SUBJECT: PIGGYBACK CITY OF TALLAHASSEE AGREEMENT #TALL-17A1A FROM RFP #0029R-17-KM-RC FOR AUTOMOATED LAW ELECTRONIC DOCUMENT RECORDS MANAGEMENT SYSTEM

BID #: PSC-0426-20 **OPEN DATE:**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: 79 months from date of executed agreement

AGENCY: Sheriff

BASIS OF AWARD: Piggyback

NUMBER OF BIDS INVITED: ( ) **NUMBER RECEIVED: ( )** **OTHER: ( )**

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to piggyback the City of Tallahassee contract with Tyler Technologies for Automated Law Electronic Document Records Management System. Period of service is seventy nine (79) months from date of completed contract. Recommend approval to authorize the Office of General Counsel to execute the formal contract and any other required documents associated with this award. The total estimated annual expenditure for the first year of the contract is $2,500,000.00. The total not-to-exceed expenditure amount for the contract is $5,082,316.00.

Year 1 (19 months): $2,500,000.00, Year 2: $386,330.00, Year 3: $413,624.00, Year 4: $426,033.00, Year 5: $438,814.00, Year 6: $451,978.00, Year 7: $465,537.00

Funding Source – 00111.552104.568001.000000.00000000 Year 1: $2,500,000.00- To be executed by formal contract through the Office of General Counsel

Attachments: Recommendation Memo, Risk Management Approval, RFP of competitively bid project, City of Tallahassee Contract, Negotiated COJ Contract to be processed through OGC

ANALYST: _____ TARYN MANSER **RESPECTFULLY SUBMITTED** _____ GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Nick Burgos, Director of Department of Investigations & Homeland Security

---

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

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Jacksonville Sheriff's Office

Duval County, Florida

Mike Williams, Sheriff

501 E. Bay Street
Jacksonville, FL 32202

To: Gregory Pease
Chief of Procurement

Thru: Bill Clement, CPA
Chief of Budget

From: Nick Burgos
Director of Department of Investigations & Homeland Security

Subject: Award Request – Piggyback City of Tallahassee agreement #TALL-17A1A from RFP #0029R-17-KM-RC for Automated Law Electronic Document Records Management System

Date: February 10, 2020

The Jacksonville Sheriff's Office (JSO) is requesting a piggyback award under Sections 126.211 and 126.309 of the ordinance code to procure Automated Law Electronic Document Records Management System. We request authorization to utilize the City of Tallahassee agreement, which was competitively procured and issued between the City of Tallahassee and Tyler Technologies. The contract is an active contract between the City of Tallahassee and the vendor. We are requesting an award between the Jacksonville Sheriff's Office and Tyler Technologies. The contract period is for 79 months from date of executed agreement. The total amount of the award/contract will be $ 5,082,316.00. The total estimated annual expenditure for first year of the contract is $2,500,000.00, from charge account 00111.552104.568001.000000.00000000. Payments for the services will be made according to the summary of payments below:

Summary of Payments	
Payment	Amount (USD)
Year 1 – 19 months	$ 2,500,000.00
Year 2 – Maintenance & Support Fees	$ 386,330.00
Year 3 – Maintenance & Support Fees	$ 413,624.00
Year 4 – Maintenance & Support Fees	$ 426,033.00
Year 5 – Maintenance & Support Fees	$ 438,814.00
Year 6 – Maintenance & Support Fees	$ 451,978.00
Year 7 – Maintenance & Support Fees	$ 465,537.00
Grand Total	$ 5,082,316.00

Attached is a copy of solicitation/contract RFP #0029R-17-KM-RC between the City of Tallahassee and Tyler Technologies, along with negotiated agreement between Tyler Technologies and the City of Jacksonville, Jacksonville Sheriff's Office. We are requesting authorization for the formal contract, and any other documents, be executed through the Office of General Counsel.

The request has been approved by Risk Management.

Please let me know if you require any additional information. Thank you for your assistance.

Risk Approval

Manser, Taryn

From: Clement, William J. <William.Clement@jaxsheriff.org>
Sent: Thursday, December 05, 2019 7:52 AM
To: Baines, Deidra B.
Subject: FW: Piggyback of City of Tallahassee, FL RFP

FYI!

Chief William Clement, CPA, #65882
Jacksonville Sheriff's Office | Budget Division
Office: 904.630.2105 | Cell: 904.716.1434
William.Clement@jaxsheriff.org

From: Duckworth, Twane [mailto:TwaneD@coj.net]
Sent: Wednesday, December 04, 2019 9:56 PM
To: Clement, William J.
Cc: RiskReview; Verdejo Magras, Wanda
Subject: RE: Piggyback of City of Tallahassee, FL RFP

******EXTERNAL EMAIL SOURCE******

This email was sent from a non-JSO account. Do not open any links or any attachments unless you trust the sender and know the content is safe.

Bill,

Thank you for being patient. Risk Management has reviewed the piggyback language and contract per your request.

Risk Management finds the contract acceptable and no changes necessary.

This will conclude Risk Management's review unless further notified.

Respectfully,

Twane Duckworth, J.D., ARM, UACIC
Chief of Risk Management

From: Clement, William J. <William.Clement@jaxsheriff.org>
Sent: Tuesday, December 3, 2019 1:59 PM
To: Duckworth, Twane <TwaneD@coj.net>
Subject: FW: Piggyback of City of Tallahassee, FL RFP
Importance: High

EXTERNAL EMAIL: This email originated from a non-COJ email address. Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Good afternoon Twane, sorry to bother you again, but this is another one I need assistance with. The procurement of this new system is a priority for the Sheriff and we have not heard back from anyone about this one yet. Thank you in advance for your assistance.

Chief William Clement, CPA, #65882
Jacksonville Sheriff's Office | Budget Division
Office: 904.630.2105 | Cell: 904.716.1434
William.Clement@jaxsheriff.org

From: Baines, Deidra B.
Sent: Tuesday, December 03, 2019 1:57 PM
To: Clement, William J.
Subject: FW: Piggyback of City of Tallahassee, FL RFP
Importance: High

Bill,

Here is the request I sent on 11/1/2019. I have not heard anything from Risk and Lt. Fahey has followed up multiple times.

Thanks,

Deidra Baines, #69081
Procurement Manager
Jacksonville Sheriff's Office | Budget Division
Office: 904.630.2217 | Desk: 904.630.5970| Fax: 904.630.2772
Deidra.Baines@jaxsheriff.org

Connect with us: jaxsheriff.org or on social media
The Mission of the Jacksonville Sheriff's Office: "To Serve and Protect in Partnership with Our Community"

From: Baines, Deidra B.
Sent: Friday, November 01, 2019 11:19 AM
To: 'riskreview@coj.net'
Cc: Clement, William J.; Fahey, David M
Subject: Piggyback of City of Tallahassee, FL RFP
Importance: High

Risk,

Attached is a Request for Risk Management Services for Piggyback of RFP for Automated Law Electronic Document Records Management System. I am also submitting the RFP, the agreement and a copy of COI's for your review.

Let me know if you have any questions.

Thanks,

Deidra Baines, #69081

Procurement Manager
Jacksonville Sheriff's Office | Budget Division
Office: 904.630.2217 | Desk: 904.630.5970| Fax: 904.630.2772
Deidra.Baines@jaxsheriff.org

Connect with us: jaxsheriff.org or on social media
The Mission of the Jacksonville Sheriff's Office: "To Serve and Protect in Partnership with Our Community"

RFP

CITY OF TALLAHASSEE

REQUEST FOR PROPOSALS AUTOMATED LAW ELECTRONIC DOCUMENT RECORDS MANAGEMENT SYSTEM (LEDRMS)

RFP 0029R-17-KM-RC

Issue Date: June 7, 2017
Due Date: July 14, 2017

Table of Contents

SECTION 1 GENERAL INFORMATION 5
1.1 Purpose for Request for Proposal 5
1.2 Overview of the City of Tallahassee 6
1.3 Overview of the Tallahassee Police Department 6
SECTION 2 STATEMENT OF WORK 8
2.1 Background 8
2.2 Project Overview 8
2.3 Procurement Overview 10
2.4 Organization of TPD 11
2.5 Project Objectives 11
2.6 Establish Consolidated Archival Capability 13
2.7 Current System Contacts 14
2.8 Solidify Data Integration 15
2.9 Extend Access Control Mechanism 16
2.10 Develop Master Event Management 16
2.11 Implement Share Portal Capability 17
2.12 Volumes and Metrics 17
2.14 Guiding Principles 18
2.15 Applicable Laws, Codes, Ordinances, and Standards 19
2.16 Proposers Minimum Qualifications 20
2.17 TPD's Concept of Operations 20
2.18 System Operation Requirements 23
2.19 Master Name Index - Index Relationships (Critical) 26
2.20 Master Vehicle Index 28
2.23 Definable Code Tables and Data Fields (Critical) 29
2.24 High Availability Requirement (Critical) 29
2.26 Date, Time Stamp and User ID (Critical) 30
2.27 Use of Quick Keys and Function Keys (Critical) 30
2.28 Online Manual/Task/Procedure Reference/Help (Critical) 30
2.29 Graphical User Interface (GUI) (Critical) 30
2.30 Multiple Windows/Sessions (Critical) 30

2.31 Reporting of Information (Critical) 30

2.32 Retrieval and Distribution of Reports 31

2.33 Demand Production of Statistical Reports, Detailed Reports, and SummaryReports 31

2.34 Ad Hoc Query and Report Generation 32

2.36 Security (Critical) 33

2.37 Mobile Data Computer Requirements Information 34

2.38 Data Conversion (Critical) 35

2.39 City Tallahassee Information Technology Overview and Technical Requirements 35

SECTION 3 PROPOSAL RESPONSE REQUIREMENTS 42

SECTION 4 SCHEDULE 46

SECTION 5 EVALUATIONS OF PROPOSALS 47

SECTION 6 MINORITY BUSINESS PARTICIPATION 49

SECTION 7 CONTRACT AWARD 51

SECTION 8 RIGHT OF REJECTION 53

SECTION 9 REQUESTS FOR CLARIFICATIONS, INTERPRETATIONS & ASSISTANCE.54

SECTION 10 GENERAL TERMS AND CONDITIONS 55

10-1. Equal Opportunity Agreement 55

10-2. Public Entity Crimes 55

10-3. Indemnification 55

10-4. Issuance of Addenda 55

10-5. Payment 56

10-6. Insurance Requirements 56

10-8. Confidentiality 59

10-9. Grievance Procedure 60

10-10. Prohibited Communications 61

ATTACHMENTS 62

ATTACHMENT A City of Tallahassee Volume of Work 63

ATTACHMENT B Representation/Certifications 64

ATTACHMENT C MBE Utilitzation Form 65

ATTACHMENT D Statement of Good Faith Efforts – MBE 66

ATTACHMENT E **Local Vendor Affidavit**.....

ATTACHMENT F **Functional and Technical Requirements**.....

ATTACHMENT G **Cost Proposal Form** .....

ATTACHMENT H **Vendor Information** .....

ATTACHMENT I **AFIS Comparison Worksheet** .....

ATTACHMENT J **Digital Latent Worksheet PD 250** .....

ATTACHMENT K **Forensic Unit Request Form 167**.....

ATTACHMENT L **Tallahassee Police Forensic Unit Inventory and ExaminationWorksheet PD 251**.....

ATTACHMENT M **Latent Comparison Cover Sheet**.....

ATTACHMENT N **Latent Processing Cover Sheet**.....

ATTACHMENT O **Latent Print Comparison Worksheet Front PD 128A** .....

ATTACHMENT P **Latent Worksheet BACK PD 128B**.....

ATTACHMENT Q **Latent Print Comparison Worksheet Front Cont PD 128C**.....

ATTACHMENT R **Performance and Payment Bond Form**.....

ATTACHMENT S **Bid Security Form** .....

SECTION 1 GENERAL INFORMATION

1.1 Purpose for Request for Proposal

The City of Tallahassee, Florida requests proposals for an Automated Law Electronic Document Records Management System (hereafter also referred to as "LEDRMS") for the City of Tallahassee Police Department (hereafter also referred to as "TPD").

The City of Tallahassee, Florida (hereafter also referred to as "The City") seeks proposals to provide software, interfaces, integration, hardware, installation, configuration, training, data conversion, and project management for a LEDRMS for its Police Department located at 234 East 7th Avenue.

The specific type of equipment, products and services that The City seeks to acquire under this Request for Proposal (RFP) is a Complete Package of Records Management System Software for Police Organizational Management including, but not limited to:

- Case Management,
- Citations Management,
- Document / Content Management
- Field Based Reporting,
- Intelligence Management,
- On-Line Citizen Reporting,
- Property and Evidence Management,
- Public Records Request Management (includes redaction for all records, including narrative),
- Traffic Crash Management,
- Uniform Crime Reporting (a.k.a. FL UCR/NIBRS Incident Reporting),
- Citizen Complaint/Use of Force Tracking Management (optional),
- Equipment Inventory Management (Optional),
- Fleet Management (optional module) modules.
- Laboratory Information Management (optional module),
- Personnel Management (optional module),
- Supply Management (optional module),
- Training Management (optional module) and

Potential Proposers are encouraged to read all pages of the Request for Proposal.

The system is expected to be available for use no later than February 2019.

1.2 Overview of the City of Tallahassee

For two years after the creation of the Territory of Florida in 1822, the Territorial Legislature rotated meeting locations between the historical capitals of Pensacola and Saint Augustine. In 1824, in an effort to reduce the travel times for legislative delegates, the Territorial Legislature established the City of Tallahassee as the Territorial Capital, which became the State Capital upon Florida's admission to the union in 1845.

Apalachee Native Americans originally inhabited the area around Tallahassee. Its fertile soil helped to establish it as a rich farming region known for its plantations on which cotton, corn, and sweet potatoes were raised. Over time the city grew, due in part to being the state capital, but also because of the establishment of Florida State University in 1851 (originally the West Florida Seminary) and in 1887, Florida Agricultural and Mechanical University.

Comprising only one-quarter mile of land in 1824, the City of Tallahassee now encompasses 103.31 square miles with a population of approximately 189,675 full-time residents. About 50,000 FSU and FAMU students add to the population during the school year. The State of Florida is Tallahassee's largest employer and thousands of state workers commute into the capitol city from surrounding counties each workweek.

The City of Tallahassee is ranked in the top ten in the nation for the 2015 Digital Cities Survey by the Center for Digital Government. In its entry, the City of Tallahassee highlighted a variety of technology solutions that improve customer service, make reporting issues easier and increase transparency. Some of the featured items were DigiTally, the City's mobile app; the online outage reporting system for the electric department; the City's online checkbook; and social media efforts, to name a few.

1.3 Overview of the Tallahassee Police Department

The Tallahassee Police Department was established in 1841 and is the third oldest municipal police department in the country behind Philadelphia (1758) and Boston (1838). Historical records indicate the Tallahassee Police Department was established by the town council to preserve the peace and good of the community, to give alarm in case of fire, to arrest suspicious persons, to enter suspicious places, and to report all violations of the law and ordinances of the city. At its inception, the police department functioned as a night watch consisting of four men, who were sworn officers and paid for their services.

The Department was the 13th law enforcement agency to receive national accreditation through the Commission on Accreditation for Law Enforcement Agencies (CALEA) and is now the third longest continuously accredited law enforcement agency in the country. The Tallahassee Police Department represents an extraordinary example of excellence in public safety, and it is recognized nationally as a model agency for current and potential CALEA applicants. The Department's organizational structure consists of the office of the chief and 6 bureaus.

- The Office of the Chief includes the Chief of Police, Deputy Chief, Legal Advisor, Public Information Officer, Crime Analyst Supervisor, and the Office of Professional Standards.

- The Patrol Bureau utilizes a zone based patrol concept that is consistent with the department's community oriented policing philosophy. Patrol personnel are assigned to a geographical zone so they may become more familiar with the residents who live and work in the area and with the activities that typically take place. This encourages more interaction between officers and residents and allows officers to focus on crime prevention and enforcement activities that may be unique to their zone. This strategy is enhanced by the Community Relations Unit and three Community Oriented Policing and Problem Solving (COPPS) squads supplementing the efforts of patrol personnel through a focus on identified criminal activity based on real-time intelligence and information. Additional units within the Patrol Bureau include the Canine Unit, the Prisoner Transport Unit, and various other support personnel.
- The Criminal Investigations Bureau is comprised of the Property and Persons Crimes Units and includes the Department's victim advocate personnel and Forensic Unit, as well as the Special Investigations Section, which focuses on drug crimes.
- The Special Operations Bureau is comprised of Traffic, Special Events, and Airport units, as well as the department's reserve officer, parking enforcement, and school crossing guard programs.
- The Personnel and Development Bureau includes Employee Resources, the Recruiting and Hiring Unit, and the Training unit.
- The Support Services Bureau includes the Department's Financial and Supply Management Offices, as well as the Records, Property and Evidence, and Facility Maintenance Sections. This Bureau is responsible for the procurement of supplies, equipment and services; coordinating interdepartmental activities involving City information systems services and City fleet management; managing and retaining all impounded property; and serving as the repository for all police records and official documentation of reports.
- The High Risk Offenders Bureau includes the Violent Crimes Response Teams, the Career Criminal Unit, the Intelligence Unit, and a crime analyst. This bureau works proactively to identify, disrupt, arrest and prosecute violent criminals through innovative technology, analytical investigative resources and an integrated multi-disciplinary strategy.

SECTION 2 STATEMENT OF WORK

2.1 Background

TPD currently uses the Motorola Infotrak Record Management System (RMS). This system was implemented in 2004 and has been maintained and upgraded over the past 12 years. TPD desires to replace this system with the latest Commercial-Off-The-Shelf (COTS) LEDRMS.

This Statement of Work details TPD's requirements for a LEDRMS. TPD desires a solution which fulfills all requirements. We understand that some requirements may not be traditionally inherent in some COTS LEDRMS Proposer products. However, **TPD encourages Proposers to seek solutions to our requirements and propose a comprehensive solution, which may contain a variety of applications, proposers, services, and/or third-party components.**

It is the Proposers responsibility to clearly identify all customizations, changes, enhancements, and third-party solutions in their Proposal. Each Proposal submitted must respond to each TPD requirement. The instructions for the content and format of your proposal are included in this document and must be strictly followed.

