIS Interface			
4	Ability to use data from the City's ESRI system in order to validate addresses.		Alternate method	Tyler recommends validating address in the Brazos system before import to the Court system. We do not perform validation in the Court product. Tyler is beta testing address certification through the USPS postal database
	Document Management			
5	Provide an interface with the Laserfiche for storage of final reports. Based upon a review of the selected vendor's RMS Document Management capabilities, the City will choose either to continue use of Laserfiche or use the vendor's integrated document management system.		Compliant	Not including in quote
	Law RMS/JMS			
6	Provide an interface to the Superior RMS/JMS		Compliant	Standard RMS interface
	Traffic Ticket Interface			
7	Provide an interface from Brazos traffic ticket system.		Compliant	
	Reporting			
8	Provide an interface with SSRS for reporting.		Compliant	SSRS can be used with Microsoft SQL database for reporting, however, a fully functional report writer is included with the product.
	Other External Data Exchanges/Interfaces			
9	Provide an interface to DPS for commercial motor vehicle violations.		Non compliant	With more information on scope, Tyler is willing to look at modification. Cost not included.
10	Provide information on how your CMS integrates to the following types of third party systems. Include the specific vendor's name and product:			
11	Financial Systems/ERP (Provide the list of financial/ERP systems which your system interfaces with)		Compliant	PeachTree, SpringBrook, Eden, GT, Munis, Solutions, Peoplesoft, HTE, Incode GL, Incode 10 GL
12	Law RMS/JMS (Provide the list of RMS/JMS systems which your system interfaces with)		Compliant	Brazos, APS, OSSI, AutoCite, Cardinal, PSSI, Redflex, DigiTicket, systems using Xerox file layout
13	Prosecutor Case Management System (Provide the list of prosecutor systems which your system interfaces with)		Non compliant	Prosecutor features are built within the Tyler Incode Software
14	Texas Law Enforcement Terminal System (TLETS) (state NCIC).		Non compliant	
15	Automated Fingerprint Identification System (AFIS).		Non compliant	

Court Management System Specifications: Reports

Reporting		Requirement	Response	Comments
#	Financial Reports			
1	Ability to generate the following type of report for a user-defined date range:			
2	Daily Cash Detail and Summary		Compliant	
3	Collections (e.g., daily, monthly)		Compliant	
4	Violation Ordinance Detail and Summary		Compliant	
5	Daily Payment Disbursements		Compliant	
6	Outstanding Balances by Fine/Fee Type		Compliant	
7	Outstanding Cash Bonds		Compliant	
8	Total Amount in Collections/Debt-Set Off		Compliant	
9	Total Amount Received from Collections/Debt-Set Off		Compliant	
10	Amounts Submitted to Collections/Debt-Set Off vs. Actually Collected		Compliant	
11	Total Amount Collected by Cost Code		Compliant	
12	Total Amount of Restitution Collected vs. Ordered		Alternative Method	Utilizing Tyler Report Writing Wizard
13	Ability to create daily aging reports and deposit reports based on adjudication date.		Alternative Method	Aged Reports follow National Center For State Court - CourTools definitions to include: Filed, Violation, or Status Date.
14	Ability to generate and print a batch delinquent payment report that minimally includes the following information: Payee Name, Payee Address, Case Number, Total Amount of Restitution, Total Amount Paid, Total Due, Set Amount of Payment, Last Payment Date, Last Payment Amount		Compliant	
15	Ability to generate a report listing any discrepancies between payments, receipts, offenders and cases over a user-defined time period for each cashier for whom the summary shows an imbalance for any type of payment.		Compliant	
16	Ability to print a daily cash receipts journal.		Compliant	
17	Ability to produce detailed and summary lists of financial transactions (e.g., voided transactions listed by type or chronologically) for specific accounts over user-defined periods (e.g., daily, monthly, life of case).		Compliant	
18	Ability to produce detailed and summary lists of financial transactions (e.g., court cost assessments, fee assessments, monetary judgments, voided transactions) for specific cases and defendants over specific periods (e.g., daily, monthly, life of case).		Compliant	
19	Ability to produce separate reports showing restitution received and monies disbursed (by victim) for each case or offender for a user-defined period.		Compliant	
20	Ability to verify financial responsibility to comply with Texas SB 1187 Effective 6/1/2017.		Compliant	Utilizing User Define Fields to indicate the Officer's affirmative verification indication.
	Activity Reports			
20	Ability to generate the following type of report for a user-defined date range:			
21	Number of cases filed by type (i.e., traffic, criminal, ordinance, commercial vehicle)		Compliant	

**Court Management System
Specifications: Reports**

22	Number of charges by type	Compliant	
23	Average number of charges per ticket or case	Alternative Method	Utilizing Tyler Report Writing Wizard
24	Number of cases set for arraignment	Compliant	
25	Number of citations issued by officer ID and officer assignment	Compliant	
26	Citation Summary by location (street and/or traffic grid)	Alternative Method	Utilizing Tyler Report Writing Wizard
27	Citation Profile Summary by Officer ID, including gender, race and age	Compliant	
28	Number of cases set for trial	Compliant	
29	Number of guilty, no contest, not guilty pleas entered by defendant	Compliant	
30	Number of cases dismissed by the judge or prosecutor	Compliant	
31	Number of diversions granted	Compliant	
32	Number of probations granted	Compliant	
33	Number of cases on diversion, including diversion end date	Compliant	
34	Number of cases on probation, including probation end date	Compliant	
35	Number of cases by case status and/or sub-status	Compliant	
36	Number of warrants issued, outstanding, recalled, set-aside, served	Compliant	
37	Number of hours of community service	Alternative Method	Utilizing Tyler Report Writing Wizard
38	Number of cases in collections with amounts (i.e., collected and outstanding)	Compliant	
39	Number of appeals filed in district court	Compliant	
40	Number of cases expunged	Compliant	
41	Number of cases assigned to a public defender	Alternative Method	Utilizing Tyler Report Writing Wizard
42	Number of cases on a payment plan	Compliant	
43	Amount of restitution collected	Compliant	
44	Number of payments made online	Compliant	
45	Dispositions by offense type	Compliant	
Productivity Reports			
46	Ability to generate the following type of report for a user-defined date range:		
47	Jury Service	Compliant	
48	Case Processing	Compliant	
49	Case Management	Compliant	
50	Attorney List	Compliant	
51	Customer Service	Alternative Method	Utilizing Tyler Report Writing Wizard
Docket Reporting			
52	Ability to produce a report for various dockets to include preliminary, final and courtroom versions.	Compliant	
53	Ability to customize the information that displays on the docket report.	Alternative Method	Utilizing Tyler Report Writing Wizard

Court Management System Specifications: Reports

54	Ability to produce a docket wrap-up with statistical information, including following: the number of defendants who failed to appear, number of cases granted on a continuance, number of cases set on a payment plan, number of cases sent to collections, number of cases that were issued a warrant		Standard Report produced by Data Range of action. To be Docket Specific - Utilizing Tyler Report Writing Wizard
State Reporting			
55	Ability to generate the following type of report for a user-defined date range:		
56	State Fee Assessment Report (monthly)	Compliant	
57	State Caseload Summary Report (annually)	Compliant	
58	Ability to send reports to Texas OCA for review.	Compliant	
Miscellaneous and Custom Reports			
59	Ability to integrate with SAP Crystal Reports software.	Compliant	Tyler Content Manager used Microsoft SQL database for metadata. Crystal Reports could be connected to underlying database to develop custom reports.
60	Ability to generate the following type of report for a user-defined date range:		
61	Court Monthly Report	Compliant	
62	Court Annual Report	Compliant	
63	Bond company reports (e.g., name of bonding company, amount bonded, number and names of defendants).	Compliant	
64	Offense report by officer and offense.	Compliant	
65	Audit report by case/ticket number showing information including: case/ticket number, defendant name, drivers license number and state, charge(s), violation date, case status, fees, fines, payments made with receipt number, balance due, and next court date (if applicable)	Compliant	
66	Ability to easily and quickly generate custom reports based on user defined fields. Refer to the "User-Defined Fields" tab in this Excel Workbook for field examples.	Compliant	
67	Ability to export all report data to desktop applications, including but not limited to Microsoft Word, Microsoft Excel, Microsoft Excel.	Compliant	

**Court Management System
Specifications: User Defined Fields**

User-Defined Fields for Reporting

#	Examples of user-defined fields
1	[Defendant]
2	LASTNAME=
3	FIRSTNAME=
4	MIDDLENAME=
5	SUFFIX=
6	RACE=
7	ETHNIC=
8	SEX=
9	BIRTHDATE=
10	SS#=
11	RESIDENT=
12	HEIGHT=
13	WEIGHT=
14	HAIRCOLOR=
15	EYESCOLOR=
16	STREET#=
17	STREETDIR=
18	ADDRESS2=
19	ADDRESS3=
20	CITY=
21	STATE=
22	ZIP=
23	PHONE1=
24	PHONE2=
25	[Citation]
26	TICKET#=
27	TICKETTYPE=
28	OFFICER=
29	POLICE#=
30	VIODATE=
31	VIOTIME=
32	TOWSTATUS=
33	TOWLOC=
34	DLNUMBER=
35	DLSTATE=
36	DLTYPE=

**Court Management System
Specifications: User Defined Fields**

37	DLEXPDATE=		
38	VIN#=		
39	TAGNUMBER=		
40	TAGSTATE=		
41	TAGTYPE=		
42	TAGEXPDATE=		
43	VEHMAKE=		
44	VEHMODEL=		
45	VEHSTYLE=		
46	VEHCOLOR=		
47	VEHTYPE=		
48	VEHYEAR=		
49	VEHINSP=		
50	[Violation]		
51	LOCATION=		
52	SIGNED=		
53	RADAR=		
54	DIRTRAVEL=		
55	DIRTURN=		
56	ZONETYPE=		
57	ACCIDENT=		
58	HMATERIAL=		
59	BLOOD1ST=		
60	BLOOD2ST=		
61	DISTRICT=		
62	COUNTY=		
63	ANIMAL=		
64	SEARCH=		
65	CONSENT=		
66	ARREST=		
67	CONTRABAND=		
68	CONTRTYPE=		
69	KNEWRACE=		
70	VEHICLESTP=		
71	COMMONNAME=		
72	LOCSTREET#		
73	LOCSTREETD=		
74	LOCSTREET=		
75	LOCSTREET#S=		

**Court Management System
Specifications: User Defined Fields**

76	LOCAPART#=		
77	LOCITY=		
78	LOCSTATE=		
79	LOCZIP=		
80	XSTREETDIR=		
81	XSTREET=		
82	XSTREETSUF=		
83	MAPREF=		
84	POLDIST=		
85	POLBEAT=		
86	POLZONE=		
87	ACTIVITY=		
88	[Charge_1]		
89	CMPLOYEE=		
90	STATUTE=		
91	SPEED=		
92	ZONE=		
93	COURTDATE=		
94	COURTIME=		
95	FINEOVR=		
96	ATTEMPTED AND UNABL		

Section Three - Infrastructure Requirements

Please complete the forms below.

GENERAL QUESTIONS	YES/NO or RESPONSE
1. If City provides hardware according to Vendor specifications, will the Vendor warrant the software?	<input checked="" type="checkbox"/> / <input type="checkbox"/>
2. What desktop OS does the system utilize?	Windows 7 Professional, Windows 8 or 8.1
3. What mobile OS does the system utilize?	Windows 7 Professional, Windows 8 or 8.1
4. Have you included requested infrastructure integration services?	<input checked="" type="checkbox"/> / <input type="checkbox"/>
On-Premise Questions	
5. Primary servers Make/Model specification	Any MS Windows Certified Server (Nationally recognized brand)
6. Do the primary application servers operate on MS Windows?	<input checked="" type="checkbox"/> / <input type="checkbox"/>
a. If yes, what versions?	MS Windows 2012 R2 Server
b. If not, what OS?	_____
7. Do any other application servers operate on MS Windows?	<input checked="" type="checkbox"/> / <input type="checkbox"/>
a. If yes, what versions?	MS Windows 2012 R2 Server
b. If not, what OS?	_____
Vendor-Hosted SaaS Questions	
8. Primary hosting service provider	Tyler Technologies, Inc.
a. Data Center locations	Dallas, TX and Yarmouth, ME
b. Description of infrastructure (hardware, software, OS, technology platform) used	Workstation Requirements: Hardware - Microsoft Windows Certified PC Processor - Pentium Core 2 Duo Memory - 2GB

**City of McKinney Courts
Court Management System RFP**

GENERAL QUESTIONS	YES/NO or RESPONSE
	Disk Space - 5GB available disk space Operating System - Windows 7 Professional, 8 or 8.1 Network: Gigabit Ethernet Network Environment: Latest Windows updates
c. Primary storage location of the City's data	Dallas, TX
d. Does the hosting provider utilize virtualization?	<input checked="" type="checkbox"/> / <input type="checkbox"/>
i. If yes, what software? (VM Ware or Hyper-V)	VMWare HA
e. Network bandwidth that can be provided, and identify options for dedicated bandwidth.	Citrix Receiver - Average use 30 kbps per connections Web Browser Client - Average use 150 kbps per connection
9. Hosting Service Data Security	
a. Dedicated, single-tenant environment?	<input type="checkbox"/> / <input checked="" type="checkbox"/>
i. If no, how will City's data be kept separated and secured from other systems?	Tyler has a shared infrastructure environment for you hosted client. Clients run their own instance of the application inside our datacenter
b. HIPAA and CJIS compliant?	<input type="checkbox"/> / <input checked="" type="checkbox"/>
c. Data ownership policy provided with proposal?	<input checked="" type="checkbox"/> / <input type="checkbox"/>
10. Dashboard web-portal provided for viewing load performance, user statistics, and problem records?	<input checked="" type="checkbox"/> / <input type="checkbox"/>
11. Describe Data Extraction Plan (including format and cost associated) for return of City data and expungement from Vendor system in event of service termination.	We will provide a standard SQL backup file to the clients. If another format is required there will be a time and material cost for specialized extraction.

**City of McKinney Courts
Court Management System RFP**

<u>Instructions</u>	
	<ul style="list-style-type: none"> Vendors proposing On-Premise (OP) client hosted solutions must respond to all sections with numbering marked with an A.
	<ul style="list-style-type: none"> Vendors proposing Vendor-hosted SaaS (SaaS) solutions must respond to all sections with number marked with a B.
	<ul style="list-style-type: none"> Vendors proposing both solutions must respond accordingly to both sections numbered with A and B.
	<ul style="list-style-type: none"> All other sections numbered without A or B must be answered by all vendors.

RFP Reference	Description	Conform With Specs Yes/No	Comments
3.2	System Architecture	<input checked="" type="checkbox"/> / <input type="checkbox"/>	
3.2.A	OP: System Diagram	<input checked="" type="checkbox"/> / <input type="checkbox"/>	
3.2.B	SaaS: Multi-Data Center Topology Diagram	<input checked="" type="checkbox"/> / <input type="checkbox"/>	
3.3	Infrastructure Specifications or Hosting Environment		
3.3A	Infrastructure Specifications		
3.3A.1	OP: Server Specifications	<input checked="" type="checkbox"/> / <input type="checkbox"/>	
3.3A.2	OP: Operating System and Related Software	<input checked="" type="checkbox"/> / <input type="checkbox"/>	
3.3A.3	OP: Disaster Recovery Solution	<input checked="" type="checkbox"/> / <input type="checkbox"/>	
3.3A.4	OP: Upgrades and Expansion	<input checked="" type="checkbox"/> / <input type="checkbox"/>	
3.3A.5	OP: Concurrent Operation	<input checked="" type="checkbox"/> / <input type="checkbox"/>	
3.3A.6	OP: Network Operating System and Protocol	<input checked="" type="checkbox"/> / <input type="checkbox"/>	
3.3B	Hosting Environment		
3.3B.1	SaaS: Hosting Provider and Infrastructure	<input checked="" type="checkbox"/> / <input type="checkbox"/>	
3.3B.2	SaaS: Data Security	<input checked="" type="checkbox"/> / <input type="checkbox"/>	
3.3B.3	SaaS: Disaster Recovery Management	<input checked="" type="checkbox"/> / <input type="checkbox"/>	
3.3B.4	SaaS: Identity Management	<input checked="" type="checkbox"/> / <input type="checkbox"/>	

**City of McKinney Courts
Court Management System RFP**

RFP Reference	Description	Conform With Specs Yes/No	Comments
3.3B.5	SaaS: Standards, Policies, and Regulatory Compliance	<input checked="" type="checkbox"/> / <input type="checkbox"/>	
3.4	Integration Services		
3.4.1	System Integration	<input checked="" type="checkbox"/> / <input type="checkbox"/>	
3.4.1A	On-Premise Solution Services	<input checked="" type="checkbox"/> / <input type="checkbox"/>	
3.4.1B	Vendor-Hosted SaaS Solution Services	<input checked="" type="checkbox"/> / <input type="checkbox"/>	
3.5	Reliability Requirements	<input checked="" type="checkbox"/> / <input type="checkbox"/>	
3.6	Performance Requirements	<input checked="" type="checkbox"/> / <input type="checkbox"/>	
3.7	End User Equipment		
3.7.1	Desktop Workstation	<input checked="" type="checkbox"/> / <input type="checkbox"/>	
3.7.2	Bar Coding	<input checked="" type="checkbox"/> / <input type="checkbox"/>	
3.7.3	Scanners	<input checked="" type="checkbox"/> / <input type="checkbox"/>	
3.7.4	Field Automation Equipment	<input checked="" type="checkbox"/> / <input type="checkbox"/>	

Section Three - Vendor Supplemental Information

Please add any additional supplemental information in this section.

Section Four - Service and Maintenance Requirements Response Form

Please complete the forms below.

GENERAL QUESTIONS	YES/NO or RESPONSE
1. Will you guarantee to make available 5 years of support for the proposed application system?	<input checked="" type="checkbox"/> / <input type="checkbox"/>
2. Are annual application upgrades and enhancements included when maintenance is purchased?	<input checked="" type="checkbox"/> / <input type="checkbox"/>
3. Do you offer a "Help Line" for application system problems?	<input checked="" type="checkbox"/> / <input type="checkbox"/>
4. What is your guaranteed response time for an application "Help Line" Call?	Tyler provides LIVE support, which means we answer support calls as they come in, (except for extremely high volume call times, such as end-of-year) When calls do go into a queue, we evaluate call priority. For "Critical" level calls, responses are generally within 10-30 minutes, for "High Priority" calls, we try to respond within 30 minutes to 1 hour, and for "Standard" calls, we respond within 2-3 hours. For "Standard" and other non-critical calls, we encourage our clients to utilize the online support web portal and support email, which frees up our phone lines for more critical calls to be answered in a timelier manner.
5. What is your average response time for a software maintenance call?	See above

**City of McKinney Courts
Court Management System RFP**

GENERAL QUESTIONS	YES/NO or RESPONSE
a. What hours of support are you offering?	7am-7pm CST
6. Location of primary support center	Lubbock, TX
On-Premise Questions	
7. Do you provide a cost-free application maintenance period?	<input checked="" type="checkbox"/> / <input type="checkbox"/>
a. If yes, how long, and when does it begin?	1 year after Go-Live
Vendor-Hosted SaaS Questions	
8. Sample Service Level Agreement provided?	<input checked="" type="checkbox"/> / <input type="checkbox"/>

**City of McKinney Courts
Court Management System RFP**

<u>Instructions</u>	
▪	Vendors proposing On-Premise (OP) client hosted solutions must respond to all sections with numbering marked with an A .
▪	Vendors proposing Vendor-hosted SaaS (SaaS) solutions must respond to all sections with number marked with a B .
▪	All other sections numbered without A or B must be answered by all vendors.

RFP Reference	Description	Conform With Specs Yes/No	Comments
4.2	General Maintenance Provisions		
4.2A	On-Premise Maintenance Provisions	<input checked="" type="checkbox"/> / <input type="checkbox"/>	
4.2B	Vendor Hosted SaaS Maintenance Provisions	<input checked="" type="checkbox"/> / <input type="checkbox"/>	
4.3	Updates & Enhancements	<input checked="" type="checkbox"/> / <input type="checkbox"/>	
4.4	System Maintenance	<input checked="" type="checkbox"/> / <input type="checkbox"/>	
4.5	Support Requirements	<input checked="" type="checkbox"/> / <input type="checkbox"/>	

Section Four - Vendor Supplemental Information

Please add any additional supplemental information in this section.

Section Five – Acceptance Testing Requirements Response Form

Please complete the form below.

RFP Reference	Description	Conform with Specs Yes/No	Comments
5.2	Testing	<input checked="" type="checkbox"/> / <input type="checkbox"/>	
5.3	System Acceptance	<input checked="" type="checkbox"/> / <input type="checkbox"/>	

Section Five - Vendor Supplemental Information

Please add any additional supplemental information in this section.

Section Six - Implementation Requirements Response Form

Please complete the forms below.

- 6.1.1 What IT staffing do you recommend to support implementation of your system? [Note this refers to the implementation processes, not ongoing support]

TBA - There are no specific requirements for IT support staff. Depending on the size of the City's current IT staff, Tyler can assist with additional scope requirements.
- 6.1.2 How many copies will you provide of the following documentation?

 - Application System Documentation
 - User Operations Manual

System documentation is online and can be printed as many times as necessary
Tyler's user manuals are online and can be printed as many times as necessary
- 6.1.3 How many hours of project management will you provide to City?

Please see the detailed Investment Summary for details
- 6.1.4 Have you attached your proposed implementation plan and Gantt Chart? /

Does your quotation satisfy the following subsections

RFP Reference	Description	Conform With Specs Yes/No	Comments
6.2	General Implementation Requirements		
6.2.1	Conduct of Work	<input checked="" type="checkbox"/> / <input type="checkbox"/>	
6.2.2	Use of Facilities	<input checked="" type="checkbox"/> / <input type="checkbox"/>	

**City of McKinney Courts
Court Management System RFP**

Section Six - Implementation Requirements Response Form

6.2.3	Qualifications of Implementation Staff	<input checked="" type="checkbox"/> / <input type="checkbox"/>	
6.2.4	Documentation	<input checked="" type="checkbox"/> / <input type="checkbox"/>	
6.3	Project Management		
6.3.1	Coordination	<input checked="" type="checkbox"/> / <input type="checkbox"/>	
6.3.2	Scheduling	<input checked="" type="checkbox"/> / <input type="checkbox"/>	
6.4	Site Planning	<input checked="" type="checkbox"/> / <input type="checkbox"/>	
6.5	Business Process Review	<input checked="" type="checkbox"/> / <input type="checkbox"/>	
6.6	Coordination Meetings	<input checked="" type="checkbox"/> / <input type="checkbox"/>	
6.7	Phase-in Requirements	<input checked="" type="checkbox"/> / <input type="checkbox"/>	
6.8	Acceptance Testing	<input checked="" type="checkbox"/> / <input type="checkbox"/>	
6.9	Training		
6.9.1	Training Guidelines	<input checked="" type="checkbox"/> / <input type="checkbox"/>	
6.9.2	System Training and Documentation Requirements	<input checked="" type="checkbox"/> / <input type="checkbox"/>	
6.9.3	Training Schedule	<input checked="" type="checkbox"/> / <input type="checkbox"/>	
6.9.4	Training Environment	<input checked="" type="checkbox"/> / <input type="checkbox"/>	
6.9.5	Training Volumes	<input checked="" type="checkbox"/> / <input type="checkbox"/>	
6.9.6	Ongoing Training	<input checked="" type="checkbox"/> / <input type="checkbox"/>	
6.10	Implementation Plan	<input checked="" type="checkbox"/> / <input type="checkbox"/>	

Section Six - Vendor Supplemental Information

Please add any additional supplemental information in this section.

The Implementation Sample Gantt chart is included here as a reference tool to see the most ideal scenario for your software implementation. This is merely a suggested timeline, and is in no way a commitment from Tyler.

- Stage 1 - Initiate & Plan - Weeks 1-4
- Stage 2 - Assess & Define - Weeks 5-8
- Stage 3 - Build & Validate - Weeks 9-12
- Stage 4 - Testing & Training - Weeks 13-18
- Stage 5 - Production Cutover - Weeks 18-21
- Stage 6 - Phase/Project Closure - Week 22
- **Data Conversion - Weeks 9-14
- CHANGE MANAGEMENT - WEEKS 1-22

Tyler’s implementation process demonstrates our long-term commitment to our public sector clients. Our implementation process is a project roadmap that takes you from software installation up to the daily, normal use of the new software system. Tyler’s goal is to provide the best software, services and support to you, our clients. Your organization benefits from the fact that we perform our own implementations and know our software better than anyone. As a Tyler client, you receive guidance throughout implementation from experienced Tyler professionals who have implemented Tyler products in more than 8,000 public sector implementation projects.

PROVEN APPROACH

Tyler utilizes a proven stage-driven implementation approach. An approach of this nature is preferable because it allows for ongoing validation of system decisions throughout the project as improved knowledge is learned and shared during each stage. The stages build on one another, allowing the project to progress with the goal of delivering a refined and mature solution which meets your policies and procedures, while taking into account best practices recognized in the industry. Moreover, this approach ensures that process-specific details are mastered prior to moving to each subsequent stage. A formalized sign off process, defined by major objectives, deliverables and outcomes, is the key to a successful implementation.

METHODOLOGY

Tyler’s methodology is straightforward and based on three vital foundations: industry experience, expert resources, and a globally-recognized project management approach. We combine our in-house expertise in successful implementations and integrate it with the principles of the Project Management Institute® (PMI), a globally recognized organization dedicated to the project management profession.

City of McKinney Courts Court Management System RFP

Utilizing the five process groups outlined in the PMI's PMBOK® (Project Management Body of Knowledge) Guide — Initiating, Planning, Executing, Monitoring and Controlling, and Closing — we deliver a tested and proven approach to every project. We have integrated industry tools and technologies from PMI with Tyler's implementation experience, to yield a proven approach that is tailored specifically to the public sector. Our project managers are trained to maintain the professional standards of PMI.

Tyler's trained personnel perform and guide all aspects of an implementation. Our staff consists of seasoned professionals with years of experience, and unique and proprietary skills, specialized in managing and delivering projects focusing on your business processes. Our implementation process also emphasizes the importance of cultural change management. This is how we guide you 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. The proof of our approach is in the outcome — a successful implementation.

