SUBJECT: ENTERPRISE PERMITTING AND LAND USE SOFTWARE AS A SERVICE (SaaS) SOLUTION

BID #: ESC-0503-18 **OPEN DATE: 2018-10-17**

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: SERVICE CONTRACTS- FIVE (5) YEARS FROM DATE OF CONTRACT EXECUTION WITH ONE (1) ADDITIONAL THREE (3) YEAR OPTION

AGENCY: INFORMATION TECHNOLOGIES DIVISION/ VARIOUS DEPARTMENTS

BASIS OF AWARD: EVALUATION CRITERIA

NUMBER OF BIDS INVITED: 19 **NUMBER RECEIVED:** 6 **OTHER:** 2

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to reduce the award with Tyler Technologies, Inc. in the amount of $159,332.50 for ENTERPRISE PERMITTING AND LAND USE SOFTWARE AS A SERVICE (SaaS) SOLUTION. The purpose of the reduction is to align the award amount to reflect the elimination of one (1) quarterly payment from the Year 1 Saas Fee Payment. The revised total expenditure not to exceed $11,820,473.50. All other terms and conditions of the original contract shall remain the same and in full force and effect.

FUNDING SOURCES: 53101.113001.531180 and 53106.11302.565220.000638. To be executed by formal contract through the Office of General Counsel.

ATTACHMENTS: Recommendation Memo, Vendor Proposal, Contract, Previous Award

ANALYST: _____ RUBEN OLA

RESPECTFULLY SUBMITTED: _____ GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Kenneth Lathrop, Chief of Information Technologies / CIO

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

INFORMATION TECHNOLOGIES DIVISION

CITY OF JACKSONVILLE

DATE: February 19, 2021

TO: Greg Pease, Chief of Procurement Division

THRU: Kenneth E. Lathrop, Chief of Information Technologies / CIO

Kenneth E. Lathrop — Digitally signed by Kenneth E. Lathrop Date: 2021.02.22 11:49:11 -05'00'

FROM: Thomas Ossi, Technology Contract and Records Manager

THOMAS OSSI — Digitally signed by THOMAS OSSI Date: 2021.02.19 17:16:34 -05'00'

RE: **ESC-0503-18 Enterprise Permitting and Land Use Software as a Service (SaaS) Solution – Award Reduction**

The Information Technologies Division (ITD) requests approval to reduce the awarded amount for ESC-0503-18 Enterprise Permitting and Land Use Software as a Service (SaaS) Solution with Tyler Technologies, Inc. The purpose of the reduction is to align the award amount to reflect the negotiated elimination of one (1) quarterly payment from the Year 1 SaaS Fee Payment, as described in Exhibit B and Exhibit C of City Contract 70432-20.

ITD Management is requesting a $159,332.50 reduction for the initial term of the agreement, reducing the contract not-to-exceed amount from $11,979,806.00 to $11,820,473.50. All other terms and conditions of the original contract and award shall remain in full force and effect.

Upon award approval, a request for City countersignatures of Amendment 1 to City Contract 70432-20 will be made through the Office of General Counsel.

FUNDING SOURCES: 53101.113001.531180
53106.11302.565220.000638

Tracy Geake — Digitally signed by Tracy Geake Date: 2021.02.22 11:46:49 -05'00'

Your favorable consideration of ITD's request is appreciated.

Attachments: ESC-0503-18
Contract 70432-20 Exhibit B
Contract 70432-20 Exhibit C
Contract 70432-20 Amendment 1

CC: Cheryl Bradley, Applications Development Project Manager
Paul Freeman, Enterprise Applications Manager
Elizabeth Brown, IT Operations Manager
Alexander Ciprian, IT Contract Administrator

Exhibit B
Deliverables/Payment Schedule

SaaS Fee Invoicing for 1st Eight Years

SaaS Payment Schedule (quarterly payment, if and as applicable, in parentheses)
Year 1 - $637,330 ($159,332.50)
Year 2 - $809,057 ($202,264.25)
Year 3 - $972,171 ($218,042.75)
Year 4 - $1,008,454 ($252,113.50)
Year 5 - $1,014,628 ($253,657)
Year 6 - $1,053,872 ($263,468)
Year 7 - $1,094,684($273,671)
Year 8 - $1,137,130 ($284,282.50)

SaaS Fees shall be payable as provided in Section 1 of Schedule 1 to Exhibit E.