The descriptions provided are intended to be descriptive and not prescriptive. Exceptions and enhancements to these requirements are expected to be clearly defined. It is the responsibility of each Proposer to note, describe, and include sufficient supporting documentation for all exceptions and enhancements, which their Proposed System entails.

2.2 Project Overview

TPD seeks to modernize its capabilities that are currently implemented in or dependent on aging applications. The following are the core drivers for moving away from the legacy systems to a more modern technology platform:

- The applications are rigid and difficult to adapt to emerging requirements;
- There are very few resources left with in-depth knowledge of the applications;
- There is a significant amount of technical debt that impedes IT to meet department's needs and
- Information is stored in multiple stand-alone systems; this information should be in one system that can be accessible from workstations, mobile data computers (laptops) and other mobile devices.

The TPD envisions migration to a modern application landscape that:

- Implements the core functional needs with commercial, off-the-shelf solutions where possible;
- Leverages modern tools and approaches to reduce time to delivery of capabilities;
- Enables the use of innovative technologies against stable solutions that support core business processes;
- One system that contains all required modules for a fully functional LEDRMS;
- Secure remote access to LEDRMS;
- Frees IT resources from low-value operational tasks to deliver more value and
- Aligns information management with the needs of an increasingly data-centric organization.

The future LEDRMS should position applications and technologies relative to their purpose and rate of change. Systems of record, such as LEDRMS, that support core law enforcement processes, tend to evolve slowly. Capabilities that support processes and approaches specific to the TPD, such as COMPSTAT and deployment management, must be able to adapt to changing needs without affecting the systems of record. Innovative capabilities, such as advanced analytics or mobile applications, must be able to evolve quickly to meet emerging needs, within the overall application ecosystem.

Unlike the aging applications, which have grown organically over decades into a patchwork of systems with point-to-point data exchanges, the future state envisions clear separation between layers of systems with well-defined and sustainable interfaces. Data integration and management tools that decouple the layers, and enable applications to evolve at different rates of change will support the connections between the layers.

The Future LEDRMS should consist of the following ten broad system categories **(additional system categories can be submitted in the proposal)**:

Systems of Record

- Automated Property and Evidence Tracking with Barcoding that captures all movement and disposition of evidence in Property and Evidence (P&E);
- Automated Records Management, replacing Infotrak LRMS/UCR and related applications, establishing a comprehensive, product-based records management solution that includes detailed link analysis with relationship mapping and electronic signatures;
- Case Management and Workflow, supporting the automated assignment, status, and tracking of all reports;
- Citizen On-Line Reporting (portal) system;
- Content/Document Management, supporting the capture, storage, access, dissemination and discovery of digital assets and media. This capability would be used by all other capabilities that use digital assets;
- Field Based Reporting, replacing MobileOne and related applications establishing a comprehensive, product-based field based reporting solution;
- Florida Uniform Crime Reporting (UCR)/National Based Incident Reporting (NIBRS)
- Narcotics/Intelligence Management;
- Public Records Request (portal) system; and
- Traffic Management (Crash Reports, Tickets, and Citations);

Systems of Differentiation

- Business Intelligence, a consolidated platform providing predefined, guided and ad-hoc reporting capability, predefined dashboards and key performance indicator reporting such as COMPSTAT, driven from an integrated data warehouse and
- Deployment Management, capturing planned and actual deployments across organization units and supervisor relationships to improve crime solvability.

Systems of Innovation

- Advanced Analytics, sourced from the future state data warehouse, through data integration technology, instead of existing point-to-point interfaces;
- Citizen Development, enabling non-IT personnel in organizational units to leverage standard, supported and sustainable technologies to build point solutions in a managed environment, using shared data and
- User Experience Portal, providing discovery and access to capabilities and collaboration tools, with single sign-on where possible, integrating with the Identity Access Management capability.

Connective Tissue / Integration

- Data Management, tooling and processes to establish a master "event" and archival capability;
- Data Integration, tooling and processes to support file transfer, event notifications, data warehouse loads, etc., to replace point-to-point exchanges and
- Identity Access Management, tooling and processes to support authentication and authorization across the future state application landscape.

TPD envisions that the LEDRMS project will be a phased installation. We have identified the following phases:

- **Phase I** - Design and Configuration
  Phase I involves the processes, procedures, and tasks to define the Configuration, Setup, and Installation Plan for Phases II and III.
- **Phase II** - Installation of Core Requirements
  Phase II involves the processes, procedures, and tasks for the successful installation, training, and usage (Go Live) of the "Core" operational specifications of this RFP of the Preferred Proposer's system.
- **Phase III** - Installation of Optional Requirements (Post Implementation)
  Phase III involves the processes, procedures, and tasks for the successful installation of all Optional components and system acceptance.

2.3 Procurement Overview

The City will review each response to this RFP and determine those best qualified to meet the needs of the TPD. The City may further narrow the field to a few Proposers who will then be invited to participate in Presentations and Functional Testing of their software. At the completion of the Functional Testing, TPD will begin contract negotiations with the top ranked firm(s).

The City reserves the right to select functionality or third-party capabilities from various proposals. For example, if the crime analysis or business intelligence functionality from one proposal can be easily used with the system of preference, The City may ask the selected Proposer to use the capability presented by the other proposal instead of using the one originally proposed.

In this RFP, TPD has marked each requirement with one of the following:

Critical

Items specified as "Critical" are essential specifications, which must be provided by the proposed system. All "Critical" requirements, when considered together, are the "Core" operational specifications for the system.

Highly Desirable

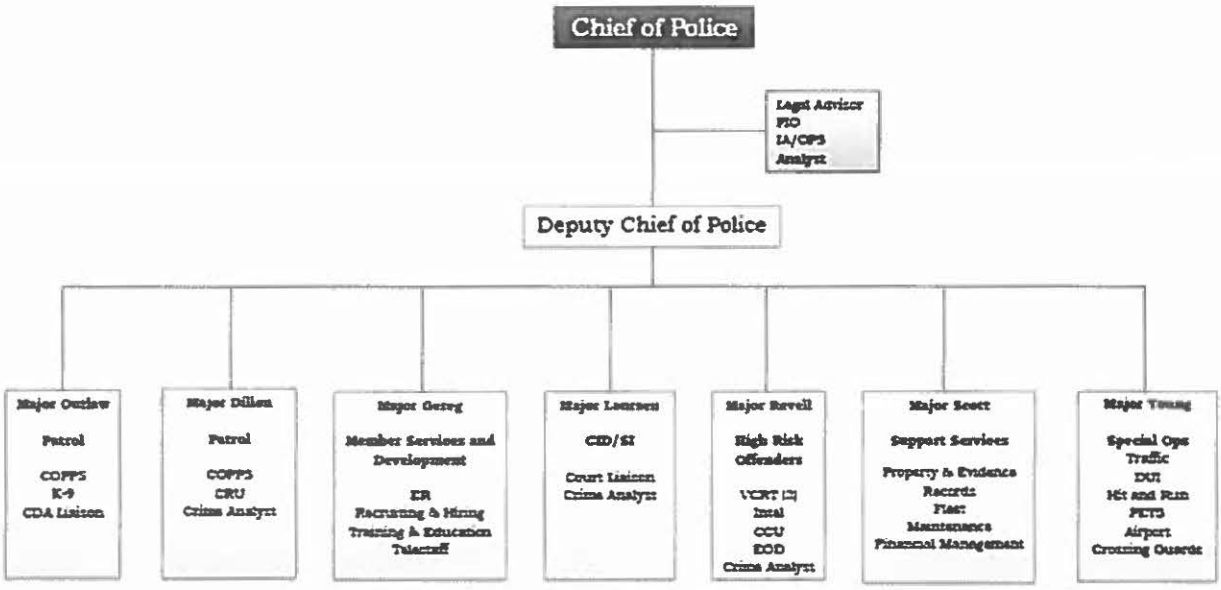
Highly Desirable items are Optional Requirements, which provide enhanced capabilities or increase functionality, in addition to the Core requirements. TPD may choose some, all, or none of the Highly Desirable components in your proposal.

Desirable

Desirable items are Optional Requirements, which TPD would find beneficial to have, in addition to the Core and Highly Desirable requirements. TPD may choose some, all, or none of the Desirable components in your proposal.

2.4 Organization of TPD

Tallahassee Police Department Organizational Chart



2.5 Project Objectives

The LEDRMS project is intended to transform TPD's business, particularly in how the TPD collects, stores and uses information. While each of the Department's operational areas and command staff have varying expectations of what a modern records management system can and should do to improve their particular area, the following are overarching project objectives that the TPD hopes to achieve:

- Enhance **officer safety** and **efficiency** by decreasing the time required to complete report writing, data collection, analysis and other administrative work through the elimination of redundant, duplicative and superfluous tasks;

- Enhance **public service** by improving the public's experience with the TPD, particularly when it comes to the timeliness and availability of information;
- Enhance **data accuracy and quality** by reducing or eliminating erroneous and duplicative data entry and providing improved quality controls and
- Enhance the **operational value of information** by improving the timeliness and availability of relevant and actionable information available to all stakeholders as a result of better data collection, access and controls.

The specific objectives of this project are as follows:

- To support our Officers, Investigators, Records Technicians, Forensics Technicians, Property and Evidence Technicians, and Crime Analysts with the most functional, user friendly, intuitive, reliable, and comprehensive Law Enforcement software system available;
- To procure and implement a comprehensive, Commercial-Off-The-Shelf, state-of-the-art LEDRMS, which enhances and supports the department's need for collecting, analyzing and disseminating information;
- To provide the officer in the car an easier and quicker data entry capability, and to provide more data to be effectively used to increase crime fighting abilities;
- To provide the Crime Analysts a more efficient means of studying crime reports, arrest reports, police calls for service, as well as the ability to identify emerging crime patterns, series and trends. The LEDRMS should provide the Crime Analysts the tools necessary to prepare statistics, data queries, or maps and provide data and information support for the agency's Criminal Investigations Division (CID), Patrol, and High Risk Offenders' Units (HRO). In addition, the LEDRMS should support the Crime Analysts by delivering timely, appropriate, and accurate data for investigative purposes as well as for the completion of public records' requests;
- To eliminate redundant data entry and enhance current day-to-day operations by combining the functions of most of the existing stand-alone systems into a single comprehensive system, thus refocusing staff efforts from developing stand-alone programs to capturing and accessing data required as a part of normal business operations. Employees currently maintain numerous standalone Microsoft Excel or Access programs to accomplish required business tasks;
- Integrate the current workgroup applications with the new LEDRMS with the goal being to enter data once and to use it many times across the various workgroup applications;
- To eliminate barriers to data sharing with other internal, local, regional, state, and federal agencies by employing applicable state and federal DOJ data sharing standards and practices;
- To provide an automated environment that enhances operations and supports the apprehension of criminals by providing timely information;
- To employ an information processing architecture that is consistent with contemporary technology, adheres to TPD data processing standards and accommodates the advancement of technology over the next five years;

- To improve citizen participation with TPD, including better access to publicly releasable information and
- To use features in the new LEDRMS to facilitate more open communications between TPD and the community.

2.6 Establish Consolidated Archival Capability

Currently, historical data for many systems are kept within operational data stores; there is no comprehensive archive approach. In some cases, data from systems that have been retired was not converted into their replacement systems, but is still required to support inquiries. This results in the need to retain legacy capacities to retrieve data in old formats and from old repositories.

The TPD would like to have an archival method and capability for operational data (only for data added into new LEDRMS), using archive data formats that should be independent of the software that created the data. The solution will include long-term supportable data structures, with locally resolved references, such as crime codes (that do not require further external resources). It will also include simple retrieval tools and search functions to query data and render into a human readable report format.

Benefits of this initiative include:

- Enabling the retirement of older systems that support historical data access;
- Removing dependency to specific applications for data access by using standard data formats;
- Implementing retention policies consistently;
- Reducing the impact of application modernization in response to business needs, by decoupling access to historical data from the application and
- Mitigating unconstrained growth of data in application databases, reducing cost and potential performance impact.

The basic retention policy is to retain the following data in operational data stores:

- All data (this includes attachments) related to active cases and
- All data (this includes attachments) related to cases that were closed less than 5 years ago (only for data added into new LEDRMS).

In addition, the TPD expects that archived data may need to be "un-archived" upon re-opening of previously closed cases. This would entail re-importing data into operational data stores.

The TPD currently anticipates that the archive function would be supported by the data warehouse capability.

The LEDRMS solution should be able to export/relocate all relevant records to the archive solution, based on the defined retention policy, and provide the ability to re-import/locate previously archived data when a case is re-activated (on-line/off-line data).

2.7 Current System Contacts

- **Motorola PremierOne CAD and Mobile** (Interface Critical)
  Curry Russell, Technical Contact
  Email: Curry.Russell@MotorolaSolutions.com
  Phone: 304-812-3880
- **Traffic Crash Software (TraCS)** (Interface is critical to transfer data and approved pdf reports to new LEDRMS, if new LEDRMS is not used for Accident/Traffic Reports)
  Amy Cochran, Technical Contact
  Email: Amyc@tracsflorida.org
  Phone: 850-410-6509
  - **Easy Street Draw Technical Contact for Diagram Software**
    Lisa Phay, A-T Solutions, Inc., a PAE Company
    Email: Lisa.Phay@pae.com
    Phone: 208-576-7015
  - **Florida Department of Motor Vehicle** Technical Contact for Florida Traffic Accident Reporting Requirements (includes exports to State)
    Thomas Austin, Technical Contact
    Email: ThomasAustin@flhsmv.gov
    Phone: 850-617-3275
- **Duncan Intergrator2000 System** (Parking Ticket Interface) – If LEDRMS Parking Ticket module meets TPD's requirements, then ticket information will need to be transferred from LEDRMS to Duncan system and if LEDRMS Parking Ticket module does not meet TPD's requirements then TPD needs information transferred from Duncan to LEDRMS.

  Dan Hewitt, Technical Contact
  Email: dewitt@ipspark.com
  Phone: 814-862-9120

  Regional Law Enforcement Exchange (RLEX)/Law Enforcement Information Exchange (LInX) – (Interface provides critical information data from LEDRMS to LInX; proposer will only need to provide assistance with the data mapping to LInX)

  Mark Harris, Technical Contact
  Email: Mark2.harris@ngc.com
  Phone: 703-556-1318
- **Geofile/City-County GIS and Omega CrimeView** (Critical)

  Patrick Pence, Technical Contact
  Email: Patrick.Pence@Talgov.com
  Phone: 850-891-4941
- **County Justice Information System (JIS)** (Interface is critical to transfer Arrest Affidavit Information from LEDRMS to County JIS Arrest Affidavit form for booking.

  David Gross, Technical Contact
  Email: GrossD@leoncountyfl.gov
  Phone: 850-606-5525

- **COBAN (Photos and VieVu Videos)** – Ability to add/attach in LEDRMS
  Joe Nguyen, Technical Contact
  Email: joen@cobantech.com
  Phone: 888-285-4548 Ext: 173
- **LexisNexis Coplogic Solutions** (Interface is critical data and approved pdf reports into LEDRMS, if new LEDRMS is not used for Citizen On-Line Reporting)
  Brian Matuszko, Technical Contact
  Email: brian.matuszko@lexisnexis.com
  Phone: 561-508-6428
- **Automated Control of Evidence** (ACE)-Property & Evidence (Software Techniques, Inc.) - (Interface is critical to transfer data and pdf forms/reports into LEDRMS, if new LEDRMS is not used for Property & Evidence)
  Chris Jones, Technical Contact
  Email: chris@softwaretech.com
  Phone: 504-7221-1000 Ext: 245
- **Florida Department of Law Enforcement's (FDLE) Uniform Crime Reporting (UCR) and National Incident Based Reporting System (NIBRS)**
  David Kennedy
  Email: DavidKennedy@fdle.state.fl.us
  Phone: (850) 410-7119

  FDLE UCR Program
  Email: UCR@fdle.state.fl.us
  Phone: 850-410-7140
- **Business Technologies - iPayment**
  Pierre Dupuis
  Email: pdupuis@corebt.com
  Phone: 401-431-0700
- **Faster Asset Solutions/Fleet Management System** - (Optional)
  Phone: 800-753-2783 (Tech Support)

A draft Interface Requirements Document (IRD) that includes configuration and screen design if it includes an interface with the LEDRMS must be provided for each interface that is quoted (please reference Attachment F, Interfaces tab.

2.8 Solidify Data Integration

Currently, the application landscape has many point-to-point interfaces, including operational system-to-system interfaces and data extracts. In some cases, data extracts are layered to generate additional data extracts. In other cases, applications leverage data extracts that were not designed for such purpose, creating dependencies. Evolution of source systems may be held back by these dependencies, reducing the ability to timely adapt to the Department's needs.

With the proliferation of data exchanges and extracts, data lineage and the "single source of truth" becomes increasingly difficult to establish. When decisions are made based on data, then the source, accuracy and timeliness of the data needs to be well understood.

Benefits of this initiative include:

- Reducing dependencies between systems to support a pace layered architecture, improving agility to respond to emerging business needs, and increasing system of record resilience to changed data needs;
- Enabling the population of data warehouse and advanced analytics;
- Reducing IT effort and cost to maintain data exchanges and
- Supporting the City's Open Data initiatives by delivering timely, appropriate, and accurate data that complies with TPD's policies.

The LEDRMS solution should support the TPD's data integration vision, either through exposing its data model, providing data-centric application interface capabilities, or another common integration mechanism.

2.9 Extend Access Control Mechanism

TPD needs a system with a mechanism that grants users with the right access, at the right time, to perform their duties based on their position in the organization. The solution maintains access roles with distinct sets of system privileges, and assigns these roles to employees based on pre-defined business rules. The business rules for granting and revoking access are driven by data from the actual chain of command (COC) data, as well as the employees' rank, duty assignment and function.