Throughout a project, we establish control points (critical review points) to ensure your organization fully understands and accepts the project progress. It is at these check points that your stakeholders monitoring the overall project must formally accept the project to date. Once there is formal acceptance, the project will proceed to the next stage.

Tyler takes pride in our implementation process and deliverables. We focus on you and setting you up for success. Our product experts strive to gain understanding of your needs and current business practices, while recommending best practices to best leverage your new technology. Our implementation process positions you to successfully utilize Tyler products at go-live and to consume the new technology developments delivered through our software releases and upgrades.

IMPLEMENTATION METHODOLOGY OVERVIEW

The Tyler approach, built upon PMI process groups and our industry expertise, is depicted on the following high-level illustration.

WORK BREAKDOWN STRUCTURE

PMI utilizes a Work Breakdown Structure, or WBS, to depict overall project work. Tyler uses this key PMI tool to show our implementation approach in greater detail.

STAGE 1: INITIATE & PLAN

This stage of the implementation process commences once a contract has been signed. The project starts with the implementation team comprised of your executive sponsor, project leader and the Tyler project manager, who work together to define project expectations and establish a baseline project plan and schedule. During the Initiation stage, the Tyler team leads discussions with you to begin system infrastructure planning, outline goals and timelines, and finalize processes for the implementation of all products in the scope of the project.

City of McKinney Courts Court Management System RFP

As part of the Planning step of this stage, project stakeholders within your organization are identified. These stakeholders monitor the overall project and are essential to a successful implementation. They ensure that the project is aligned with your larger goals. This group, in conjunction with Tyler's project manager, is responsible for monitoring the project and providing formal acceptance of each stage. Once stakeholders are determined, functional leaders are chosen for the project to provide expertise on your business processes. Implementation Management Plans are provided to all, which outline the management of scope, schedule, quality/testing, resources, communication, upgrades and risk. These plans may be updated in cooperation with the project team.

The Planning and Initiation stage concludes with a high-level project schedule Stakeholder Presentation to all of your key project stakeholders.

STAGE 2: ASSESS & DEFINE

The Assess and Define stage starts with a fundamental review to provide your project team with a preliminary knowledge transfer of how the system functions. The goal of this stage is to examine and analyze your unique business needs and to translate the findings into a system design plan as an output. Tyler's consultants and your subject matter experts perform a Current/Future State Analysis of your current and required future business processes. The system design plan addresses key business drivers, which ensures that all requirements for a successful implementation are presented and accepted. Additional outputs of this stage consist of a plan addressing and identifying data conversions, standard data exchanges to third party systems, and forms and reports.

The Assess and Define stage concludes with a formal acceptance of the defined deliverables and project outcomes.

STAGE 3: BUILD & VALIDATE

After the system is built, your internal team will work with the Tyler team to establish and validate the system configuration and complete due diligence for systems readiness during the Build & Validate stage. Your project staff validate the system design, converted data, standard third party data exchanges, forms and reports. A strategic component of this stage ensures the key individuals are trained and enabled for self-sufficient system operations.

Once trained, validation and testing procedures commence in an iterative fashion for data conversions, third party data exchanges, employee and citizen-facing forms, and key stakeholder reports.

This stage is considered completed when the primary/key users have reviewed the system configuration to ensure that they are in alignment with the business processes, goals and objectives of the project.

STAGE 4: FINAL TESTING & TRAINING

The Final Testing & Training stage is designed to facilitate maximum knowledge transfer. Together with the Tyler project manager and implementation consultants, we will develop a cutover plan which will detail the critical items that need to be completed in order to go live,

City of McKinney Courts Court Management System RFP

such as: final trainings, interface testing and validation, conversion cutover schedule and timing, User Acceptance Testing (UAT) and the training schedule to roll-out the system. Prior to end-user training, your users will follow detailed test scripts through a UAT process to ensure proper validation of the system is performed. UAT ensures that all data and configuration needs have been met and that the software is ready for day-to-day business processing.

This stage concludes with final training for your end users and formal approval of the system's readiness to support your business processes prior to moving forward to go-live.

STAGE 5: PRODUCTION CUTOVER

The vital stage of Production Cutover is comprised of production and post production support. Final data conversion is completed as necessary. All the prior training and planning now culminates as your organization is self-sufficient within the new Tyler environment. Now you are operating in the production environment with the support of the Tyler project team. If required or planned upon during the initial stages, post-live education and training is implemented.

The phase closes with a transition to the product support team.

STAGE 6: PHASE/PROJECT CLOSURE

The final stage of implementation, Phase/Project Closure, is to bring a formal closure to the project phases, or to the whole Tyler implementation if no additional phases are required. Through a formal project close-out meeting and acceptance from stakeholders, both teams formalize the completion of a successful Tyler implementation. The deliverables completed through the project close-out meeting may include such topics as lessons learned, a review of accomplishments and final acceptance of the project work completed.

Section Seven – McKinney Contractual Requirements & City Forms

Please complete the form below as necessary.

Spec #	Contractual Requirement/Terms and Conditions Exceptions
	<p>Tyler’s negotiation philosophy is to balance the rights and responsibilities of both Tyler and the City of McKinney (“the City”), taking into account issues of special importance to each. The following exceptions are based on Tyler’s standard contract. Tyler reserves the right to negotiate any and all terms to the mutual satisfaction of the parties. Tyler, in the performance of services, will comply with all applicable laws, ordinances, orders, decrees and regulations; however, Tyler reserves the right to review and discuss with the City specific laws and regulations that the City wishes to incorporate into the final contract, including the applicability of the Uniform Commercial Code. Tyler retains all intellectual property and confidentiality rights in and to our proprietary and/or confidential information and deliverables.</p>
Section 4.0	<p>Service and Maintenance Requirements (pages 29-32): Tyler’s maintenance and support agreement and support call process are included in Tyler’s standard contract, a copy of which is being provided with Tyler’s Proposal response. For as long as the City has a current Maintenance Agreement in place, Tyler warrants that the Tyler software will substantially conform to the functional descriptions of the Tyler software contained in Tyler’s Proposal, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current documentation. Tyler’s support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern), excluding days on which Tyler is closed for a holiday. Incidents are assigned a priority level in accordance with the chart contained in the support call process exhibit. Year 1 maintenance and support fees are waived through the earlier of (a) availability of the Tyler Software for use in a live production environment; or (b) one (1) year from the Effective Date. Year 2 maintenance and support fees, at our then-current rates, are payable on that earlier-of date, and subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof. Your fees for each subsequent year will be set at our then-current rates.</p>
Section 5.0	<p>Acceptance Testing Requirements (page 33): Tyler is willing to negotiate a mutually agreeable acceptance process. Any such process must provide that final acceptance will be issued when the Tyler software operates in live production without Priority Level 1 Defect, as defined in the support call process attached to Tyler’s standard contract as an exhibit, for a mutually agreeable period of time.</p>
Section 6.0	<p>Implementation Requirements (pages 34-40): Tyler will provide information on representative Tyler personnel. We are unable to assign personnel to a project</p>

**City of McKinney Courts
Court Management System RFP**

Spec #	Contractual Requirement/Terms and Conditions Exceptions
	until Tyler is selected and a contract is signed, in an effort to most effectively use resources. In the event Tyler personnel provide services that do not conform to Tyler’s services warranty, Tyler will be given an opportunity to correct the deficiency. In the event the deficiency persists, the City may require the removal of personnel in question. Except for reasons outside its control, Tyler will not remove Tyler personnel providing ongoing services from the City’s implementation without the City’s prior written consent. Tyler conducts routine background checks as part of pre-employment screening. Any additional background checks for Tyler personnel providing onsite services must be mutually agreed to by Tyler and the City. Tyler warrants that it will perform services in a professional, workmanlike manner, consistent with industry standards. In the event Tyler provides services that do not conform to this warranty, Tyler will re-perform the services at no additional cost to the City. Tyler does not provide data dictionaries. Tyler’s Proposal includes a sample project plan. Tyler will deliver the actual project plan upon obtaining further information from the City.
Section 8.0	Price Requirements (pages 42-43): Tyler’s Proposal contains estimates of the amount of services and associated expenses needed, based on the size and scope of the City’s project. The actual amount of services and expenses depends on such factors as the City’s level of involvement in the project and the speed of knowledge transfer. If required, Tyler will provide a not-to-exceed quote once the scope of services has been finalized.
Attachment A3	General Conditions of Bidding and Terms of Contract, I.(J) Patents and Copyrights (page 3): Tyler will indemnify the City from intellectual property infringement by the Tyler software and/or documentation, in accordance with the terms of Tyler’s standard contract.
Attachment A3	General Conditions of Bidding and Terms of Contract, I.(K) Samples, Demonstrations and Testing (page 3): Tyler does not understand how this provision is applicable to our engagement, and reserves the right to discuss further.
Attachment A3	General Conditions of Bidding and Terms of Contract, L. Acceptability (page 3): Tyler does not understand how this provision is applicable to our engagement, and reserves the right to discuss further. Tyler is willing to negotiate a mutually agreeable acceptance process.
Attachment A3	General Conditions of Bidding and Terms of Contract, III. (C) Funding (page 3): If the City should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in the contract, or other means of performing the same functions of such products, the City may unilaterally terminate the contract upon thirty days’ prior written notice to Tyler. Upon termination, the City shall remit payment for all products and services delivered to the City and all expenses incurred by Tyler prior to Tyler's receipt of the termination notice. The City will not be entitled to a refund or offset of previously paid license and other fees.
Attachment A3	General Conditions of Bidding and Terms of Contract, IV. Contract (page 3): Tyler prefers to use the standard Tyler contract as the basis for beginning contract

**City of McKinney Courts
Court Management System RFP**

Spec #	Contractual Requirement/Terms and Conditions Exceptions
	<p>negotiations, as it contains language specific to the software industry, such as license grant and intellectual property infringement; however, Tyler is amenable to accommodating the City's contract requests by incorporating Tyler's contract documents into the standard City form. The exceptions contained herein are representative only, provided for evaluation purposes. Tyler reserves the right to negotiate all terms to the mutual satisfaction of the parties, as Tyler has successfully done in its previous contracts with the City. Tyler's standard practice is not to include a termination for convenience provision in its contracts, given the significant investments made by both parties to the procurement and implementation. Tyler relies instead on its termination provisions for cause, non-appropriation, and/or force majeure. Additionally, the City may terminate the contract for cause in the event Tyler fails to cure a material breach within thirty days of the City's invocation of dispute resolution. The City will make payment to Tyler for all undisputed products, services and expenses delivered or incurred through the effective date of termination. Payment for disputed products, services and expenses, and the City's remedies, will be determined through the mutually agreed dispute resolution process. Furthermore, if the City should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in the contract, or other means of performing the same functions of such products, the City may unilaterally terminate the contract upon thirty days' prior written notice to Tyler. Upon termination, the City shall remit payment for all products and services delivered to the City and all expenses incurred by Tyler prior to Tyler's receipt of the termination notice. The City will not be entitled to a refund or offset of previously paid license and other fees. Tyler shall indemnify and hold harmless the City 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; or Tyler's violation of a law applicable to our performance under this Agreement. The City must notify Tyler promptly in writing of the claim and give us sole control over its defense or settlement. The City agrees to provide Tyler with reasonable assistance, cooperation, and information in defending the claim at our expense. Additionally, Tyler will indemnify the City from intellectual property infringement by the Tyler software and/or documentation, in accordance with the terms of Tyler's standard contract. Tyler will provide the City with the warranties as detailed in Tyler's standard contract and disclaims any and all such other warranties. Neither party may assign the contract without the prior written consent of the other party, except that Tyler may, without the prior written consent of the City, assign the contract in its entirety to the surviving entity of any merger or consolidation or to any purchaser of substantially all of Tyler's assets.</p>

**City of McKinney Courts
Court Management System RFP**

Spec #	Contractual Requirement/Terms and Conditions Exceptions

Section Seven – City of McKinney Contractual Requirements & City Forms

You are required to complete any required City forms, provided in Attachment A3. Please submit original signatures on the original written proposal submission and .pdf versions electronically. Include all of the forms in Appendix 1 – Completed City Forms of your proposal.

**City of McKinney Courts
Court Management System RFP**

Section Eight - Price Proposal

Please complete the forms below.

Summary Sheet: Project Charges

	Description		Charges	
1.	Hardware <i>(Detail on Section 8.1)</i>		\$7,275	Complete
2.	Operating Software <i>(Detail on Section 8.2)</i>		\$N/A	Complete
3.	Application Software <i>(Detail on Section 8.3)</i>		\$276,250	Complete
4.	Training <i>(Detail on Section 8.4)</i>			
		Project Hours		
5.	Services <i>(Provide a brief description of the services that will be provided in Section 8.5)</i>			
	1. Requirements Planning and Design	_____	\$Included	Complete
	2. Business Process Engineering	_____	\$Included	Complete
	3. Systems Engineering	_____	\$N/A	Complete
	4. Project Management	Variable	\$12,500	Complete
	5. Testing	_____	\$Included	Complete
	6. Travel Expenses		\$16,499	Complete
	7. Delivery/Handling		\$Included	Complete
	8. Data Conversion	Variable	\$31,000	Complete
	9. Document Imaging (Required)		\$TBD	Complete
	10. Document Imaging (Optional)		\$_____	Complete
	11. Performance Bond		\$N/A	Complete
	12. Payment Bond		\$N/A	Complete
	13. Maintenance Bond		\$N/A	Complete
	14. Other Online Setup	_____	\$800	Complete
	15. Other Training (no data field above)	_____	\$56,000	Complete
	16. Other _____	_____	\$_____	Complete
	17. Other _____	_____	\$_____	Complete
	Total Services:	_____	\$116,799	
	Total Project:		\$400,324	
		Discount:	\$_____	
	TOTAL PROJECT:		\$_____	
6.	Maintenance – Annual Cost <i>(Detail in Section 8.6)</i>			
	Hardware and Software <i>(Provide 5-year breakdown)</i>		\$_____	Year 2
	Application Software <i>(Provide 5-year breakdown)</i>		\$_____	Year 2
7.	Vendor-Hosted SaaS – Annual Cost <i>(Detail in Section 8.7)</i>			
	Annual Subscription <i>(Provide 5-year breakdown)</i>		\$_____	Year 1
	Annual Escalation		_____%	Per year

**City of McKinney Courts
Court Management System RFP**

Section 8.1 Hardware - Initial - Purchase

List all equipment items (e.g., Servers, Signature Pads, Printers, Network Upgrades as needed, and all related components) included in your proposal. Use additional sheets as required and number all pages. Include any network and mobile hardware. Transfer the total to Summary Sheet, Line 1. Hardware.

Item Number	Description	QTY	Unit Cost \$	Extended Cost \$
Hardware				
TM-i6000	Epson Thermal Receipt Printer	3	\$1,050	\$3,150
N/A	MediaPlus Cash Drawer	3	\$200	\$600
T-L462	Topaz Signature Pad	3	\$400	\$1,200
U4500	Fingerprint Reader	3	\$125	\$375
DR-C125	Canon Sheetfed Scanner	3	\$525	\$1,575
_____	Install Assistance	_____	\$_____	\$375
_____	_____	_____	\$_____	\$_____
_____	_____	_____	\$_____	\$_____
_____	_____	_____	\$_____	\$_____
_____	_____	_____	\$_____	\$_____
_____	_____	_____	\$_____	\$_____
_____	_____	_____	\$_____	\$_____
_____	_____	_____	\$_____	\$_____
_____	_____	_____	\$_____	\$_____
_____	_____	_____	\$_____	\$_____
_____	_____	_____	\$_____	\$_____
_____	_____	_____	\$_____	\$_____
_____	_____	_____	\$_____	\$_____
_____	_____	_____	\$_____	\$_____
_____	_____	_____	\$_____	\$_____
_____	_____	_____	\$_____	\$_____
_____	_____	_____	\$_____	\$_____
_____	_____	_____	\$_____	\$_____
_____	_____	_____	\$_____	\$_____
_____	_____	_____	\$_____	\$_____
TOTAL HARDWARE COST				\$7,275

**City of McKinney Courts
Court Management System RFP**

Section 8.2 Operating Software - Initial – Purchase

List all operating software items (e.g., Operating Systems, Database Management Systems, and System Utilities) included in your proposal. Use additional sheets as required and number all pages. Include any network and mobile software. Transfer the total to Summary Sheet, Line 2. Operating Software.

Item Number	Description	QTY	Unit Cost \$	Extended Cost \$
Operating Software Database and Utilities				
_____	_____	_____	\$_____	\$N/A
_____	_____	_____	\$_____	\$_____
_____	_____	_____	\$_____	\$_____
_____	_____	_____	\$_____	\$_____
_____	_____	_____	\$_____	\$_____
_____	_____	_____	\$_____	\$_____
_____	_____	_____	\$_____	\$_____
_____	_____	_____	\$_____	\$_____
_____	_____	_____	\$_____	\$_____
_____	_____	_____	\$_____	\$_____
_____	_____	_____	\$_____	\$_____
_____	_____	_____	\$_____	\$_____
_____	_____	_____	\$_____	\$_____
Total Operating Software, Database and Utilities Cost				\$_____

**City of McKinney Courts
Court Management System RFP**

Section 8.3 Application Software - Initial – Purchase

List all software modules included in your proposal. Use additional sheets as required and number all pages. Transfer the total to Summary Sheet, Line 3. Application Software.

Item Number	Description	Seats or Licenses	Unit Cost \$	Extended Cost \$
Court Management System				
_____	Criminal Court Case Management, Includes:	unlimited	\$_____	\$234,0000
_____	- Tyler Jury	_____	\$_____	\$_____
_____	- Cashiering	_____	\$_____	\$_____
_____	- Incode Scheduling	_____	\$_____	\$_____
_____	- Brazos Interface	_____	\$_____	\$_____
_____	- Web Services API x 3	_____	\$_____	\$_____
_____	- Texas TLETS/Region Warrant Interface	_____	\$_____	\$_____
_____	- Court/Police Interface - OSSI	_____	\$_____	\$_____
_____	- General Ledger Interface - Naviline	_____	\$_____	\$_____
_____	- Jury Data Import	_____	\$_____	\$_____
_____	- Tyler DataXchange	_____	\$_____	\$_____
_____	- Collection Agency Interface	_____	\$_____	\$_____
_____	_____	_____	\$_____	\$_____
_____	Tyler Content Management, Includes:	_____	\$_____	\$27,250
_____	- Secure Signatures	_____	\$_____	\$_____
_____	- Tyler Output Director	_____	\$_____	\$_____
_____	_____	_____	\$_____	\$_____
_____	Software Modification per Specifications	_____	\$_____	\$15,000
_____	_____	_____	\$_____	\$_____
_____	_____	_____	\$_____	\$_____
_____	_____	_____	\$_____	\$_____
Total				\$276,250

**City of McKinney Courts
Court Management System RFP**

Section 8.6 Maintenance

Maintenance must be complete as specified in RFP Section 4. The maintenance or license charges for the first year must be included in the system purchase prices on Line 6. Maintenance – Annual Cost, of the Price Summary Sheet.

Application Software

Court Management System

Court Suite Complete	\$0	\$52,910	\$55,555	\$58,333	\$61,250
_____	\$_____	\$_____	\$_____	\$_____	\$_____
_____	\$_____	\$_____	\$_____	\$_____	\$_____
_____	\$_____	\$_____	\$_____	\$_____	\$_____
_____	\$_____	\$_____	\$_____	\$_____	\$_____
_____	\$_____	\$_____	\$_____	\$_____	\$_____
_____	\$_____	\$_____	\$_____	\$_____	\$_____
_____	\$_____	\$_____	\$_____	\$_____	\$_____
_____	\$_____	\$_____	\$_____	\$_____	\$_____

Other

_____	\$_____	\$_____	\$_____	\$_____	\$_____
_____	\$_____	\$_____	\$_____	\$_____	\$_____
_____	\$_____	\$_____	\$_____	\$_____	\$_____
_____	\$_____	\$_____	\$_____	\$_____	\$_____
_____	\$_____	\$_____	\$_____	\$_____	\$_____
_____	\$_____	\$_____	\$_____	\$_____	\$_____
_____	\$_____	\$_____	\$_____	\$_____	\$_____
_____	\$_____	\$_____	\$_____	\$_____	\$_____
_____	\$_____	\$_____	\$_____	\$_____	\$_____
_____	\$_____	\$_____	\$_____	\$_____	\$_____

Provide the percentage annual charge for application software maintenance, if applicable:
20%

Provide the general maintenance program proposed (items covered or excluded, response time, hours of coverage, etc.)
Tyler offers LIVE telephone support on our toll-free support hotline (7am-7pm CST M-F). For urgent or complex questions, users received unlimited telephone software support. On-line submission (portal) for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.

Section 8.6 Maintenance

Maintenance must be complete as specified in RFP Section 4. The maintenance or license charges for the first year must be included in the system purchase prices on Line 6. Maintenance – Annual Cost, of the Price Summary Sheet.

Our E-mail support allows our clients to ask unlimited detailed questions, attach documents and screenshots, and explain the issues so that our staff can create a resolution efficiently. Tyler Community – your direct link to thousands of Tyler software users across the country, as well as Tyler personnel in support, implementation, sales, etc.

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler’s holiday schedule is outlined below.

There will be no support coverage on these days.

- New Year’s Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

INCIDENT TRACKING

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

INCIDENT PRIORITY

Each incident is assigned a priority number, which corresponds to the client’s needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. The goal of this structure is to help the client clearly understand and communicate the importance of the issue and to describe expected responses and resolutions.

PROBLEM ESCALATION

The goal of the Tyler Support department is to provide technical assistance to Tyler Product users in overcoming issues, understanding certain functionality, and recommending approaches to various situations.

An incident is originated when a customer contacts Tyler’s support staff. Support can be contacted via the toll free support line, e-mail, or the support website. The incident can be received in several different ways via our flexible support systems.

If the support incident is received via the toll-free support line, a support representative will create and log the support issue into our help desk system. The support representative will

Section 8.6 Maintenance

Maintenance must be complete as specified in RFP Section 4. The maintenance or license charges for the first year must be included in the system purchase prices on Line 6. Maintenance – Annual Cost, of the Price Summary Sheet.

take ownership of the incident and see it to resolution. The support representative will use many different resources to resolve the issue including on-line help, Knowledge Base, advisors, team leaders, managers, and software developers.

If the support incident is received via e-mail or online support portal, an incident is created and a support representative will contact the customer based on a combination of the priority of the issue and the order that the issue was received. The support representative will take ownership of the incident and see it to resolution. The support representative will use many different resources to resolve the issue including on-line help, Knowledge Base, advisors, team leaders, managers, and software developers.

The Team Leaders and Manager of Support Services monitor the status of all support incidents received during the day. In situations where the Team Leaders or Manager identify an incident that needs escalation, the Team Leader or Manager may manually escalate the incident or assign it to a specific support representative. If the software support representative cannot resolve the incident, they have several different levels of help in order to resolve the incident in a timely manner. The levels are as follows: Support Specialist > Advisor > Team Leader > Manager of Support Services > Director of Client Services.

INCLUDED UPDATES - EVERGREEN PHILOSOPHY

Tyler has proven history of providing upgrades and enhancement releases on a continual basis, which are available to all clients. Our Evergreen Philosophy ensures that those upgrades and enhancements are provided at no cost to those current with their annual software maintenance contract.

Enhancement releases take place every year and are scheduled with the client to provide the best possible timeframe for both the client and Tyler. Upgrades, however, occur periodically and are initiated by the client at any time via the Internet through a process called Live Update, making the process as convenient as possible for our clients. Patches and fixes are provided to the client through Live Update as well.

With over 800 professionals working with Tyler's software and almost half of those in Development and Implementation, we have successfully migrated many of our customers through three generations of software. Tyler views this software development and migration as a stewardship of your annual maintenance dollars. Those dollars are invested on behalf of our customers into new products and features, continually taking advantage of current technology.

**City of McKinney Courts
Court Management System RFP**

Section 8.7 Annual Subscription Costs

If applicable, list all software modules included in your proposal. Use additional sheets as required and number all pages. Provide breakdown of 5-year costs. Transfer the total, 1st year cost and annual escalation percentage to Summary Sheet, Line 7 - Vendor-Hosted SaaS.

Item Number	Description	Seats or Licenses	Unit Cost \$	Annual Cost \$
Applications				
_____	DDRS - Application Availability	_____	\$_____	\$10,582
_____	Hosted Applications, Including:	_____	\$_____	\$_____
_____	- Online Payments	_____	\$_____	\$1,200
_____	- Online Record Search	_____	\$_____	\$3,500
_____	- Jury Online	_____	\$_____	\$3,500
_____	_____	_____	\$_____	\$_____
_____	_____	_____	\$_____	\$_____
_____	_____	_____	\$_____	\$_____
_____	_____	_____	\$_____	\$_____
_____	_____	_____	\$_____	\$_____
_____	_____	_____	\$_____	\$_____
Total				\$19,582
Other				
_____	_____	_____	\$_____	\$_____
_____	_____	_____	\$_____	\$_____
_____	_____	_____	\$_____	\$_____
_____	_____	_____	\$_____	\$_____
_____	_____	_____	\$_____	\$_____
_____	_____	_____	\$_____	\$_____
_____	_____	_____	\$_____	\$_____
_____	_____	_____	\$_____	\$_____
_____	_____	_____	\$_____	\$_____
_____	_____	_____	\$_____	\$_____
_____	_____	_____	\$_____	\$_____
_____	_____	_____	\$_____	\$_____
Total Other				\$_____

SAMPLE CONTRACTS

Please see the Tyler Technologies standard Terms and Conditions contract in this section of this RFP Response. Tyler Technologies is willing to negotiate contract terms to suit both parties upon award of contract.

SAMPLE



LICENSE AND SERVICES AGREEMENT¹

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

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **“Agreement”** means this License and Services Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means [INSERT CLIENT NAME].
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date on which your authorized representative signs the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.

¹ HIGHLIGHTED PROVISIONS INDICATE PROVISIONS THAT MAY OR MAY NOT APPLY TO THE PARTICULAR CLIENT/CONTRACT. DURING CONTRACT NEGOTIATIONS, THOSE PROVISIONS WILL BE ADJUSTED AS NECESSARY.

Sample Contracts

- **“Investment Summary”** means the agreed upon cost proposal for the software, products, and services attached as [Exhibit A](#).
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as [Exhibit B](#).
- **“Maintenance and Support Agreement”** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as [Exhibit C](#).
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as [Exhibit E](#).
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as [Schedule 1 to Exhibit C](#).
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as [Exhibit D](#).
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.