Exhibit C
Investment Summary

Quoted By:	Garth Magness
Date:	8/20/2020
Quote Expiration:	9/30/2020
Quote Name:	City of Jacksonville-LGD-PLM-LRM
Quote Number:	2018-58419-7
Quote Description:	EnerGov SaaS - Site License_Revised

Sales Quotation For
City of Jacksonville
117 W Duval St FI MESS
Jacksonville, FL 32202-3737
Phone +1 (904) 630-2489

EnerGov SaaS - Silver

Description	Monthly Fee	Users/Units	Annual Fee
Core Software:			
Premium Hosting	$4,167.00	1	$49,999.00
EnerGov Community Development & Business Management Suite (Site License)	$61,911.00	1	$742,931.00
iG Workforce Mobile Apps (Site License)	$0.00	1	$0.00
Socrata Citizen Connect	$0.00	1	$0.00
Extensions:			
EnerGov Adv Server Extensions Bundle	$725.00	Site License	$8,700.00
EnerGov Citizen Self Service - Community Development	$2,083.00	Site License	$25,000.00
EnerGov Community Development SDK	$1,250.00	Site License	$15,000.00
EnerGov e-Reviews	$0.00	1	$0.00
EnerGov My GovPay	$0.00	1	$0.00
EnerGov Report Toolkit	$0.00	1	$0.00
EnerGov Standard Technical Support	$0.00	1	$0.00
EnerGov VirtualPay	$0.00	1	$0.00
Tyler GIS	$0.00	1	$0.00
Sub-Total			$841,630.00
Less Discount			*$3,000.00*
TOTAL:			**$838,630.00**

EnerGov Professional Services

Description	Hours/Units	Unit Price	Extended Price	Year One Maintenance
Custom Report Development (10 pack)	7	$30,000.00	$210,000.00	$0.00
Dynamic Reports Modifications (20 pack)	2	$10,000.00	$20,000.00	$0.00
Implementation Consultant Services & On-Site Production Support (184 Trips)		$1,858,400.00	$1,858,400.00	$0.00
Interface Technical Services (92 Trips)		$1,076,400.00	$1,076,400.00	$0.00
Project Management (16 Trips)		$393,230.00	$393,230.00	$0.00
Data Conversion Services (8 Trips)		$154,600.00	$154,600.00	$0.00
On-Site Training Services (24 Trips)		$208,800.00	$208,800.00	$0.00
On-Site Fundamentals Review (2 Trips)		$14,000.00	$14,000.00	$0.00
Change Management Services		$14,000.00	$14,000.00	$0.00
Requirements Traceability Matrix		$131,250.00	$131,250.00	$0.00
Customized User Training Manuals		$52,500.00	$52,500.00	$0.00
Customized Test Scripts		$52,500.00	$52,500.00	$0.00
Testing Plan (CT11)		$16,800.00	$16,800.00	$0.00
Letters and Forms Development (20 pack)	2	$25,000.00	$50,000.00	$0.00
TOTAL:			$4,252,480.00	$0.00

Cost Summary	Recurring Fees (Years 1-5)
Total SaaS Fees / Payment Schedule	Year 1 - $837,330.00 Year 2 - $809,057.00 Year 3 - $972,171.00 Year 4 - $1,008,454.00 Year 5 - $1,014,628.00
Total Tyler Services	$4,252,480.00
Contract Total	**$8,694,120.00**

Recurring Fees (Years 6-8)*

Year 6 - $1 053 872.00
Year 7 - $1 094,684.00
Year 8 - $1 137,130.00

*Renewal Years

Comments

EnerGov e-Reviews requires Bluebeam Studio Prime, at an estimated yearly subscription cost of $3,000/100 users. Further pricing detail is available by contacting Bluebeam at https://www.bluebeam.com/solutions/studio-prime

EnerGov monthly fees are rounded, excluding cents.

EnerGov SaaS includes up to 3 TB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of $3,000 per TB.