TPD expects that future technology initiatives will provide a rules-based access control approach with a more standardized product-based Identity and Access Management implementation, based on industry standards for authentication and authorization.

The TPD expects the benefits of this approach will be:

- Reducing the proliferation of non-standardized authentication and authorization approaches and
- Enabling appropriate and timely access to applications and tools by employees, based on their rank and actual deployment to organizational units.

2.10 Develop Master Event Management

Currently, the main identifier for records is the Department report number, which is created in the PremierOne CAD system when requested by an Officer or Investigator.

TPD seeks to develop a master data management solution based upon a core set of data (time, location, involved people, etc.) that are common between all events, and establish conditions for automated and officer-based linking of records.

Benefits of this initiative include:

- Ability to develop composite views of all incidents, arrests, cases, property, vehicles, evidence and other data to events and
- Improving business intelligence and advanced analytics capabilities by providing more meaningful data.

The TPD expects that future systems will support interfacing approaches that reduce the complexity and duplication of messaging mechanisms.

2.11 Implement Share Portal Capability

Currently, the TPD has a large application portfolio, which is accessed in different ways: through desktop shortcuts, browser bookmarks, or shared drive locations. Discovery of applications is cumbersome, and access requires different user IDs and passwords. There is limited support for user collaboration using modern tools.

The TPD seeks to streamline user access to tools and applications through a single user interface and enable online collaboration between employees outside the context of system of record applications.

Benefits of this initiative include:

- Easing the discovery of and access to applications and tools, leveraging single sign-on where practical and
- Provide portal-based collaboration tools that are easy to use, and offer a more fluid and informal way to communicate than system of record applications allows.

The TPD expects that future systems will be accessible within the context of a user portal.

2.12 Volumes and Metrics

The following table (Table 1: Volumes and Metrics) provides current estimated volumes of various TPD metrics. While this information can vary from year-to-year, it is meant to provide a general idea of Department size and complexity.

Table 1: Metrics and Estimates

Metric	Number
Population Served	300,000
Total Employees	677 includes part-time and temp
Total Sworn Officers	410
Total Crime Analysts –Civilian & Sworn	4
Total Number of Incident Reports (includes cancelled calls)	214,260
Total Number of Items Impounded	Average Approx. 28,000
Property Storage Facilities (number of locations)	4 Buildings
Number of Police Vehicles	459 marked and unmarked
Number of Police Motorcycles	9
Number of Calls for Service (per year) – Per CAD	174,676
Number of Arrest Reports – Per CAD	5,594
Number of Uniform Traffic Citations (UTC)	40,000
Number of Parking Tickets (per year)	20,000
Number of Traffic Accident Reports (per year)	11,191
Number of Property Items Processed (per year)	11,513
Number of Active Property Records	170,788
Number of Citizen On-Line Reports	4,172

2.13 Current Challenges

The TPD's records management business practices, coupled with the existing technology environment, pose many challenges for both TPD members and the public.

These challenges include:

- Manual, paper-based processes — Nearly every process involved in the collection, dissemination and analysis of information is in part (or, in some cases entirely) manual or paper-based. While there are many 'systems' to log and track events, some official records are still submitted on paper and scanned to be stored electronically as TIFF or PDF files, or other 'paper equivalent' image files. The information contained on these reports is not easily accessible or available for other purposes;
- Silo processes — Due to the size and organization of the TPD, many similar business practices are handled differently throughout the Department. This can create inconsistency in how and when information is collected, the forms that are used and the timeliness and accuracy of information;
- Lack of access to valuable information — Since some of the information collected resides on paper forms; it is not readily available for investigative purposes. The paper-process is time consuming and even when information is entered into electronic systems, it is often not timely, limiting its operational value;
- Time consuming and inefficient processes — Writing reports by hand on paper is time consuming and prone to error. Several routine processes can consume an officer's day (e.g., booking, report writing) taking valuable resources from the field and
- Aging technology — Outdated software, hardware and programming languages are challenging and increasingly expensive to support. Many systems are at end-of-life and no longer supported by their original vendor and support staff member's familiar with these systems are retiring.

2.14 Guiding Principles

The TPD recognizes that this project is a large, multi-year and multi-phase effort that will have a profound and lasting effect on nearly every area of the Department. The TPD understands that this is much more than simply a 'technology' project and expects to invest significant resources in managing the organizational change that will be required, in addition to adapting to new technology and potentially new ways of doing business. The following guiding principles are being used to help set expectations and prepare the Department for the change that is expected:

- The Records Management System is a core component of a larger effort to modernize the TPD technology systems, not an island unto itself;
- Success will be measured largely by the project's ability to provide a valuable and positive experience to users;
- The TPD requirements are meant to describe desired outcomes, what is needed, and not to be overly prescriptive in how these objectives are achieved. Through this solicitation, the TPD expects to procure a system that has been proven in the marketplace and to benefit from the experience of both the vendors and the other agencies that use their systems. This solicitation is intended to allow vendors the flexibility to demonstrate how their solutions best meet the TPD's objectives;

- The TPD intends to procure a commercial solution proven in the marketplace. The TPD expects that current operational practices will have to adapt to the new system capabilities where possible. Customizations will only be pursued to support capabilities where there is a legal, fiscal or regulatory requirement that cannot be fulfilled any other way;
- The TPD values improvements to an officer's efficiency and accuracy over maintaining existing practices and
- The project's goal is not to replicate a paper process. The TPD considers the 'record' to be the data, not the paper; that the data may be produced in many different formats, including paper and electronic.

2.15 Applicable Laws, Codes, Ordinances, and Standards

TPD requires that the proposed system meet or exceed all current Laws and Standards to which it is subject. Those Laws, Codes, and Standards include, but are not limited to:

- Florida Electronic Records and Records Management Practices (Including 1B-26.003 Electronic Recordkeeping and DOD 5015.2-STD
- Florida Department of Public Safety (FLDPS),
- Florida Department of Law Enforcement Policies (CJIS),
- Florida Commission on Law Enforcement Officer Standards and Education (FCLEOSE),
- Florida Code of Criminal Procedure,
- Florida Transportation Code,
- Florida Local Government Code,
- City of Tallahassee Code of Ordinances,
- GJXDM (V3.03), 2003 Data reference model for the exchange of information within the justice and public safety communities,
- JXDD (V3.02), 2003. Justice XML Data Dictionary,
- FBI CJIS Security Policy,
- FBI National Incident Based (NIBRS) Reporting Specifications,
- Florida Uniform Crime Reporting (UCR) Specifications,
- Florida Statutes 943.059 and 943.0585,
- Florida Data Exchange (FCIC) / National Data Exchange (NCIC),
- National Incident Exchange Model (NIEMS),
- 28 Code of Federal Regulations Part 23,
- International Organization for Standardization (ISO); ISO 17025, ISO Guide 25,
- FDA's Title 21 Code of Federal Regulations (CFR) Part 11,
- Standardized Florida DHSMV schema of TCATS (current supported version),
- Commission for Florida Law Enforcement Accreditation (CFA),
- Commission on Accreditation for Law Enforcement Agencies, Inc. (CALEA),
- International Association of Property and Evidence (IAPE), and
- American Society of Crime Lab Directors (ASCLAD).

2.16 Proposers Minimum Qualifications

To qualify for this procurement, Proposers must have successfully implemented three or more presently operational Public Safety Oriented Record Management Systems comprised of applications similar to those outlined in this RFP. In addition, at least one of these systems must have been in support of an agency that services a population of approximately 200,000 or more and servicing a Law Enforcement agency of approximately 500 or more employees (sworn and civilian total).

2.17 TPD's Concept of Operations

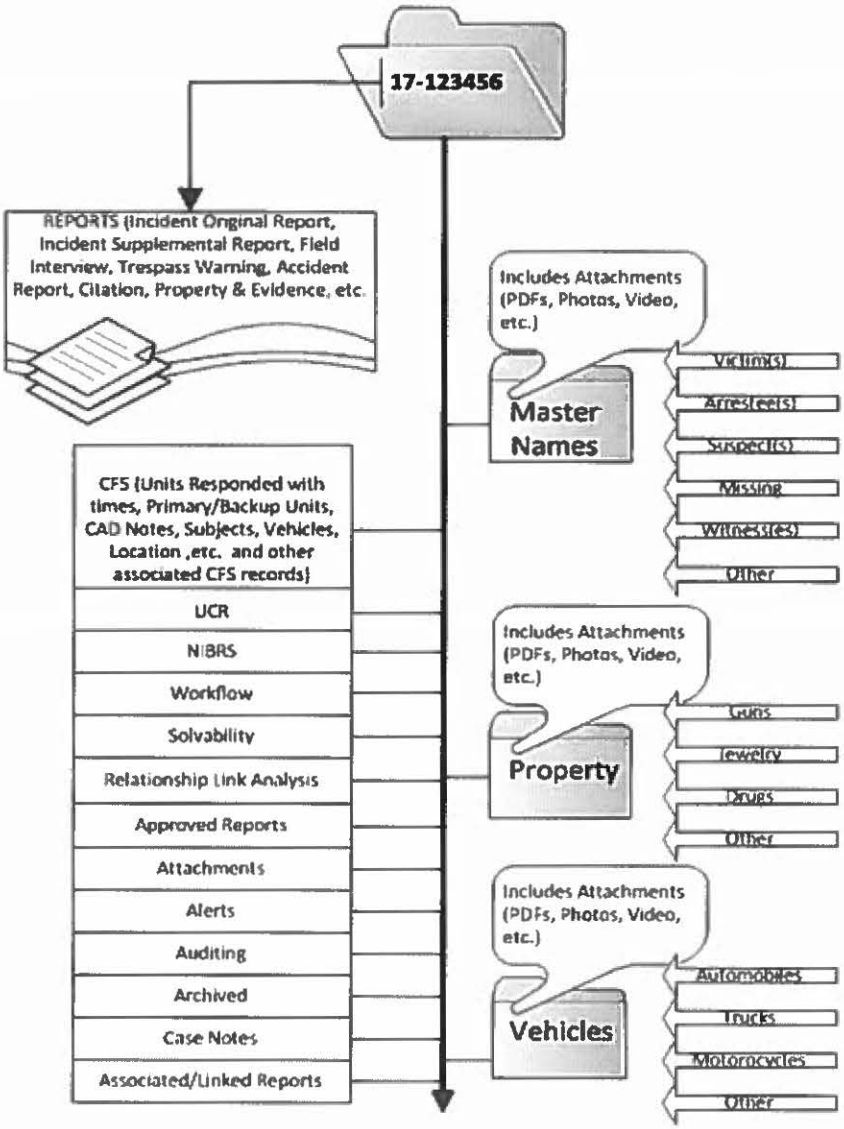
TPD's service area is within the city limit; TPD arrests and then transfers prisoners to the Leon County Jail. This Statement of Work specifies Leon as an example for clarity purposes only. TPD desires that the specifications and functionality could be applied to interactions with Leon County, when Leon County is prepared to electronically interact with TPD.

TPD's concept of operations is one of an overall automated work environment, with a LEDRMS at the center. Besides a comprehensive LEDRMS, key components in the envisioned environment include a web based Intranet Portal providing browser based access to numerous departmental documents and capabilities, a mobile field reporting capability with "office in the car" capabilities, access via use of Business Intelligence tools to information stored in the TPD Data Warehouse and access to local, regional, state and federal data sources from both mobile and office environments. We do not believe that a LEDRMS will fulfill all of our information processing requirements – but do desire as many of our requirements to be integrated into this environment by the Proposer.

TPD envisions that this LEDRMS will become a central component of an integrated LEDRMS "environment". The environment would consist of those agencies and systems which are inter-connected through the LEDRMS, into what appears to our authorized users, as a seamless system. This environment is for the purpose of collecting, processing, searching, presenting, and sharing Law Enforcement information with all consumers of such data. The ultimate goal is to provide a system that serves the daily needs of TPD. The system shall serve as a comprehensive criminal history system with the capability of integrating with other justice systems to which we can interface. For example, we desire the ability to automatically import information from protective orders and case disposition from our regional county law enforcement partners.

The LEDRMS must be simple, intuitive, and straight-forward in its design and presentation. Users should not be burdened with excessive steps or procedures to accomplish their tasks. Screens, reports, and workflows should be logical, instructions clear, and assistance with wizards and/or prompts that lead the users through the task. For example, all fields on a screen, which are required, would be highlighted with a consistent color. Furthermore, if a field requires a specific value, the LEDRMS will notify the user of an invalid value, upon exit of the field. Productivity must be enhanced by minimizing effort needed to finish tasks. Quality of work performed must be enhanced with a higher level of information and the reliability. Usage of pick lists, pop-ups, radio buttons, calendars, and other formatting tools are highly desired. The system must not crash, lock-up, and/or cause the user to lose their work. Consistent, reliable, and dependable best practices are expected.

TPD envisions a new system that is primarily Case Based. A Case Based system organizes the data based upon a case folder concept. Within the case folder there are various modules containing the specific data about the case. As an example, a burglary case might consist of the initial incident report, all the names associated with the incident, e.g., victim(s), witnesses, suspect(s), property stolen, etc. Upon querying on the case number, a tree structure would display each module containing the information pertaining to the case:



From this tree, the end-user can click on a box and drill down in this case, or across to another case which has a relationship (i.e., common suspect) for additional information. They can also transcend horizontally through the system. As an example, they can click on an individual and see that individual's involvements in other incidents. There shall be no limitation as to how deep the end-user can vertically or horizontally transcend the system, thus providing complete access to available information.

Typical capabilities of this case based approach include a system that will provide the ability to attach photos of the vehicles. The system should allow a number of attachments to a case, only limited by the data storage capacity of the LEDRMS. The system needs to provide for scanning and attaching handwritten witness statements and other supporting case documentation

We envision that the entire incident report could be entered into the LEDRMS through the Mobile Computers. The LEDRMS database will give access to the information and provide an automated link to all of the data associated with the incident.

The narrative entry of the incident report shall make use of an industry standard word processor with spell check capability, e.g., Microsoft Word. Voice-to-text is improving in its capabilities and the system should have the ability to accommodate this improving technology.

Officers in the field should have access to the same information that the officer at headquarters does.

The new must provide the ability to set review flags for certain types of reports and/or for certain areas of TPD. The unapproved report shall be clearly marked so the reader knows that the information can change because the report is not yet approved. An unapproved report shall not prevent any other process, such as booking or being available to crime analysis modules, from occurring (if the Crime Analyst is using the data for analysis, they would need to know certain times a report was changed due to the possibility of changing the reporting analysis. There would need to be a matrix to choose what updates they would like to be notified and the ability to choose what they can flag, i.e., arrests, vehicle and/or property recovery, firearms, serial numbers, etc.).

When the supervisor approves the report with an electronic signature, the system will lock the report and forward it to Records for quality control. Once approved, the data will automatically update the permanent incident record and other appropriate modules. The system will automatically distribute the case to other appropriate units (Division(s) of Concern, BOLO(s), external agencies, etc.). TPD desires this system to be as real time as feasible. Of special note, TPD requires the ability to flag certain cases, mostly under the purview of the Homicide Division, as confidential, strictly limiting access to those cases during the investigative phase. This requirement may result in the inability of the officer that filed the initial report from viewing that report in the future if flagged as confidential by an authorized user.

TPD envisions a flexible LEDRMS which would allow us to change data field names, determine a workflow by task, and is highly configurable. The workflow could allow for screens and processes which may appear unique, but operate on the same LEDRMS data as other units. Information would be routed to appropriate areas and paper based systems would be minimized by electronic distribution.

Cases could be directed to a Case Manager(s) assigned for the charge(s). A notification would be sent via email, or other selectable notification method. There may be more than one charge and therefore, more than one Case Manager. Each Case Manager then would assign one or more Investigators, Task forces, or Units. Each assigned investigating unit could operate independently, or in conjunction with others. Executives, Managers, Supervisors, Case Managers, and other authorized users could view the status of the Case and possibly some of the details. For casual users and others, access to sensitive information would be restricted. Draft reports, Case details for

specific crimes and investigative status, supplemental reports, test results, and other preliminary information may be restricted, until such information is ready for release. There would be an ability to easily create supplements, and attach multi-media documentation to the supplement or the Case. Some actions, such as temporarily checking out Evidence from the Property Room, would automatically create a supplement, without Officer or user intervention.

2.18 System Operation Requirements

The LEDRMS program needs to be a stable program that is capable of operating both on and off network, available 24/7/365. It is recommended the platform utilized has system reliability of "five 9's" or 99.999% reliability or "up time." Users should be able to create reports with limited or no connectivity, and transmit completed reports upon connectivity being established. The system needs to be accessible wirelessly (air card) and via wired/LAN/Ethernet connection. The transition between wireless connectivity and wired connectivity needs to be seamless.

Properties and features of incident reports should be mirrored by field based reporting (if not one-in-the-same module).

Case folders should include the ability to attach photos, audio, handwritten documents, and possibly video to the case file. A case file within the LEDRMS should include ALL information and data (reports, supplemental, statements, audio recordings, video recordings, attachments, etc.). The only information not within the case file should be physical items within property and evidence, although the existence of these items should be viewable via the LEDRMS/Case management module (property receipts).

Ability to set specific security permissions for groups and individual users based on types of case, subjects/suspects involved, and other user defined parameters (module level to field level). Ability to audit the view/print/search of cases.

Users should have a unique password/pin to digitally sign/view reports and case files based on security preferences and settings. Items identified as "intel" should be housed as such and should be compliant with CALEA, FDLE, CJIS, and 28 CFR regulations.

There should be an ability to report vital statistics on a wide range set of parameters (i.e., how many blue ford mustangs have had white males issued a ticket in the past year between 06:00 and 09:00 on Thursdays on the Parkway). The Crime Analysis Unit (CAU) **Highly Desires** the LEDRMS to include Elastic Search Capability – complex query builder in the system. Productivity reporting should be an essential component of the LEDRMS.

Information of event(s) occurrence should be easily configurable and flexible. An authorized investigator/user could request a list of all past access to a Case and/or interactions with an individual. Further, an authorized user could request that they be notified if a specific event occurs in the future (i.e., someone enters a field interview card for a suspect).