Sample Contracts

- 1.2 Without limiting the terms of Section 1.1, you understand and agree that the Postal Xpress, Transparency Portal and Tyler Notify modules set forth in the Investment Summary are licensed to you on a subscription basis. If you do not pay the required annual fee in accordance with the Invoicing and Payment Policy, your license to use the associated module will be suspended unless and until payment in full has been made.
- 1.3 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 1.4 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.
- 1.5 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
- 1.6 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
- 1.7 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**
2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee set forth in the Investment Summary. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.
4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

Sample Contracts

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work/our industry standard implementation plan. We will finalize that documentation with you upon execution of this Agreement.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation,

Sample Contracts

sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.

7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

SECTION D – MAINTENANCE AND SUPPORT

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

- (i) receive the lowest priority under our Support Call Process;
- (ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
- (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
- (iv) be charged for a minimum of two (2) hours of support services for every support call; and
- (v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

SECTION E – THIRD PARTY PRODUCTS

Sample Contracts

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.
 - 2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.
 - 2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.
 - 2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not

Sample Contracts

have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

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

SECTION G – TERMINATION

1. For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I(3). In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.
2. Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement effective on the final day of the fiscal year through which you have funding. You will make every effort to give us at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.
3. Force Majeure. Except for your payment obligations, either you or we may terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
 - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole

Sample Contracts

control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

- 1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

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

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

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

4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).

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

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

SECTION I – GENERAL TERMS AND CONDITIONS

Sample Contracts

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

Sample Contracts

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver

Sample Contracts

or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in

Sample Contracts

the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. Performance Bond. Within ten (10) days of the Effective Date, we will secure a performance bond for the fee set forth in the Investment Summary, which is payable according to the Invoicing and Payment Policy. The bond will have an initial term of twenty-four (24) months. In the event you desire to extend or renew that term, you will provide timely notice of your request to us. You will be responsible for the cost of the extended or renewed bond, and any such extension or renewal is subject to surety approval.
23. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy Schedule 1: Business Travel Policy
Exhibit C	Maintenance and Support Agreement Schedule 1: Support Call Process
Exhibit D	Third Party Terms
Exhibit E	Statement of Work

Sample Contracts

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

Tyler Technologies, Inc.

[INSERT CLIENT NAME]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

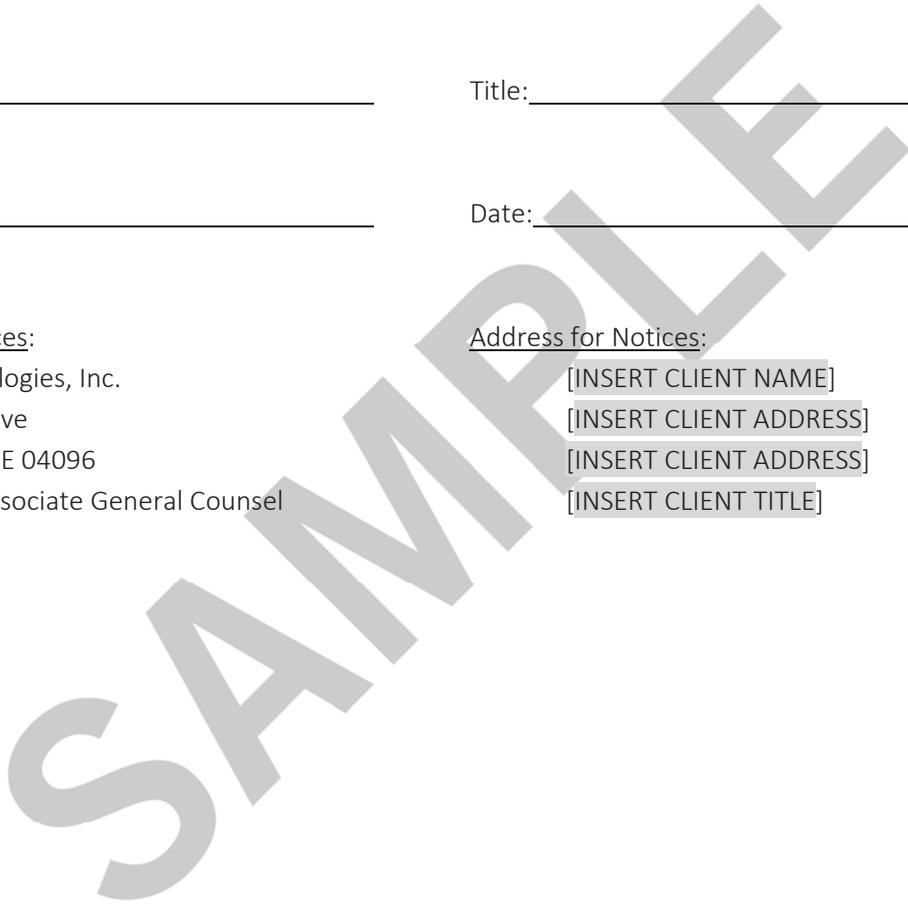
Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Associate General Counsel

Address for Notices:

[INSERT CLIENT NAME]
[INSERT CLIENT ADDRESS]
[INSERT CLIENT ADDRESS]
[INSERT CLIENT TITLE]





SOFTWARE AS A SERVICE AGREEMENT²

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

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

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means [INSERT CLIENT NAME].
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Concurrent Users"** means the number of concurrent users that are authorized to use the SaaS Services. The Defined Concurrent Users for the Agreement are [INSERT].
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.

² HIGHLIGHTED PROVISIONS INDICATE PROVISIONS THAT MAY OR MAY NOT APPLY TO THE PARTICULAR CLIENT/CONTRACT. DURING CONTRACT NEGOTIATIONS, THOSE PROVISIONS WILL BE ADJUSTED AS NECESSARY.

Sample Contracts

- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date on which your authorized representative signs the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.

Sample Contracts

- “you” and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Concurrent Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(8).
2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Concurrent Users and amount of Data Storage Capacity. You may add additional concurrent users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Concurrent Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).

SAMPLE

Sample Contracts

3. Ownership.

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

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

3.3 You retain all ownership and intellectual property rights to the Data.

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

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(8), below, the SLA and our then current Support Call Process.

6. SaaS Services.

6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 16, Type 2. We have attained, and will maintain, Type II SSAE compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our SSAE-16 compliance report or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.

6.2 You will be hosted on shared hardware in a Tyler data center, but in a database dedicated to you, which is inaccessible to our other customers.

Sample Contracts

6.3 We have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.

6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.

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

6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule.

6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned data. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.

6.8 We provide secure data transmission paths from each of your workstations to our servers.

6.9 For at least the past ten (10) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies. Our data centers are accessible only by authorized personnel with a unique key entry. All other visitors must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

SECTION C – OTHER PROFESSIONAL SERVICES

8. Other Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work/our industry standard implementation plan. We will finalize that documentation with you upon execution of this Agreement.
9. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
10. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
11. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are

Sample Contracts

unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

12. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
13. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
14. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
15. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
 - 15.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version);
 - 15.2 provide telephone support during our established support hours;
 - 15.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 15.4 make available to you all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 15.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

Sample Contracts

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

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

SECTION D – THIRD PARTY PRODUCTS

5. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
6. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
7. Third Party Products Warranties.
 - 7.1 We are authorized by each Developer to grant access to the Third Party Software.
 - 7.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

Sample Contracts

7.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

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

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is five (5) years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).

Sample Contracts

- 4.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
- 4.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
- 4.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
- 4.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.
- 4.5 Fees for Termination without Cause during Initial Term.³ If you terminate this Agreement during the initial term for any reason other than cause, Force Majeure, or lack of appropriations, or if we terminate this Agreement during the initial term for your failure to pay SaaS Fees, you shall pay us the following early termination fees:
- a. if you terminate during the first year of the initial term, 100% of the SaaS Fees through the date of termination plus 75% of the SaaS Fees then due for the remainder of the initial term;
 - b. if you terminate during the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 50% of the SaaS Fees then due for the remainder of the initial term; and
 - c. if you terminate after the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 25% of the SaaS Fees then due for the remainder of the initial term.

³ IF SERVICES HAVE BEEN PRICED SEPARATELY FROM SAAS FEES, THEN THE APPLICABLE PERCENTAGES ARE 25%, 15% AND 10%.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

7. Intellectual Property Infringement Indemnification.

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

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

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

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

8. General Indemnification.

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

Sample Contracts

with reasonable assistance, cooperation, and information in defending the claim at our expense.

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

9. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

10. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(2), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).

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

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

SECTION H – GENERAL TERMS AND CONDITIONS

24. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
25. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
26. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
27. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
28. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

Sample Contracts

29. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
30. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
31. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
32. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
33. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
34. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
35. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
36. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

Sample Contracts

37. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
38. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
39. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
40. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
- (e) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (f) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (g) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (h) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

Sample Contracts

41. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
42. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
43. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
44. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
45. Contract Documents. This Agreement includes the following exhibits:
- | | |
|-----------|--|
| Exhibit A | Investment Summary |
| Exhibit B | Invoicing and Payment Policy
Schedule 1: Business Travel Policy |
| Exhibit C | Service Level Agreement
Schedule 1: Support Call Process |
| Exhibit D | Third Party Terms |
| Exhibit E | Statement of Work |

Sample Contracts

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

Tyler Technologies, Inc.

[INSERT CLIENT NAME]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Associate General Counsel

Address for Notices:

[INSERT CLIENT NAME]
[INSERT]
[INSERT]
Attn:

SAMPLE



Exhibit A Investment Summary

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

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SAMPLE



Exhibit B Invoicing and Payment Policy

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

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

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. **Other Tyler Software and Services.**
 - 2.1 *Project Planning Services:* Project planning services are invoiced upon delivery of the implementation planning document.
 - 2.2 *VPN Device:* The fee for the VPN device will be invoiced upon installation of the VPN.
 - 2.3 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.⁴

⁴ IF IMPLEMENTATION SERVICES, ETC. ARE QUOTED AS PART OF SAAS FEES, REPLACE THIS TEXT WITH: "IMPLEMENTATION AND CONVERSION SERVICES ARE QUOTED AS PART OF YOUR SAAS FEES, AND WILL BE INVOICED AS SET FORTH ABOVE."

Sample Contracts

- 2.4 *Consulting Services*: If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Business System Design document, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
- 2.5 *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.⁵
- 2.6 *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in the Maintenance and Support Agreement.
- 2.7 *Other Fixed Price Services*: Other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document.
- 2.8 *Change Management Services*: If you have purchased any change management services, those services will be invoiced in the following amounts and upon the following milestones:

Acceptance of Change Management Discovery Analysis	15%
Delivery of Change Management Plan and Strategy Presentation	10%
Acceptance of Executive Playbook	15%
Acceptance of Resistance Management Plan	15%

⁵ REMOVE IF IMPLEMENTATION AND CONVERSION SERVICES FEES ROLLED INTO SAAS FEES.

Sample Contracts

Acceptance of Procedural Change Communications Plan	10%
Change Management Coach Training	20%
Change Management After-Action Review	15%

3. Third Party Products.

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

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

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

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

5. Credit for Prepaid Maintenance and Support Fees for Tyler Software. Client will receive a credit for the maintenance and support fees prepaid for the Tyler Software for the time period commencing on the first day of the SaaS Term.⁶

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank: Wells Fargo Bank, N.A.
420 Montgomery
San Francisco, CA 94104

⁶ USE FOR FLIP CONTRACTS WHERE THE SAAS TERM BEGINS BEFORE THE END OF THE ANNUAL MAINTENANCE TERM.

Sample Contracts

ABA: 121000248
Account: 4124302472
Beneficiary: Tyler Technologies, Inc. – Operating

SAMPLE



Exhibit B Schedule 1 Business Travel Policy

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 advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven 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 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.

B. Rental Car

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

C. Public Transportation

Sample Contracts

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

Sample Contracts

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 are available at www.gsa.gov/perdiem.

SAMPLE

Sample Contracts

A. Overnight Travel

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

Departure Day

Depart before 12:00 noon

Lunch and dinner

Depart after 12:00 noon

Dinner

Return Day

Return before 12:00 noon

Breakfast

Return between 12:00 noon & 7:00 p.m.

Breakfast and lunch

Return after 7:00 p.m.*

Breakfast, lunch and dinner

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

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

- Breakfast 15%
- Lunch 25%
- Dinner 60%

B. Same Day Travel

Sample Contracts

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

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

5. Internet Access – Hotels and Airports

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

SAMPLE



Exhibit C

SERVICE LEVEL AGREEMENT

I. Agreement Overview

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

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

Attainment: The percentage of time the Tyler Software is available during a calendar quarter, with percentages rounded to the nearest whole number.

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

Downtime: Those minutes during which the Tyler Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

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

III. **Service Availability**

The Service Availability of the Tyler Software is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

a. Your Responsibilities

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

Sample Contracts

You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and support tickets to confirm that Downtime for which we were responsible indeed occurred.

We will respond to your Downtime report within 30 day(s) of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA per quarter will not exceed 5% of one quarter of the then-current SaaS Fee. The total credits confirmed by us in one or more quarters of a billing cycle will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Every quarter, we will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected calendar quarter will be posted to next billing cycle
100%	<95%	5% credit of fee for affected calendar quarter will be posted to next billing cycle

You may request a report from us that documents the preceding quarter's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

IV. Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

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

V. Force Majeure

You will not hold us responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.

SAMPLE



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

Support Availability

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

Sample Contracts

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking

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

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.

Sample Contracts

Priority Level	Characteristics of Support Incident	Resolution Targets
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues

Sample Contracts

- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D MyGovPay/VirtualPay and IVR

1. MyGovPay/VirtualPay Licensing. Access to MyGovPay and/or Virtual Pay is hereby granted if Customer elects to use MyGovPay or VirtualPay, products of Tyler Technologies (*Powered by Persolvent*), designed for Citizen Users to use for processing online payments.

(a) Special MyGovPay/VirtualPay Definitions.

"Merchant Agreement" means the agreement between Customer and Persolvent that provides for the Merchant Fees.

"Merchant Fees" means direct costs levied by Visa/Mastercard/Discover or other payment card companies for Interchange Fees, Dues, Assessments and Occurrence Fees, over which Tyler Technologies has no authority.

"MyGovPay" means the Product of Tyler Technologies that allows members of the public to pay for Customer's services with a credit or other payment card on the Customer's citizen-facing web portal.

"Persolvent" means Persolvent, formerly BankCard Services Worldwide, a Payment Card Industry (PCI) compliant processing agent through which the EnerGov Software passes credit card transactions.

"Use Fees" means the Technology Fees, Authorization Fees and Program/Convenience Fees as listed in Use Fees Table in Section 2, titled *MyGovPay/VirtualPay*.

"VirtualPay" means the Product of Tyler Technologies that allows the Customer to accept and process citizen user's credit or other payment card using the EnerGov Software.

(b) Conditions of Use. If customer elects to use MyGovPay and/or VirtualPay the following terms apply:

- (1) Customer must apply for and agree to a Merchant Agreement with Persolvent.
- (2) Customer agrees that Citizen Users will be subject to Use Fees as listed in Use Fees table in Section 2.

Sample Contracts

- (3) Customer agrees that Use Fees are separate from and independent of Merchant Fees.
- (4) Customer agrees that this Agreement does not represent any modification to Customer's Merchant Agreement with Persolvent.
- (5) Customer agrees that Use Fees are for use on the MyGovPay/VirtualPay online system and will not be deposited or owed to Customer in any way.
- (6) Customer agrees that MyGovPay's and VirtualPay's ability to assess Use Fees is dictated by the Card Associations whose rules may change at any time and for any reason. If MyGovPay and/or VirtualPay, for any reason, are unable to process payments using Use Fees, Customer agrees that MyGovPay/VirtualPay reserves the right to negotiate a new pricing model with Customer for the continued use of MyGovPay and/or VirtualPay.

2. MyGovPay/VirtualPay Fees. Customer agrees that the Use Fees set forth on the following page will apply if Customer elects to use MyGovPay/VirtualPay.

USE FEES TABLE FOLLOWS ON NEXT PAGE

Sample Contracts

Use Fees

EnerGov's MyGovPay (Online / card-not-present payments)**

	MyGovPay (Online Payments)	MyGovPay (Online Payments)
	Percentage Based Fee	+ Transaction Fee
Option 1: Government Entity Paid	2.79%	\$0.20
Option 2: Patron Paid	3.29%	N/A

**ACH processing is available for a fee of \$20 per month and \$0.30 per transaction.

EnerGov's VirtualPay (retail card present)

	VirtualPay (Retail Payments)	Virtual Pay (Retail Payments)
	Percentage Based Fee	+ Transaction Fee
Option 1: Government Entity Paid	2.59%	\$0.15
Option 2: Patron Paid	2.99%	N/A

Patron Paid fees will be communicated as "Service Fees" to the cardholder, at the time of transaction. In the event that the average monthly transaction amount is below \$30, Contractor reserves the right to apply an additional \$0.20 service fee above the quoted rates above.

Sample Contracts

3. Interactive Voice Response (“IVR”). If IVR is selected by Customer and included in the pricing, the following additional terms and conditions shall apply of this Agreement:

(a) Network Security. Customer acknowledges that a third-party is used by Tyler Technologies to process IVR data. Customer’s content will pass through and be stored on the third-party servers and will not be segregated or in a separate physical location from servers on which other customers’ content is or will be transmitted or stored.

(b) Content. Customer is responsible for the creation, editorial content, control, and all other aspects of content to be used solely in conjunction with the EnerGov Software.

(c) Lawful Purposes. Customer shall not use the IVR system for any unlawful purpose.

(d) Critical Application. Customer will not use the IVR system for any life-support application or other critical application where failure or potential failure of the IVR system can cause injury, harm, death, or other grave problems, including, without limitation, loss of aircraft control, hospital life-support system, and delays in getting medicate care or other emergency services.

(e) No Harmful Code. Customer represents and warrants that no content designed to delete, disable, deactivate, interfere with or otherwise harm any aspect of the IVR system now or in the future, shall be knowingly transmitted by Customer or Users.

(f) IVR WARRANTY. Except as expressly set forth in this Agreement, TYLER TECHNOLOGIES MAKES NO REPRESENTATION AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR IVR.



Exhibit E

Statement of Work

TO BE INSERTED

Sample Contracts

SOFTWARE SOURCE CODE ESCROW AGREEMENT TERMS AND CONDITIONS

IN CONSIDERATION OF the terms and conditions of the Agreement and other good and valuable consideration, the parties hereto agree as follows:

ESCROW AGREEMENT. Tyler Technologies agrees to name, _____ hereinafter CLIENT, as a beneficiary in accordance with the provisions of the Software Escrow Service Agreement Tyler Technologies maintains with an independent escrow service.

PRICE. CLIENT agrees to pay an initial start-up fee of \$1500.00, due upon execution of this agreement. Future annual payments of \$1500.00 will be invoiced in the month prior to the renewal date and will be due in full for this agreement to continue in effect.

SOFTWARE SOURCE CODE COVERED. This Agreement applies to all Tyler Software Products for which CLIENT has paid the full agreed upon price of the Tyler Software license. If CLIENT acquires additional Tyler Software Products in the future, such software shall also be covered by this Agreement. If CLIENT fails to pay the Escrow fee when due, Tyler Technologies shall have the right in its sole discretion to suspend its performance or terminate this Agreement.

TERM. This Agreement shall become effective on the date executed by an officer of Tyler Technologies and shall have a term ending upon the last day of the month one year following that date.

A. This Agreement will automatically renew for subsequent one year terms unless either party gives the other party at least thirty days prior written notice of its intent not to renew. Fees for subsequent years are subject to change.

PROVISIONS. As a minimum requirement, Tyler Technologies agrees to provide the following service to CLIENT through an escrow agreement:

- A. Tyler Technologies will maintain a software escrow service agreement with an independent escrow service provider.
- B. Tyler Technologies will deposit a current copy of source code for all licensed Tyler Software Products and will update the deposit when a major revision of the software is released.
- C. If Tyler Technologies chooses to change the provider of the escrow service, Tyler Technologies will notify CLIENT of the name and address of the new escrow service provider.
- D. The provisions included in the escrow service agreement will include provisions for the beneficiary to receive access to the Tyler Software Products source code when the escrow service provider has received written instruction directly from Tyler Technologies, Tyler Technologies' trustee in bankruptcy, or a court of competent jurisdiction and payment to the escrow service provider of the deposit copying and delivery fees, then the escrow service provider will release a copy of the deposit materials to CLIENT.

Sample Contracts

ACCEPTED BY:

ACCEPTED BY:

Tyler Technologies, Inc.

[CLIENT NAME]

Local Government Division

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SAMPLE



EXHIBIT "H"
Client's Request for Proposal Bid Documents

[Remainder of page intentionally left blank]



CITY OF MCKINNEY

Purchasing Division: 1550 South College Street, Building D
P.O. Box 517
McKinney, Texas 75070

REQUEST FOR PROPOSAL

RFP Number:	17-70RFP
RFP Title:	Court Management System (CMS) RFP

Submittal Deadline	
Day:	Thursday
Date:	August 10, 2017
Time:	2:00 P.M. C.S.T.
Location:	Purchasing Division
Address:	1550 South College Street, Building D P.O. Box 517 McKinney, Texas 75070

RFP TIME LINE: The **anticipated** schedule for this RFP is as follows:

RFP Issue Date	July 11, 2017
Pre-Proposal Conference Call	July 21, 2017, 10:00–11:00 AM CST
Final Written Questions Due	July 25, 2017, 5:00 PM CST
Responses Addenda Posted	July 28, 2017
Proposal Submission Deadline	August 10, 2017, 2:00 PM CST

Table of Contents

1.0	<i>INTRODUCTION AND VENDOR INSTRUCTIONS</i>	1
1.1	Introduction.....	1
1.2	City of McKinney Background.....	1
1.3	Project Intent.....	2
1.4	Key System Functions.....	4
1.5	RFP Outline.....	5
1.6	Proposal Process Instructions.....	6
	1.6.1 Significant Dates.....	6
	1.6.2 Communication with the City of McKinney.....	6
	1.6.3 Pre-Proposal Conference Call & Questions.....	6
	1.6.4 Proposal Submittal.....	7
1.7	Definitive List of Proposal Contents.....	8
	1.7.1 Response Format.....	8
1.8	Evaluation & Award Process.....	11
1.9	Initial Evaluation Criteria.....	11
1.10	Final Evaluation.....	11
2.0	<i>BACKGROUND AND FUNCTIONAL REQUIREMENTS</i>	12
2.1	Introduction.....	12
2.2	Current Environment.....	12
	2.2.1 Application Systems Overview.....	12
	2.2.2 Detailed Applications System Description.....	13
	2.2.3 Current Infrastructure and Systems.....	16
2.3	Migration from the Current System.....	17
2.4	Future Direction.....	18
	2.4.1 Application Systems.....	18
	2.4.2 Infrastructure and Network.....	19
2.5	Functional Requirements.....	19
	2.5.1 Overall Functional Requirements.....	20
	2.5.2 Software Functional Requirements.....	21

**City of McKinney Courts
Court Management System RFP**

3.0	INFRASTRUCTURE REQUIREMENTS.....	22
3.1	Introduction.....	22
3.2	System Architecture.....	22
3.3	Infrastructure Specifications or Hosting Environment	23
	3.3A Infrastructure Specifications [For On-Premise Proposals]	23
	3.3A.1 Server Specifications	23
	3.3A.2 Operating System and Related Software.....	23
	3.3A.3 Disaster Recovery Solution.....	23
	3.3A.4 Upgrades and Expansion	24
	3.3A.5 Concurrent Operation.....	24
	3.3A.6 Network Operating System and Protocol.....	24
	3.3B Hosting Environment [For SaaS Proposals]	24
	3.3B.1 Hosting Provider and Infrastructure	24
	3.3B.2 Data Security	25
	3.3B.3 Disaster Recovery Management.....	25
	3.3B.4 Identity Management.....	26
	3.3B.5 Standards, Policies, and Regulatory Compliance.....	26
3.4	Integration Services	26
	3.4.1 System Integration.....	26
	3.4.1A On-Premise Solution Services.....	27
	3.4.1B Vendor-Hosted SaaS Solution Services.....	27
3.5	Reliability Requirements	28
3.6	Performance Requirements.....	28
3.7	End User Equipment.....	28
	3.7.1 Desktop Workstation	28
	3.7.2 Bar Coding	28
	3.7.3 Scanners	28
	3.7.4 Field Automation Equipment	28
4.0	SERVICE AND MAINTENANCE REQUIREMENTS.....	29
4.1	Vendor Instructions.....	29
4.2	General Maintenance Provisions.....	29
	4.2A On-Premise Maintenance Provisions	29
	4.2B Vendor-Hosted SaaS Maintenance Provisions	29
4.3	Updates & Enhancements	30

**City of McKinney Courts
Court Management System RFP**

4.4	System Maintenance	30
4.5	Support Requirements	30
5.0	ACCEPTANCE TESTING REQUIREMENTS.....	33
5.1	Vendor Instructions	33
5.2	Testing	33
5.3	System Acceptance	33
6.0	IMPLEMENTATION REQUIREMENTS.....	34
6.1	Vendor Instructions	34
6.2	General Implementation Requirements.....	34
6.2.1	Conduct of Work	34
6.2.2	Use of Facilities	34
6.2.3	Qualifications of Implementation Staff	34
6.2.4	Documentation	34
6.3	Project Management.....	36
6.3.1	Coordination	36
6.3.2	Scheduling	36
6.4	Site Planning.....	37
6.5	Business Process Review.....	37
6.6	Coordination Meetings	38
6.7	Phase-in Requirements.....	38
6.8	Acceptance Testing	38
6.9	Training	38
6.9.1	Training Guidelines.....	38
6.9.2	System Training and Documentation Requirements.....	38
6.9.3	Training Schedule	39
6.9.4	Training Environment	39
6.9.5	Training Volumes	39
6.9.6	Ongoing Training.....	39
6.10	Implementation Plan	40
7.0	CONTRACT REQUIREMENTS.....	41
7.1	Instructions	41
7.2	Terms	41

**City of McKinney Courts
Court Management System RFP**

8.0 PRICE REQUIREMENTS.....42

8.1 General Information 42

 8.1.1 Important Notice42

 8.1.2 Price Proposal Format.....42

 8.1.3 Evaluation Period42

8.2 Summary Price Proposal 42

8.3 Supporting Price Detail..... 43

 8.3.1 Response Sheets.....43

1.0 INTRODUCTION AND VENDOR INSTRUCTIONS

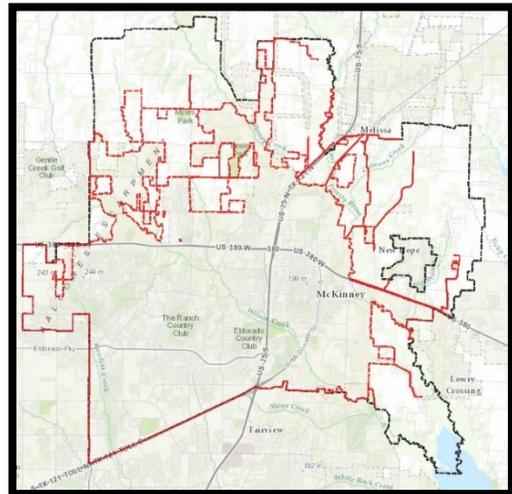
1.1 Introduction

The City of McKinney, Texas invites your company to provide a proposal for the implementation of a comprehensive, turnkey, fully-integrated Court Management System (CMS). The system may either be City-hosted or web-based (SaaS “software as a service”), hosted and fully supported by the vendor.