As a new Tyler client, you are entitled to a 30-day trial of the Tyler Detect cybersecurity service. Please reference https://www.tylertech.com/services/tyler-detect for more information on the service and contact CybersecuritySales@tylertech.com to initiate the trial

Tyler's EnerGov Community Development Suite, EnerGov Business Management Suite & iG Workforce Apps are provided on a "Site License" basis, including unlimited user access for all departments pursuant to the requirements, processes, and scope specified in the Contract

AMENDMENT NO. 1
TO
SERVICES CONTRACT
BETWEEN
CITY OF JACKSONVILLE
AND
TYLER TECHNOLOGIES, INC.
FOR
ENTERPRISE PERMITTING AND LAND USE SOFTWARE AS A SERVICE (SAAS) SOLUTION

THIS AMENDMENT NO. 1 is entered into as of _____, 2021 by and between the City of Jacksonville, a municipal corporation existing under the laws of the State of Florida, ("***City***") and Tyler Technologies, Inc., a Delaware corporation authorized to transact business in the State of Florida, with its principal offices located at 5101 Tennyson Parkway, Plano, Texas 75093 ("***Contractor***").

WHEREAS, City and Contractor are parties to a Services Contract dated as of October 9, 2020 (City Contract # 70432-20) (the "***Contract***");

WHEREAS, the City and Contractor now desire to amend the terms of the Contract as provided in this Amendment; and

WHEREAS, the changes made in this Amendment are consistent with the authorization provided by the City's Competitive Sealed Proposal Evaluation Committee and Mayor in an Award dated September 4, 2020;

NOW THEREFORE, in consideration of the mutual covenants contained in this Amendment, and for other good and valuable consideration, the parties agree as follows:

1. **Incorporation of Recitals**. The above recitals are true and correct and are incorporated herein.

2. **Amendment to Maximum Indebtedness**. Section 3 of the Contract is deleted in its entirety and replaced with the following provision:

> 3. **Maximum Indebtedness**. As required by Section 106.431, *Ordinance Code,* City's maximum indebtedness for all products and services under this Contract shall be a fixed monetary amount not-to-exceed Eleven Million Nine Hundred Seventy-Nine Thousand Eight Hundred Six and no/100 dollars ($11,820,473.50). All amounts payable under this Contract are subject to the appropriation of funds therefor.

3. **Amendment to Term**. Section 4 of the Contract is deleted in its entirety and replaced with the following provision:

> 4. Term. The initial term of this Contract shall commence on the Effective Date and shall continue for a period of five (5) years, unless sooner terminated by either party in accordance with the terms of this Contract. This Contract may be renewed for up to one (1) additional three (3) year period by the CITY with pricing as indicated in the Investment Summary, it its sole discretion, upon written notice to CONTRACTOR.
>
> Notwithstanding the foregoing, the initial term of the SaaS Services to be provided by Tyler under this Contract shall commence January 9, 2021 (the "SaaS Solution Effective Date") and shall continue for a period of four (4) years and nine (9) months, unless sooner terminated by either party in accordance with the terms of this Contract. The SaaS Services may be renewed for up to one (1) additional three (3) year period by the CITY with pricing as indicated in the Investment Summary, it its sole discretion, upon written notice to CONTRACTOR.

4. **Amendment to Exhibit B**

Year 1 SaaS Fee Payment Amount is reduced from $637,330 to $477,997,50. Parenthetical amount of $159,332.50 remains unchanged.

5. **Amendment to Exhibit C**

Year 1 SaaS Fee Payment Amount is reduced from $637,330 to $477,997,50, with the following parenthetical notation added: (3 quarterly payments of $159,332.50).

6. **Amendment to Exhibit E**. Exhibit E, Section 1 of Schedule 1 (Invoicing and Payment Policy), is deleted in its entirety and replaced with the following provision:

> 1. SaaS Fees. SaaS Fees are invoiced on a quarterly basis, in advance, beginning on the SaaS Solution Effective Date (as defined in Section 4 of the Contract). Quarterly payment of SaaS fees continues until the City's Acceptance of all of the Deliverables to be provided by us as part of the Implementation Services. Thereafter, SaaS fees will be paid on a quarterly basis until the next anniversary of the commencement of the Effective Date at which point the SaaS Fees will be invoiced on an annual basis. Your annual SaaS fees for the initial SaaS Solution term and the renewal SaaS Solution term are set forth in the Investment Summary. Upon expiration of the initial term and the renewal term, your annual SaaS fees will be at our then-current rates.