We envision a system that increases citizen participation with TPD and makes it easier to receive reports and other Government to Citizen (G2C) services from TPD. For example, citizens should be able to enter minor incidents over the Internet. This requires the system to provide limited citizen access to a browser based Incident module. The recommended approach is to allow the citizen to enter an incident/offense report via the internet and attach files. Once the citizen submits the report, the system assesses the report for completeness. If there are mistakes or incomplete information, the system must prompt the citizen for the corrected or additional information. Once completed, the system enters the report with attachments into the Incidents/Offenses module workflow and the other associated modules, e.g., Property, Names, Vehicles, Premises, Citation, Case Management, etc. This data should then be immediately available to others, such as the investigators.

Lab Information Management System Requirements (Optional)

The LIMS program needs to be a stable program that works in compliance with ASCLD (The American Society of Crime Laboratory Directors/Laboratory Accreditation Board) (http://www.ascld-lab.org/).

Crime Analysis Requirements

For crime analysis purposes, TPD would like the new LEDRMS designed with electronic incident reports with as many drop down selection boxes, radio buttons, etc., versus free form text fields. This will reduce data entry errors by officers and provide more searchable and analyzable fields for crime analysis purposes.

Victim Advocate Unit Requirements

The desired software should support lifecycle activities for an assigned advocate. The information collected should prove a historical account of various support activities performed for a victim and/or family members.

Administrative Service Bureau Requirements

The Administrative Services Bureau oversees the issuance of department vehicles. The Administrative Services Bureau is responsible for tracking the vehicle numbers, tag numbers, and all scheduled maintenance for each vehicle as well as all property (including serial/model/city assigned numbers) installed in the vehicles (i.e., radios, rifle, shotgun racks). They desire a LEDRMS that includes the below Fleet Management and Supply Management requirements:

Fleet Management

1. Track Vehicle Assignments - Searchable via officer name, vehicle number, and tag number;
2. Track equipment installed in the vehicle such as rifle racks, shotgun racks, cones, in-car radios, printers, camera system, digital cameras, print kits (with serial numbers when applicable);
3. Interface with City Fleet program called Faster Asset Solutions to transfer information into LEDRMS;
4. Track confidential tags (expiration/replacements);
5. Track monthly billed services;
6. Automated PM reminders;

7. Ability to issue/track pool cars when assigned vehicles have to be kept for extended periods of time for repairs and
8. Ability to generate/submit work orders electronically to Faster Asset Solutions or to City Fleet.

Supply Management (Optional)

The Supply Management Office is responsible for tracking, issuing, and stocking agency-owned or leased equipment such as consumable supplies (i.e., batteries, forms, pens), equipment (i.e., holsters, radios, flashlights) and fixed assets (tangible property with a purchase price exceeding $1,000). The Supply Management Office is also serves as the central receiving location for items shipped to the Department and maintains custody of those items until they are issued to a division.

1. **Inventory**:
   A. Barcode system functionality for identification and tracking of inventory items and employee issuance;
   B. Track Inventory by serial number, tag number, part number, item description, model number, location, and user. This would also include quantity and dollar value;
   C. Ability to establish minimum and maximum quantities and re-order points for each item in inventory;
   D. Automatic notifications or prompt when items reach the established re-order points or expiration dates;
   E. Ability to create/generate purchase orders;
   F. Track items ordered;
   G. Send prompt when item is received that needs to be issued to a member (customer due outs);
   H. Track outstanding orders;
   I. Ability to run inventory related reports (i.e. inventory audit by quantity and dollar value, inventory on order, inventory re-ordering point, inventory shelf life ending, equipment upgrade eligibility, asset inventory, inventory history, location survey, location accuracy, out of stock inventory, operation readiness report, and individual customer files);
   J. Ability to capture asset related information and create reports (assignment of equipment to a department ID, transfers, surplus);
   K. Ability to create and generate reports for internal use (i.e. property transfer form, property surplus form) and
   L. Create/generate a property order report for members to use and submit. Once order is filled, the ability to send an automated response to the member that order is ready for pick-up.

2. **Personnel (Supply related) (Optional):**
   A. Track property issued to each individual officer (vests, radios, uniforms, name tags, duty gear, etc.)
   B. Send prompts for vests due for replacement.
   C. Allow for customization of records (i.e. identify specialty units to which the officer is assigned). This would then dictate what additional items would need to be issued.
   D. Maintain quantity issuance control data.
   E. Ability to generate equipment reports, if needed.
   F. Create/generate missing and/or damaged property reports.

2.19 Master Name Index - Index Relationships (Critical)

TPD requires that the LEDRMS provide for a robust set of common master databases (Indexes). All modules must be integrated with all Indexes. The LEDRMS must allow cross module linking of Indexes and also allow for the drill-down capability to related data. Usage of linkages to relate the data, from Index-to-Index, must allow for a "Horizontal" (module-to-module) and "Vertical" (Index-to-Index) relationship chaining. Linkages occur as a result of transactions (e.g., Arrests) within the system.

For example, a Master Name Index (MNI) will allow the user to view all relational information, from module-to-module to which the MNI has been associated (e.g., Cases, Vehicles, and Known Associations) - Horizontal Relationships. Furthermore, once the MNI has been linked to another Index, the ability to go from maintaining the MNI to maintaining the Case(s) Index record(s) is facilitated - Vertical Relationships.

The LEDRMS must manage these relationships of Indexes without intervention or manual encoding.

Information pertaining to unique entities (e.g., individual, property, vehicles, locations, etc.) must be stored in only one Index. For example, in no situation should there be a capability to enter information relating to an individual (Name) and have that information stored outside of the Master Name Index. There will be only one database, file, and/or source for each unique entity. TPD would like to see each MASTER NAME Index have a unique number assigned to it. Also, each Master Name Index should have the ability to have multiple photos (jpeg, etc.) attached to that record.

For example, individuals with whom a Field Interview has been performed must only be stored in the same Master Name Index as individuals who have been arrested.

Furthermore, using the example of vehicles, all vehicles, whether marked as stolen, towed, or any other trait/status, must only be stored in the Master Vehicle Index.

Wherever a Master Index is referenced, the ability to enter new Master Index records must be allowed.

Each Index must be capable of having Alerts placed upon them. An example of an Alert is an Investigator marking a Master Name Index record so any contact with that individual will cause a message to the User to Hold the individual, call the Investigator, and/or some other action defined by the Alert.

Listed below are the minimum requirements for the Master Indexes.

2.19.1 Master Name Index

The Master Name Index (MNI) shall maintain the names of persons and businesses and link them to their appropriate involvement. It must also include all pertinent identification numbers such as the FBI Number, State of Florida System Identification Number (SID), and TPD Number. Once TPD enters a person into the MNI the system shall link all future involvements to this record without creating a new record. All name information is contained in only one location with pointers to other modules where data pertaining to the individual resides. The end user enters names, businesses of interest, organizations, gangs, or other name types entered into the MNI. Thereafter, the LEDRMS links this information to the events entered into the system.

Whenever names are entered, an examination process must be performed, which enables the users to review similar sounding names (use of a Soundex routine is a must), to determine if the name already exists in the MNI, and either link the incident to an existing name or create a new MNI record.

When a record or report is added to the LEDRMS system (this includes adding records after working in off-line disconnected mode), and a person is being linked (or indexed) to that event, the system should perform a matching function using a rule-based process that the agency could define. The purpose of this matching function is to either automatically link an existing MNI record or to present to the user a list of the possible matches to the name so that the user can make the matching decision.

The LEDRMS system should provide a matching algorithm that will provide the ability to search the MNI by a variety of criteria, such as sound-alike searching, phonetic replacement, diminutive first names (James/Jim/Jimmy; Elizabeth/Beth/Betty; Jack/John) and other static demographic information, such as age, sex, and race.

MNI must also include the ability to track data elements, such as address changes, date of birth changes, aliases/monikers, known associates, physical descriptors about the person, and other characteristics (scars, marks, tattoos, and photos). When a user performs a name search on an alias, it should provide a link to the person's actual name.

Another important feature is the ability to merge MNI records. Even in the best-managed system, there are occasions when a person has two MNI records. This often occurs when a suspect gives an alias unknown to the system. When this occurs, the system must be capable of merging the MNI records and tracking the alias name.

The LEDRMS MNI should also provide maintenance functions that will permit a record or report to be unlinked from one MNI and re-linked to another MNI record. Since it is not always possible to ensure that the correct MNI record is linked to an event record, it must be possible to correct this improper linking. Functions should also be provided that allow two or more MNI records to be merged into one record. The LEDRMS should be capable of providing a detailed audit of any changes made to the MNI record in an easy to understand format.

2.19.2 Known Associates

The system requires the ability to link names together so that a search on one individual will allow the user to access all of that individual's known associates. An individual may be involved with more than one associate and be an associate of more than one individual. The associates will have their own MNI record. A search on any name must display all linked names and allow the user to access any name associated with the original record. When accessing an associate, the user must have the ability to look at that individual's involvements within the system.

2.19.3 Juveniles

TPD requires that all Juvenile records be managed and maintained in a manner in compliance with all local, state, and federal requirements for Juveniles.

2.19.4 Sex Offenders

TPD maintains a registry of Sex Offenders. This module captures information pertaining to the offender, which includes name, address/residence, physical description, method of operation information and level of sex offender. This module must include the ability to attach photos of the offender.

2.20 Master Vehicle Index

The Master Vehicle Index (MVI) shall capture information pertaining to specific vehicles. It shall act as a repository of information that defines specific vehicles. In addition to serving as the repository for vehicle data, it will also capture generic involvement information about vehicles not necessarily linked to reported incidents, similar to involvement information as discussed above.

The MVI must function similarly to the Master Name Index. The MVI shall provide a number of data elements sufficient to describe the vehicle. It must track all of the vehicles current and future involvements. Once entered, all future involvements require linkage to this record without creating a new record. All vehicle information is contained in this one location with pointers to other modules where related data resides, e.g., arrest, accident, etc. This avoids redundant data entry.

Ability to search the MVI on full and partial license plates, VIN numbers, general vehicle descriptors, and other descriptive elements is required.

The MVI will capture information on vehicles that encounter the department for any reason.

2.21 Master Premise Index

The Master Premise Index (MPI) shall function similarly to the Master Name Index or the Master Vehicle Index. The MPI must allow the user to attach activities to a specific valid address or location. The system shall maintain these records and link them to other system files. A user could search an address and obtain a listing of all persons that live there currently or have in the past. It would provide a history of all activities that have occurred at that location.

2.21.1 Interfaces

The Master Premise Module shall interface to the following systems to access additional required information about a premise:

- ArcGIS (Geofile) / ArcGIS Server (ESRI) Map Services

2.22 Audit Trail (Critical)

TPD requires that the new system maintain a complete audit trail of all transactions affecting any module within the system, including attachments. The system should be configurable to audit by a combination of security parameters. The system will record each action performed against any module. All pertinent information, such as user id's, IPs, before value, after values, dates and times, etc., associated with modifications to the record are part of this audit trail. This information must maintain on-line access for a configurable period and be retrievable at any time. TPD must have the ability to archive information. The audit trail should notify an authorized user when something they are searching for has been archived and instruct the user how to access the archived information. A diverse number of reports should beavailable.

2.23 Definable Code Tables and Data Fields (Critical)

The LEDRMS shall include administrator definable code tables and data fields. Code tables provide the ability for an agency to tailor features and functionality to better meet the agency's specific needs. TPD must have the ability to add fields/tables/codes, change the names of existing fields/tables/codes, disable/enable fields/tables/codes with the ability to include and search both in reports, and track these changes, without the need for contractor intervention. This requirement includes Florida Statutes.

Due to the limitations of the current LEDRMS, many TPD units make use of Microsoft Access databases to create and maintain operationally required information. For example, investigative divisions have locally developed Access based Case Tracking systems. The proposed LEDRMS, with a comprehensive ability to use Definable Code Tables and Data Fields, should resolve this need.

2.24 High Availability Requirement (Critical)

Ideally, TPD strives for a goal of 100% availability of the LEDRMS Environment. Since 100% is usually not realistic, TPD requires that at time of acceptance, the new LEDRMS be designed for and maintain a 99.999% availability (or better) 24 hours per day, seven days per week. The system should be available for use during scheduled maintenance, backups, and other system functions. Under no circumstance should the system perform at less than 99.999% up time, when measured on a yearly basis. Systems capable of meeting 99.999% availability may be composed of fault tolerant or redundant components, such as multiple processors, redundant arrayed disk drives, independent workstations and other similar solutions. TPD also supports Storage Area Network (SAN) technology. The SAN provides redundant arrayed disk technology for optimum data security and system reliability. Under no circumstance should a software "bug" halt the entire system or prevent a workstation from performing other mission critical processes. TPD requires that application/software upgrades can be performed without any interruption or no more than a 30 minutes' interruption in system downtime.

Any Field Based Report writing software should be available for use whether there is internet connectivity or not. For instance, a report could be written in the field when no or limited internet connectivity was available, saved, and sent to the LEDRMS database and database validated once connection was established at a later time.

2.25 Florida NIBRS and UCR (Critical)

Currently, TPD submits the FBI Critical reports to the Florida Department of Law Enforcement (FDLE) under the Florida UCR guidelines. There is a possibility that TPD may be switching to Florida NIBRS, which is the National Incident Based Reporting system. NIBRS is a fully electronic reporting format. The new system must be capable of reporting under both formats. If TPD decides to move to NIBRS, the Florida Department of Law Enforcement requires that any city switching from UCR to NIBRS must report under both formats until there are no errors under NIBRS reporting as long as necessary. The new system must be capable of meeting this requirement. The LEDRMS should have the capability to perform automated UCR and NIBRS error checking when the report is saved that provides a link to the field that requires review and includes understandable help assistance related to the deficiency.

2.26 Date, Time Stamp and User ID (Critical)

The system must automatically date and time stamp every transaction. Each transaction includes the User's ID and Name. Comments or narrative must include a date, time stamp and User ID and Name for each comment entered. The department uses the 24-hour clock as its time standard.

2.27 Use of Quick Keys and Function Keys (Desired)

All functions accessible through a pointing device must also include a quick key alternative. TPD requires the quick key access to follow current industry standards. As an example, control-c might copy highlighted text and control-v might paste the contents of the clipboard at the current cursor location. Functions executable only by a pointing device is not acceptable. Function keys require clear identification.

2.28 Online Manual/Task/Procedure Reference/Help (Critical)

The system must support an on-line manual, task and procedure reference and context sensitive help at all levels, i.e., pressing the F-1 key opens a window and displays help information for the specific field. The on-line information should provide complete instructions for all system functions. Closely related topics should appear in a distinguishable color, and their details become accessible by simply pointing and clicking on the topic. It is highly desirable to include on-line training video help.

2.29 Microsoft Integration (Critical)

TPD requires the new LEDRMS be capable of integrating with other office automation tools. For example, Microsoft Office automation programs and tools, e.g., spell-check, MS-Word, MS- Excel, MS-Access, etc.

2.30 Multiple Windows/Sessions

Current technologies provide flexibility in the presentation of data. TPD requires a system that allows the operator to configure the presentation of the standard LEDRMS system windows. The system must be capable of multiple windows sessions and allow the User to access multiple modules at a time.

2.31 Reporting of Information (Critical)

The LEDRMS must support a variety of forms of reporting and analysis to meet the operational objectives of the department. TPD requires the most flexible system that it can acquire. The access methods required from the LEDRMS are defined in the following subsections.

2.32 Retrieval and Distribution of Reports

The objective for incident, offense, supplement, accident, arrest, and other individual reports is that they will be fully contained in the LEDRMS and available to all authorized personnel electronically, providing the capability to view or print to a Windows based printer, any report as required. The selection of a particular report to view or print should not require prior knowledge of the case number. Rather, the capability must exist to search the Organizational Database using parameters associated with the event itself. Searches should be simple and not require any programming experience in order to create and execute these reports. Minimum search parameters leading to a selection of cases to view or print would include the following:

- Any name associated with the case or event, including the victim, complainant, reporting officer, related business name, alias, or street name. Date ranges for when the event occurred or was reported;
- Vehicles associated with the event or report;
- Specific addresses or ranges of addresses, within which the event occurred;
- Time parameters, including day of week and time of day;
- Other geographical boundaries such as zip code(s), Council District(s), beat(s), neighborhood(s), etc.;
- Selected characteristics of the event including crime type;
- Other agency defined keyed fields in applicable records and
- Optional summary or detail of the transaction(s) selected.

In addition to the general capability to view or print reports within the department, there is a need for selected users, possessing appropriate release authority, to be able to direct the output of the report to a fax server for transmission to external organizations.

2.33 Demand Production of Statistical Reports, Detailed Reports, and Summary Reports

Subject to system security, the LEDRMS shall have a considerable set of standard, pre-formatted reports that can be printed on demand whenever needed for management decision making or operational purposes. The following minimum sets of reports must be provided by the system:

- The automatic generation of Florida UCR and/or NIBRS reports (reports must look identical to the Florida Department of Law Enforcement UCR and/or NIBRS reports). This includes Hate Crime Report, Cargo Theft Reports and Human Trafficking Report
- A set of reports fully describing departmental workload, covering the types of activities by time of day and location, with user-definable parameters.
- Case management reports showing the status of cases as well as case aging and investigative workload.
- Spatial display of incidents or other events with user-definable parameters such as crime types, times, MO., etc. TPD envisions LEDRMS interfacing with the City's standard GIS system, ESRI. This interface should allow the use of all the functionality available in the ESRI products rather than pulling spatial data into the LEDRMS system and displaying it from there. TPD does not envision pushing data to the ESRI products for display of data from within that system; i.e., TPD does not want to have to access locational information through the ESRI search capability. (Along with mapping capabilities).

All standard reports such as those described in this section shall be viewable on the appropriate connected workstations and printable on designated printers.

Reporting of historical statistics should be managed in a way to facilitate consistent numbers. For example, reports generated for a period (i.e., January 2017), created in February of 2017, which report a specific number of crimes, must report the same number of crimes, when viewed or printed in February 2018.