Services associated with the implementation of the Court Management System would include: project management, system design, hardware, any software customization to meet specifications, interface development, systems integration, data migration, testing, implementation and training.

1.2 City of McKinney Background

From its origins as a small rural city, McKinney is rapidly becoming one of Texas most successful and populous Cities, with a thriving and diversified economy. The City of McKinney, with a population of approximately 168,000 over a geographic area of approximately 68 square miles, is one of the largest population center in the County. McKinney is regularly one of the fastest growing cities in the nation. Economic expansion and a rapidly expanding population are increasing the future requirements placed upon City services every year.



The City’s 985 full-time and 400+ part-time staff offer a full line of services including: police, fire, maintenance of city streets and lighting, building inspection and permitting, code enforcement, electric, water, stormwater, sewer, sanitation, animal control services, development services, public works services, and parks & recreation. The McKinney Municipal Court handles all Class C Misdemeanor fine-only offenses as well as some civil cases. The Municipal Court conducts the following dockets/hearings: Open docket, Juvenile dockets, show cause hearings, bench trials, jury trials, attorney dockets and indigence hearings. The Municipal Court has its own Marshal’s division, who’s responsible for Court Security, transporting prisoners from other agencies and actively serving Class C Misdemeanor warrants.

The City acquired the Superior Naviline system over two decades ago. Since that time, it has enhanced the system’s capabilities through the implementation of Superior’s Click2Gov application which provides for more modern functionality, such as online payments. However, the system does not meet the City’s growing needs, especially in the areas of document generation, case management and a fully integrated financial system.

1.3 Project Intent

The City of McKinney is currently seeking to replace its current Superior Naviline court management system, including: Warrants, Citation, Case Management, Records Management, Reports Management, Financial Management, Jury Management, Prosecutor Features, e-file system for Attorneys, and Citizen Portal/Self-Service.

Proposals are being sought through this RFP for a project that includes acquisition of:

- Finance Capabilities (i.e., Funds Collection, Payment Plans, Funds Processing, Receipt Generation, Online Payment Portal, Accounts Receivable, Accounts Payable, General Financial Reporting to Naviline Finance Module, Purchasing, Non-Monetary Processes such as Community Service, Jail Time Credit, Tutoring Credit, and Fines Waived.);
- Case Management Capabilities (i.e., Case Initiation, Adjudication, Compliance, Jail Arraignment, Bonds, Electronic Ticketing, Citations, Scheduling and Calendar);
- Jury Management Capabilities (i.e., Jury Tracking, Master Jury List, Summoning, Qualification, Jury Pool Reimbursement, Post-Service Jury Management, Jury Self-Service, Performance Management/Reviews);
- Records Management Capabilities (i.e., Document Generation and Distribution, Served Documents Tracking, Document Utilities, Imaging, Scanning, Workflow Queries);
- Reports Management Capabilities (i.e., Ad Hoc Reporting, Management Reports, Local and State Reports, Financial Reports, Payments & Collections, Productivity Reports, Dockets, Adjustments);
- Warrants management (i.e., (Issue, Serve, Recall Warrants) GIS Mapping, Regional Warrants, Send delinquent warrants to the collection agency, etc.);
- Prosecutor Module (i.e., Free Form Complaints, etc.);
- E-file system for attorneys (i.e., File Motions, Continuances, Appeals, etc.);
- Integrated and Robust Citizen Portal/Self-Service Capabilities (i.e., ability to provide electronic access to appropriate case information for users outside the court including counsel, parties, justice system agencies, the general public);
- System Integration Services;
- Interfaces to certain City systems;
- Training; and
- Maintenance Services.

The City plans to implement an industry standard, commercial-off-the-shelf (COTS) modular software solution. The City is willing to consider a software-as-a-service solution. The City has standardized on the Microsoft Operating Systems platform and, as such, is seeking solutions that currently operate in the Windows 7, 8, 10 desktop, the 2012 r2 version of Windows Server, and Windows /iPad/Android environments. Solutions that incorporate Web Services Internet/Intranet technology will be considered.

City of McKinney Courts Court Management System RFP

It is critical to the success of this project that the vendors perform extensive business analysis and provide process improvement recommendations to take full advantage of the proposed solution's potential. Solutions that are inflexible and require complete changes to our existing process are unlikely to be selected. A balanced approach that allows for configuration changes to adjust the software to meet our needs is the most likely to succeed.

The objectives of this deployment include:

- Ability for documents and forms to be automated, e-signed and submitted electronically in order to achieve a paperless work environment;
- Ability to enter data into customized forms by free-form typing and drop boxes;
- Provide citizen self-service capabilities for Online Payments, Jury Portal, Submitting requests such as Defensive Driving, Deferred Disposition, and Compliance Dismissals;
- Move to a system that provides a high degree of configurable parameters instead of customization;
- A comprehensive finance module that is completely integrated with the Superior Naviline ERP system to allow for seamless transactional flow between the systems;
- Automate and integrate functions currently requiring manual intervention;
- Automate manual processes to reduce staff workloads;
- Reduce/eliminate redundant data entry;
- Provide improved data analysis and reporting through easy for average users to use, customizable reporting tools and modern analytical toolsets;
- Have a fully integrated Electronic Document Management System for file scanning, storage, electronic forms processing, and workflow;
- Ability to rapidly recover the CMS system from a critical failure event; and
- Encourage new process development.

The City requires that a single Vendor propose all project elements, including implementation and training end users. The City has a preference for an integrated set of modules over interfaces. The City requires proposals with the following project elements:

- City-hosted Solution, Software as a Service, or both, including business continuity capabilities;
- Business Process Engineering;
- Application Software (as described in Section 1.3, above);
- Software Implementation;
- Data Migration;
- Internal and External System Interfaces;
- Comprehensive System Training; and
- Software Maintenance & Support.

Additionally, the City of McKinney seeks assurance of:

- Effective Project Management by the Vendor and the Vendor's Project Manager within the Vendor's organization;
- Long-term useful life of the system;

City of McKinney Courts Court Management System RFP

- Vendor's commitment to keeping the system state-of-the-art; and
- Competitive prices.

The City of McKinney desires to procure the most appropriate system within its financial means from a qualified vendor at a firm, fixed price. The City of McKinney prefers to purchase an existing system that is in use by other similar municipalities and is proven effective. Contracts shall be made only with a responsible vendor who possesses the ability to perform successfully under the terms and conditions of this proposed procurement. Consideration shall be given to such matters as software and hardware quality, vendor integrity, record of past performance including prior successful implementation of proposed products, and financial and technical resources.

Each firm submitting a proposal must have established a state and/or national reputation for the planning, supplying, installing and maintaining their systems.

Although the City of McKinney is requesting proposals for complete systems, including hardware, software, and services that include any and all third-party components, the City may choose not to acquire all optional system components. The City may also exercise the option to procure third-party components directly using vendor-provided specifications (e.g., servers, field mobility devices).

It is important for the proposers to understand that the City has invested in its infrastructure and expects to leverage that infrastructure. The Vendor is expected to (a) specify hardware and network requirements as part of its proposal, and (b) propose services that enable it to confirm that the hardware and network utilized by the City meets its minimum standards so that the Vendor can comply with performance requirements specified in this RFP.

1.4 Key System Functions

Certain key system functions are of particular interest to the City. These will be given a higher weight during the evaluation process and must be shown during the Demonstration phase of the evaluation process.

Detailed below are the critical functions the City will be evaluating:

- Fully integrated Case, Jury, Records, Financial and Prosecutor functions;
- Integrate electronic citation, case management and workflow;
- Fully integrated electronic document management system for file scanning, storage, electronic forms processing, and workflow;
- Automate and integrate functions currently requiring manual intervention;
- High degree of configurable parameters instead of customization;
- Ability to rapidly recover the system from a critical event; and
- Integrated cash receipting with City financial system.

The list below details system functions that are of high importance to the City:

- Provide citizen on-line access capabilities (e.g. paying municipal court fines, deferred adjudication, extensions) and other functions;

**City of McKinney Courts
Court Management System RFP**

- Reduce/eliminate redundant data entry;
- Automating manual processes to reduce staff workloads;
- Utilizing an integrated system to decrease support requirements; and
- Provision for improved data analysis and reporting through easy for average users to use, customizable reporting tools and modern analytical toolsets.

1.5 RFP Outline

The following table provides an outline of the RFP.

#	Section	Purpose
1.0	Introduction & Instructions	This section contains background information, instructions on how to submit a proposal and a guideline for the proposal contents and format.
2.0	Background and New Systems Objectives	This section provides an operational background of the agency and a description of the current systems, as well the requirements for new ones.
3.0	Infrastructure Requirements	This section provides the requirements for the technical infrastructure supporting the system, whether Vendor-Hosted or On-Premise, as well as ongoing performance/update requirements.
4.0	Service & Maintenance Requirements	This section contains requirements for ongoing system maintenance and other services over the life of the system(s).
5.0	Acceptance Testing Requirements	This section contains requirements for the initial acceptance of the system.
6.0	Implementation Requirements	This section contains requirements for the conduct and completion of the implementation period.
7.0	Contract Requirements	This section defines the general business relationship to be established with the Vendor.
8.0	Price Requirements	This section describes the pricing details required and the payment and other related terms.
	Attachments	Attached files: <ul style="list-style-type: none"> ▪ A1 - Proposal Response Forms ▪ A2 - Functional Specification Response Forms ▪ A3 - City’s Standard Terms and Conditions

1.6 Proposal Process Instructions

1.6.1 Significant Dates

It is intended that the following dates will govern this procurement. They are subject to change at the discretion of the City of McKinney.

Activity	Date/Time
RFP Issue Date	July 11, 2017
Pre-Proposal Conference Call	July 21, 2017, 10:00–11:00 AM CST
Final Written Questions Due	July 25, 2017, 5:00 PM CST
Responses Addenda Posted	July 28, 2017
Proposal Submission Deadline	August 10, 2017, 2:00 PM CST

1.6.2 Communication with the City of McKinney

All communications regarding this RFP from Vendors and other sources must be directed to the RFP Coordinator as follows:

Title	Purchasing Manager
Name	Lisa Littrell, CPPO, CPPB
Address	1550 South College Street, Building D P.O. Box 517 McKinney, Texas 75070
Email	llittrell@mckinneytexas.org

Contact with the City of McKinney or any of their employees regarding this procurement is expressly prohibited without prior consent of the RFP Coordinator.

1.6.3 Pre-Proposal Conference Call & Questions

The purpose of the Pre-Proposal Conference Call is to provide interested Vendors with an opportunity to obtain clarification, from subject matter experts, regarding the specifications and requirements outlined in this RFP.

The Pre-Proposal Conference Call date is listed in Section 1.6.1; this meeting is NOT mandatory. The meeting will be held via audioconference. Instructions for the dial-in to the audioconference can be obtained by sending an email to the RFP Coordinator at the address in Section 1.6.2.

It is preferred that all questions, comments and requests be received via e-mail no later than one (1) business day prior to the conference call. This will allow the RFP Coordinator time to review the questions prior to the pre-proposal conference call. Vendors may also ask questions, make comments, or request information during the pre-proposal conference. Verbal questions may be discussed at this conference call. However, all answers provided verbally will not be considered binding. The only official answers will

**City of McKinney Courts
Court Management System RFP**

be posted in writing in the form of an RFP Addendum on or before the date listed in Section 1.6.1.

Vendors are encouraged to submit questions or comments, or make requests for information or clarifications until the Final Written Questions Due date identified in Section 1.6.1. All questions must be submitted via email to the address in Section 1.6.2. No additional questions will be responded to after the Written Questions Due date listed in Section 1.6.1.

1.6.4 Proposal Submittal

Vendors must deliver one (1) electronic copy (i.e. flash drive) of the Proposal Response Forms and Functional Requirements Response Forms (spreadsheets) on or before the Proposal Submission Deadline identified in Section 1.6.1. In addition, Vendors must deliver a hard copy of one (1) original signed copy and current insurance certificate to the address shown below. Submissions must be signed by the person authorized by your company to commit your company to all instructions, conditions and pricing as defined, or entered in or on, the proposed documents. The proposals containing original signatures must be clearly marked **“ORIGINAL”**.

Proposals submitted via email or facsimile will not be accepted. Proposals returned in a non-compliant format may be considered "non-responsive" and can be rejected. For supplemental information, place that information at the end of the section marked: "Vendor Supplemental Information".

All hard copy proposals must be delivered to the address shown below on or before the Proposal Submission Deadline identified in Section 1.6.1. Packages must be marked as follows:

Address	1550 South College Street, Building D P.O. Box 517 McKinney, Texas 75070
Title	Court Management System Proposal
Date:	Thursday – August 10, 2017
RFP #:	17-70RFP

City of McKinney Courts Court Management System RFP

In addition, Vendors must conform to the following:

- Vendors must follow the format outlined in Section 1.5 and fill out completely the form(s) furnished in:
 - A1 - Proposal Response Forms;
 - A2 - Functional Specification Response Forms; and
- Any costs associated with preparing proposals in response to this RFP are the sole responsibility of the Vendor.
- All proposals and supporting materials as well as correspondence relating to the RFP become the property of the City of McKinney when received.
 - Any proprietary information contained in the proposal should be so indicated.
- The Vendor is responsible for assuring proposal delivery on or before the stated date and local time as well as for any associated delivery costs. The City of McKinney is not responsible for lateness for any reason (e.g., mail, carrier). Proposals submitted after that date will not be considered.
- The City of McKinney reserves the right to refuse all proposals in their entirety, or select certain components and/or services from various proposals.
- Any exceptions to the specifications must be stated on the Proposal Response Forms.
- Additional instructions, general terms and conditions are provided in **Attachment A3 - City's Standard Terms & Conditions** document.
- The City of McKinney reserves its right to reject any or all proposals at any time, with or without cause.

1.7 Definitive List of Proposal Contents

The City of McKinney requires a uniform proposal format so that all proposals can be fairly evaluated.

1.7.1 Response Format

Vendors are advised that the City of McKinney's ability to evaluate proposals is dependent on the Vendor's ability and willingness to submit proposals which are well-ordered, detailed, comprehensive, and readable. Clarity of language and adequate, accessible documentation is essential.

Vendors must follow the response format outlined in the table below. In addition, response forms have been provided and must be used to allow each Vendor to provide a uniform response. The forms include:

- **Proposal Response Forms.** The Vendor is required to use the Proposal Response Forms contained in this volume for their proposal response. This volume contains response information from the Vendor related to qualifications and references, functional requirements, hardware and network requirements, contractual requirements and price proposal. All proposal responses must be entered into the electronic form (MS Word) provided as part of the Vendors proposal response. Electronic images or .pdf versions of these files will not be accepted as compliant.

**City of McKinney Courts
Court Management System RFP**

- Vendors may bid with either or both of the following system integration options:
 - o **On-Premise** - The City purchases software and implementation services from the Vendor, but elects to implement on the City’s infrastructure.
 - o **Vendor-Hosted SaaS** - The City purchases the Vendor’s SaaS services. Sections corresponding to each proposal type are labelled in accordance to this (On-Premise solutions must respond to all sections with numbering that includes A, while Vendor-Hosted SaaS solutions should respond to all sections with numbering including B). Vendors capable of providing either solution should respond accordingly to both.
- **Functional Requirements Response Forms.** The Vendor is required to use the Functional Requirements Response Forms contained in this volume for their proposal response. This volume contains detailed descriptions of all technical and functional specifications and requirements for the proposed system. All Technical proposal responses must be entered into the electronic form (MS Excel) provided as part of the Vendors proposal response. Electronic images or .pdf versions of these files will not be accepted as compliant.
- **City Required Forms** – The Vendor is required to complete each of the forms per the instructions on the forms.

Item	Instructions
Cover Letter	Submit a copy of the cover letter on your letterhead signed by the responsible official in your organization, certifying the accuracy of all information in your proposal, and certifying that your proposal will remain valid for a period of two hundred forty (240) calendar days from the date of proposal due date. It should also include the names of individuals within the company to contact for technical, pricing, and contractual questions.
Use the Proposal Response Forms to respond to the following sections:	
Section 1.0: Qualifications and References Response	Use the attached MS Word file titled, “Proposal Response Forms,” to respond to this section.
Section 2.0: Functional Requirements Response	The requirements for all of the software systems covered by this procurement are described in the MS Word file titled “RFP Response Forms” . Respond directly into MS Word File. Respond to the functional requirements by entering directly into the MS Excel spreadsheet titled “RFP Functional Requirements” .
Section 3.0:	Respond to RFP Section 3. Use the attached MS Word file titled “Proposal Response Forms” to respond to this section.

**City of McKinney Courts
Court Management System RFP**

Item	Instructions
Infrastructure Requirements Response	Where the RFP asks for lists or detailed supplemental information, place that information in the Vendor Supplemental Information at the end of the section. Include a schematic of the system.
Section 4.0: Service and Maintenance Requirements Response	Respond to RFP Section 4. Use the attached MS Word file titled “Proposal Response Forms” to respond to this section. Where the RFP asks for lists or detailed supplemental information, place that information in the Vendor Supplemental Information at the end of the section.
Section 5.0: Performance Requirements Response	Respond to RFP Section 5. Use the attached MS Word file titled “Proposal Response Forms” to respond to this section. Where the RFP asks for lists or detailed supplemental information, place that information in the Vendor Supplemental Information at the end of the section.
Section 6.0: Implementation Requirements Response	Respond to RFP Section 6. Use the attached MS Word file titled “Proposal Response Forms” to respond to this section. Place the following information in the Vendor Supplemental Information: <ul style="list-style-type: none"> ▪ Proposed Implementation Schedule. ▪ Project organization chart, and resumes for the persons, who will work on this project.
Section 7.0: Contractual Requirements & City Forms	Review Attachment A3 – City Terms and Conditions in this section. Note any exceptions in Section 7 of the “RFP Response Forms” Include Completed City forms in Appendix 1 of your proposal.
Section 8: Price Proposal	Follow the instructions in RFP Section 8 for preparing cost summary, explanatory notes, and back-up details. Use the attached MS Word file titled “Proposal Response Forms” to respond to this section.
Attachments:	Appendix 1 – Completed any City Forms Appendix 2 - Vendor’s Software as a Service (SaaS) Standard Contract (if proposing SaaS) Appendix 3 - Brochures / specification / contracts for proposed products as necessary. (if any)

1.8 Evaluation & Award Process

The City of McKinney will conform to the evaluation and award process below, subject to change at the City’s discretion.

- Proposals will be objectively evaluated by a committee based on conformity to the specifications as determined by the evaluation criteria in RFP Section 1.9, and a short list will be developed;
- Short-listed Vendors may then be evaluated based on references, oral presentations, demonstrations and site visits to similar installations. Written responses to queries for further clarification may also be required;
- Final scoring will be based on the criteria given in Paragraph 1.10;
- Best and Final offers may be requested from the Short-listed Vendors; and
- Contract negotiations will begin immediately with the selected Vendor.

1.9 Initial Evaluation Criteria

The City will evaluate Vendors’ proposals based on the completeness and quality of their responses to all sections.

Section	Description	Value
1.0	Qualifications & Experience	10
2.0	Functional Systems Proposal	25
3.0	Infrastructure Proposal	10
4.0	Service & Maintenance Proposal	10
5.0	Performance Proposal	5
6.0	Implementation Proposal	5
7.0	Contractual Proposal	5
8.0	Price Proposal	10

1.10 Final Evaluation

Once a short list of Vendors has been invited to continue with the process, other Vendors will be notified. The short list of Vendors will be engaged to demonstrate their products; based on their performance in the demonstration, references and, if the City desires, site evaluations, up to two Vendors will be asked to participate in a best and final process.

Element	Value
Initial Evaluation Criteria (Table Above)	80
Demonstration	15
References / Site Evaluation	5

2.0 BACKGROUND AND FUNCTIONAL REQUIREMENTS

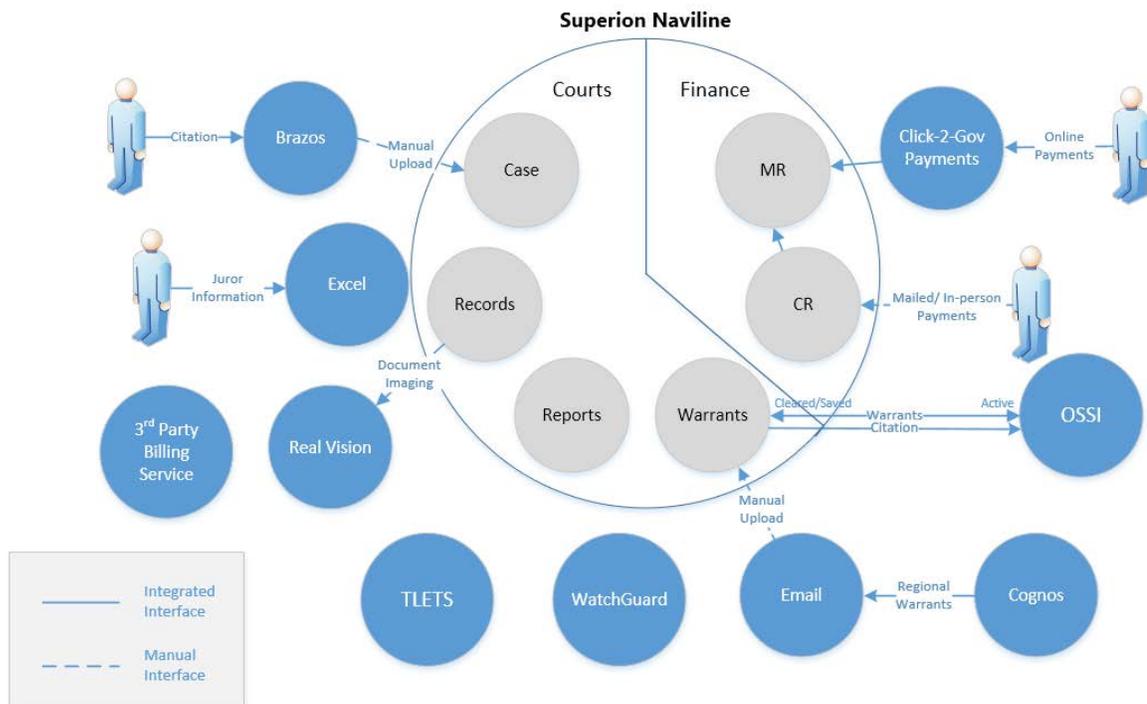
2.1 Introduction

This section provides agency operational background and detailed description of the systems being replaced by those systems outlined in Section 1.1 above.

2.2 Current Environment

2.2.1 Application Systems Overview

The City acquired the core module of the Superior Naviline system over two decades ago. Since that time, it has enhanced the system's capabilities through the implementation of Superior's Click2Gov functionality that provides for more modern functionality, such as online payments. However, the system does not meet the City's growing needs, especially in the areas of document generation, case management and a fully integrated financial system.



The following page provides a detailed breakdown of the current environment.

2.2.2 Detailed Applications System Description

Finance

The City of McKinney currently uses the Superior Naviline system to provide the following functionality: fiscal and budgetary applications, including fund accounting in accordance with GAAP and GAAFR requirements.

The City primarily uses Excel spreadsheets to manage the budget, however final, approved Budgets and Requisitions are entered into the Superior Naviline system. Currently, financial transactions in the Court Management System are not automatically uploaded into the Finance module of the Naviline system. A manual excel upload is performed to update the Naviline system and causes the finance department to spend resources on a daily basis. Reports are either entered into Superior Naviline or performed manually.

With the implementation of a new court management system, City finance is seeking to acquire complete self-contained accounting system with the City financial system acting as the Accounts Payable payment processor. Finance needs to be able to designate its own account numbers to cases and tickets. The system needs to be able to accept online payments (i.e., WebCheck, online banking, credit cards). A payment aggregator for an online web portal with unique billing identifiers for each payment is also required. For reporting functions, Finance is looking for a listing of all transactions and adjustments to be automatically uploaded into Naviline and create the following daily reports: Receivables, Cash Receipts, Bonds, Revenue, State Payables, Dispositions.

Case Management

The Superior Naviline system is currently being used by the City to provide for management of case workflow and records, including case tracking, scheduling tasks and document creation.

Current processes require City Marshals to pickup manual citations from the Police Department and drop off with the Data Entry Clerk. The Data Entry Clerk manually keys the citation into the Superior Naviline system, then runs a spool at the end of the day to print case jackets. After the case jackets are printed, they go to the Prosecutor to be reviewed for errors. The naming convention for the case number is the last two digits of the year 17 + citation number + the number of violations 01, 02, 03 etc. Example: 171234501, 171234502, 171234503. The e-citations that are imported/uploaded from Brazos are automatically generating the case numbers with this naming convention. Multiple processes are handled manually with Excel or other general tools. There are currently no scanning capabilities for the clerk.

With the implementation of a new court management system, court administration staff is seeking that the case management module perform the following functions. Interfaces with Brazos (e-citations including parking) and GIS (street indexing validation) is required with the new system. Administration would like to generate complaints automatically and flag the system for specific citation/ warrant criteria. The new system needs to have

City of McKinney Courts Court Management System RFP

document generation capabilities with ability to enter data into customized forms by free-form typing and drop boxes. The ability to integrate with a scanning device to capture driver's licenses/ identification cards and facial recognition features. The judge is seeking ability to auto-sign or auto-approve documents with electronic signatures.