5. **Authority**. Contractor represents and warrants to City that Contractor has full right and authority to execute and perform its obligations under this Amendment and the Contract, and Contractor and the person(s) signing this Amendment on Contractor's behalf represent and warrant to City that such person(s) are duly authorized to execute this Amendment on Contractor's behalf

without further consent or approval by anyone. Contractor shall deliver to City promptly upon request all documents reasonably requested by City to evidence such authority.

6. **Entire Agreement**. This Amendment is the entire agreement of the parties regarding the modifications to the Contract provided herein and supersedes all prior agreements and understandings regarding such subject matter, and may be modified only by a writing executed by the party against whom the modification is sought to be enforced, and shall bind and benefit the parties and their respective successor, legal representatives and assigns.

7. **Counterparts**. This Amendment may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. Facsimile or email transmission of all signatures, with originals to follow, shall constitute and be evidence of an executed Amendment.

[remainder of page intentionally left bland; signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective Date.

WITNESS:

By: _____
Print Name: Robert Kennedy-Jensen

TYLER TECHNOLOGIES, INC.

By: _____

Print Name: Chris Hepburn
Title: President, Enterprise Group

ATTEST:

By: _____
James R. McCain
Corporation Secretary

CITY OF JACKSONVILLE

By: _____
Lenny Curry
Mayor

Form Approved:

By: _____
Office of General Counsel

GC-#1403776-v3-First_Amendment_to_Tyler_Technologies_Services_Contract_70432-20.docx

Encumbrance and funding information for internal City use:

Account or PO Number:

Amount.....$ _____

This above stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be encumbered by the foregoing contract. It shall be encumbered by one (1) or more subsequently issued purchase(s) that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such purchase order(s) are issued.

In accordance with Section 24.103(e), of the Ordinance Code of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; provided however, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrance[s] shall be made by subsequent purchase order[s], as specified in said Contract.

_____
Director of Finance
City Contract No. 70432-20, Amendment 1

SUBJECT: ENTERPRISE PERMITTING AND LAND USE SOFTWARE AS A SERVICE (SaaS) SOLUTION

BID #: ESC-0503-18

OPEN DATE: 2018-10-17

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: SERVICE CONTRACTS- FIVE (5) YEARS FROM DATE OF CONTRACT EXECUTION WITH ONE (1) ADDITIONAL THREE (3) YEAR OPTION

AGENCY: INFORMATION TECHNOLOGIES DIVISION/ VARIOUS DEPARTMENTS

BASIS OF AWARD: EVALUATION CRITERIA

NUMBER OF BIDS INVITED: 19 **NUMBER RECEIVED:** 6 **OTHER:** 2

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

On March 28, 2019, approval was granted to enter contract negotiations with the highest scoring vendor, Tyler Technologies Inc.

Recommend approval of award to Tyler Technologies, Inc., as a result of negotiations in the amount of $11,979,806.00 for ENTERPRISE PERMITTING AND LAND USE SOFTWARE AS A SERVICE (SaaS) SOLUTION. Period of service will be five (5) years from the date of contract execution with one (1) additional three (3) year renewal option.

FUNDING SOURCES: 53101.113001.531180 and 53106.11302.565220.000638. To be executed by formal contract through the Office of General Counsel.

ATTACHMENTS: Recommendation Memo, Vendor Proposal, Contract, Previous Award

ANALYST: _____ RUBEN OLA

RESPECTFULLY SUBMITTED: _____ GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Kenneth Lathrop, Chief of Information Technologies / CIO

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)

ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5 MEMBERS DISAPPROVING Ø DATE: 9/03/20

Kenneth E. Lathrop _____ OTHER: _____

Teresa R. Eilman _____

Jo R McCain _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE 9/4/20

APPROVED ✓ BH DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02