2.34 Ad Hoc Query and Report Generation

TPD recognizes that no predetermined set of standard statistical reports or summaries can anticipate the future requirements of management or the public. There will always be new requirements for either one-time reports or the periodic running of a new report.

TPD requires the capability for the generation of ad hoc reports constructed from queries against any data element or combination of data elements contained in the LEDRMS. The supplied ad hoc query tool will allow the user to define the selection parameters and to print or view the format of the data by simple, easy to use query construction tools without having to know SQL query commands. The query tool provided by the LEDRMS Proposer must operate under the overall system security model for LEDRMS, restricting access to data as defined therein. Once a specific ad hoc report has been defined, it must be possible to save the components of the design for subsequent re-issuance of the same query and report generation. The ad hoc query tool should be available 24/7 for all users to conduct searches, even when Crime Analysts are unavailable.

2.35 Internet Capabilities (Critical)

TPD requires a LEDRMS which:

- Provides citizens the ability to report minor crimes securely over the Internet. While this requires monitoring, it can be an effective means for citizens to report specific minor crimes. The system shall forward the report to the Citizen On-Line Report Reviewing unit for review and approval prior to it being stored in the Organizational Database. Once the report is approved the system can also send a copy of the report to investigations and other units. In addition, the LEDRMS should allow the citizen to print their own copy of the online report once approved or access their specific case with the use of a citizen chosen unique PIN to check status of case without having to make a phone call. The Proposer shall describe how their system meets this requirement;
- Allows for the Internet access to publicly release official crime reports. The system must support the department's ability to provide timely access to specific police reports to the public, over the Internet;
- The Internet can be used to provide timely crime information about a neighborhood, display wanted suspect information or notify citizens of important crime trends;
- The public should also be able to search for limited information for stolen, towed vehicles or missing persons via a website. The site could provide information based upon license tags, as to whether a vehicle or tags are stolen and who the investigator is on the case;
- The system should be flexible enough to allow TPD to add information that it wishes to provide to the public at a later date.

2.36 Security (Critical)

TPD seeks a system that maximizes security capability and provides the greatest flexibility to the system administrator. The ideal system will support single sign-on capability and maximize the use of Microsoft Active Directory or a Lightweight Directory Access Protocol (LDAP) compliant directory service.

Security in the system should be based on distinguishing authorizations separately for entry of new records, updating records, deleting records, and for inquiry (display) purposes. All system access should be initiated only by entry and validation of a user identification number (ID) and password. The system shall accommodate an unlimited number of IDs. Passwords should be user changeable, and should expire according to an Administrator set value, requiring the user to create a new password for continued access. System shall auto-logout users with an Administrator defined inactivity level.

The user hierarchy is defined to consist of the following:

- Agency – i.e., TPD, LCSO, etc.;
- Operation - i.e., Investigations;
- Command – i.e., Criminal Investigations Division;
- Homicide Unit – i.e., Crime Scene Unit (A section within the Homicide Division);
- Individuals – i.e., Patrol Division & SRG (Individuals may be part of one or more Units).

Using these definitions, security is about restricting the performance of specific functions (add, update, inquiry, delete) under selected conditions. The conditions which form the basis for system security requirements are as follows:

2.36.1 Module Level

Access to the juvenile contact module in general shall be limited to organizational units assigned to juvenile activities, including investigations. Data entry, update and delete activities shall be limited to specific individuals, by password and identification number.

It shall be possible for the agency originating a record in selected modules to limit access to the module to its own employees. A single agency system is therefore defined as a special case of what will be a multi-agency system.

2.36.2 Screen Level

Within the personnel module, access to screens for any purpose where the screen deals with disciplinary actions, injuries, or performance should be limited to workgroup or organizational unit level security.

Screens should inherit the properties of the modules to which they belong.

2.36.3 Record Level

It should be possible to limit access to individual records in Incidents/Offenses, master name, juvenile contact, and field contact to an assigned workgroup. This function is required in support of intelligence, juvenile records, sex crimes, internal affairs, and other units in the department.

Records should inherit the properties of the module in which they are entered.

2.36.4 Data Element Level

The display of victim's names should be limited to the workgroup originating the record even though the incident records can be displayed or included in a report, for victims of child abuse and sex offenses.

Data elements should inherit the properties of the record in which they are contained.

2.36.5 Reports

The printing of criminal history or involvements of an individual must require the entry of the criminal justice purpose for printing the report and a log must be kept and made available to the system administrator.

Printing an incident report for sex crimes or child abuse cases must not print the victim's name unless the report is printed by the workgroup which originated the report and in this event the purpose of printing the report must be entered by the requester and a log kept for display by the system administrator.

2.36.6 Design Implications

The security module must accommodate the entry of the following information for each individual, at a minimum:

- Identification number,
- Password,
- Agency,
- Organizational unit,
- Additional Unit memberships and
- The system must provide for the security administrator to define workgroups (including organizational units).

The incident, master name, field contact, juvenile contact, victim advocate contact, intelligence contact entry screens must provide for a data element that limits access to a specified workgroup.

2.37 Mobile Data Computer Information

Connectivity to the Mobile Data Computers is encrypted. It is required that encryption will be implemented, in accordance with CJIS standards, between the new LEDRMS and mobile computers.

Technical Contacts

- NetMotion – Mobile Virtual Private Network
  Doug Humphrey
  Email: Douglas.Humphrey@talgov.com
  Phone: 850-891-8486
- RSA – Hardware token Authentication
  Phone: 800-995-5095

2.38 Data Conversion (Critical)

Motorola Infotrak LRMS records must be converted for the last two full years.

- This will include Incidents (includes original and supplemental reports) and all associated Master records (People, Businesses, Vehicles, and Property) that were added and/or updated during the given year time-period;
- Must be able to modify these records in the new LEDRMS and
- Must be able to copy/pull forward these records into new reports.

If TPD selects to use the new LEDRMS Property and Evidence module **(separate the cost for open items and closed items in the cost proposal form)**:

- Then the current system, Software Techniques, Inc. ACE system records, must be converted for all open items in the inventory; and
- Highly Desired to convert closed items.

2.39 City Tallahassee Information Technology Overview and Technical Requirements

The City currently maintains approximately 3500 Windows 10 Enterprise edition desktop computers that are currently connected to the domain. The standard web browsers are Internet Explorer (IE) 11; there are very few that are Internet Explorer 9 due to dependency on Windows XP applications. Web browsers currently supported are IE, Chrome, and Firefox. By January 10th, 2017 the standard installation for the City will be Office 365 with a February 2017 exchange migration to the cloud. For those, remaining we will continue to support an onsite exchange environment.

The Critical Virus protection for any and all devices on the domain is McAfee.

The City utilizes multiple levels of authentication based on what access is needed. Bomgar, Net motion, Checkpoint VPN, and Active Directory are some forms of the authentication. There is no one form (single sign on) of authentication based on access to resources needed. In general, user access to system resources is driven by the user's role and responsibilities within the department. The deployment of personnel is highly dynamic and a user's need to access various systems are quite fluid. To accommodate this need, the City has integrated the propagation of access rights with the Deployment Planning System, which reflects the organization chain of command and personnel placement at all times. The Access Control mechanism combines this deployment data with access roles and privileges to manage access to a suite of applications.

The City maintains two print servers, one at City Hall and one at the Public Safety Complex (PSC) and two domain controllers, one at City hall and one at the PSC. These servers account for 100% of the total servers running on the City network. The City host its server farms in the following three locations: City Hall, TPD, and the PSC.

The City data center is located in downtown Tallahassee. About 60% of the servers hosted at the City are virtualized with VMWare. There is a hybrid solution of systems being housed in the CenturyLink Cloud, AWS and onsite solutions. There is a split between the City and vendors maintaining applications on each of the environments.

The City maintains the operations of the local area network to desktop workstations at each of the TPD facilities. The City's Technology and Innovations department manages and maintains switches, routers and other network connections within the TPD network.

The TPD facility is interconnected on one of the two fiber rings that terminate at the City Hall and link the TPD network to the City and other networks. Locations connected via the fiber ring are connected at 10 Gigabit with all network edge devices being connected at 1 Gigabit.

Remote access to TPD resources will be completed through secure VPN NetMotion or Bomgar.

Enterprise Backup solutions are done incrementally on a daily basis with a full back up completed weekly to an offsite location. The City has an all-inclusive DR Plan in place for each of the prescribed events.

2.39.1 Hosted versus Non-Hosted

If Proposer hosted implementation is an option, please respond to the requirements below for both a Proposer hosted and TPD hosted scenario. **All Hosted solutions must meet CJIS requirements.**

1. Minimum and recommended hardware requirements for servers, work-stations, and software necessary to operate the system(s) must be specified. TPD reserves the option to acquire all non-proprietary hardware and software meeting the supplied requirements.
2. Application should support Active Directory, IIS, and Windows Server in a multi-server clustered and a hardware load-balanced configuration.
3. Any network configuration and security requirements necessary to operate the system(s) must be specified. Network and interface diagrams showing the relationship between servers, workstations, other devices, and the internet should be provided.

2.39.2 Software and Hardware Requirements

Proposers shall respond to the requirements below:

1. Proposer shall assume responsibility for complete delivery, setup, configuration, and installation of software and hardware. Proposer must work directly with hardware provider to provide a smooth and seamless data transmission between communications devices and software applications.
2. A system solution that uses proven open technology, with minimal operational impacts to Officers, Investigators, and Analysts, and a system that requires minimal system customization. Any new or customized software requiring further development shall be indicated in the proposal. TPD must approve the design and functionality of any new or customized software prior to development.
3. All equipment must be current production/state-of-the-art, commercially rated and manufactured by well-established and reputable manufacturers. Equipment must be readily available for the expected replacement or expansion/upgrades.
4. System should utilize a robust database engine. MS SQL Server is currently supported by TPD and is the preferred platform. All data collected should be backed up so that no data is lost.

5. The end user and administrative software should be Web based and accessible from any desktop or tablet within the TPD system. A non-java dependent interface is preferred. A description of any desktop/tablet installation requirements, including drivers, java, components, etc., must be provided.
6. Database must be thoroughly documented to facilitate data import/exports and ad hoc query and reporting. Documentation should include a detailed data dictionary, Entity Relationship diagrams, and Data Flow diagrams. Application should support Active Directory, IIS, and Windows Server in a multi-server clustered and hardware load-balanced configuration. Also, a virtual server implementation must be supported.
7. Must be compatible with third-party reporting tools such as Crystal Reports, SSRS, etc. Indicate with which third-party reporting tools the database is compatible.
8. The system must have the capacity to both import and export data on a regular and automated basis either through Open API or defined database access protocol.
9. A description of the security features of the application should be provided. This includes anti-intrusion measures at the client, business object and database levels, auditing and logging features, and user management controls. In addition, it is desirable for user logon and access rights to be integrated with Active Directory.

2.39.3 Documentation

All aspects of the LEDRMS and individual components should be clearly and thoroughly documented for both technical and non-technical support staff and for end-user understanding. Documentation should encompass detailed product descriptions as well as step-by-step instructions on how to utilize the equipment. Documentation should be geared towards varying audiences to include officers, investigators, supervisors, forensics technicians, property and evidence technicians, records technicians, analysts, support staff, area managers, and maintenance technicians. Documentation materials should be broken into the following areas and/or functions:

1. Computer hardware, systems software, and equipment specifications.
2. System Maintenance Instructions (patches, updates, etc.)
3. Database Maintenance Instructions
4. End-user focused materials on "How To" operate the application within each of modules purchased. For example, detailed step-by-step instructions should be included for:
   A. System requirements, client installation instructions, and configuration (Web Interface, etc.);
   B. Map Creation and Views (Zooming, Multiple Views, Ad Hoc maps, map maintenance, etc.);
   C. Wireless Data Communications (Usage of wireless equipment and data transmission procedures);
   D. Workflow Management;
   E. Data Storage and Reporting (Report Generation, Ad Hoc Report Creation, etc.);
   F. Data Access including API for use in developing 3rd party applications;
   G. Interface Configurations;
   H. System Administration for each module purchased;

I. How to use each module purchased;

J. On-going support with various options (on-line, phone, etc.) and

K. Toll free support number provided during the hours of 8:00 a.m. to 5:00 p.m. EDT Monday through Friday. Include information on afterhours and weekend support hours and services.

The Proposers should provide a sample of the documentation in the proposal. Upon installation, the successful Proposer will provide complete documentation and training material.

2.39.4 Training

The Proposer should provide Training Support to address all aspects of the LEDRMS and individual component parts. The Proposer should provide on-site consultation and training throughout the implementation process. Training should be provided for both technical, non-technical support staff, and end-user administrators and staff. Training should encompass demonstrations of the overall product and individual component parts. Step-by-step instructions should be demonstrated on how to install and/or use the equipment for varying audiences to include officers, investigators, supervisors, forensics technicians, property and evidence technicians, records technicians, analysts, support staff, area managers, and maintenance technicians. Detailed documentation materials (as described above) should be include in training sessions to provide the level of depth required to effectively administer and operate the LEDRMS and its component parts.

The Proposer should state the training support and service they will provide to include the following:

1. Toll free support number provided during the hours of 8:00 a.m. to 5:00 p.m. EDT Monday through Friday. Include information on afterhours and weekend support hours and services.
2. On-site system implementation consultation and support. Proposer to state the number of hours provided.
3. Hardware/equipment and vehicle installation training. Proposer to state the number of hours provided.
4. Field training for officers, investigators, supervisors, forensics technicians, records technicians, property and evidence technicians, analysts, maintenance technicians, system administrators, etc., (include maximum number of students).
5. Administrator training for administrators and support staff. Proposer to state the number of hours provided.
6. Training for the 'trainers'. Proposer to state the number of training hours provided (include maximum number of students).
7. Provide training video for each training course and/or record training and provide video after completion of each training course.
8. On-going training support and various training options (on-line, CBTs, etc.). The Proposer should describe in detail the training support and service, and suggested training plan, with proposed timelines, for varying stages before, after, and during the project.

The Proposer should provide training outlines in the proposal. Upon installation, the successful Proposer will provide complete documentation and training material.

2.39.5 Project Schedule

Must include a detailed project schedule that includes all phases of the project and based on the anticipated September 8, 2017, contract award and go-live date of February 2019.

Project Schedule must be in a Microsoft Project format and editable by the City.

2.39.6 Deviations from Specifications

Any deviation from the specifications shall be identified and fully described. The right is reserved to accept or reject proposals on each item separately, or as a whole, and to waive any irregularities in the proposal; irregularities may, however, render the proposal non-responsive.

2.39.7 Contractual Terms & Conditions

Installation and Acceptance

The implementation plan and schedule submitted by the Proposer will be incorporated in the contract awarded pursuant to this RFP, and will become a standard of performance and measurement with regard to the agreement.

The City and the Proposer may agree to negotiate and revise provisions of the plan prior to executing a contract. Once accepted, the contractor understands and agrees that the performance claimed in the proposal and established by the contract shall constitute the minimum level of performance required for the acceptance of, and payment for, the proposed system. In addition, the system must successfully perform, on site, the series of tests outlined in "Performance Criteria - Software" below.

Performance Criteria - Software

All software furnished by the Proposer must be debugged and tested. Complete documentation must be provided for all software. The Proposer is advised that payment will be withheld for software that is not 100% operational. For purposes of the contract, "operational" shall be defined as meeting all the performance criteria and acceptance testing identified herein.

Acceptance Testing

The Proposer is required to develop a comprehensive test plan to be approved by the City.

Load and stress testing will be performed as part of the final acceptance testing. Performance testing criteria will consist of testing the installed software application on hardware equal to or greater than the recommended specifications provided by the Proposer. Testing of the software will include testing all application processes, functions reports and capabilities as presented in the response to this proposal. All application functionality must be 100% capable of performing as represented by the Proposer.

Performance testing will be completed by establishing performance benchmarks acceptable to and approved by the City. The City also reserves the right to obtain third-party performance and stress testing and analysis prior to acceptance.

Upon completion of system tests, application performance must be maintained throughout the warranty. If application performance is not acceptable, the warranty period must be extended by the Proposer in order to resolve the performance issues.

Implementation Services

The implementation plan and schedule submitted by the Proposer must fully detail the on and off site support services to be provided by Proposer during the installation and implementation of the LEDRMS. The cost for these services will be shown in the implementation services section of The Vendor Cost Proposal. Except as otherwise specified, The City will assume that all Proposer services required to deliver, install and configure the system, and to train system users and system administrators to a point of self-sufficiency are included in the implementation services cost item.

Proposer will agree to use best effort to secure the most economical travel and lodging expense practicable, and to abide by the provisions for per diem expenses established in the City's Travel Policies and Procedures.

Annual Maintenance

Proposer will state in Vendor Cost Proposal the cost of post warranty annual maintenance agreements and include a current copy of each agreement with the proposal. Purchase of annual maintenance agreements must be optional. Any annual maintenance agreement(s) purchased by the City must include software updates and enhancements. Mission critical components must be maintained onsite. The location from which maintenance service will be provided, and the Proposer's response time to trouble calls and outages must be acceptable to the City.

Warranty Requirements

The Proposer must warranty the system and its accessories, including system hardware and software, to perform in accordance with the specifications contained herein for a period not less than twelve (12) months from the date of system acceptance by the City. System acceptance will be based on acceptable system implementation, training, and performance as determined solely by the City.

The warranty must cover performance of the system within the specified limits of sensitivity, accuracy, including any system hardware or software supplied by the vendor. Such warranty shall be inclusive of all necessary parts, labor, and transportation.

The warranty need not include normal expendable and easily replaceable components, other than replacement of such components as are not readily available from conventional electronics sources. The warranty need not include damage due to vandalism, malicious mischief, or gross misuse of the equipment.

Payment Requirements

The Proposer must submit itemized invoices as set forth below to: Accounts Payable Section, City Hall, 300 South Adams Street, Tallahassee, Florida 32301-1731. The Proposer shall be paid for all products and services actually provided in accordance with the applicable firm, fixed prices stated in the contract. If applicable, the Proposer shall also be reimbursed for actual round trip travel and other travel expenses, subject to the applicable guaranteed not-to-exceed prices stated in the contract. The Proposer must provide receipts in support of all claimed travel expenses.