E-File System

Currently the McKinney Municipal Court accepts documents from Attorneys three different ways, email, fax and mail. The types of documents received include: letters of representation, motions for continuances, appeal requests, attorney bonds, plea filings, deferred disposition requests, etc. Often times the documents received are duplicated and requires the Judicial Clerk to notify each Attorney upon receipt of their documents. This manual process is inefficient and is an inconvenience to both City staff and Attorneys.

With the implementation of a new court management system, the city would like to acquire a separate E-file system with an online portal for Attorneys to file documents with the court. The online portal should allow two-way communication between court personnel and attorneys, it should create a time stamp on each document being filed and it should provide a confirmation upon submission. The online portal should allow Attorneys the ability to lookup case information and check case statuses. The online portal should be fully integrated into the court's case management system so that the documents can be attached to the case information and routed to the Judge or Prosecutor as needed.

Records and Reports Management

The City of McKinney currently uses Naviline to provide the following functionality: fiscal and budgetary applications, including fund accounting in accordance with GAAP and GAAFR requirements.

Due to its limitations, the Superion system is used only to track some reports and records. Most activities related to these processes are handled manually and stored in physical jackets for 5 years. No records are currently imaged into the Naviline system. The police department utilizes Crystal software for statistical analysis.

With the implementation of a new court management system, reports and records management are important modules the City is requiring. The City needs the ability for batch processing of multiple reports and integrate with individual scanners for document imaging and data collection. Documents and forms need to be automated, e-signed and submitted electronically in order to achieve a paperless work environment. Productivity reports with specific KPI measures need to be created on a recurring basis. City PD needs the new system to integrate with Crystal software for statistical crime analysis.

Jury Management

Due to limitations with Naviline, jury management is currently a completely manual process currently using excel spreadsheets with no integration with the current Naviline court management system. The City produces Jury lists manually by randomly choosing

City of McKinney Courts Court Management System RFP

75 names from an Excel spreadsheet from the county and send out notifications via Mail Merge.

With the implementation of a new court management system, the City would like to acquire a separate Jury Management module with an online portal for jury scheduling, summons, and verification. The City is seeking to automate Jury notification system with Portal-based features such as automatic notifications and notice verification. The new system also needs to be able to produce notifications within system in a small format such as a postcard.

Prosecutor Management

The City's prosecutor currently has very limited use with the current the Naviline system. Mostly processes are done manually utilizing Excel and Word files. Complaint/subpoena document generation is very limited in terms of functionality and modification ability. Complaint management is tracked using Excel. Prosecutor would like the option for a separate module for his activities, but it is not a requirement. The main areas of concern are document generation and automation of workflows.

Document Management

The City uses Real Vision for some document storage/management, but mostly its operation is mostly paper based. Since document imaging is relatively non-existent in the current environment, the City will need an integrated document management module in the new system for seamless integration and management. The total number of pages to be imaged into the system is 300,000. An additional 1,040,000 pages (older cases) should be quoted as an option for the City should. Quote the price for this document imaging process in the **Proposal Response Forms, Section 8**.

Interfaces

The City currently owns the following systems which must either be replaced by the capabilities of the new system or, if retained, interfaced to the new system.

Process	Function
Brazos	Citation Management
Real Vision	Document Management
TLETS	Texas State Telecommunications System
Cognos	Regional Warrants
OSSI	Warrants Management
Click2Gov	Online Payments
3rd Party Billing Service	Fine Billing Service

**City of McKinney Courts
Court Management System RFP**

2.2.3 Current Infrastructure and Systems

2.2.3.1 Technical Environment

As part of the Assessment, the following technical areas were examined to identify any challenges that could inhibit the new system’s effective installation, deployment and use.

Technical Area	Analysis	Notes
Operating Systems (OS)	The City is standardized on Windows Server 2012 r2.	The City will entertain bids from vendors using non-Microsoft servers if hosted in the Cloud.
	The City is standardized on Microsoft Windows 7, 8, 10 for desktops.	The City will entertain bids from vendors supporting Microsoft on the desktop.
Database Management	The City is standardized on SQL for relational database management.	The City will give preference to vendors that utilize SQL.
Hardware Hardware (continued)	The City is standardized on VMWare.	The City will give preference to bids from vendors supporting VMWare environments if the system is self-hosted.
	The City is standardized on Dell/HP for desktop hardware.	The City will source its own hardware for desktops. Vendors must provide hardware requirements for desktops so that the City can be sure that its hardware meets the vendor requirements.
Data Center	The City has space, rack space and environmental (e.g., AC, power) in its data center.	None
	The City has a fully-capable disaster recovery site for a self-hosted system.	None
Network	The City is standardized on Cisco networking equipment.	None
Field Automation Capabilities	The City has minimal court field automation today.	No field automation capabilities are required for this RFP.
Website Integration	The City’s website is not currently integrated with its Superior Naviline system.	CMS will need to be accessible through the City website.
Customizations	The City has contracted with Superior to make several customizations over the years. Some have worked well, but break	The City wants to purchase a Commercial Off the Shelf (COTS) system that is configurable by City Staff. It is not interested in

	during upgrades. Others have never worked.	customizations or systems that require teams of software engineers to configure the system.
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2.3 Migration from the Current System

The new system must be able to utilize accumulated data from the systems currently in place. The migration path from the existing systems must include any necessary modifications to currently existing systems which are not being replaced by the new system, as well as any necessary data conversion and importation from current systems.

The City is requesting two conversion proposal options.

Option 1 – Conversion of all cases, warrants, Judgements, Fee Instances and Payment Plans since the inception of the Superior HTE system in 1993.

Option 2- The conversion of records as specified in Table 2.3.1 below.

Table 2.3.1 Data Conversion Parameters

Data to Convert	Number	Years	Includes...
Total Cases – Pending/Active & Closed within 5 Years	74,683	5	Name Information (address, phone, name notes), Vehicle Information, Officer Information, Offense Code Information, Case Information (violation date, comments, citation), Witness Information, Disposition Information (status of the case, plea, conviction date), History Information (events that happened on the case)
Warrants & Judgments	16,000	24	Warrant types, warrant dates, warrant statuses; verdicts, suspensions
Fee Instance, Payment Plans, Restitution	17,987	24	Payment Information (fines/fees assessed, fines/fees paid, non-cash payments), Bond Information (bond types, bond status, bond payments), Payment Plan Information, Restitution Information

Proposals should also include document imaging into the new system. The City is requesting that quotes are provided for imaging of required physical documents and a separate, optional quote is provided for less-critical physical documents to be imaged into the new court management system. Document imaging parameters for the court management system are provided below.

Table 2.3.2 Document Imaging Parameters

Required/Optional	Case Type	# of Pages	Description
Required	Open and Pending Cases	300,000	The City is requiring the Vendor to image all relevant open and pending physical case documents into the new system. Please provide the quote for these document parameters in the Proposal Response Forms, Section 8.
Optional	Closed Cases within the last 5 years	1,040,000	The City would also prefer the Vendor to quote physical document imaging for closed cases within the last 5 years as an option the City could pursue. Please provide this optional quote for these document imaging parameters in the Proposal Response Forms, Section 8.

2.4 Future Direction

2.4.1 Application Systems

The City of McKinney has chosen to invest in a next generation integrated Court Management System in order to streamline the information flow within the City and improve the efficiency of its workforce. In addition, the City aims to incorporate state-of-the-art self-service capabilities for its citizens.

The City of McKinney is embracing digital government with a focus on improved customer service and efficient operations. In the time since acquisition of the City’s current municipal court system, processes and internal demands have evolved and expanded, creating functional gaps between the system’s available capabilities and those being demanded by users. The City is also addressing the changing expectations of its citizens for effective customer service and interaction. As a result of the Internet, citizens expect that information can be acquired on-demand, and goods and services can be purchased whenever and wherever they are. The City of McKinney is preparing to get ahead of these changing demands and system deficiencies in order to maintain and improve the satisfaction levels they have long enjoyed. Effective implementation of digital government should mean lessening the stress on the traditional channels (e.g., in-person, mail, phone), thus a reduction in the number of people waiting in lines or placed on hold.

In addition, the City of McKinney believes that planned, prudent investment in technology that enables the citizenry to conduct transactions with minimal City staff intervention will also help to better utilize existing staffing levels to meet the demands from a growing population.

City of McKinney Courts Court Management System RFP

Management, Financial Management, Jury Management, Prosecutor Features, e-file system for Attorneys, and Citizen Portal/Self-Service. Core components of the optimal design for the City include the Overall Functional Requirements identified in Section 2.5.1, below, as well as the Software Functional Requirements referred to in Section 2.5.2, below, and identified specifically in the Functional Requirements spreadsheets.

2.5.1 Overall Functional Requirements

In evaluating overall functional requirements, the City will consider the following:

- **Industry Standard Architecture** – The architecture will be flexible, and will be based on widely accepted standards. This will make it easier to integrate/interface the mission critical applications and other internal and external /modules. It can also improve the systems’ ability to interoperate with a number of modern technologies, such as:
 - Document and imaging management systems;
 - Powerful and flexible ad hoc reporting tools;
 - High degree of configurable parameters instead of customization; and
 - Web-based self-service functions for citizens.
- **High Availability** – The architecture, will need full redundancy and fail-over capabilities, and should contain no single point of failure;
- **Secure** – The system will incorporate the elements of authentication, authorization, encryption, monitoring/detection, and physical security that adhere to industry standards;
- **Web-Based Architecture** – The systems will take advantage of the integrating capabilities of the web services architecture. This will provide many users the ability to interact with the applications via a Web browser;
- **Scalable** – Scalability will be critical to support expansion and workload variability;
- **Full Integration** – The system must act as a single Court Management System with required data flowing between modules or systems as required to act as a single system. Data that is entered once must update all applications and relevant portions of associated systems;
- **Workflow Functionality** – Fully-integrated field applications (e.g., Electronic Citations, Warrants) flowing data to all relevant portions of associated systems. Electronic workflow enables the specification of business rules, roles, and routings that can be used to automatically route electronic documents, such as citation/warrant generation and routing;
- **Relational Database Management System** – The City has standardized on SQL Server for relational database technology since it supports ready interface and integration among systems. The new system will utilize this technology and make the database accessible to the City;

**City of McKinney Courts
Court Management System RFP**

- **Data Integrity and Validation Tools** - The system will facilitate the validation of the key parameters of address and personal identity; and
- **External Integration Flexibility** – The system will adhere to the use of industry standards. This will make it easier to integrate the mission critical systems and to share data with external systems.

2.5.2 Software Functional Requirements

The requirements for the software systems covered by this procurement are described in the attached MS Excel spreadsheet:

- **A2 - Functional Requirements Response Forms**

For each specification, Vendors will be required to provide one of four standard responses. Respond directly into each spreadsheet; failure to do so may cause your response to be considered non-compliant.

For the purposes of response, use the following definitions of your four standard response options:

- **Compliant** - Proposed system meets or exceeds the requirement. This is the only response category that will result in full credit for complying with this requirement.
- **Alternative Method** – The requirement is met by the proposed system but uses a method (e.g., entry screen, workflow, form[s]) that differs from that specified in the requirement. Detail the method to be used to meet the requirement.
- **Modification Required** – A modification must be provided to comply with this requirement. The requirement will be provided with the initial install of the software. Specify the modification to be made and include cost, if any, in the pricing proposal.
- **Non-Compliant** - The proposed system does not meet the requirements and will not do so within twelve months of the RFP release date.

Explanations of responses should be entered into the “Comments” field if you can reasonably do so; if not, include the explanation in the “**Proposal Response Forms,**” Section 2. Submit any additional information in the attached “**Proposal Response Forms.**” Include all these documents as part of your proposal submission.

3.0 INFRASTRUCTURE REQUIREMENTS

3.1 Introduction

This section describes the servers, peripherals, data communications equipment, hosting environments, performance and reliability requirements, and workstations required for operation of the proposed system(s) to support the application software requirements, volumes, and processing characteristics defined previously.

Use Section 3 to develop an understanding of the existing and future environment. Respond to each of the points as described in the section by using the attached response forms. Vendor-Hosted and On-Premise solutions should respond to their respective sections as labelled, and Vendors able to provide either option should respond to both sections. For each of the sections and subsections state in the **Proposal Response Forms** whether you meet the requirements with explanation of your compliance or non-compliance.

3.2 System Architecture

Provide an introductory narrative of how the proposed system meets the overall objectives and functional requirements. It should cover the main features and benefits that distinguish your system.

Vendors may bid with either or both of the following system integration options:

- A. **On-Premise** - The City purchases software and implementation services from the Vendor, but elects to implement on the City's infrastructure; or
- B. **Vendor-Hosted SaaS** - The City purchases the Vendor's SaaS services.

Sections corresponding to each proposal type are labelled in accordance to this (On-Premise solutions must respond to all sections with numbering that includes A, while Vendor-Hosted SaaS solutions should respond to all sections with numbering including B). Vendors capable of providing either solution should respond to both.

For both On-Premise and Vendor-Hosted solution, subsequent to the introductory paragraph, expand upon your plan for future system enhancements; your investment plans are considered to be a reflection of your company's commitment to the long-term viability of the system architecture. The installed system must be capable of expansion in a modular and incremental fashion.

3.2A On-Premise

If proposing an On-Premise solution, your response should include a **System Diagram** that depicts the overall design of the system.

3.2B Vendor-Hosted SaaS

If proposing a Vendor-Hosted solution, your response should include a **Multi-Data Center Topology Diagram** depicting the Vendor's primary and backup data center locations and the method by which the city connection is routed to primary data center as well as to

how the connection is rerouted to the City in the event of a Catastrophic Service Interruption.

3.3 Infrastructure Specifications or Hosting Environment

The City's intent is to pursue one of two paths and desires proposals for both if available:

- A. Purchase software and services from the vendor to install in the City's servers, elaborated in Section 3.3A below.
 - B. Purchase the vendor's Software-as-a-Service (SaaS), elaborated in 3.3B below.
- Vendors should utilize the response forms sections for either 3.3A for On-Premise proposals, 3.3B for Vendor-Hosted SaaS proposals, or both if each option is available.

3.3A Infrastructure Specifications [For On-Premise Proposals]

3.3A.1 Server Specifications

The Vendor is to specify the required servers that support the application performance. The Vendor should specify the application servers that they recommend that could be used in a virtual environment.

3.3A.2 Operating System and Related Software

The City of McKinney has standardized on Microsoft Windows. The City of McKinney requires solutions that are capable of supporting real-time applications, and that are actively supported by the CPU hardware manufacturer. The City of McKinney will receive licenses for the operating systems. All proposals must provide the name and version number of the proposed operating system. Proposals that incorporate a non-Microsoft operating system solution must contain an explanation for the choice of operating systems and must indicate whether it is the Vendors intention to migrate to a Windows environment in the future.

3.3A.3 Disaster Recovery Solution

- 3.3A.3.1** Identify your business continuity and disaster recovery options, with their respective costs.
- 3.3A.3.2** Identify how and where the disaster recovery data may be stored.
- 3.3A.3.3** Describe the replication and synchronization strategy for restoring the complete system (both data and application software) within the Vendor's operating environment (e.g. intra and inter data center replication).
- 3.3A.3.4** Will the vendor offer a local data replication and synchronization strategy for restoring the complete system (both data and application software) within the City of McKinney's operating environment (e.g. data center replication with City of McKinney)?
- 3.3A.3.5** Identify the disaster recovery timeline.

3.3A.3.6 Identify whether the synchronization of backup data is real-time.

3.3A.3.7 Describe the System Restoration Plan (including any cost associated) that allows the City to continue to operate the complete system (including application software) in the event of a system failure.

3.3A.4 Upgrades and Expansion

The hardware specifications for the proposed city hosted system provided by the vendor must, at initial installation, using data volumes and processing characteristics described in this RFP, operate at no more than thirty-five percent (35%) of capacity (for CPU, memory, and I/O performance). The proposed server specifications must support 5 years of transactions based upon five percent (5%) per year increase to present transaction volumes.

3.3A.5 Concurrent Operation

If the CMS subsystems share the same database, general queries that span a large number of tables might place undue stress on the database server. In addition, a request that locks a large number of rows on a frequently used table could cause contention issues. These types of situations could affect other requests, overall system throughput, and response times. All application systems must be to operate concurrently.

Explain the safeguards and design patterns that have been used in the application in order to ensure that a single request could not consume a disproportionate level of server-side resources. The City will expect the Vendor to meet the acceptance requirements specified in Section 5.

If the Vendor cannot meet these requirements, an explanation must be provided that addresses how the performance will not be degraded due to a single service request or transaction.

3.3A.6 Network Operating System and Protocol

A description of the City's network is covered in Section 2. The Vendor must provide a system compatible with the City's network.

3.3B Hosting Environment [For SaaS Proposals]

Beyond their functional capabilities, for Vendor-Hosted SaaS solutions the City of McKinney will evaluate Vendor's hosting environment. The following specifications apply to the Vendor's SaaS service infrastructure and their ability to meet the needs of the City of McKinney.

3.3B.1 Hosting Provider and Infrastructure

3.3B.1.1 Identify the SaaS service hosting provider and data center locations.

3.3B.1.2 Identify the infrastructure (hardware, software, operating system, technology platform) used in hosting services.

3.3B.1.3 Identify the primary location where the City's data would be stored.

**City of McKinney Courts
Court Management System RFP**

3.3B.1.4 If the Vendor's hosting provider utilizes virtualization software, Identify the virtualization software (e.g. VM Ware).

3.3B.1.5 Identify the network bandwidth that can be provided by the Vendor and identify options for dedicated bandwidth.

3.3B.2 Data Security

3.3B.2.1 Identify the Hosting Environment as either dedicated (City's solution and data will be managed in a system independently – single tenant) or shared (City's solution and data will be managed in a shared system – multi tenant) environment.

3.3B.2.2 If the Vendor operates in a multi-tenant Hosting Environment, identify how the City's data is separated from other solutions.

3.3B.2.3 If the Vendor operates in a multi-tenant Hosting Environment, identify what controls are in place to manage the security of the City's data.

3.3B.2.4 The Vendor shall have administrative, physical, and technical safeguards in place to make the hosting environment HIPAA and CJIS compliant.

3.3B.2.5 Provide the data ownership policy.

3.3B.2.6 Once the service is initiated, the Vendor will identify if the data can be encrypted, what encryption schemes are used, Vendor decryption plan, and encryption testing plan.

3.3B.2.7 The Vendor will perform comprehensive, independent third-party audits as part of their data privacy and information security program and provide such audit findings to the City of McKinney when service is initiated.

3.3B.2.8 The Vendor will provide a web-portal or separate application that allows management to view the following service audit criteria:

- Load Performance – ability to see service utilization and performance during select times.
- User Statistics – ability to view specific user's utilization of services including times utilized and application utilization
- Problem Records – ability to view active, including status, and resolved problems reported to the vendor

3.3B.2.9 Describe the Data Extraction Plan (including format and any cost associated) for the return of all City data and the expungement of City data from the Vendor's systems, in the event of service termination.

3.3B.3 Disaster Recovery Management

3.3B.3.1 Identify your business continuity and disaster recovery options, with their respective costs.

3.3B.3.2 Identify how and where the disaster recovery data is stored.

3.3B.3.3 Describe the replication and synchronization strategy for restoring the complete system (both data and application software) within the

Vendor's operating environment (e.g. intra and inter data center replication).

3.3B.3.5 Identify the disaster recovery timeline.

3.3B.3.6 Identify whether the synchronization of backup data is real-time.

3.3B.3.7 If the primary hosting environment is down, the Vendor will enable an active environment which is capable of sustaining City operations until primary hosting environment is functional and secure.

3.3B.4 Identity Management

3.3B.4.1 Describe the identity management solution, including access levels and their respective user rights.

3.3B.4.2 Describe the solution's ability to support Single Sign-On (SSO) and other authorization capabilities (e.g. SAML, HTTP-Fed, Open Auth.) within the identity management solution.

3.3B.4.3 Describe the solution's ability to integrate with the existing identity management solutions (i.e. Active Directory) utilized by the City.

3.3B.4.4 Identify what other user security, authentication, and authorization options are available.

3.3B.5 Standards, Policies, and Regulatory Compliance

3.3B.5.1 Describe Vendor technology standards, policies, and procedures.

3.3B.5.2 Does the vendor utilize certified PMP project managers for the implementation of their systems?

3.3B.5.3 Describe the solution's compliance with HIPPA and CJIS requirements and explain how compliance is enforced.

3.3B.5.4 Does the solution support current SSAE 16 reporting standards?

3.3B.5.5 Provide audit reports of the City's solution usage and records on a regular basis.

3.4 Integration Services

3.4.1 System Integration

Vendors shall identify the hardware specifications, software, databases, licensing, and connectivity required to support the Statement of Work, end-users, and administrators for the following environments:

- Production;
- Training;
- Test; and
- Development.

3.4.1A On-Premise Solution Services

The Vendor is to provide design services as follows:

- Recommended specifications or requirements for:
 - Server configurations
 - Storage – Specify requirements for expansion of the City’s existing Enterprise Storage based on projected system storage requirements over the next 5 years. The City will acquire any additional storage required.
 - Disaster Recovery Solution – Engineer and design the system’s disaster recovery option utilizing either on-site VM and/or a Cloud-based solution.
- Recommendations for any Wide Area Network and reconfiguration enhancements to be implemented by City of McKinney;
- Work with the City of McKinney IT Department to effect the necessary changes to the City of McKinney Active Directory to integrate the Vendor provided systems;
- Configuration of all application software at all servers. Deployment includes development and integration of interfaces to key external databases;
- Perform needed file conversion activities (as previously defined);
- Describe what types of APIs and web-services, if any, are available for the City to utilize in pushing data to and from the solution, descriptions of API security and encryption, and limitations the hosting environment places on access to APIs;
- Detailed training of the City of McKinney’s IT administrative personnel and network administrators in the use and operation of the server hardware management systems and tools; and
- Detailed training for application software as specified in Section 6.8.

3.4.1B Vendor-Hosted SaaS Solution Services

The Vendor is to provide design services as follows:

- Describe what types of APIs and web-services are available for the City to utilize in pushing data to and from the solution, descriptions of API security and encryption, and limitations the hosting environment places on access to APIs;
- Describe the customization capabilities of the system components within the hosting environment, including: URL naming options, system layout (e.g. header, footer, and login page), workflow, data fields, and customer triggers or organization logic (e.g. incident reports automatically routing to supervisors for review);
- Recommendations for any WAN network enhancements required to maintain SaaS response time performance;
- Work with City of McKinney IT Department to effect the necessary changes to City Active Directory for integration with other systems;
- Configuration of application software including development and integration of interfaces to key external databases;
- Perform needed file conversion activities (as previously defined);

- Detailed training of the City of McKinney’s IT administrative personnel and network administrators in the use and operation of the server hardware management systems and tools; and
- Detailed training for application software as specified in Section 6.8.

3.5 Reliability Requirements

The following specification describes the uptime requirements for Vendor’s Services following the City of McKinney’s formal acceptance of the Services and throughout the life of the contract between the City of McKinney and Vendor.

- 3.5.1** Processes and remedies in place that support that the system will be available to authorized users for normal use 99.99% of the Scheduled Uptime.

3.6 Performance Requirements

The following specification describes the performance requirements for Vendor’s services following the City of McKinney’s formal acceptance of the Services and throughout the life of the contract between the City of McKinney and Vendor.

- 3.6.1** Processes and remedies in place that the system transactions have a response time of 5 seconds or less for the full duration of the Scheduled Uptime.

3.7 End User Equipment

3.7.1 Desktop Workstation

The City of McKinney utilizes Microsoft Windows 7, 8.1, & 10 on its workstations. Vendor must verify that their products will operate on Windows 7 and 8.1 operating systems, provide an explanation of their roadmap to support the Windows 10 operating system as well if there are any plans to support HTML5.

3.7.2 Bar Coding

Provide specifications for compatible bar code printers and handheld readers for inventory tracking. These will be purchased by the City at later time.

3.7.3 Scanners

Provide specifications for scanners that are compatible with your system and capable of simultaneously scanning documents and reading bar codes including:

- 8 ½ x 11 inch single workstation scanners
- 8 ½ x 11 inch high speed batch scanners
- Large form factor (minimum 36 x 48 inch) scanners.

3.7.4 Field Automation Equipment

City of McKinney will provide any tools required for field automation. The Vendor will specify recommended hardware and operating system required to run any of their field application(s).

4.0 SERVICE AND MAINTENANCE REQUIREMENTS

4.1 Vendor Instructions

This RFP Section contains general and specific requirements related to the provision of system maintenance, hosting (if applicable), and repair and other services throughout the life of the contract between the City of McKinney and the Vendor.

4.2 General Maintenance Provisions

The following requirements are applicable to maintenance and repair services supplied by the Vendor or Vendor's sub-vendors. Respond to sections corresponding to the proposed solution type (On-Premise and/or Vendor-Hosted SaaS).

4.2A On-Premise Maintenance Provisions

4.2A.1 The proposed system must include a minimum first year maintenance after acceptance, and assure availability and fixed price for 5 years support and maintenance.

4.2A.2 The City of McKinney may purchase one or more additional years of support and maintenance, and other specified ongoing services, on a year-by-year basis, or purchase a five-year support agreement.

4.2A.3 The production environment must be designed for 24-hour per day and 7-day per week (24x7) high availability with load tolerance and real-time failover. Maintenance must not disrupt service.

4.2B Vendor-Hosted SaaS Maintenance Provisions

4.2B.1 Assure availability for support and maintenance of application software and hosting services.

4.2B.2 The City of McKinney may purchase one or more additional years of support and maintenance, and other specified ongoing services, on a year-by-year basis.

4.2B.3 The production environment must be designed for 24-hour per day and 7-day per week (24x7) high availability with load tolerance and real-time failover. Maintenance must not disrupt service.

4.2B.4 The City of McKinney expects the Vendor to provide a sample Service Level Agreement of similar scope to the City of McKinney.

4.2B.4.1 Provide standard policy for remedies associated with Service Level Agreement violations (e.g. uptime and response time).

4.3 Updates & Enhancements

The following requirements are applicable to all maintenance and repair services supplied by the Vendor and Vendor's sub-vendors.

- 4.3.1** Operating and Database Software updates for enhancements, and refinements to purchased capabilities will be provided by the Vendor as part of the maintenance.
- 4.3.2** Vendor will allow for the submission for any system modifications required by City of McKinney after system cutover. The vendor shall provide feedback to City of McKinney in the form of a price proposal, or the planned development cycle for the change request.
- 4.3.3** The vendor is to provide the City of McKinney with their stated update strategy, timeline (e.g. updates annually, bi-annually, etc.), and their requirements for the City of McKinney to accept such updates.
- 4.3.4** City of McKinney will be allowed to not have to incorporate an upgrade to the overall system more than twice per year.
- 4.3.5** Vendor will provide software and other materials and expenses necessary to maintain the application software system in good operating condition as part of the price for maintenance, for those years in which the City of McKinney has purchased maintenance from the Vendor, in conformance with the application specifications and performance requirements stated in this RFP. The Vendor will notify the City of McKinney prior to making updates or changes to the system.

4.4 System Maintenance

The following requirements are applicable to all maintenance and repair services supplied by Vendor or Vendors sub-vendors.

- 4.4.1** The entire system solution as proposed in this RFP must include a first year maintenance (for Vendor-supplied software) to conform with contractually agreed specifications, and to protect against any defects or damage, caused by Manufacturer, Vendor, or Vendor's sub-Vendors, in the system's software, as well as offering a 5-year support agreement.
 - a). 7 x 24 Maintenance to be provided as part of year one maintenance.
- 4.4.2** The year one maintenance will begin (for products accepted in phases) at the point that the System is officially accepted by the City of McKinney, as defined in RFP Section 5.3, System Acceptance.
- 4.4.3** All software resolutions made under maintenance will be at the sole expense of the Vendor including labor, travel expenses, meals, lodging and any other costs associated with resolution.

4.5 Support Requirements

The following specification describes the support requirements for Vendor's Services following the City of McKinney's formal acceptance of the Services and throughout the life of the contract between the City of McKinney and the Vendor.

4.5.1 Provide telephone and email support (“Technical Support”) 24 hours per day, 7 days per week, and 365 days per year. Support will include any research and resolution activity performed by Vendor.

4.5.2 Client will access support by calling or emailing the Vendor’s Technical Support staff or by submitting a request via the Vendor’s customer service web portal.

4.5.2.1 Incident Resolution Process

The City needs to understand the typical process that will be followed by the vendor in order to troubleshoot a user support call. Provide the location of your primary support center, trouble ticket system used, incident analysis tools used (e.g. Solarwinds, Openview) and what support groups (e.g. application software, database, infrastructure) are involved in the resolution of a support call.

- a) Do the support specialists have direct physical access to the programmers and database managers for incident troubleshooting?
- b) For Vendor-Hosted solutions, do the support specialists have direct physical access to the hosting infrastructure engineers and systems software administrators for incident troubleshooting?
- c) Are the support specialists, programmers, database administrators, systems software administrators and infrastructure engineers all staffed by Vendor employees? If not what sub-vendors are responsible with each of these areas?
- d) If multiple sub-vendors are involved does the Vendor have defined SLA’s with them?

4.5.3 The Vendor will adhere to the following Problem Severity Levels:

- Problem Severity 1
 - Description: This Problem Severity Level is associated with: (a) The services or system, as a whole, are non-functional or are not accessible; (b) unauthorized exposure of all or part of the City of McKinney’s Data; (c) loss or corruption of all or part of the City of McKinney’s Data.
 - Request Response Time: 30 minutes.
 - Request Resolution Time: 2 hours.
- Problem Severity 2
 - Description: This Problem Severity Level is associated with significant and / or ongoing interruption of a User’s use of a critical function (as determined by the User) of the system/services and for which no acceptable (as determined by the User) work-around is available.
 - Request Response Time: 1 hour.
 - Request Resolution Time: 4 hours.

- Problem Severity 3
 - Description: This Problem Severity Level is associated with: (a) minor and / or limited interruption of a User's use of a non-critical function (as determined by the Authorized User) of the Services; or, (b) problems which are not included in Problem Severity Levels 1 or 2.
 - Request Response Time: 8 hours.
 - Request Resolution Time: 24 hours.
- Problem Severity 4
 - Description: This Problem Severity Level is associated with: (a) general questions pertaining to the system/services; or, (b) problems which are not included in Problem Severity Levels 1, 2, or 3.
 - Request Response Time: 8 hours.
 - Request Resolution Time: 48 hours.

4.5.4 In the event that a problem resolution is not met within the Request Resolution Time, the Vendor will adhere to the following protocol:

- If a Problem Severity Level 1 or 2 request cannot be corrected to the reasonable satisfaction of the requestor within the Request Resolution Time after the requestor makes the initial request for Technical Support, Vendor will: (a) immediately escalate the request to Vendor's management; (b) take and continue to take the actions which will most expeditiously resolve the request; (c) provide a hourly report to the requestor of the steps taken and to be taken to resolve the request, the progress to correct, and the estimated time of correction until the request is resolved; and, (d) every four (4) hours, provide increasing levels of technical expertise and Vendor management involvement in finding a solution to the request until it has been resolved.
- If a Problem Severity Level 3 or 4 request cannot be corrected to the reasonable satisfaction of the requestor within the Request Resolution Time after the requestor makes the initial request for Technical Support, at the sole election of requestor: (a) Vendor will work continuously to resolve the request; or, (b) requestor and Vendor will mutually agree upon a schedule within which to resolve the request.

5.0 ACCEPTANCE TESTING REQUIREMENTS

5.1 Vendor Instructions

This RFP Section contains general and specific requirements related to the performance of the proposed system, both at the point of system acceptance and throughout the life of the contract between the City of McKinney and the Vendor.

System Acceptance will occur in phases as various milestones identified in the implementation plan and agreed to by the City of McKinney are reached. The Vendors implementation plan must clearly define the hardware and software deliverables, tasks or other criteria associated with each milestone.

5.2 Testing

5.2.1 A sample test plan will be provided with each proposal. The successful Vendor must, as one of the early milestones, submit an acceptance test plan for the City of McKinney's approval. The test plan must document how each of the functional specifications are to be tested, the method of verifying the results, and the expected results. The test plan must also include a scenario test that allows for the System (integrated hardware/software) to operate under a simulated test situation.

5.2.2 The performance requirements specified in this RFP must be met before the system is accepted. Vendor is to specify any requirements it has for performance testing.

5.2.3 The Vendor must prepare a plan for correcting failures in any part of the system. Said plan must include reasonable remedies for the City of McKinney to exercise if failures are not corrected in a timely manner.

5.3 System Acceptance

The following specifications apply to the requirements for the City of McKinney acceptance of Vendor's system after phase in begins.

5.3.1 The City of McKinney expects the starting date for the project to be immediately following the execution of the contract.

5.3.2 Beginning with the first day after the completion of each phase (phases will be specified in the implementation plan) that the proposed system phase is operational and available to the City of McKinney for testing; an acceptance test will be conducted for thirty consecutive calendar days (the Acceptance Period).

5.3.3 During the Acceptance Period, the proposed system will undergo a live test that confirms the configuration, data conversion, performance and reliability requirements using the mix of users, applications, and functions as described in this RFP.

6.0 IMPLEMENTATION REQUIREMENTS

6.1 Vendor Instructions

RFP Sections 6 contains all general and specific requirements related to the period between site planning and our final acceptance of the system. RFP Section 6.10 contains a list of required contents for your implementation plan.

6.2 General Implementation Requirements

6.2.1 Conduct of Work

All work will be conducted in a professional and orderly manner. Installation must be completed in a workmanlike manner.

6.2.2 Use of Facilities

Reasonable office facilities will be provided based upon stated requirements of the Vendor. Access to any area outside of normal business hours is restricted; necessary access must be arranged each day as needed with the City of McKinney's Project Manager.

6.2.3 Qualifications of Implementation Staff

Vendor implementation staff must be fully trained and certified by the manufacturer(s) of the system(s) you propose. Their training must be up-to-date for the specific systems being installed. In addition, all key implementation staff must be experienced in similar prior installations of the system(s).

Additional requirements include:

- Submission of qualifications by Vendor and approval of all key staff members by City of McKinney prior to project start
- Maintaining the involvement of Vendor's personnel essential to the project throughout the life of the project, up to and including training, implementation and acceptance
- Timely replacing any staff deemed unqualified by the City of McKinney
- Directing staff to comply with City of McKinney's rules and regulations.

Staff may be subject to a security check.

6.2.4 Documentation

6.2.4.1 General

- a. If selected, the Vendor must be able to supply comprehensive hard and soft copy documentation for the system which covers at least the following subjects:
 - i) Systems Administration and Management (user privileges, access and security administration, etc.) integrated with Microsoft Active Directory.

City of McKinney Courts Court Management System RFP

- ii) Utilities and tools to monitor resource utilization
 - iii) Web development tool kit, including API's
 - iv) System wide Entity Relationship Diagram (ERD) with documentation
 - v) Toolkit manuals
 - vi) Report generation scripts/Change Control tools
 - vii) Legacy Data Migration (Extract, Transfer, Load – ETL)
 - viii) Report distribution tools
- b. The system documentation must be consistent with the instructions supplied by the internal help systems for the application.
- i) The system must include no less than three original copies of documentation describing the use of the system, and its administration. The City of McKinney requires authority to copy documentation for internal use.
 - ii) Strong preference to support internal, context sensitive, help which is granular enough to provide help to specific item on the screen without having to scroll through a help file to find the specific description of the item.
 - iii) The Vendor must provide a printed database schematic and data dictionaries to assist the customer with the addition of site-specific fields and support for the system. Electronic copy to be provided.

6.2.4.2 Software Documentation

The proposal must include a list and description of the software that is required to operate the proposed hardware/software configuration. Once selected the vendor must provide documentation. Examples of these are:

- Application System Reference
- Application System Tutorial

The City of McKinney requires that the Vendor provide documentation (1) electronic copy for any software that the Vendor supplies as part of the system configuration.

6.2.4.3 System Implementation Documentation

Prior to commencing work, the Vendor must provide documentation to include systems design for Vendor installed components, with clearly identified interface points to other systems, Implementation Plan, System Test Plan and Procedures, and Training Plan. The delivery of these and certain key documents are expected to be indicated as milestone points on the Work Breakdowns Structure (WBS) of a Microsoft Project Schedule which will be provided by the Vendor as their first deliverable.

6.2.4.4 Training and Operations Documentation

Several documents will be prepared that will be used in training personnel and/or in operating the system. The Vendor must describe these documents in its proposal and specify the number of each that will be delivered to the City of McKinney.

6.3 Project Management

The City of McKinney will have a project manager for this implementation project. The City of McKinney's Project Manager will be the point of contact with the Vendor's project manager in all areas indicated in this RFP section. He/she will be empowered to resolve disputes and make decisions about any changes to the implementation plan or technical aspects of the system. He/she will also provide liaison with City of McKinney department heads, and will assist in coordinating work with the Vendor.

Vendor must also name a project manager. Key expectations for this individual include that this person:

- Will be empowered to authorize project changes.
- Will provide periodic written status reports at a mutually agreed upon time frame.
- Will maintain the involvement of the same Project Manager throughout the project and through implementation.

Subsequent to selection, the Vendor will present the project manager to City of McKinney management for City of McKinney's approval.

6.3.1 Coordination

Vendors must include a review of the project plan in each weekly teleconference briefing, and monthly on-site meeting, or more often if necessary. This briefing must include a review of the tasks accomplished and items delivered or installed. The Vendors Project Manager must keep the City of McKinney fully informed of any change in schedule and must provide a modified project plan including Gantt Chart for each schedule change of more than one day.

Vendors must deliver written notice to the City of McKinney no less than two weeks prior to the completion of each milestone. The purpose of this notice must be to allow the City of McKinney to schedule personnel who may be required to participate in testing or other activities associated with a pending milestone.

6.3.2 Scheduling

6.3.2.1 All proposals must include a preliminary schedule for the complete implementation of the proposed system components where the expected order of deployment is:

- Finance
- Case and Reports
- Records

- Jury
 - Prosecutor
- 6.3.2.2** The preliminary proposal schedules must include clearly identified milestones and tasks for each of the major activities and events that are planned for completion of the System through the complete system acceptance.
- 6.3.2.3** The Vendor (or Vendors) must be required to finalize a detailed schedule and Implementation Plan, for approval by the City of McKinney, as part of the contract negotiation process.
- 6.3.2.4** The detailed schedules must be included as part of the Contract, and must be maintained by the Vendor (or Vendors), and must be updated and reviewed with the City of McKinney at regular intervals as part of normal project management functions by the Vendor.
- 6.3.2.5** All scheduled changes must be subject to the prior approval of the City of McKinney.
- 6.3.2.6** Coordination with the City of McKinney’s project manager is required. The City of McKinney will not be responsible for any extra costs in the implementation phase that are caused by failure on the Vendors part to coordinate with the project manager.
- 6.3.2.7** Installation of the main system components must also be coordinated with City of McKinney’s project manager. Specify what specific interactions will be required, and what time will be required to make any required interfaces.
- 6.3.2.8** Installation of user equipment in occupied areas must minimize disruption to normal business activities. Specify how this requirement will be met.
- 6.3.2.9** Implementation of application systems must follow a logical progression, with testing and acceptance of predecessor systems prior to the implementation of additional systems.
- 6.3.2.10** During testing and startup of the new systems, on-site Vendor technical support is required.

6.4 Site Planning

The Vendor, as part of a walkthrough scheduled with the City of McKinney after award, will verify the operating environment and recommend the appropriate action for optimal implementation and usage of system by City staff.

6.5 Business Process Review

Vendor is required to analyze the workflow for each of the work areas that will be impacted by the new applications in order to determine the appropriate configuration settings for the system.

6.6 Coordination Meetings

Vendor is required to integrate with the City of McKinney Networking System and other current applications, and interface with other agencies. Coordination meetings will be required to ensure mutual understanding and shared expectations in regard to the nature and extent of interface and integration activities. Further, to assure timely compatibility and connectivity, the schedule as preliminarily detailed below, must be accommodated.

6.7 Phase-in Requirements

Project schedule expectations are provided below.

- 6.7.1 Vendor is required to analyze the workflow for each of the work areas that will be impacted by the new applications in order to determine the appropriate configuration settings for the system.
- 6.7.2 All system components must be tested and the results of testing presented to the City of McKinney project manager per Section 5.
- 6.7.3 A Phase-in plan is required as part of your implementation plan, covering testing, and the sequence and timing of events.
- 6.7.4 Vendors must have their own personnel at the City of McKinney site during testing and start-up (“go live”) periods in order to ensure a smooth phase in process.

6.8 Acceptance Testing

The performance requirements specified in RFP Section 5 must be met before each system is accepted and / or milestone is met. Your phased implementation plan must specify how performance testing for each phase will be done.

6.9 Training

6.9.1 Training Guidelines

The general training approach desired will be training of System Administrators and support personnel for general systems administration and operations, and select staff for application operations. The Vendors training programs must be designed and conducted to provide complete familiarization in applicable system operation.

The Vendor must describe the types of training classes that will be conducted, the number of persons that can be trained in each session, and the total number of hours required for each person to be trained. The training plan must provide for rotating shift operations.

All training, insofar as possible, is to be conducted on-site in the City of McKinney’s facilities. A copy of all training materials used by the Vendor is to be delivered to the City of McKinney upon conclusion of the training.

6.9.2 System Training and Documentation Requirements

The minimum training requirements are outlined at the end of this Section. The Vendor should use this as a guideline of requirements and should comment on suggested training.

6.9.3 Training Schedule

With the Implementation Plan, the Vendor must submit a schedule of all proposed training modules with the following information:

- Course summary/outline
- Duration of training for each module
- Maximum class size
- Audience
- Location of training
- Student prerequisites

6.9.4 Training Environment

- The system shall include a training environment that provides the real system and allows users to access training databases.
- Users logged on to the training database must utilize the same commands, forms and system features as users logged on to the live system.
- No data entered or command invoked while logged to the training database must corrupt the live system or noticeably impede the performance of the live system.

6.9.5 Training Volumes

Training proposals must provide for System Administration, Application Software and Report Generation, primarily through on-site training. Additional Vendor classroom training may be proposed. The training requirements are shown below.

Class	Total Trainees	Training Method (Onsite, Train-the-Trainer)
▪ System Administration	3	Onsite
▪ All contracted modules	10 - 15	Onsite
▪ Ad Hoc Report Generation	10 - 15	Onsite

6.9.6 Ongoing Training

The following requirements are applicable to the provision by Vendor of various categories of training after Implementation and Acceptance:

- Train-the-Trainer capability to be provided with the above.
- Vendor is asked to describe their program for follow-up training, if and when needed. This training is a separately chargeable item.
- Rates for subsequent years are subject to negotiation.
- Vendor may make training available at both Vendors' training facility and, at the City of McKinney's option, at the City of McKinney's site.
- Charges for training must be included in Project Price.

6.10 Implementation Plan

Your response to these implementation requirements needs to include a representative implementation plan. This plan can be in your format, but it must show an implementation GANTT schedule that has specifically designated phases with milestones. The overall implementation plan must combine all phases into a coherent GANTT schedule.

7.0 CONTRACT REQUIREMENTS

7.1 Instructions

7.1.1 The following contractual terms, contained in Section 7, are required. These instructions apply to all quotations or bid submittals and become a part of terms and conditions of any bid packet submitted. Note any exceptions taken to this section in the ***Proposal Response Forms, Section 7.***

7.2 Terms

7.2.1 Refer to Attachment A3 - City Terms and Conditions

8.0 PRICE REQUIREMENTS

8.1 General Information

8.1.1 Important Notice

Please provide your Price Proposal. Vendor shall identify the software and services required to support their Statement of Work.

8.1.2 Price Proposal Format

The price proposal response forms provide specified areas for either On-Premise or Vendor-Hosted SaaS solutions. Vendors are to respond to either section in accordance to their proposed solution, or both if the Vendor is capable of providing either option.

Submit your price proposal exactly as listed below:

- A summary price proposal, for each option being offered, either on the sheet provided or a comparable form. See RFP Section 8.3 below.
- A set of supporting price details, on the sheets provided or comparable. See RFP Section 8.4 below.
- Explanatory notes, further clarifying how you derived the prices in your proposal, listed on or attached to the supporting price detail sheet each note relates to.
- A strong preference exists for a software site license to be provided to the City of McKinney. Explain limitations if otherwise.
- You may also add any further narrative as needed to describe your price proposal.
- Optionally, provide any further narrative as needed to describe your price proposal.

8.1.3 Evaluation Period

Our price evaluation will use a uniform method for all proposals. The method will be a 5-year life cycle net present value analysis using uniform assumptions for economic analysis. We will also consider Vendor supporting price details in the context of the related sections of your functional proposal.

Time for Consideration: Vendor warrants by virtue of submitting the proposal that costs as outlined in his proposal will be good for an evaluation period of two hundred forty (240) calendar days from the date of proposal opening. *Vendors will not be allowed to withdraw or modify their proposals after the opening time and date.*

8.2 Summary Price Proposal

- The attached summary price sheet is clearly marked;
- Complete the sheet as instructed. Use duplicate or additional sheets as necessary; and
- Add explanatory notes as required for clarity.

8.3 Supporting Price Detail

8.3.1 Response Sheets

In addition to the price summary, there are several supporting price detail sheets, in Section Eight, Price Proposal, of the Proposal Response Forms; each supporting price detail sheet corresponds to major lines on the Summary Price Proposal. Complete all sheets as instructed on the form. Use duplicate or additional sheets as necessary, but do not change the formats. Add explanatory notes as required for clarity.

Court Management System
Specifications: General

General Law Records System Requirements			
#	Requirement	Response	Comments
	Agency Top Priorities		
1	Fully integrated Case, Jury, Records, Financial and Prosecutor functions;		
2	Integrate electronic citation, case management and workflow;		
3	Fully integrated electronic document management system for file scanning, storage, electronic forms processing, and workflow;		
4	Automate and integrate functions currently requiring manual intervention;		
5	High degree of configurable parameters instead of customization;		
6	Ability to rapidly recover the system from a critical event; and		
7	Integrated cash receipting with City financial system.		
	System Overview		
	<i>Vendor must offer a base Municipal Court CMS product or equivalent solution that services multiple functional areas within an integrated package</i>		
8	Ability to utilize the system to perform the following Court functions:		
9	Initiate court cases		
10	Maintain parties and participants		
11	Maintain case history		
12	Manage warrants		
13	Schedule events and resources		
14	Conduct hearings		
15	Manage finances (fines, fees, costs)		
16	Manage assets in trust		
17	Manage criminal judgments		
18	Manage court records		
19	Control access to court records		
20	Manage calendar		
21	Measure performance		
22	Ability to utilize the system to perform the following probation functions:		
23	Initiate probation referral/intake		
24	Maintain probation case history		
25	Schedule probation events and resources		
26	Determine indigence		
27	Supervise probationer		
28	Conduct pre-sentence investigation		
29	Manage probation programs (seminars, counseling)		
30	Measure probation services performance		
31	Ability to utilize the system to perform the following prosecution functions:		
32	Initiate prosecution cases		
33	View prosecution case history		
34	Prosecute cases		
35	Schedule prosecution events and resources		
36	Track evidence		
37	Manage discovery requests		

Court Management System
Specifications: General

General Law Records System Requirements			
#	Requirement	Response	Comments
38	Monitor compliance with active and deferred sentence/judgment		
39	Manage victims and witnesses		
40	Manage mediation/alternative dispute resolution		
41	Represent City in appealed cases		
42	Measure prosecution performance		
43	Ability to utilize the system to perform the following financial functions:		
44	General ledger management		
45	Accounts payable		
46	Accounts receivable		
47	Account reconciliation		
48	Payment collection/cash receipting		
System Requirements			
49	Provide Single Sign On functionality across the system using Active Directory for On-Premise installations or cloud identity management (e.g. Okta) for Vendor-hosted installations.		
50	Ability to limit authorized users of the system to input, update, sort, and report any of the information within the records system through any workstation.		
51	Ability for any user to message with any other system user.		
52	Ability for non-technical personnel to retrieve information from all files in the system, selecting records using the value of multiple fields through a graphical interface.		
53	Ability to expunge, seal, and purge whole and partial records through flagging records and data elements within records, and record agency reasons for closure with authorization.		
54	Ability to create workflows to manage and track work on dockets as they proceed through the process.		
55	Ability to manage workflows so that certain tasks must be completed before other tasks can be undertaken or completed.		
56	Ability to support capture of electronic signature to allow defendants, attorneys and court staff to electronically sign documents, notices, or other forms needing signatures.		
57	Ability to store electronic signatures for court staff to be applied to court-generated documents and secured by users login.		
58	Provide an intuitive search interface for users to search for information using any data field or combination of fields, with partial or full characters (e.g., full or partial name, social security number, driver's license number, date of birth, address, location of violation, officer name or badge number) with minimal training.		
System Architecture			
59	Ability to run under the latest version of Windows.		
60	Provide an Open architecture standards interface.		
61	Ability to operate within an N-Tier architecture that provides separate layers making it possible to change or update one layer without impacting the operations of the other layers.		

Court Management System

Specifications: General

General Law Records System Requirements			
#	Requirement	Response	Comments
62	Provide a system that is a comprehensive, integrated Municipal Court Management System.		
63	Provide support for mobile client platforms; identify platforms supported (e.g., PC/MDC/Laptop Windows 7, 10, iPad, iPhone, etc.). [EXPLANATION REQUIRED]		
64	Provide user-updateable table driven applications.		
65	Ability to encrypt data, which will travel via public carriers or wireless LANs.		
66	Ability for authorized users to enter "default" values in fields.		
67	Ability for authorized users to define required fields.		
68	Ability for authorized users to define the restricted values for any field.		
69	Ability for authorized users to add custom data fields.		
70	Ability for authorized users to maintain tables.		
71	Ability for authorized users to define and maintain code lists and their associated literals for as many data elements as possible.		
72	Ability for authorized users to define conditions under which an alert or notification is issued.		
73	Provide safeguards and application design patterns used in order to ensure that a single system request does not consume a disproportionate level of server-side resources.		
74	Provide for continuous system operation without degradation while files are backed up.		
Database Design			
75	Provide for a single, relational database design that minimizes and leverages data element entry.		
76	Provide a data dictionary that minimally contains the following fields: Field Name, Database Column Name, Data Type, Field Size, Field Format, Edit or Validation Criteria, Associated Code Table, Default Value, Description.		
77	Provide for master indices (e.g., name, vehicle, property, location).		
78	Ability to index records are inter-linkable (e.g. person to place, or person to person).		
79	Provide forms, tools and devices for maintaining the data.		
80	Provide the system administrator the tools needed to recover files in the event of accidental or malicious user record deletions.		
81	Provide a database that supports Standard Query Language (SQL). [List versions supported]		
82	Provide data import and export functionality. [Must List all import and export file formats supported, and describe mechanism for importing and exporting data]		
83	Ability to read from databases in real time through ODBC, JDBC, and/or web services.		
84	Ability to easily expand user definable fields.		
85	Provide support for both production environment and a test/training database.		
Audit and Security Requirements			

Court Management System
Specifications: General

General Law Records System Requirements			
#	Requirement	Response	Comments
86	Provide a sophisticated security system that allows the system administrator to develop security profiles for either individuals or classes of users that limit authorization and access, and adhere to local, county, state, and national security policies and requirements and best practices.		
87	Ability to permit and restrict users to only view financial cases based upon their authorization.		
88	Provide ability for third-party products to integrate with security mechanisms for ad-hoc querying and reporting.		
89	Provide compatibility and functionality with identification technologies such as biometrics, identification cards, and security tokens.		
90	Provide a security matrix that determines what functions and information down to the field level an individual may read, write, edit, or delete.		
91	Provide the system administrators the ability to delegate various levels of system administration capabilities to multiple individuals, such as establishing a user group with the ability to reset passwords.		
92	Ability for system administrators to manage both user and workstation security profiles from a central location.		
93	Ability to operate within the Microsoft security environment allowing the System Administrator to manage access through Group Policy, NTFS and Share permissions.		
94	Provide all users with a logon that is unique, with a user defined User ID and Password combination prior to using the system.		
95	Provide for the password not to be displayed on the screen as it is typed.		
96	Provide an expiration date for each password or, alternately, a period for which user passwords are valid (as specified by the systems administrator).		
97	Provide an automated alert warning at a definable time prior to expiration of a user's password.		
98	Ability to require a minimum length of password of no less than eight (8) alpha-numeric, upper/lower case characters.		
99	Ability to restrict password to not be a dictionary word or proper name.		
100	Ability to restrict password to not be the same as UserID.		
101	Ability to restrict password to not be transmitted in clear text outside the secure location.		
102	Ability to restrict frequency of reuse of password (maximum of 10).		
103	Ability to force passwords to expire within a maximum of 90 calendar days.		
104	Ability to force uniqueness logic to password.		
105	Ability for the system administrator to remove users at any time.		
106	Provide users with the ability to change their password at any time.		
107	Provide an audit log to show which user have logged onto the system and what workstation they have used.		
108	Provide security for both operating system and database management software to prevent unauthorized access by circumventing applications.		