Upon delivery of all ordered system hardware and software, the Proposer will be paid forty percent (40%) of the total amount specified on the City's purchase order; thirty percent (30%) will be paid upon successful completion of system hardware and software installation; and the remaining thirty percent (30%) will be paid upon final acceptance of the system by the City.

The Proposer understands and agrees that no advance payments will be made. In addition, final payment will not be made until installation and training is fully complete per the specifications for all items ordered, including any change orders issued with regard to the project.

No payment or reimbursement other than that specifically provided for in the contract shall be made.

Performance Security/Bond

The Contractor will be required to deliver to the City a Performance and Payment bond, issued by a surety, see Attachment R, attached to this RFP, to secure the strict and faithful performance by the Contractor and its subcontractors, if any, of all the terms, covenants, and conditions of the contract and the prompt payment of amounts due all persons supplying labor, services, equipment, or material used in performance of the contract, including any and all duly authorized modifications thereof. The amount of the bond shall be equal to the total compensation payable to the Contractor CM under the contract see Attachment S, also attached to this RFP. In lieu of a Performance and Payment Bond, the CM may furnish an irrevocable letter of credit (ILC) to fulfill this obligation. The ILC shall be in a form and issued by a bank or other financial institution acceptable to the City, in its sole discretion.

A bid bond in the amount of not less than five (5) percent of the base bid be submitted with the base bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written contract with the City of Tallahassee and furnish a contract surety bond in the amount equal to one hundred percent (100%) of the contract sum for the performance of said Contract within ten (10) consecutive calendar days after written notice having been given of the award of the Contract.

SECTION 3 PROPOSAL RESPONSE REQUIREMENTS

Your response shall clearly detail how the equipment, software and services that you are proposing can best satisfy the City's requirements. The City prefers a comprehensive solution with a prime contractor legally and financially responsible for all hardware, software, integration and implementation services. The City will accept multi-vendor solutions. However, the City intends to award to only one contractor (no split awards), who will be responsible for all services offered in the proposal whether performed by the contractor's own employees or through the use of subcontractors. One (1) consolidated response with all cost items included in the cost summary shall be submitted. Further, the prime contractor shall be the sole point of contact for the City with regard to contractual matters.

The proposal shall clearly demonstrate how the hardware, software, services and support that you are proposing can best satisfy the public safety systems requirements of the Tallahassee Police Department (TPD).

3-1. A prospective Proposer's response to this RFP should include the following information at a minimum. Please note that the proposal should address the requirements in a clear and concise manner in the order stated herein.

Proposals must be tabbed as follows and must include the information/documents specified in the applicable tab. Proposals that do not adhere to the following format or include the requested information/documents may be considered incomplete and therefore unresponsive by the City.

3-2. The City reserves the right to seek additional/supplemental representation on specific issues as needed.

3-3. The Proposers shall construct their proposal in the following format and a tab must separate each section. **Do not submit BINDERS 1 and BINDERS 2 together. Place in separate sealed envelopes.**

BINDER 1 - (NO-COST) PROPOSAL
Do not include any pricing in any part of BINDER 1.

TAB 1 - EXECUTIVE SUMMARY (0 points)

Present in brief, concise terms, a summary level description of the contents of the proposal and your company and its capabilities. Give the names of the person(s) who will be authorized to make representations for the Proposer, their title(s), address(es), and telephone and fax number(s). The summary must be limited to a maximum of two pages and the signer of the proposal must declare that the proposal is in all respects fair and in good faith without collusion or fraud and that the signer of the proposal has the authority to bind the principal proponent.

TAB 2 – CAPABILITIES AND EXPERIENCE (maximum points 15)

This tab MUST also include a completed STANDARD FORM 330, Parts 1 and 2, available from THE U.S. GOVERNMENT PRINTING OFFICE, 732 N. CAPITOL STREET, NW, WASHINGTON, DC 20401 ***OR*** download from U.S. GENERAL SERVICES ADMINISTRATION website at:

http://www.gsa.gov/portal/forms/download/116486

TAB 3 – LOCAL VENDOR (maximum points 5)

The City has established a Local Business Incentive Program whereby a Local Business may qualify for a local business preference. To qualify, the prime bidder must have maintained a permanent place of business with one or more full-time employees within Leon, Wakulla, Gadsden, or Jefferson County, Florida for a minimum of six (6) months prior to the date proposals are scheduled to be received by the City of Tallahassee. To be eligible, the prime bidder must complete, sign, and submit attached Local Business Certification Application. If prime bidder is already certified as a Local Business, submit copy of your Local Business Certificate with your response to this solicitation. In addition, the local business or firm must perform at least 60% of the scope of work using employees in its local place of business.

- Effective May 9, 2012, Local Business Certified Firms located within Leon, Gadsden, Wakulla, or Jefferson Counties receive the maximum points referenced in Section 5 of this solicitation.
- Firms located outside of the above referenced counties receive "0" Points.

NOTE: Local Business Preference shall not apply to procurements or contracts which are funded, in whole or in part, by a Federal governmental entity and the laws, regulations, or policies governing such funding prohibit application of this preference.

TAB 4 – MINORITY/WOMEN BUSINESS ENTERPRISE PLAN AND CERTIFICATION (maximum points 10)

a. Present a narrative description /Plan of how the MBE goal of 12.5% fee participation will be met or exceeded during the course of this project. This Plan should explain the work scope designated for each MBE firm, the duration of and phases in which the assignments occur and how the assignments coordinate within the overall project plan. (2 Pages Maximum for Plan)

b. For each MBE firm on your team, include Attachment C (MBE Utilization Form) along with their Certification documents.

c. If there are no MBE firms on your team, complete the Determination of Good Faith Effort (Attachment D) and include in TAB 6. The MBE submission requirements are detailed in Section 6.0 of this RFP.

TAB 5 – VENDOR'S PAST EXPERIENCE, DEMONSTRATED ABILITY AND PERFORMANCE (maximum points 20)

Provide the following information pertaining to the services to be performed:

- Your understanding of the tasks required per the scope of work contained in this RFP.
- Timetable for completion of assignment.

TAB 6 – PROJECT APPROACH, APPLICATION FUNCTIONALITY, AND METHODOLOGY (maximum points 60)

This section will include reviewing Functional and Technical responses in Attachment "F" and the Proposer's methodology for executing the project scope, controlling its quality, correcting mistakes, and maintaining or advancing the schedule. Addendums, if this solicitation is amended, the City will issue an appropriate addendum to the solicitation. If an addendum is issued, all terms and conditions that are not specifically modified shall remain unchanged.

Proposers shall acknowledge receipt of each addendum to this solicitation using one of the following methods:

- By signing and returning the addendum;
- By signed letter;
- By signed facsimile (subject to the conditions specified in the provision entitled "FACSIMILE DOCUMENTS".)

The City must receive the acknowledgment by the time and date, and at the location specified for receipt of proposals.

BINDER 2 - FEE PROPOSAL (10 Points)

In a **separate**, sealed envelope, provide an **ORIGINAL, so identified and Six (6) complete copies** of your proposed fee for services defined herein for the term of the contract. The fee shall include all travel, equipment, and any other related expenses.

3-4. Proposals shall be Submitted as follows:

3.4.1 All proposals must be delivered to the City of Tallahassee at the address below no later than **4:30 P.M. ET on July 18, 2017**. Late proposals will be rejected. Failure to comply with this, or any other paragraph of the Request for Proposals, shall be sufficient reason for rejection of the proposal.

In a SEALED ENVELOPE (or other packaging), provide ONE (1) signed ORIGINAL HARD COPY (SO IDENTIFIED) and SIX (6) COMPLETE AND IN ELECTRONIC FORMAT COPIES (FLASH DRIVE OR COMPACT DISC (CD) IN MICROSOFT WORD 10.0 OR HIGHER, OR ADOBE ACROBAT of the Proposal which is to be saved and submitted in the same format as described herein. The Department expects all to be in this format. Failure of the Respondent to follow this outline may result in the rejection of the Proposals, or result in a lower evaluation score.

Automated Police Records Management System (LEDRMS)
Written Proposal
Do Not open Until after 4:30 P.M. ET, July 18, 2017
Request for Proposal No. RFP 0029-R17-KM-RC

Please mark **ONE (1) signed ORIGINAL HARD COPY (SO IDENTIFIED) and SIX (6) COMPLETE AND IN ELECTRONIC FORMAT COPIES (FLASH DRIVE OR COMPACT DISC (CD) IN MICROSOFT WORD 10.0 OR HIGHER, OR ADOBE ACROBAT** copies of the cost proposal envelope(s) as follows:

Automated Police Records Management System (LEDRMS)
Cost Proposal
Do not open Until Qualified.
Request for Proposal No. RFP 0029-R17-KM-RC
Please address the mailing envelope(s) as follows:
City of Tallahassee
Procurement Services Division
City Hall, 300 South Adams Street
Tallahassee, FL 32301

3.4.2 The front of each proposal envelope/container shall contain the following information for proper identification:

- the name and address of the Proposer
- the word "Proposal" and the RFP number
- the time/date specified for receipt of proposals
- the number of each envelope/container submitted **(i.e. "1 of 3, "2 of 3", "3 of 3")**

3.4.3 **ALL PROPOSALS MUST BE RECORDED (CLOCKED-IN) IN THE PURCHASING DIVISION ON OR BEFORE THE TIME AND DATE INDICATED ON THE RFP DOCUMENT.** The responsibility for submitting the proposal to the Procurement Services Division on or before the above stated time and date is solely that of the Proposer. The City of Tallahassee will in no way be responsible for delays in mail delivery or delays caused by any other occurrence. **LATE PROPOSALS WILL NOT BE ACCEPTED.**

3.4.4 All proposals must be in writing. Non-responsive proposals may not be considered. The signer of the proposal must declare that the proposal is in all respects fair and in good faith without collusion or fraud and that the signer of the proposal has the authority to bind the principal Proposer.

3.4.5 The City shall not be liable for any costs incurred by a Proposer prior to entering into a contract. Therefore, all Proposers are encouraged to provide a simple, straightforward, and concise description of their ability to meet the project requirements.

SECTION 4 SCHEDULE

The proposed time schedule as related to this procurement is as follows:

Release of RFP ..... June 7, 2017

Clarification questions for Pre-Proposal Conference ..... 3PM June 14, 2017

Non-Mandatory Pre-Proposal Conference ..... 2PM June 15, 2017

Deadline for clarification questions ..... 4:30PM June 20, 2017

Responded to via addendum if necessary on or about ..... June, 26, 2017

Deadline for submission of proposal ..... 4:30PM July 18, 2017

Shortlist of Vendor Firms ..... July 2017

Finalist Presentations ..... August 16, 2017

Anticipated Selection ..... August 23, 2017

Anticipated Contract Award ..... September 15, 2017

Anticipated Go-Live Date ..... February 2019

SECTION 5 EVALUATIONS OF PROPOSALS

5-1. Evaluation Criteria: The City shall evaluate and rank responsive proposals and score them using the following criteria:

5.1.1 Scoring Criteria Table

CRITERIA	MAX SCORE	FACTOR	TECHNICAL SCORE MAXIMUM POINTS
TECHNICAL PROPOSAL	(whole # only)		
Executive Summary	0	0	0
Capabilities and Experience	5	3	15
Local Vendor	5	1	5
Minority/Women Business Enterprise Plan and Certification	5	2	10
Vendor's Past Experience, Demonstrated Ability and Performance	5	4	20
Project Approach, Application Functionality, and Methodology	5	12	60
COST/PRICE PROPOSAL			
Cost to the City	5	2	10
Maximum Points Allowed			**120**

5.1.2 Technical Scoring Scale Table

Score	Basic Description	Full Description
0	No Response / Not Addressed or Vaguely Addressed	Answer is No to RFP requirements; this element of the evaluation criteria was **not addressed or vaguely addressed.**
1	Poor/Below Expectations / Unsatisfactory	The proposal is inadequate in most basic requirements, specifications or provisions of the criteria element; respondent's information for this element of the evaluation criteria was **unsatisfactory.**
2	Below Average / Meets Some Expectations	The proposal meets many of the basic requirements, specifications or provisions of the criteria element; respondent's information for this element of the evaluation criteria is **below average.**

3	Average / Meets Most Expectations	The proposal adequately meets the minimum requirements, specifications or provisions of the criteria element; respondent's information for this element of the evaluation criteria is **average.**
4	Above Average / Meets All Expectations	The proposal more than adequately meets the minimum requirements, specifications or provisions of the criteria element; respondent's information for this element of the evaluation criteria is **above average.**
5	Excellent / Exceeds Expectations	The proposal exceeds minimum requirements, specifications or provision in most aspects of the criteria element; respondent's information for this element of the evaluation criteria is **Excellent.**

5-2. Technical Score: Evaluators will independently review each proposal and award points based on a zero (0) to five (5) point scale for the established criteria. This score will be multiplied by the designated factor to receive a point score for these criteria. The sum of the Evaluator's scores for each criterion will be divided by the number of evaluators to provide an overall Technical point score for each criteria and Proposer respectively. The fractional value of points to be assigned will be rounded to one decimal place.

5-3. Cost/Price Proposal Score: Price analysis is conducted through the comparison of Price Proposals submitted. The maximum points will be awarded to the lowest responsive Price Proposal. Proposals with higher costs will receive the fraction of the maximum points proportional to the ratio of the lowest Price Proposal to the higher Price Proposal. The fractional value of points to be assigned will be rounded to one decimal place.

The criteria for price evaluation shall be based upon the following formula:

(Low Price/Proposer's Price) x Price Points = Proposer's Awarded Cost/Price Points

5-4. Overall Score and Ranking: The Proposer's Technical point score plus the Cost/Price points equals the Proposer's Total Proposal score. Proposers will be ranked numerically 1, 2, 3, etc. from highest point score to the lowest point score.

As part of the evaluation process, shortlisted Proposer's shall be required to make oral presentations.

SECTION 6 MINORITY BUSINESS PARTICIPATION

MBE participation shall be a selection criterion in the RFP evaluation /scoring process.

6-1. It is the goal of this Project to have a minimum 12.5% MBE participation. The Consultant shall include an MBE Participation Plan within the RFP response. Key elements of the plan will include:

6.1.1 An explanation / narrative of how the goal of 12.5% MBE participation shall be met for this contract.
6.1.2 List of the locally certified MBE firms that will be utilized on this contract including the services they are to provide.
6.1.3 The methodology for monitoring the MBE participation on a continuing basis.
6.1.4 If no suitable MBE participation can be found, the Proposer must demonstrate a Good Faith Effort was made to identify a suitable MBE and Attachment D will need to be included in the RFP Response.

6-2. Good Faith

Failure to submit the MBE Plan and/or Good Faith documentation shall result in the proposal being deemed as non-responsive to the MBE portion of the proposal specifications. If MBE participation is not available or will not be used for this contract, it must be documented and justified on the Good Faith Effort form.

6-3. As part of the RFP Evaluation process, a total of 10 points may be awarded for MBE participation: 5 points for the MBE plan and 5 points for utilizing a certified MBE firm(s). The City's MBE Office will evaluate the MBE plans. Failure to submit a plan will result in the Statement of Qualifications (SOQ) not receiving the 5 points toward the evaluation score.

OR FOR FAST TRACK PROJECTS

As part of the RFP Evaluation process, a total of 15 points may be awarded for MBE participation: 7.5 points for the MBE plan and 7.5 points for utilizing a certified MBE firm(s). The City's MBE Office will evaluate the MBE plans. Failure to submit a plan will result in the SOQ not receiving the 5 points toward the evaluation score.

Attachment C must be submitted for each MBE firm proposed, as supporting documentation to the MBE Certification. NOTE: When submitting the MBE Utilization Form, **ensure** all proposed MBE vendors are certified through the City of Tallahassee or Leon County and are located in the "Local Market Area" of Leon, Wakulla, Gadsden or Jefferson counties. No other certification is acceptable. **An MBE vendor will not be considered in** the MBE goal of 12.5% if that vendor is not certified by the City of Tallahassee or by Leon County at the time of receipt of the Qualification Statement.

6-4. An MBE directory is available from the City of Tallahassee website at http://www.talgov.com/economic/pdfs/directory.pdf or Leon County's website at http://www.leoncountyfl.gov/mbe. Information found at these websites may not be up-to-date.

6-5. Should you have any MBE related questions, including Good Faith Efforts criteria, please contact LaTanya Raffington of the Tallahassee-Leon County Office of Economic Vitality Minority Women Small Business Enterprise (MWSBE) Division at (850) 300-7566.

SECTION 7 CONTRACT AWARD

7-1. The City reserves the right to incorporate the successful firm's proposal into a contract. Failure of a firm to accept this obligation may result in the cancellation of any award.

a. The City may cancel this contract due to default. Contractors and their subcontractors employees' performance, non-performance, service, conduct, actions and/or administrative contract support may result in disciplinary action to include, but not be limited to warning letters, remediation period, notice or breach, notice of default, suspension, up to immediate cancellation of the contract.

b. The City also reserves the right to cancel this contract without cause by giving the Contractor thirty (30) days written notice.

7-2. Contractual Obligations

The City will require of the selected Proposer certain contractual obligations. These may include but are not limited to the following:

a. Inclusion of Proposal – The proposal submitted in response to this RFP will be required to be included as part of the final contract with the selected Proposer.

b. Accountability – The Proposer will be required to submit monthly status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken.

c. Project Status Meetings – The Proposer shall attend project status meetings at least once per month during the course of the entire implementation period or scope of the project.

d. Acceptance and Payment Terms – A Conditional Acceptance Period shall commence once the system is fully operational and relied upon by the City. A Conditional Acceptance Period shall be a sixty (60) calendar day testing period with the City responsible for control of the system. If the proposed system does not successfully complete the Conditional Acceptance Period, the City may require the Proposer to replace the non-performing system or terminate the contract and return all monies remitted.