Court Management System
Specifications: General

General Law Records System Requirements			
#	Requirement	Response	Comments
109	Provide database management security for database reads, writes, edits, and deletes.		
110	Provide for protection of locally stored data (i.e., encryption or user authentication).		
111	Provide sufficient security to prevent employee records from being viewed by anyone other than the employee, supervisory or managerial employees.		
112	Ability to log all messages.		
113	Provide a simple means of viewing and retrieving records from the message switch log.		
114	Provide an audit trail record for every record entered, edited, or deleted. The audit trail entry shall record the original value of the record or field, the new value, identify the user who entered or changed the data, and the date and time of the entry or change.		
115	Ability to purge audit log within date range; purge to a unalterable, permanent optical storage.		
116	Provide the following standard outputs at a minimum:		
117	Users [sorted by login, frequency, total time in system, number of concurrent logins, machine used, duration of time-outs]		
118	Failed logins [sorted by login name, number of attempts, date/time of attempt, and machine used]		
119	Subsystem security violations		
120	Alerts of configured security violations [with external message at predefined locations]		
121	Email system alerts		
	User Interface		
122	Provide a modern, consistent graphical user interface that is native to the platform (e.g., iOS, Windows) that maximize legibility and usability.		
123	Provide dashboard capabilities that allow users with permissions to modify personal settings.		
124	Ability for users to personalize screens using the Microsoft Windows graphical user interface capabilities (e.g., arrangement of Windows, colors, characters).		
125	Ability for users to switch between screens/functions, or have multiple screens open concurrently, without losing any unfinished work.		
126	Ability to lock windows in place.		
127	Ability to restore windows to default, if changed.		
128	Provide a graphical user interface which utilizes menus, shortcuts (e.g., Alt + 1), and function keys to operate and navigate the system.		
129	Provides speed keys or shortcuts to specify frequently-recurring information.		
130	Ability to hide unnecessary fields and only display/print relevant information in reports, skipping the inclusion of empty and unrelated fields.		
131	If the system presents multiple pages/screens of information in response to a user action (e.g., inquiry, address verification), ability to page forward/backward through the material quickly using the keyboard.		

Court Management System
Specifications: General

General Law Records System Requirements			
#	Requirement	Response	Comments
132	Ability to dynamically resize the system's windows while maintaining the module's original aspect ratio.		
133	Ability to run multiple sessions of different applications on the same screen.		
134	Ability to run multiple sessions of the same application on the same screen.		
135	Ability to utilize OS native capabilities to minimize entry clicks/taps required to update an entry.		
136	Intuitive search functions in the CMS for name, age, DOB, address, case number, social security number, telephone, etc.		
137	Ability to sign documents or inject signature(s) based on login ID and security credentials.		
Log On/Off Commands			
138	Prior to accessing any system function or file, users shall be required to log on to the system using an Employee or User ID and unique password combination.		
Help Functions			
139	Provide online, in-field, or context-sensitive help for all forms and commands.		
140	Ability, with system administrator authorization, for users to add to, edit, and amend online help files.		
141	Provide documentation that is searchable by key words.		
142	Ability to provide help via mouse click on an icon or function key from any screen or field within any application.		
143	Ability to maintain online user-defined, agency-specific documentation and procedures, including: glossary of error codes, glossary of terms, staff procedures/ready references, standard operating procedures, policy statements.		
Training & Test System			
144	Provide independent secondary training and test systems that utilize a copy of the production data files and mirror the current production environment configuration including all software and hardware.		
145	Ability to prevent users from switching between training/testing and production modes by the log on screen or some other simple software command; this shall not require the workstation or the client application to be reprogrammed in any way.		
146	Provide training and test systems that do not degrade the performance of the production system.		
147	Ability for the training and test systems to record the entries made in secondary storage files where they can be retrieved for review.		
148	Ability to maintain separate training records, how-to guide records and production records.		
149	Provide users logged on to the training and test systems with access to all application commands and functions.		
150	Provide authorized user with the option to enable or disable system interfaces for users logged on to the training and test systems.		

Court Management System
Specifications: General

General Law Records System Requirements			
#	Requirement	Response	Comments
151	Provide some visible designator on the screen that the system is in a training or testing mode while in that state.		

Court Management System

Specifications: Case

Case Management			
#	Requirement	Response	Comments
General			
1	Provide a Cloud-based component that defendants and attorneys may be able to look up Court information online.		
2	Provide a single name/party record entry in a fully relational table that is or can be linked to any other occurrence of the same information elsewhere in the application. Adjusting this information anywhere in the application will adjust all others displays of that information.		
3	Provide a Court/Division/Court-definable and interactive register of actions, and/or case docket functionality, with an ability to link case participants and related cases.		
4	Ability to support online payments.		
5	Ability to define case statuses (e.g., active, closed, warrant) and multiple sub-statuses (e.g., probation, diversion, collections).		
6	Ability to highlight certain case statuses to draw users attention to them (e.g., highlighting "Warrant" status in red).		
7	Ability to automatically close a case based upon business rules in accordance with the City's court rules and procedures.		
8	Ability to capture case closure reason.		
9	Ability to reopen previously closed cases, retaining previous case closure and current reopening information within the record.		
10	Ability to enter data into customized forms by free-form typing and drop boxes.		
11	Ability to auto-sign or auto-approve documents with electronic signatures.		
12	Ability to integrate with scanning device in order to capture driver's licenses/ identification cards and have facial recognition features to correctly verify a person's identity using DL or personal ID.		
Electronic Ticketing			
13	Ability to work with a variety of electronic ticketing products/vendors. <i>[EXPLANATION REQUIRED: IDENTIFY AT LEAST 3 VENDORS WITH WHICH YOU HAVE SUCCESSFULLY INTEGRATED]</i>		
14	Ability to bring data entered into electronic ticket writers into the system.		
15	Ability to convert electronic tickets into .PDF documents showing a picture of the officer's and defendant's signatures.		
Citation Entry			
16	Ability to configure mandatory fields required for ticket entry.		
17	Ability to configure the system to auto-populate fields, or prompt users to select from a list of matching data based upon information previously entered, especially in the case where multiple tickets are being entered for the same person.		
18	Ability to import data into the system using .txt, .csv, .xls/.xlsx file types.		
19	Ability for authorized users to look up violations.		
20	Ability for authorized users to look up the officer by officer ID number or office name.		
21	Provide an error to the user if they are trying to assign a court date, court time, or court docket that is full.		
22	Ability to auto-generate the next available court date based on the officer's and court's schedules.		

Court Management System

Specifications: Case

Case Management			
#	Requirement	Response	Comments
23	Ability to record the date, time and person that entered the citation.		
24	Ability to automatically notify the user entering the citation when a duplicate citation is being entered.		
25	Ability to flag the system for the following Citation criteria:		
26	Out-of-state plates or driver's licenses		
27	25 mph over limit		
28	25 mph under limit		
29	School zone		
30	Construction zone		
31	Juvenile (under 16 years)		
32	17 to 21 years old		
Courtroom Processing			
33	Ability to print the docket for all cases that are to be heard at a user-defined date and time sorted by court date, citation number, ordinance violation, officer name and disposition.		
34	Provide ability for court clerks to check-in defendants.		
35	Ability for the system to automatically route cases electronically to judges, prosecutors, public defenders, once they are checked-in.		
36	Ability to electronically flag case files for warrants and route to the Warrant Officer's queue.		
37	Ability to automatically generate notices and letters as an event is scheduled or rescheduled.		
38	Ability to view the citation being heard and a summary of all priors, what each prior was, and its status.		
39	Ability to search on a judge's name and directly navigate to any upcoming event.		
40	Ability to enter a plea, the verdict, adjust the fine and/or cost amounts, amend the violation ordinance code, and enter the judge's comments made regarding the defendant's sentencing.		
41	Ability to assign a sentence of corrective school (e.g., traffic school, drug awareness, youth substance abuse program) as part of the sentence; must be able to schedule the school, collect the associated fee, and keep track of the defendant's compliance.		
42	Ability to produce failure letters for defendants that have not paid or fail to appear in court.		
43	Ability to produce a notice of driver's license suspension when a defendant does not comply within a user-defined period after receiving a failure letter on a motor vehicle-related charge.		
44	Ability to produce a warrant when a defendant does not comply within a user-defined period after receiving a failure letter.		
45	Ability to notify the clerk when a defendant does not comply with alternate sentencing.		
46	Ability to track bond information when a defendant posts bond instead of being incarcerated.		
47	Ability to refund the bond amount when the defendant complies.		
48	Ability to notify the bond company that a defendant did not appear in court.		

Court Management System

Specifications: Case

Case Management			
#	Requirement	Response	Comments
49	Ability to forfeit the bond.		
50	Ability to apply the amount of the bond against the fees and costs owed by the defendant.		
51	Ability to keep track of jail time served by the defendant.		
Schedule and Calendar			
52	Ability to display courtroom or court division-wide based calendars.		
53	Ability to generate user-defined office calendars sorted on any combination of locations, judges, courtroom, and date/time.		
54	Ability to initiate a schedule of future tasks for individual or group events based on occurrence of prior tasks or events (e.g., schedule event appearances after status of prior events occur) based upon the City Court's business rules.		
55	Ability for authorized users to designate a case with special scheduling needs.		
56	Ability to produce schedules for individuals, events, tasks and dates (e.g., judge's schedule by date).		
57	Ability to print and/or export the schedules to Microsoft Excel, Adobe Acrobat.		
58	Ability for judges and other authorized users to view an interactive calendar for upcoming associated events.		
59	Ability to manual assign and reassign cases to individual or groups of judges.		
60	Provide each party to have a viewable calendar for upcoming associated events.		
61	Ability to setup a calendar of events/ pending cases at the beginning of each fiscal year		
Case Parties			
62	Ability to track all parties entered, including the names of people, businesses, financial accounts and group names.		
63	Ability to link parties within a case, and associated cases to each other within the system.		
64	Ability to track and view all cases linked to a party, and from this view go directly to a chosen case.		
65	Ability to track multiple addresses, phone numbers, and emails for any named party.		
66	Ability for the clerk to establish Case Parties Profiles by entering the name and contact information for defendants, victims, witnesses, attorneys (including Bar number), public defenders, judges, prosecutors, interpreters, lab personnel, officers).		
67	Ability track an unlimited number of relationships between parties (e.g., brother, sister, business associate, employer).		
68	Ability to track an unlimited number of addresses, emails, phone numbers, aliases, and other descriptive information for each Party associated with a case.		
69	Provide ability to update a Case Party's information from their master record or from within the Case Party Profile, with the information updating all records associated with that party within the system.		
70	Ability to merge duplicate Party information and track changes.		
71	Ability to run a Duplicate Case Party report to identify possible duplicate case Parties.		
Dockets			
72	Provide for an unlimited number and type of court dockets that can be created, maintained and tracked.		

Court Management System

Specifications: Case

Case Management			
#	Requirement	Response	Comments
73	Ability to track event/docket information, including but not limited to: type, location, date and time, and event notes.		
74	Ability to automatically generate docket entries through case initiation process; docket entries must be able to be variable by case type.		
75	Ability to move cases between dockets.		
76	Ability to schedule cases on various dockets and indicate the action to be taken.		
77	Provide the ability to post dockets online.		
78	Ability to limit the number of cases that can be scheduled on a docket.		
79	Ability to review and schedule officers for cases based upon their availability.		
80	Ability to establish a calendar of available dates for cases to be scheduled.		
81	Ability to block cases from being schedule on a docket (e.g., holidays, court closed).		
82	Ability to use a different numbering schema for case jackets and citations		
Batch Processing			
83	Provide for an unlimited number and type of court dockets that can be created, maintained and tracked.		
84	Ability to stack cases on a docket in a queue for batch processing.		
85	Ability to group and apply certain function(s) (e.g., continuances, 30-day notices, collections, warrants, suspensions, payments, invalid insurance, failure to appear/failure to comply) to a selected batch of cases.		
Payments			
86	Ability to disburse full or partial payments over multiple fees/costs in a priority manner as defined by the user.		
87	Ability to set up and track payment plans.		
Receipts			
88	Ability to generate detailed receipts.		
89	Ability to save/archive a copy of receipts or payment records electronically associated with a case.		
90	Ability to reprint receipts.		
91	Ability for an authorized user to void a receipt.		
92	Ability to handle multiple payments or payment types (e.g., cash, check, credit card, money order).		
93	Ability to produce a receipt list for all active cases for a defendant, including next court date and balances due for each case and a total balance due.		
94	Ability for clerks to append a note to a receipt.		
95	Ability to account for adjustments to fines and other court costs.		
96	Ability to track restitution.		
97	Provide an indicator to show the clerk whether restitution is owed on a case.		
98	Ability for the restitution indicator to be automatically removed when the restitution is paid in full.		
Fine Schedules and Court Costs			
99	Ability to establish a fine schedule and/or cost codes (e.g., fines, court costs, restitution) that auto-populate as charges are entered.		
100	Ability to charge a fee each time the court date is reset.		

Court Management System

Specifications: Case

Case Management			
#	Requirement	Response	Comments
101	Ability to increase a fee if it has not been paid in a user-defined time period.		
102	Ability to assess jail and incarceration fees.		
103	Ability to handle community services as a non-monetary payment type.		
104	Ability for an authorized user to change auto-populated fine amounts on a charge at any time.		
105	Ability to associate court fines and costs with those in effect on the date the fines and costs are assessed, even if the standard fines and costs are changed at a later date within the system.		
106	Ability to attach costs to cases and/or charges.		
107	Ability to transfer costs from one case to another, or one charge to another if the original one was dismissed.		
108	Ability to attach State costs to cases and/or charges.		
109	Ability to transfer State costs from one case to another, or one charge to another if the original one was dismissed.		
110	Ability to calculate jail credit to reduce fees and associated collection fees from collection agencies.		
111	Ability to account for restitution so that it correlates with A/P in order to pay the victim		
	Case Notes		
112	Ability to enter unlimited free text case notes and/or comments for a case or person.		
113	Ability to mark specified case notes/comments as "Open" or "Closed" so that only the Open records are open to the public and will be printed on a case history report.		
114	Ability to identify whether property/evidence has been collected for a particular case or person.		
115	Ability to track probation, diversion, and/or other sentencing arrangements.		
116	Ability to view attachments (e.g., etickets, mugshots, insurance cards, .pdf documents, Word documents) directly from a case or person record.		
117	Ability to allow cases to be expunged and/or sealed.		
118	Ability for authorized users to create mailing lists based upon specific criteria (e.g., all defendants with an outstanding warrant).		
119	Provide an indicator to notify the court clerk that a defendant has used a bad check in the past.		
120	Ability for clerks to perform daily balancing activities, such as counting down their cash drawers.		

Court Management System

Specifications: Jury

Jury Management		
#	Requirement	Response
Bar Codes		
1	Provide specifications for related hardware: wands, barcodes readers, scanners etc.	
2	Ability to scan qualification forms and supplemental documents that are completed by jurors and linked back to juror's record.	
3	Ability to remove and/or add jurors selected to a case via scanned bar coded badges or some other automated process.	
4	Automatically prints or populates for printed work certificates upon check in.	
5	Ability to have self check-in options.	
Ease of Use		
6	Ability to utilize the system to perform the following jury functions:	
7	Pre-populated screen fields with drop down boxes	
8	Multiple windows/toggle quickly between screens	
9	Error alerts	
10	Comment/note fields	
11	Ability to verify addresses	
12	Search/display/sort/filter options without regard to capitalization	
13	Data checks and auto corrections	
14	Ability to handle multiple day trials	
15	Support the use of the same pool of jurors for Common Pleas (criminal and civil cases) and Grand Jury.	
16	Ability to delete a case, panel, juror check information per user specified criteria.	
17	Ability to close out a case or panel.	
18	Provide ability to manually add and/or delete juror to/from panel.	
19	Ensure ease of ability to navigate jurors between/among panels on the same day during Jury Selection.	
20	Condense summoning process and make user friendly.	
21	Ability to scan and attach/upload documents where needed.	
22	Ability to confirm if the potential juror is hearing impaired.	
Juror Pool Lists		
23	Ability to update list on annual basis (Voter's Registration, and/or Collin County juror list).	
24	Ability to process randomly selected lists excluding the actual jurors who served in the last 3 years, all permanently excused jurors, and all potential jurors with an excuse end date after the pool year.	
25	Check new data for pool against data in the system for address changes, name changes, and excuse changes.	
26	Ability to change juror names, keep history records of the name change, and have the pool process check history record to eliminate duplicate name records.	
27	Ability to produce notifications within system in a small format such as a Postcard.	
28	Ability to automate Jury notification system with Portal-based features such as automatic notifications, notice verification, and online payments.	
29	Remote access to the system with the same security level.	
State Compliance		
30	Must be compliant with Texas Statute, Chapter 45 and 62.	

Court Management System

Specifications: Jury

Online Portal		
31	Ability to post juror status, by Juror ID, to the Internet.	
32	Ability to permit potential jurors to perform internet based requests for changes to some of their record (e.g. let user change phone number).	
33	Ability of jurors to view status	
34	Commonly asked questions section	
35	Juror ability to document and Court Admin ability to track juror mileage online	
36	Juror ability to fill out summons online	
37	Juror ability to add/upload doctor's excuses/ employer letters, etc., online.	
38	Mobile messaging capabilities for alerts and notifications	
Summons		
39	Customized summons (Civil and Criminal) to include:	
40	Perforated badge on summons for easy removal by juror and placement in a badge holder provided on Jury Selection Day	
41	Electronic stuffing/sealing of summons	
42	Provide capability to print address labels and envelopes using system data	
Electronic Forms and Reports		
43	Electronic forms for use in Courtrooms.	
44	Ability to view questionnaires via tablet, mobile device or laptop by attorneys during selection process in court.	
45	Protected and View ONLY.	
46	Provide for a platform agnostic design allowing for various browsers and device OSs. The use of responsive web design is highly encouraged.	
47	E-fax, e-mail, and e-filing capabilities including ability to view faxed and filed documents from within a juror's record.	
48	Ability to randomly select jurors at all levels of the selection process: pool selection, panel selection, case selection.	
49	Ability to have electronic separation of undeliverable/Ret'd/Online submissions.	
50	Ability to print excusal form letters.	
51	Ability for District Court Administrator's Office and jury system users able to customize all templates for letters, summons, notices, etc., with ability to merge system data into template for seamless printing.	
52	Ability to produce granted, excused, postponed, and denied letters to jurors.	
53	Ability to produce letters in batch or by juror.	
54	Allow Print preview.	
55	Ability to select excusal letter that is customized in the system (Excusals entered should be captured in statistics reported by the system).	
56	Applicable Jury Yield Report and Utilization reports as required by Texas OCA. Breakdown by panel number and date, number of jurors summoned, excused, available, % yield (available/summoned), and number of judges associated with each panel.	
57	Ability to report to a file instead of to a printer.	
58	Ability to export report data to Excel spreadsheet, PDF, text pad and other file options.	
59	Reports to have predefined sorts and filters to permit users to run common statistical reports.	

Court Management System

Specifications: Jury

60	Allow reports to run in either real time or in a scheduled or batch mode after hours as needed.	
61	Provide a mechanism or software such as Crystal Reports for creation of specified reports.	
62	Ability to run State Jury Compensation Report.	

Court Management System

Specifications: Jury

Comments

Court Management System

Specifications: Jury

Court Management System

Specifications: Records

Records Management			
#	Requirement	Response	Comments
Records Management			
1	Ability to mark forms as "Open" or "Closed" and reference the state statute section if a record is closed.		
2	Ability to mark forms with retention requirements.		
3	Ability to alert authorized users when documents are eligible for destruction based upon the user-defined retention schedule.		
4	Ability to generate an internal case history report that shows all information in a case.		
5	Ability to generate an external case history report that limits information to the information that needs to be open to the public to satisfy state law.		
6	Ability for authorized users to redact certain information on forms that may not be open to the public (e.g., social security numbers).		
7	Ability to perform OCR (optical character recognition) on standard-formatted forms to eliminate the need for manual entry.		
8	Ability to generate bar codes on forms, files and folders.		
9	Ability to utilize bar code scanners to read bar codes on forms, files and folders.		
10	Ability to integrate with SAP Crystal Reports software		
11	Ability for batch processing of multiple reports and integrate with individual scanners per workstation		
Forms			
12	Ability to use Microsoft Word for templates with merge fields to auto-populate specific information in a case record.		
13	Ability for an authorized user to create templates as needed and/or as court processes change.		
14	Ability for an authorized user to make changes to the above templates as needed.		
15	Ability for an authorized user to edit documents once generated and save them as a new version so that the chain of documentation can be tracked.		
16	Ability to set documents to automatically print, print all documents, or not to print.		
Document Management			
17	Ability for an authorized user to generate and image documents directly from/to the person or case.		
18	Ability for an authorized user to scan documents directly to the person or case record.		
19	Ability to support industry standard file types, including: .pdf, .txt., .doc(x), .xls(x), .jpg, .video).		
20	Ability for an authorized user to redact information electronically prior to printing/emailing/faxing documents.		
21	Provide support for duplex scanning.		

Court Management System

Specifications: Records

Records Management			
#	Requirement	Response	Comments
22	Provide de-skew, de-speckle and blank page detection capabilities.		
23	Provide automatic sensing of document orientation during scanning.		
24	Provide display of image while it is being scanned.		
25	Provide OCR support and full-text indexing.		
26	Ability to utilize multiple types of scanners. [MUST LIST scanner models with which the system is compatible.]		
	Search		
27	Ability to search by full-text on words or phrases, and perform Boolean, proximity and fuzzy searches.		
28	Provide highlighting of searched words or phrases in returned text or image.		
29	Ability to index by multiple key fields.		
30	Ability to restrict searches by combining full-text searches with index field searches.		
31	Ability to create a workflow so that multiple documents can be scanned at one time and routed to the appropriate user for further processing.		
32	Ability for users to search for scanned documents within the system.		
33	Ability to support quick retrieval of all case-related information, including scanned documents, in the courtroom by an authorized user.		

Court Management System
Specifications: Financial

Financial Tracking			
#	Requirement	Response	Comments
	General		
1	The CMS financial module is a self-contained accounting and finance system that communicates with the ERP financial system sending daily reports and key adjustments made in order to balance the General Ledger.		
2	Provide for integrated financial tracking for court, traffic, parking and any court-defined fees.		
3	Provide fine and fee capabilities utilizing the same database as the rest of the system so that items, such as changing an address of a defendant will change the address of the restitution payee.		
4	Provide a ledger detail of all payments made.		
5	Ability to support a flexible, user-defined and maintained account structure that enables funds to be distributed to appropriate payor based upon court orders.		
6	Ability to support a flexible, user-defined and maintained account structure that enables funds to be disbursed to appropriate case cost types and other accounts (e.g., city, county, state, victims).		
7	Ability to compute and enter monetary penalties (e.g., fines, fees, restitution) based on court orders received.		
8	Ability for authorized users to establish and maintain standard tables for costs, fees and fines.		
9	Ability to compute and produce costs and fees based on the occurrence of specific events (e.g., drug testing fees).		
10	Ability to auto-create and link user-defined fees based on the creation of initial penalties (e.g., traffic fine automatically creates Court Technology fee).		
11	Ability to manually enter case note information upon receipt of notification of fee payment by payee to an outside agency.		
12	Ability to establish, maintain, and track various types of bank accounts.		
13	Ability to designate own account numbers that links back to the original ticket and be able to make payments through online portal.		
14	Online portal capability to search with account number in order to pay.		
15	Ability to compile a text file that shows daily adjustments for the general ledger.		
16	Ability to integrate with AMS or City's current credit card transaction service for online payment system.		
17	Ability to create unique batch number for daily reports.		
18	Automate daily summary data to send to financial system, include to following:		
19	Receivables		
20	Cash Receipts		
21	Bonds		
22	Revenue		
23	State Payables		

Court Management System
Specifications: Financial

Financial Tracking			
#	Requirement	Response	Comments
24	Dispositions		
25	Ability to create daily aging reports and deposit reports based on adjudication date.		
26	Ability for Finance department to query transaction data but not able to make changes to the transactions.		
	Payments		
27	Provide for the collection and allocation of payments made by court involve parties.		
28	Ability to support mail-in, walk-up, and internet based payments.		
29	Ability to support kiosk and interactive voice response (IVR) payment by phone.		
30	Ability to automatically and manually allocate payments for one case or multiple case financial obligations.		
31	Ability to associate a payment with the proper case and defendant when funds are collected.		
32	Ability to accept full, partial or installment payments by various methods.		
33	Ability to pre-establish the priority of fees or costs paid when partial payments are collected, and apply the payments accordingly.		
34	Ability to accept multiple types of payments in a single transaction.		
35	Ability to accept a single payment for multiple cases with the ability to process each case credit separately.		
36	Ability to accept and record funds collected from other state, local and private agencies for payment of specific case and payee's costs and fees.		
37	Ability to produce a summary for each cashier, including each type of payment (e.g., cash, check, credit card, fee waiver).		
38	Ability to accept transactions that arrive after the end-of-business day close to be entered as transactions for the next business day.		
39	Ability to produce payment notices.		
40	Ability to create payment schedules, collect payments, apply payments collected to scheduled amount due (e.g., amount in judgment) and produce reports on overdue amounts (e.g., for previously waived fees).		
41	Ability to account for restitution so that it correlates with A/P in order to pay the victim.		
42	Ability for online banking from a payment aggregator.		
	Receipts		
43	Ability to print receipts for payees.		
44	Ability to generate, print and reprint multiple receipts from one financial transaction covering payment for multiple cases.		
	Delinquencies		
45	Ability to batch process delinquent payment report generation and printing.		

**Court Management System
Specifications: Financial**

Financial Tracking			
#	Requirement	Response	Comments
46	Ability to batch process delinquent payment letter generation and printing; letters must include the following information: Payee Name, Payee Address, Total Due, Set Amount of Payment, Case Number.		
47	Ability to identify (i.e., input or calculate) and record payment delinquencies, generate alerts when scheduled payments are not made (e.g., for unpaid assessments now due), and take or prompt the user to take appropriate action (e.g., refer to collection court or notify appropriate court and judge).		

Court Management System

Specifications: Records

Records Management			
#	Requirement	Response	Comments
	Warrant Functions		
1	Ability to issue, track, recall, and edit warrants.		
2	Ability to track bonding companies (e.g., active/inactive/revoked, amount of money bonded, names of defendants bonded, bond due dates, bond forfeited).		
3	Ability for authorized users to track bonds (e.g., post/paid, used, forfeited, refunded, released).		
4	Ability for authorized users to track cash bonds separately so that the Finance Department is able to reconcile the cash bond fund.		
5	Ability for authorized users to change a cash bond amount if different from the amount originally set on the warrant form.		
6	The capability to interface or interact with the CCSO jail system or software, Vigilant, and automated calling system.		
7	Capability to run reports by Address, Phone Number, Zip Codes, Amounts, and Work Information, License Plates, age, DOB, and sex		
8	Connect with region as well as TCIC/NCIC (Two way push)		
9	The system should queue warrants by geographic location on one of the following geographic basis Mapsco Coordinates, zip code, street name by block number range.		
10	Have the capability for Marshals to Map warrants on their MDC in the field		
11	Have the ability to attach or print out the defendants picture on the warrant itself.		
12	Ability to be able to attach Officers Photo to his bio in the court system		
13	Ability to take a picture of the defendant at the window and attach it to the case.		
14	Provide the ability to view any document associated with a case in warrant statue including but not limited to the image of the original citation, the complaint letter, the judgement and the warrant for the warrant confirmation.		
15	Provide the ability to queue confirmed warrants for which there has been no response from other agencies. Provide the ability for an outside agency (McKinney PD) to electronically search the court systems warrant database for confirmation procedures.		
16	Automate the generation of the HIT-Slip (Tool used to track the cases that have been confirmed on a specific individual)		
17	Provide the ability to store an image of any document utilized during the warrant process.		
18	Provide the ability for the system to prompt the clerk if it cannot flag a case for warrant (Juvenile)		
19	Provide the ability to unflag and reflag warrants		
20	Provide the ability to electronically resend information to region if it was not accepted by them initially		

Court Management System

Specifications: Records

Records Management			
#	Requirement	Response	Comments
21	Provide a list of all defendant associated with a given Vehicle Tag number when queried from the system.		
22	Provide Local arrest warrant information for any other cars tied to the individual in question		
23	Provide a warrant notice worksheet(printable) containing the following information Last three know addresses, Defendants demographic information, employee information, know vehicle information		
24	Warrant Notices should be linked to a marshal that is attempting to serve a warrant		
25	Provide a web portal that Marshals can access via MDC to track activity completed in the field.		
26	Produce productivity reports including number of people arrested, number of warrants served, activity completed that do not lead to arrest, number of warrants attempted, dollar amount of warrants cleared by arrest.		
27	Process arraignment activities in the case management system		
28	Provide the ability to identify cases which have been processes by the collection agency VS the marshals.		
29	Provide highlighting of searched words or phrases in returned text or image.		

Court Management System

Specifications: Prosecutor

Prosecutor Management			
#	Requirement	Response	Comments
Prosecutor Functions			
1	Vendor must offer a base City Prosecutor CMS product that services multiple functional areas within an integrated package.		
2	Incident: enter Incident, upload digital media evidence, submit incidents, view rejected cases, request grand jury subpoena.		
3	Intake: receive and/or enter incident, receive and/or upload digital media evidence, assign attorney, make charging decision, select prosing, generate charging instruments.		
4	Management: view cases, view pleas, view digital media evidence, add and/or edit work product notes, tag cases, task management, calendaring, manage discovery.		
5	Administration: manage security, manage configuration, manage document templates, manage expunctions, manage NCIC codes, manage audit trail.		
6	Integrations: Law Enforcement records management system, jail management system, court case management system, local data repositories.		
Document Management			
7	Standard indictment text separate from the statute code can be attached to a statute. Indictment charges can be added and an indictment can be prepared, with access to this information restricted from unauthorized users. Defendant and case-specific information is electronically merged into the indictment template to create an RTF document, but we still maintain the flexibility to change the language in the indictment as needed without changing the main template.		
8	Subpoenas can be easily produced. This type of document is restricted from viewing by unauthorized users until the subpoena is served. With a participating Police Department, when and how a subpoena is served can be viewed.		
9	Additional functions within the PCMS allow for the assignment of attorneys/prosecutors to a case with the additional ability to designate the lead prosecutor, scheduling of court appearances, production of daily dockets with juveniles' names omitted, and categorization and listing the paperwork associated with a case.		
10	Case specific notes can be entered and maintained for easy referral with viewing accessing specific to the prosecutor's office.		
11	Available reports include Court dockets, Case Listings by Court, Domestic Cases Without an Arrest, Current Protective Order List, Domestic Violence statistics, and Victimless Prosecution Statistics.		
12	Ability to view defendant's criminal history in an organized format which includes, case numbers, offense, offense code, lead attorneys, pending court dates, and disposition and sentencing information.		
13	Forms such as Subpoenas can be easily produced, with the document automatically scanned into the system.		
14	Ability to restrict from viewing by unauthorized users until the subpoena is served.		
15	Ability to issue warrant		
16	Ability to generate documents or forms that can meet the following criteria:		
17	Generate Complaint/ Subpoena documents from within the CMS with key fields that are auto-populated		
18	Other fields will be free-form text boxes with ability to add notes		
19	Ability to generate a separate Prosecutor File that has Superior Law enforcement in case documents need held away from Judge until they adjudicate and then can be released.		
Security Management			
20	Victims' and witnesses' addresses, phone numbers, and personal information are entered on each case and secured if a confidentiality request has been filed.		
21	Ability for support staff to repeatedly issue subpoenas without having to enter the same information multiple times.		
22	Trial dates are entered on each case, which allows choosing the trial date and the designated court for multiple subpoenas rather than having to fill in these repetitive blanks for multiple subpoenas.		
Reports and Queries			
23	Ability to create the following report		
24	Case Listings by Court		
25	Cases Without an Arrest		
26	Current Protective Orders List		

Court Management System

Specifications: Prosecutor

27	Domestic Violence		
28	Victimless Prosecution		
29	Search parameters for queries include		
30	Case number		
31	Court		
32	Defendant or party name		
33	Date of birth		
34	Police case number		
	Additional Features		
35	Additional features for the prosecutor module are identified below		
36	Ability to designate lead prosecutor		
37	Ability to schedule court appearance		
38	Ability to produce daily dockets with juveniles' names omitted		
39	Ability to categorize and list the paperwork associated with a case		
40	Ability to add a charge, disposition, and sentence		

Court Management System
Specifications: Prosecutor

**Court Management System
Specifications: Interfaces**

Interfaces			
#	Requirement	Response	Comments
	General		
1	Provide an API (application programming interface) so that the City can create its own interfaces that interact with the system.		
	Financial		
2	Ability to interface with Superior HTE financial systems.		
	Single Sign-on		
3	Provide an interface to the Single Sign on system; Active Directory for On-Premise or Okta (or similar) for Cloud-based.		
	GIS Interface		
4	Ability to use data from the City's ESRI system in order to validate addresses.		
	Document Management		
5	Provide an interface with the Laserfiche for storage of final reports. Based upon a review of the selected vendor's RMS Document Management capabilities, the City will choose either to continue use of Laserfiche or use the vendor's integrated document management system.		
	Law RMS/JMS		
6	Provide an interface to the Superior RMS/JMS		
	Traffic Ticket Interface		
7	Provide an interface from Brazos traffic ticket system.		
	Reporting		
8	Provide an interface with SSRS for reporting.		
	Other External Data Exchanges/Interfaces		
9	Provide an interface to DPS for commercial motor vehicle violations.		
10	Provide information on how your CMS integrates to the following types of third party systems. Include the specific vendor's name and product:		

Court Management System

Specifications: Reports

Reporting			
#	Requirement	Response	Comments
Financial Reports			
1	Ability to generate the following type of report for a user-defined date range:		
2	Daily Cash Detail and Summary		
3	Collections (e.g., daily, monthly)		
4	Violation Ordinance Detail and Summary		
5	Daily Payment Disbursements		
6	Outstanding Balances by Fine/Fee Type		
7	Outstanding Cash Bonds		
8	Total Amount in Collections/Debt-Set Off		
9	Total Amount Received from Collections/Debt-Set Off		
10	Amounts Submitted to Collections/Debt-Set Off vs. Actually Collected		
11	Total Amount Collected by Cost Code		
12	Total Amount of Restitution Collected vs. Ordered		
13	Ability to create daily aging reports and deposit reports based on adjudication date.		
14	Ability to generate and print a batch delinquent payment report that minimally includes the following information: Payee Name, Payee Address, Case Number, Total Amount of Restitution, Total Amount Paid, Total Due, Set Amount of Payment, Last Payment Date, Last Payment Amount.		
15	Ability to generate a report listing any discrepancies between payments, receipts, offenders and cases over a user-defined time period for each cashier for whom the summary shows an imbalance for any type of payment.		
16	Ability to print a daily cash receipts journal.		
17	Ability to produce detailed and summary lists of financial transactions (e.g., voided transactions listed by type or chronologically) for specific accounts over user-defined periods (e.g., daily, monthly, life of case).		
18	Ability to produce detailed and summary lists of financial transactions (e.g., court cost assessments, fee assessments, monetary judgments, voided transactions) for specific cases and defendants over specific periods (e.g., daily, monthly, life of case).		
19	Ability to produce separate reports showing restitution received and monies disbursed (by victim) for each case or offender for a user-defined period.		
20	Ability to verify financial responsibility to comply with Texas SB 1187 Effective 6/1/2017.		
Activity Reports			
20	Ability to generate the following type of report for a user-defined date range:		
21	Number of cases filed by type (i.e., traffic, criminal, ordinance, commercial vehicle)		
22	Number of charges by type		
23	Average number of charges per ticket or case		
24	Number of cases set for arraignment		
25	Number of citations issued by officer ID and officer assignment		

Court Management System

Specifications: Reports

Reporting			
#	Requirement	Response	Comments
26	Citation Summary by location (street and/or traffic grid)		
27	Citation Profile Summary by Officer ID, including gender, race and age		
28	Number of cases set for trial		
29	Number of guilty, no contest, not guilty pleas entered by defendant		
30	Number of cases dismissed by the judge or prosecutor		
31	Number of diversions granted		
32	Number of probations granted		
33	Number of cases on diversion, including diversion end date		
34	Number of cases on probation, including probation end date		
35	Number of cases by case status and/or sub-status		
36	Number of warrants issued, outstanding, recalled, set-aside, served		
37	Number of hours of community service		
38	Number of cases in collections with amounts (i.e., collected and outstanding)		
39	Number of appeals filed in district court		
40	Number of cases expunged		
41	Number of cases assigned to a public defender		
42	Number of cases on a payment plan		
43	Amount of restitution collected		
44	Number of payments made online		
45	Dispositions by offense type		
Productivity Reports			
46	Ability to generate the following type of report for a user-defined date range:		
47	Jury Service		
48	Case Processing		
49	Case Management		
50	Attorney List		
51	Customer Service		
Docket Reporting			
52	Ability to produce a report for various dockets to include preliminary, final and courtroom versions.		
53	Ability to customize the information that displays on the docket report.		
54	Ability to produce a docket wrap-up with statistical information, including following: the number of defendants who failed to appear, number of cases granted on a continuance, number of cases set on a payment plan, number of cases sent to collections, number of cases that were issued a warrant.		
State Reporting			
55	Ability to generate the following type of report for a user-defined date range:		
56	State Fee Assessment Report (monthly)		

Court Management System Specifications: Reports

Reporting			
#	Requirement	Response	Comments
57	State Caseload Summary Report (annually)		
58	Ability to send reports to Texas OCA for review.		
	Miscellaneous and Custom Reports		
59	Ability to integrate with SAP Crystal Reports software.		
60	Ability to generate the following type of report for a user-defined date range:		
61	Court Monthly Report		
62	Court Annual Report		
63	Bond company reports (e.g., name of bonding company, amount bonded, number and names of defendants).		
64	Offense report by officer and offense.		
65	Audit report by case/ticket number showing information including: case/ticket number, defendant name, drivers license number and state, charge(s), violation date, case status, fees, fines, payments made with receipt number, balance due, and next court date (if applicable).		
66	Ability to easily and quickly generate custom reports based on user defined fields. Refer to the "User-Defined Fields" tab in this Excel Workbook for field examples.		
67	Ability to export all report data to desktop applications, including but not limited to Microsoft Word, Microsoft Excel, Microsoft Excel.		

Court Management System

Specifications: User-Defined Fields

User-Defined Fields for Reporting		
#	Examples of user-defined fields	
1	[Defendant]	
2	LASTNAME=	
3	FIRSTNAME=	
4	MIDDLENAME=	
5	SUFFIX=	
6	RACE=	
7	ETHNIC=	
8	SEX=	
9	BIRTHDATE=	
10	SS#=	
11	RESIDENT=	
12	HEIGHT=	
13	WEIGHT=	
14	HAIRCOLOR=	
15	EYESCOLOR=	
16	STREET#=	
17	STREETDIR=	
18	ADDRESS2=	
19	ADDRESS3=	
20	CITY=	
21	STATE=	
22	ZIP=	
23	PHONE1=	
24	PHONE2=	
25	[Citation]	
26	TICKET#=	
27	TICKETTYPE=	
28	OFFICER=	
29	POLICE#=	
30	VIODATE=	
31	VIOTIME=	
32	TOWSTATUS=	
33	TOWLOC=	
34	DLNUMBER=	
35	DLSTATE=	
36	DLTYPE=	
37	DLEXPDATE=	
38	VIN#=	
39	TAGNUMBER=	
40	TAGSTATE=	

Court Management System

Specifications: User-Defined Fields

User-Defined Fields for Reporting		
#	Examples of user-defined fields	
41	TAGTYPE=	
42	TAGEXPDATE=	
43	VEHMAKE=	
44	VEHMODEL=	
45	VEHSTYLE=	
46	VEHCOLOR=	
47	VEHTYPE=	
48	VEHYEAR=	
49	VEHINSP=	
50	[Violation]	
51	LOCATION=	
52	SIGNED=	
53	RADAR=	
54	DIRTRAVEL=	
55	DIRTURN=	
56	ZONETYPE=	
57	ACCIDENT=	
58	HMATERIAL=	
59	BLOOD1ST=	
60	BLOOD2ST=	
61	DISTRICT=	
62	COUNTY=	
63	ANIMAL=	
64	SEARCH=	
65	CONSENT=	
66	ARREST=	
67	CONTRABAND=	
68	CONTRTYPE=	
69	KNEWRACE=	
70	VEHICLESTP=	
71	COMMONNAME=	
72	LOCSTREET#=	
73	LOCSTREETD=	
74	LOCSTREET=	
75	LOCSTREETS=	
76	LOCAPART#=	
77	LOCCITY=	
78	LOCSTATE=	
79	LOCZIP=	
80	XSTREETDIR=	

Court Management System

Specifications: User-Defined Fields

User-Defined Fields for Reporting		
#	Examples of user-defined fields	
81	XSTREET=	
82	XSTREETSUF=	
83	MAPREF=	
84	POLDIST=	
85	POLBEAT=	
86	POLZONE=	
87	ACTIVITY=	
88	[Charge_1]	
89	CMPLTYPE=	
90	STATUTE=	
91	SPEED=	
92	ZONE=	
93	COURTDATE=	
94	COURTTIME=	
95	FINEOVR=	
96	ATTEMPTED AND UNABL	

GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT

By execution of this document, the vendor accepts all general and special conditions of the contract as outlined below and in the specifications and plans.

I. BIDDING

- A. PROPOSALS – Proposals submitted to the office of the Purchasing Manager shall be a minimum of one (1) original and one (1) copy which shall be submitted in a sealed envelope(s); as well as one (1) electronic copy in PDF format on CD or USB with signatures included. Copies are to be marked as such.
- B. AUTHORIZED SIGNATURES – The proposal must be executed personally by the vendor or duly authorized partner of the partnership or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the proposal to become a valid offer.
- C. LATE PROPOSALS – Proposals must be in the office of the City Purchasing Manager before or at the specified time and date proposals are due. Proposals received in the office of the Purchasing Manager after the submission deadline shall be rejected as non-responsive proposals.
- D. WITHDRAWAL OF PROPOSALS PRIOR TO OPENING – A proposal may be withdrawn before the opening date by submitting a written request for its withdrawal to the City Purchasing Manager.
- E. WITHDRAWAL OF PROPOSALS AFTER OPENING – A proposal may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date and time designated for the receipt of proposals unless otherwise stated in the request for proposals and/or specifications.
- F. PROPOSAL AMOUNTS – Proposals should show net prices, extensions and net total where applicable. In case of conflict between unit price and extension, the unit price will govern.
- G. TAX EXEMPT STATUS – The City is exempt from federal excise tax and state sales tax. Unless specifications specifically indicate otherwise, the price proposal must be net exclusive of above-mentioned taxes and will be so construed. Therefore, the proposal price shall not include taxes.
- H. AWARDS – The City reserves the right to be the sole judge as to whether such items proposed will serve the purpose intended. The City reserves the right to accept or reject in part or in whole any proposal submitted, and to waive any technicalities or informalities for the best interest of the City. Award of contract shall be made to the most responsible, responsive offeror whose negotiated best and final offer is determined to be the best value offer, taking into consideration the relative importance of price and other factors set forth in the Request For Proposals.
- I. SILENCE OF SPECIFICATIONS FOR COMPLETE UNITS – All materials, equipment and/or parts that will become a portion of the completed work including items not specifically stated herein but necessary to render the service(s) complete and operational per the specifications are to be included in the proposal price. Vendor may be required to furnish evidence that the product or service, as proposed, will meet or exceed these requirements.
- J. ADDENDA - Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than seventy-two (72) hours prior to opening. Addenda will be distributed to all known recipients of proposal documents. Vendors shall acknowledge receipt of all addenda with submission of proposal.
- K. GENERAL BID BOND/SURETY REQUIREMENTS – Failure to furnish bid bond/surety, if requested, will result in proposal being declared non-responsive. Non-responsive proposals will not be considered for award.

- L. GENERAL INSURANCE REQUIREMENTS – Failure to furnish Affidavit of Insurance if, insurance coverage is required in these specifications, will result in proposal being declared non-responsive. Non-responsive proposals will not be considered for award.
- M. RESPONSIVENESS – A responsive proposal shall substantially conform to, or exceed, the minimum requirements of this Request for Proposal. Offers containing any clause that would limit contracting authority shall be considered non-responsive. Example of proposals that would limit contracting authority is one made contingent upon award of other offers currently under consideration.
- N. RESPONSIBLE STANDING OF OFFEROR – To be considered for award, offeror must at least: have the ability to obtain adequate financial resources; be able to comply with required or proposed delivery/completion schedule; have a satisfactory record of performance; have a satisfactory record of integrity and ethics; be otherwise qualified and eligible to receive award.
- O. PROPRIETARY DATA – Offeror may, by written request, indicate as confidential any portion(s) of a proposal that contain proprietary information, including manufacturing and/or design processes exclusive to the vendor. The City of McKinney will protect from public disclosure such portions of a proposal unless directed otherwise by legal authority including existing Open Records Acts.
- P. PUBLIC OPENING – Offerors are invited to be present for acknowledgement of proposals. Proposals duly received will be publicly acknowledged at an official public opening in such a manner so as to avoid disclosure of the contents to competing offerors through the negotiation process. After the official public opening, a period of not less than one week is necessary to evaluate proposals. The amount of time necessary for proposal evaluation may vary and is determined solely by the City. Following City Council action to award or reject, all proposals submitted are available for public review.

II. PERFORMANCE

- A. DESIGN, STRENGTH, AND QUALITY – Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices.
- B. AGE AND MANUFACTURE – All tangible goods being proposed must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.
- C. DELIVERY LOCATION – All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the Purchasing Manager or designee.
- D. DELIVERY SCHEDULE – Delivery may be an important consideration in the evaluation of the proposal. The maximum number of days necessary for delivery ARO shall be stated in the proposal.
- E. DELIVERY CHARGES – All delivery and freight charges, F.O.B. destination shown on purchase order, as necessary to perform contract are to be included in the proposed price.
- F. INSTALLATION CHARGES – All charges for installation and set-up shall be included in the proposed price. Unless otherwise stated, at minimum, basic installation and set-up will be required.
- G. OPERATING INSTRUCTIONS AND TRAINING – Clear and concise operating instructions and descriptive literature will be provided in English if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of the City. Instructions and training shall be at no additional cost to the City.

- H. STORAGE – Offeror agrees to provide storage of custom ordered materials, if requested, not to exceed 30 calendar days.
- I. COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS – Proposals must comply with all federal, state, county and local laws. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinance of the City of McKinney, Collin County, or State of Texas as they may apply, as these laws may now read or as they may hereafter be changed or amended.
- J. PATENTS AND COPYRIGHTS – The successful vendor agrees to protect the City from claims involving infringements of patents and/or copyrights.
- K. SAMPLES, DEMONSTRATIONS AND TESTING – At the City’s request and direction, offeror shall provide product samples and/or testing of proposed items. Samples, demonstrations and/or testing may be requested at any point prior to or following award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations and/or testing shall be at the expense of the offeror/vendor.
- L. ACCEPTABILITY – All articles enumerated in the proposal shall be subject to inspection by an officer designated for the purpose by the City of McKinney. If found inferior to the quality called for, or not equal in value to the contract specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Manager who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to contract specifications must be replaced at the vendor’s expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the City. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

III. PURCHASE ORDERS AND PAYMENT

- A. PURCHASE ORDERS – After the contract is awarded by City Council, a purchase order(s) shall be generated by the City Purchasing Manager to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.
- B. INVOICES – All invoices shall reference the Purchase Order number. Invoices shall provide a detailed description for each item invoiced. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.
- C. FUNDING – The City of McKinney is operated and funded on an October 1 to September 30 basis; accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.

IV. CONTRACT

- A. CONTRACT DEFINITION – The General Conditions of Bidding and Terms of Contract, Specifications, Proposal, Addenda, Negotiated Changes and any other documents made a part of this proposal shall constitute the complete proposal. This proposal, when accepted by the City, shall constitute a contract equally binding between the successful offeror and the City of McKinney.
- B. CONTRACT AGREEMENT – Once a contract is awarded, agreed upon prices shall remain firm for the term of the contract. Contract shall commence on date of award and continue until all terms and conditions are satisfied and complete.

- C. CHANGE ORDER – No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of the City. No change order will be binding unless signed by an authorized representative of the City and the vendor.
- D. NEGOTIATION – The City of McKinney may elect to negotiate a contract with the selected offeror(s). Any and all verbal communications and/or commitments made during the negotiation process that are deemed agreeable to both the City and selected offeror shall be submitted in written form and made part of the resulting contract. Although the City of McKinney reserves the right to negotiate, contract award may be made on the basis of initial proposals received without discussions. Therefore, initial proposals will contain the offeror's best terms.
- E. PRICE REDETERMINATION – A price redetermination may be considered by the City of McKinney only at the anniversary dates of multiple year contracts. Request for price redetermination shall be in written form and include written documentation from third party source of increase, substantiating cost increase. City of McKinney reserves the right to approve or disapprove any request as it deems to be in the best interest of the City. A vendor's history of honoring contracts at the awarded price will be an important consideration in evaluating lowest and best value proposal.
- F. TERMINATION FOR DEFAULT – The City of McKinney reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the vendor fails to perform to the terms of specifications or fails to comply with the terms of this contract. Breach of contract or default authorizes the City to award to another vendor, purchase elsewhere and charge the full increase in cost and handling to the defaulting party.
- G. TRANSITIONAL PERIOD – Upon normal completion of this contract, not to include termination for default, and in the event that no new contract has been awarded by the original expiration date of the existing contract including any extension thereof, it shall be incumbent upon the Vendor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the original expiration date of the existing contract and any extension thereof.
- H. INVALID, ILLEGAL, OR UNENFORCEABLE PROVISIONS – In case any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained herein.
- I. INJURIES OR DAMAGES RESULTING FROM NEGLIGENCE – Successful vendor shall defend, indemnify and save harmless the City of McKinney and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from award. Successful vendor shall pay any judgment with cost which may be obtained against the City of McKinney growing out of such injury or damages.
- J. INTEREST BY PUBLIC OFFICIALS – No public official shall have interest in this contract, in accordance with Texas local government code.

- K. DISCLOSURE OF CERTAIN RELATIONSHIPS – Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with the City of McKinney disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that may cause a conflict of interest with the City of McKinney. By law, this questionnaire must be filed with the City Secretary, City of McKinney, PO Box 517, McKinney, Texas 75070, not later than the seventh business day after the date the person becomes aware of facts that require the statement to be filed. Go to www.mckinneytexas.org to view Section 176, Local Government Code and for Questionnaire CIQ. A person commits a Class C misdemeanor offense if the person violates Section 176.006, Local Government Code. By submitting a response to this request, bidder represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.
- L. WARRANTY – The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.
- M. UNIFORM COMMERCIAL CODE – The successful vendor and the City of McKinney agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- N. VENUE -- This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Collin, Texas.
- O. SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT – The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the City of McKinney.
- P. SILENCE OF SPECIFICATIONS – The apparent silence of specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
- Q. CONTRACT TERMINATION – The City reserves the right to cancel and terminate this contract, without cause, upon thirty (30) days written notice to the other party.

CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

(Required by Awarded Vendor(s) Only)

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

Filing Process:

The commission has made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the City of McKinney.

The City of McKinney must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the City of McKinney.

Form Availability:

Certificate of Interested Parties Form is available from the Texas Ethics Commission website at the following address:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

For questions regarding and assistance in filling out this form, please contact the Texas Ethics Commission at 512-463-5800.