Payments for the proposed system shall be based on defined deliverables such as installation and training. No payments will be made in advance of work performed. Not less than the remaining balance of thirty percent (30%) of the total purchase price shall be due upon final acceptance of the proposed system by the City.

e. Training – The City and the Proposer will develop a mutually agreeable training schedule. Training will be conducted at the City and consist of both operational and administrative information.

Hardware and data communications systems, as applicable, shall include configuration, backup and recovery training, standards for system management and general operations training for City personnel.

Application software training shall be provided by the Proposer. Each program shall be demonstrated step-by-step, practicing each menu, each screen, and each entry as well as explaining how to use the written documentation and any on-line documentation.

f. Software Defects – The Proposer shall properly correct all software defects for which the Proposer is responsible, within a time period agreed upon by City and Proposer.

g. Warranty – The Proposer shall provide a minimum of a one (1) year warranty from the date of the acceptance by the City, during which time the system will be free of defects in material and workmanship. Warranty shall include labor, materials, freight, and equipment loaner provisions.

h. Costs – All costs shall be stated as "not to exceed" amounts. All costs must be detailed specifically in the Proposer cost summary section of the proposal; no additional charges (e.g., for sales tax, transportation, installation, training, out-of-pocket expenses, etc.) will be allowed unless so specified in the proposal. Costs should be unbundled and separately listed for each application.

i. Other – The City desires to obtain in a final contract such items as hardware performance guarantees for maximum system responses times, capacity guarantees, rights to source code and system acceptance criteria. Specific guarantees required are identified throughout the functional requirements of the proposal. The selected Proposer should be prepared to negotiate the inclusion of such items within the scope of services and pricing.

j. Selection – The final award of a contract is subject to approval by the City Commission.

7-3. The selected firm will be required to assume responsibility for all services offered in the proposal. The City will consider the selected firm to be the sole point of contact with regard to contractual matters, including payment of any or all charges.

7-4. A copy of the recommended ranking and award will be available for review in the Purchasing Division upon completion of the evaluation by the committee. Vendors may obtain a copy of the final ranking from the City's web site at http://talgov.com/citytlh/service.html. Select Business Services, Bid Information.

SECTION 8 RIGHT OF REJECTION

The City of Tallahassee reserves the right to waive any informality in any proposal, to reject any or all proposals in whole or in part, with or without cause, and/or to accept the proposal that in its judgment will be in the best interest of the City of Tallahassee and its citizens.

SECTION 9 REQUESTS FOR CLARIFICATIONS, INTERPRETATIONS & ASSISTANCE

All questions concerning this Request for Proposals must be directed through:

KEITH MILTON, PURCHASING/CONTRACTS SPECIALIST
TELEPHONE: (850) 891-8289 OR (850) 891-8280 (Central Desk)
E-MAIL: keith.milton@talgov.com
FACSIMILE: (850) 891-0967
PROCUREMENT SERVICES DIVISION, CITY HALL
300 SOUTH ADAMS STREET, TALLAHASSEE, FL 32301-1731

All telephone conversations are to be considered unofficial responses and will not be binding. Questions, verifying the Request for Proposals' content, if appropriate, will be responded to in writing. The written response will be the City's official response and will be mailed to all Proposers that requested the Request for Proposals.

Specific written questions concerning this Request for Proposals should be submitted no later than 3:00 PM, Wednesday, June 14, 2017, prior to the Non-Mandatory Pre-Proposal Conference to the Keith Milton via email at keith.milton@talgov.com Questions not submitted in advance of the Pre-Proposal conference may be asked at the designated time of the Pre-Proposal Conference, but may or may not be answered. However, questions can be submitted, via e-mail, no later than 4:30 PM, June 20, 2017. Clarifications to vendor questions may be responded to via addendum on or before June 26, 2017, if deemed necessary by the City.

The Non-Mandatory Pre-Proposal Conference will be held on June 15, 2017 at 2:00PM at the following location or you can join the Pre-Proposal Video/Conference using GoToMeeting:

City Hall – Tallahassee Conference Room (2nd floor)
301 South Adams Street
Tallahassee, Florida 32301

If you plan to attend the Pre-Proposal conference using GoToMeeting, please email Keith Milton (keith.milton@talgov.com) your contact information by 3:00 PM, Wednesday, June 14, 2017. Include in the subject line, RFP 0029R-17-KM-RC Pre-Proposal Conference GoToMeeting Attendee.

SECTION 10 GENERAL TERMS AND CONDITIONS

10-1. Equal Opportunity Agreement

10.1.1 In connection with work performed under a City of Tallahassee contract, the Proposer agrees, upon receipt of a written award or acceptance of a contract, to support and abide by the City's Equal Opportunity Pledge.

10.1.2 By submitting a proposal in response to this solicitation, the Proposer agrees to:
(a) Not discriminate against any employee or job applicant because of their race, creed, color, sex, marital status or national origin;
(b) Post a copy of this pledge in a conspicuous place, available to all employees and job applicants.

10.1.3 Place or cause to be placed a statement in all solicitations or advertisement for job applicants, including subcontracts, that the Proposer is an "Equal Opportunity Employer".

10-2. Public Entity Crimes

As required by Florida State Statute 287.133, (2 (a), A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or a public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Any person must notify the City within 30 days after a conviction of a public entity crime applicable to that person or to an affiliate of that person.

10-3. Indemnification

The consultant shall indemnify and save harmless the City, its officials and employees, from all losses, damages, costs, expenses, liability, claims, actions, and judgments of any kind whatsoever brought or asserted against, or incurred by, the City, including without limitation attorney's fees and costs of litigation, to the extent that the same arise out of or are caused by any act or omission of the consultant, its subconsultants or subcontractors, or by the employees, officers, directors, or agents of the consultant, or its subcontractors.

10-4. Issuance of Addenda

10.4.1 If this solicitation is amended, the City will issue an appropriate addendum to the solicitation. If an addendum is issued, all terms and conditions that are not specifically modified shall remain unchanged.

10.4.2 Proposers shall acknowledge receipt of each addendum to this solicitation using one of the following methods:

- By signing and returning the addendum;
- By signed letter;
- By signed facsimile (subject to the conditions specified in the provision entitled "FACSIMILE DOCUMENTS".)

10.4.3 The City must receive the acknowledgment by the time and date, and at the location specified for receipt of proposals.

10-5. Payment

10.5.1 Prompt Pay Policy

It is the policy of the City of Tallahassee to fully implement the provisions of the State of Florida Prompt Payment Act. For more information, please refer to Florida State Statute 218.7.

10.5.2 Withholding Payment

In the event a contract is canceled under any provision herein, the City of Tallahassee may withhold from the Contractor any monies owed on that or any contract, an amount sufficient to compensate for damages suffered because of the violation resulting in cancellation.

10-6. Insurance Requirements

Prior to commencing work, the Consultant shall procure and maintain at the Consultant's own cost and expense for the duration of the agreement the following insurance against claims for injuries to person or damages to property which may arise, from or in connection with, the performance of the work or services hereunder by the Consultant, his agents, representatives, employees or Subcontractors. The cost of such insurance shall be included in Consultant's proposal.

10.6.1 Consultant shall maintain limits no less than:

Commercial General/Umbrella Liability Insurance

$1,000,000 limit per occurrence for property damage and bodily injury. The service provider should indicate in its proposal whether the coverage is provided on a claims-made or preferably on an occurrence basis. The insurance shall include coverage for the following:

- Premise/Operations,
- Explosion, Collapse and Underground Property Damage Hazard (only when applicable to the project),
- Products/Completed Operations,
- Contractual,
- Independent Contractors,
- Broad Form Property Damage and
- Personal Injury.

Business Automobile/Umbrella Liability Insurance
$1,000,000 limit per accident for property damage and personal injury.

- Owned/Leased Autos,
- Non-owned Autos and
- Hired Autos.

Workers' Compensation and Employers'/Umbrella Liability Insurance
Workers' Compensation coverage with benefits and monetary limits as set forth in Chapter 440, Florida Statutes. This policy shall include Employers'/Umbrella Liability coverage for $1,000,000 per accident. Workers' Compensation coverage is required as a condition of performing work or services for the City whether or not the Contractor or Vendor is otherwise required by law to provide such coverage.

Professional Liability Insurance
$1,000,000 or as per project (ultimate loss value per occurrence).

10.6.2 Other Insurance Provisions

10.6.2.1 **Commercial General Liability and Automobile Liability Coverages**
The City of Tallahassee, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor or premises on which Contractor is performing services on behalf of the City. The coverage shall contain no special limitations on the scope of protection afforded to the City of Tallahassee, members of the City Commission, boards, commissions and committees, officers, agents, employees and volunteers.

- The Contractor's insurance coverage shall be primary insurance as respects the City of Tallahassee, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the City of Tallahassee, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City of Tallahassee, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers.
- Coverage shall state that Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

10.6.2.2 **Workers' Compensation and Employers' Liability and Property Coverages**

The insurer shall agree to waive all rights of subrogation against the City of Tallahassee, member of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of Contractor in the performance of services under this Agreement.

10.6.2.3 **All Coverages**

- Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City.
- If Contractor, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. The City, at its sole option, may terminate this Agreement and obtain damages from the Contractor resulting from said breach.
- Alternatively, the City may purchase such required insurance coverage (but has no special obligation to do so), and without further notice to the Contractor, the City may deduct from sums due to the Contractor any premium costs advanced by the City for such insurance.
- The City named as "additional insured" as its interest may appear.

10.6.2.4 **Deductibles and Self-Insured Retention's**

Any deductibles or self-insured retention's must be declared to and approved by the City. At the option of the City, the insurer shall reduce or eliminate such deductibles or self-insured retention's as respects the City of Tallahassee, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses, related investigation, claim administration and defense expenses.

10.6.2.5 **Acceptability of Insurers**

Insurance is to be placed with Florida admitted insurers rated B+X or better by A.M. Best's rating service.

10.6.2.6 **Verification of Coverage**

Contractor shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City before work commences.

10.6.2.7 **Subcontractors**

Contractor shall include each of its subcontractors as insureds under the policies of insurance required herein.

10-7. Access to Meetings

Persons with disabilities requiring reasonable accommodations to attend meetings, please call **KEITH MILTON, PROCUREMENT SERVICES DIVISION, PHONE: (850) 891-8289, or through FRS TDD at 771** at least forty-eight (48) hours in advance (excluding weekends and holidays). Public notice of all Selection Committee meetings will be posted in the Procurement Services Division, City Hall, 300 S. Adams Street, Tallahassee, Florida as far in advance of the meeting as possible.

10-8. Confidentiality

10.8.1 By submitting a proposal in response to this solicitation, a Proposer acknowledges that the City is a governmental entity subject to the Florida Public Records Law (Chapter 119, Florida Statutes). The Proposer further acknowledges that any materials or documents provided to the City may be "public records" and, as such, may be subject to disclosure to, and copying by, the public unless otherwise specifically exempt by statute. Should a Proposer provide the City with any materials which it believes, in good faith, contain information which would be exempt from disclosure or copying under Florida law, the Proposer shall indicate that belief by typing or printing, in bold letters, the phrase "Proprietary Information" on the face of each affected page of such material. The Proposer shall submit to the City both a complete copy of such material and a redacted copy in which the exempt information on each affected page, and only such exempt information, has been rendered unreadable. In the event a Proposer fails to submit both copies of such material, the copy submitted will be deemed a public record subject to disclosure and copying regardless of any annotations to the contrary on the face of such document or any page(s) thereof.

10.8.2 Should any person request to examine or copy any material so designated, and provided the affected Proposer has otherwise fully complied with this provision, the City, in reliance on the representations of the Proposer, will produce for that person only the redacted version of the affected material. If the person requests to examine or copy the complete version of the affected material, the City shall notify the Proposer of that request, and the Proposer shall reply to such notification, in a writing that must be received by the City no later than 4:00 p.m., ET, of the second City business day following Proposer's receipt of such notification, either permitting or refusing to permit such disclosure or copying. Failure to provide a timely written reply shall be deemed consent to disclosure and copying of the complete copy of such material. If the Proposer refuses to permit disclosure or copying, the Proposer agrees to, and shall, hold harmless and indemnify the City for all expenses, costs, damages, and penalties of any kind whatsoever which may be incurred by the City, or assessed or awarded against the City, in regard to the City's refusal to permit disclosure or copying of such material. If litigation is filed in relation to such request and the Proposer is not initially named as a party, the

Proposer shall promptly seek to intervene as a defendant in such litigation to defend its claim regarding the confidentiality of such material. This provision shall take precedence over any provisions or conditions of any proposal submitted by a Proposer in response to the RFP and shall constitute the City's sole obligation with regard to maintaining confidentiality of any document, material, or information submitted to the City.

10-9. Grievance Procedure

a) **Right to Protest**. Any prospective Bidder, or Proposer may protest the provisions of a Request for Bids (RFB) or Request for Proposals (RFP).

i. Protest of Specifications or Proceedings Prior to Bid Opening
Any actual or prospective bidder, or contractor, who is aggrieved in connection with the solicitation of a contract or bid, may protest on the grounds or irregularities in specifications or bid procedure.

ii. Protest of Recommended Award
Any actual Bidder or Proposer, who is aggrieved in connection with the evaluation of bids, the evaluation of proposals, or the staff recommendation regarding award of a contract, provided that such Bidder or Proposer would have been awarded the contract but for the aggrieved action, may protest such evaluation or award recommendation.

b) **Filing a Protest**. A written protest shall be considered filed, for purposes of this procedure when all related items are actually delivered to and received by the Procurement Services Division. All protest shall be directed to the attention of the Manager for Procurement Services.

i. For protest related to the specifications or proceeding of an RFB or RFP, a formal written protest must be filed no later than 72 hours (excluding weekends and holidays) prior to the scheduled bid opening date. Failure to timely file the written protest, including the required protest bond/cashier's check, shall constitute a waiver of such protest.

ii. For protest related to the evaluation of bids, evaluation of proposals, or staff recommendation regarding award of a contract, a written notice of intent to protest must be filed with Procurement Services within 72 hours (excludes weekends and holidays) after posting of the intended recommendation regarding award, and a written protest, must be filed with the Procurement Services Division no later than 5:00 p.m., ET, on the seventh (7th) calendar day following the date on which the written notice of intent to protest was filed. A weekend commences at 12:00 a.m., ET, on Saturday and ends at the same time on the following Monday. A holiday begins at 12:00 a.m., ET, on the observed holiday and ends at the same time on the following day. Such written protest shall state, with particularity the facts and grounds upon which the protest is based, and shall include references to applicable laws, statutes, ordinances, policies, or other authority on which the protest is based. Failure to timely file either the notice of intent or the written protest including the protest bond/cashier's check, shall constitute a waiver of such protest.

c) Protest Bond. Any person, who files a formal written protest, shall post with the Procurement Services Division, at the time of filing the formal written protest, a cashier's check or bond payable to the City of Tallahassee in an amount equal to 1 percent of the City's estimate of the total volume of the contract or $5,000, whichever is less.

d) Final Decision. The City Attorney or designee shall consider each protest and shall render a final determination. If the decision of the City Attorney or designee upholds the action taken by the City, then the City shall retain the amount in payment of a portion of the cost and expense, including but not limited to, time spent by City staff in responding to the protest and in conducting the evaluation of the protest. If the decision of the City Attorney or designee does not uphold the action taken by the City, then the City shall return that amount, without deduction, to the person or entity filing the protest.

e) Stay of Procurement During Bid Protest
In the event protest is filed in accordance with the bid protest procedures herein, Procurement Services shall not proceed further with the solicitation or award of the contract until the City Attorney or designee has rendered a written decision regarding the protest or until the City Manager or designee makes a written determination that continuation of the process and award of a contract without delay is necessary to protect the substantial interest of the City.

10-10. Prohibited Communications

As provided for in the City of Tallahassee Code of Ordinances, Number 11-O-03AA, subsection 2-357, any form of communication, other than written correspondence, shall be prohibited between any person or representative of any firm seeking an award of this solicitation and any City Commissioner or Commissioner's staff, or any city employee authorized to act on behalf of the City Commission. Prohibited communications shall be in effect from the date/time submittals are due for this solicitation until the City Commission or authorized designee awards or approves a contract, rejects all responses, or otherwise takes action which ends the solicitation process.

ATTACHMENTS

ATTACHMENT A
CITY OF TALLAHASSEE
VOLUME OF WORK

1. PROJECT TITLE (As Advertised) _____

2. FIRM NAME_____ FLA. CORP. REGISTRATION NO. _____

3. ADDRESS (Assigned Project Office) _____

4. VOLUME OF CITY OF TALLAHASSEE WORK _____

FEE CONSIDERED	TOTAL FEE		PORTION OF
Current and Last Year (Oct 1 - Sept 30)	$ _____	x .8 =	$_____
Second Year Past	$ _____	x .6 =	$_____
Third Year Past	$ _____	x .4 =	$_____
	TOTAL		$_____

_____ _____ _____

Signature Date

ATTACHMENT B
REPRESENTATIONS/CERTIFICATIONS

TAXPAYER IDENTIFICATION

Bidder must complete Federal Form W-9 and submit it with their bid. The form may be downloaded from the Internal Revenue web site at www.irs.gov.

OFFICIAL COMPANY INFORMATION AS REGISTERED (Type/Print)

COMPANY NAME: _____

MAIL ADDRESS: _____

_____
(City) (State) (Zip Code+4)

TELEPHONE NO: VOICE: (____) _____, EXTENSION: _____
(Toll-Free Preferred) OTHER: (____) _____; FAX: (____) _____

EMAIL ADDRESS: _____

WEBSITE URL: _____

COMPANY CONTACT FOR CONTRACT MANAGEMENT (Type/Print)

PERSON NAME: _____

TELEPHONE NO: VOICE: (____) _____, EXTENSION: _____
(Toll-Free Preferred) OTHER: (____) _____; FAX: (____) _____

EMAIL ADDRESS: _____

PAYMENT REMITTANCE ADDRESS (Type/Print) (if same as 2.8, enter "SAME 2.8")

NAME: _____

MAIL ADDRESS: _____

_____
(City) (State) (Zip Code+4)

TELEPHONE NO: VOICE: (____) _____, EXTENSION: _____
(Toll-Free Preferred) OTHER: (____) _____; FAX: (____) _____

EMAIL ADDRESS: _____

CONTACT FOR INVOICE INQUIRIES

NAME: _____

TELEPHONE NO: VOICE: (____) _____, EXTENSION: _____
(Toll-Free Preferred) OTHER: (____) _____; FAX: (____) _____

EMAIL ADDRESS: _____

WHERE TO SEND PURCHASE ORDER (IF APPLICABLE)

COMPANY NAME: _____

MAIL ADDRESS: _____

_____
(City) (State) (Zip Code+4)

CITY OF TALLAHASSEE

ATTACHMENT C
MBE UTILIZATION FORM

_____

Respondent:_____ _____ _____

Address:_____

Phone:_____-_____- _____ RFP Number _____

RFP Name: _____

MBE SUB CONTRACTORS INTENDED TO BE UTILIZED ON THE PROJECT

Name of MBE Sub-Contractor/Supplier:_____

Address:_____

Phone: _____-_____- _____ Is the sub-contractor a certified MBE? ____ Yes _____ No

If yes, please provide a copy of your certification letter or certificate.

Dollar amount of contract with sub-contractor/supplier: _____%

Percentage amount of contract with sub-contractor/supplier: _____%

Description of scope of work performed under agreement with the sub-contractor for amount indicated above:

_____

_____

_____

_____

PLEASE SUBMIT A SEPARATE FORM FOR EACH SUB-CONTRACTOR/SUPPLIER.

ATTACHMENT D
STATEMENT OF GOOD FAITH EFFORTS
MBE Professional Service Projects

PROPOSER:_____

DATE: _____

This form is to be completed if Proposer fails to achieve the MBE goals established for this project. The Proposer is allowed to use an alternate method that demonstrates the good faith efforts made to meet the goals established as long as all of the requested information is included. Failure to include all requested information may result in the proposal being determined as non-responsive to the MBE goals.

The following list is not intended to be exclusive or exhaustive and the City will look not only at the different kinds of efforts the Proposer has made, but also the quality, quantity, intensity and timeliness of those efforts; it is the responsibility of the Proposer to exercise good faith efforts. Any act or omission by the City shall not relieve the Proposer of this responsibility.

Criteria listed below are consistent with the intent of Section 16.5.9 of the City's Administrative Policies & Procedures Manual, as amended. A response is required to address each cited paragraph. Additional pages may be added as necessary.

1. **Attendance at Pre-Proposal conference, if held:**

   _____Yes _____No _____Not Held

2. **Whether and when the Proposer provided written notice to certified MBE's listed in the City of Tallahassee MBE and/or Leon County Government Program directories that perform the type of work to be subcontracted and advising the MBE's of the specific work the Proposer intends to subcontract; that their interest in the contract is being solicited; and how to obtain information for the review and inspection of contract plans and specifications.**

   All letters from Proposers to prospective MBE subcontractors should be post marked a minimum of 12 calendar days or faxed recorded 7 days prior to proposal opening.

   A. Provide complete list of all MBE's solicited.

   B. Provide DATE letters were mailed (MBE's will be canvassed as to who sent them letters and what date they were received.) Provide a copy of solicitation and all other letters sent to MBE's. Recommended information in your solicitation letter can include, but not limited to, the following:

   - **Project specific information.**
   - **Your willingness to assist with supply purchases.**
   - **Bonding requirements of your firm.**
   - **Any assistance your firm will be giving regarding bonding requirements, lines of credit and insurance requirements.**
   - **Availability of specifications and plans through your office.**
   - **Best time to reach you by phone (MBE firms will be canvassed regarding your responsiveness to their calls and project information they received from your firm.)**
   - **Proposal opening date and all addendum information.**
   - **Your requirements/time frames/payment schedules.**

3. Whether the Proposer selected feasible portions of work to be performed by MBE's, including, where appropriate, breaking contracts or combining elements of work into feasible units. The ability of the Proposer to perform the work with its own work force will not in itself excuse a contractor from making positive efforts to meet the established goals.

If appropriate, detail any subcontracting category that you have broken down to assist MBE firms and list firms that have been made aware of this reduced scope.

Subcontracting Category	MBE Firm

4. Whether the proposer considered all quotations received from MBE's and for those quotations not accepted, the Proposer should provide an explanation of why the MBE will not be used during the course of the contract. Receipt of lower quotation from non-MBE will not in itself excuse a Proposer's failure to meet project goals.

List all MBE firms who quoted this project; the amount quoted, and the successful subcontractor (if not the MBE firm) and their quote:

Name of Subcontractors MBE	MBE's Quote	Name of non-MBE Subcontractor Chosen	Quote

5. Whether the Proposer provided interested MBE's assistance in reviewing the contract plans and specifications.

Name the MBE firms provided assistance and describe how your firm provided such assistance.

_____

_____

_____

_____

_____

6. **Whether the Proposer assisted interested MBE firms in obtaining required bonding, lines of credit or insurance if such assistance was necessary.**

If the project was above $200,000 or exempt from the City of Tallahassee's Bond Waiver Program, name the MBE's assisted and describe the assistance provided.

_____

_____

_____

7. **Indicate whether the Proposer has utilized MBE subcontractors on City, or other local, contracts within the past six months.**

Project Name	MBE Firms Used	Dollar Value

8. **Whether the Proposer advertised in general circulation, trade association, and/or minority/women - focus media concerning the subcontracting opportunities.**

List which papers carried your ad and attach a copy of the ad.

_____

_____

_____

_____

9. **Written documentation that the Proposer contacted the City of Tallahassee's MBE Office, other local M/WBE Offices or, if applicable, Federal MBE/DBE Offices, for guidance and assistance if having difficulty obtaining minority participation and unable to identify portions of work that can be feasibly broken down.**

List minority/women organizations contacted.
(A minimum of three organizations must be contacted.)

Organization	Person Contacted	Date Contacted

10. **Describe any additional efforts or circumstances, which may assist the City in determining your Good Faith Efforts.**

_____

_____

_____

_____

_____

_____

A minimum score equal to 80% of the eligible points is required to achieve an acceptable good faith effort

CITY OF TALLAHASSEE

ATTACHMENT E

Local Vendor Affidavit

ATTACHMENT F

Functional and Technical Requirements

ATTACHMENT G

Cost Proposal Form

ATTACHMENT H

Vendor Information

ATTACHMENT I

AFIS Comparison Worksheet

ATTACHMENT J

Digital Latent Worksheet PD 250

ATTACHMENT K

Forensic Unit Request Form 167

ATTACHMENT L

Tallahassee Police Forensic Unit Inventory and Examination Worksheet PD 251

ATTACHMENT M

Latent Comparison Cover Sheet

ATTACHMENT N

Latent Processing Cover Sheet

ATTACHMENT O

Latent Print Comparison Worksheet Front PD 128A

ATTACHMENT P

Latent Worksheet BACK PD 128B

ATTACHMENT Q

Latent Print Comparison Worksheet Front Cont PD 128C

ATTACHMENT R

Performance and Payment Bond Form

ATTACHMENT S

Bid Security Form

ATTACHMENT E

Local Vendor Affidavit

Effective November 10, 2012, the City of Tallahassee's *Local Business Incentive Program* (pilot program where local businesses received 10% preference) was replaced with the original Local Preference Program under Code of Ordinances, Part II, Chapter 2, Article X, Section 2-201 through 2-203. Therefore, under the original ordinance local vendors/businesses may qualify for up to a 5% preference, dependent on the aggregate amount of the quote. To qualify, a vendor must maintain a permanent place of business with full-time employees within Leon, Wakulla, Gadsden or Jefferson County, Florida, for a minimum of six (6) months prior to the date quotes are received. Local vendor must submit this Local Vendor Affidavit with their bid/quote for the preference.

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which meets ALL below requirements:

a) Has had a fixed office or distribution point located in and having a street address within the four county area of Leon, Wakulla, Gadsden and Jefferson for at least six (6) months immediately prior to the submission of bids/quotes, to the City of Tallahassee, *and*

b) Holds any business license required by the four county area of Leon, Wakulla, Gadsden, and Jefferson (please attach copies); *and*

c) Employs at least one (1) full time employee, or two (2) part time employees whose primary residence is in the four county area of Leon, Wakulla, Gadsden, and Jefferson, or, if the business has no employees, the business shall be at least fifty percent (50%) owned by one or more persons whose primary residence is in the four county area of Leon, Wakulla, Gadsden, and Jefferson.

Please complete the following in support of the self-certification and submit copies of your County and/or City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business/Company Name:	
Current Local Address:	Phone: ( ) Fax: ( )
If the above address has been for less than six months, please provide the prior local address: Length of time at this address:	
Home Office Address:	Phone: ( ) Fax: ( )

NOTE: The purchasing agent shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a bidder meets the definition of a "local business."

Signature of Authorized Representative

Print Name of Authorized Representative

Date Signed

Attachment G
Cost Proposal Form

CITY OF TALLAHASSEE

Police Records MANAGEMENT SYSTEM

COST PROPOSAL FORM

Vendor proposes below the cost to furnish, deliver and install an PRMS complete and ready for use by City of Tallahassee in accordance with the specifications set forth herein. Unless otherwise specifically stated in the specifications or response, the total system configuration cost shall be inclusive of all hardware, software, system design and programming, and all ancillary materials and services required to put the system in operation in accordance with the intent contemplated by the City's request for proposals and Vendor's response thereto.

SOFTWARE:

Include your own software components and any applicable third party software components.

	Workstation License	Site License
Base Configuration		
List primary features/modules included in base configuration.		
Additional Software Modules:		

SOFTWARE MODIFICATIONS:

Description of Modification	Price

HARDWARE:

Description	Manufacturer / Model	Quantity	Unit Price	Extended Price

CONVERSION:

Description	Price
Conversion of data to be used for the new PRMS.	

SUPPORT AND TRAINING COSTS:

Description	Hours	Total Price
Implementation Support		
User Training		
Other Training		

TRAINING DETAIL:

Training Course Name	Number of Days	Price per Person	Price per Day	Minimum number of persons (specify)	Total

Provide the charge per hour for the following personnel:

Personnel	Hourly Rate
Project Manager(s), Supervisor(s)	
Consultants/Analyst(s)	
Conversion Specialist(s)	
Trainer(s)	
Other: (specify)	

Provide the charge per hour for the following services:

Personnel	Hourly Rate
Telephone Software Support	
Telephone Hardware Support	
On-Site Software Support	
On-Site Hardware Support	

SOFTWARE MAINTENANCE:

Include maintenance costs for your own software components and any applicable third party software components.

Software Component	Annual Maintenance Year 1	Annual Maintenance Year 2	Total

EQUIPMENT MAINTENANCE:

Equipment Component	Annual Maintenance Year 1	Annual Maintenance Year 2	Total

TRAVEL EXPENSE ESTIMATE:

Expense	Estimated Cost
Transportation	
Lodging	
Meals	
Other	
Total	

Please itemize and explain below any other costs associated with acquiring and using your system.

Description	Price

Attachment H
Vendor Information

LEGAL NAME AND ADDRESS OF COMPANY (VENDOR) (Type/Print)

COMPANY NAME: _____

MAIL ADDRESS: _____

_____
(City) (State) (Zip Code+4)

TELEPHONE NO: (Toll-Free Preferred) VOICE: (____) _____, EXTENSION: _____
OTHER: (____) _____; FAX: (____) _____

EMAIL ADDRESS: _____

CONTACT FOR CONTRACT MANAGEMENT (Type/Print)

NAME: _____

MAIL ADDRESS: _____

_____
(City) (State) (Zip Code+4)

TELEPHONE NO: (Toll-Free Preferred) VOICE: (____) _____, EXTENSION: _____
OTHER: (____) _____; FAX: (____) _____

EMAIL ADDRESS: _____

CONTACT FOR INVOICE INQUIRIES

NAME: _____

MAIL ADDRESS: _____

_____
(City) (State) (Zip Code+4)

TELEPHONE NO: (Toll-Free Preferred) VOICE: (____) _____, EXTENSION: _____
OTHER: (____) _____; FAX: (____) _____

EMAIL ADDRESS: _____

PAYMENT REMITTANCE ADDRESS (if different from Company Address)

NAME: _____

MAIL ADDRESS: _____

_____
(City) (State) (Zip Code+4)

TELEPHONE NO: (Toll-Free Preferred) VOICE: (____) _____, EXTENSION: _____
OTHER: (____) _____; FAX: (____) _____

EMAIL ADDRESS: _____

ATTACHMENT I

AFIS Comparison Cover Sheet

Case: _____

Date: _____

Assigned Forensic Specialist: _____

- ☐ (ADMIN) Assign case and log into computer
- ☐ Retrieved latents and or evidence from Property and Evidence
- ☐ Start AFIS logbook entry
- ☐ Run in AFIS
- ☐ Complete latent comparison worksheet

No Hit:

- ☐ Complete AFIS logbook entry
- ☐ Write HTE non-hit report
- ☐ Return latents and or evidence to Property and Evidence
- ☐ Complete comparison worksheet
- ☐ Complete Request form
- ☐ Log case out of computer
- ☐ (ADMIN) File pink copy, property receipt (in and out), comparison worksheet and request form by case number in report file cabinet

Hit:

Verifier: _____ **Date:** _____

- ☐ Complete AFIS logbook entry
- ☐ Return latents and or evidence to Property and Evidence
- ☐ Complete comparison worksheet
- ☐ Complete Request form
- ☐ Log case out of computer
- ☐ Make copy of latent ident with signatures (front and back), turn packet to ADMIN
- ☐ (ADMIN) Type ident report, print, and save in Ident folder in COTfile/Forensic Unit by case number

- ☐ Turn in packet for admin review, packet to include:
  - Comparison worksheet/ident worksheet
  - Completed request form
  - Copy of signed latents or evidence
  - Ten print card
  - Typed and signed ident report
  - Property receipts (in and out)

- ☐ (ADMIN) Make 2 copies of signed ident report
  - File packet by case number in report cabinet
  - Send a copy of the ident report and request form to records
  - Send a copy of the ident report and request form to the CID box

ATTACHMENT J
Digital Latent Worksheet

Case # _____ Case Type: _____ Case FS: _____

Photo By/Date: _____ Scan by/Date: _____

Evidence Valued By: _____ Date: _____ Transferred to AFIS By: _____ Date: _____

Transferred to DPS By: _____ Date: _____ Enhancements By: _____ Date: _____

Backup on DPS By: _____ Date: _____ Latent CD # _____ _____ Date: _____

Latent #	Image #	Value	By LE /Date	Calibrate	By FS/ Date	Enhancements	By FS/ Date
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							

Additional Information: _____

Item #
Description
Sketch:

FORENSIC UNIT REQUEST FORM

Requested by:_____ Phone or Ext. #:_____ Date Requested:_____

Case Number(s): _____ Offense:_____

Name of ID Tech/Officer who processed scene:_____ Time Frame or Date Needed By:_____

Victim Name (Mandatory):_____ **Victim DOB**: _____

SUSPECT INFORMATION

Date of Last Arrest:_____

Name (Last, First, Middle) and AKA if known	Race/Sex	DOB/App. Age	SPN # or SID #
1-_____	_____	_____	_____
2-_____	_____	_____	_____
3-_____	_____	_____	_____

☐ LATENT PROCESSING

Item #	Item Description	Item #	Item Description	Item #	Item Description

☐ LATENT COMPARISON

☐ LINE UP

Number of sets ___ (set includes one with and one without names) ☐ **Florida DL PictureDL #** _____

☐ PHOTOGRAPHY

Size of Photograph: CD ___ 4x6 ___ 5x7 ___ 8x10 ___ How Many of Each/Remarks _____

☐ OTHER REQUESTS OR INFORMATION

**********PLEASE DO NOT WRITE BELOW THIS LINE**********

LATENT COMPARISON RESULTS

Value

( ) There are no latent prints of value in this case. [Finger Palm Partial AFIS]

( ) All latent prints in this case have been previously identified.

( ) The latent prints in this case were not made by subject(s) #: _____

( ) The latent prints in this case were made by subject(s) #: _____

( ) This comparison is not complete and the following impressions must be obtained:

- ( ) Fingerprints not on file for subject(s) #: _____
- ( ) Fingerprints illegible for subject(s) #: _____
- ( ) Major Case Prints not on file for subject(s) #: _____
- ( ) Major Case Prints illegible for subject(s) #: _____
- ( ) Fingerprints of victim(s) are needed.
- ( ) Major Case Prints of victim(s) are needed.

Date Received: _____

TOTALS

Lineup Sets: ___ Items Processed: ___ Digital Photos (quantity & size): ___ Comparisons:_____

Forensic Specialist: _____ Date Completed: _____

TALLAHASSEE POLICE FORENSIC UNIT
INVENTORY AND EXAMINATION WORKSHEET

Case Number: _____ Received Date: ____ _____ Start Date: _____

Forensic Specialist: _____ Complete Date:_____

Lot Numbers			
CA	MBD	Ninhydrin	Other

Item #	Description	Technique					Results
		CA	MBD	Powder	Ninhydrin	Other	

ATTACHMENT M

Latent Comparison Cover Sheet

Case: _____

Date: _____

Assigned Forensic Specialist: _____

- ☐ (ADMIN) Assign case and log into computer
- ☐ (ADMIN) pull pink copy of latent property receipt to ensure latents are of value
- ☐ Retrieved latents and or evidence from Property and Evidence
- ☐ Print or pull ten print card
- ☐ Complete latent comparison worksheet

Non-Ident:

- ☐ Return latents and or evidence to Property and Evidence
- ☐ HTE report and send to FU box
- ☐ Complete Request form
- ☐ Make 2 copies of request form
- ☐ (ADMIN) Log case out of computer
- ☐ (ADMIN) File pink copy, property receipt (in and out), comparison worksheet and request form by case number in report file cabinet
- ☐ (ADMIN) Send a copy of the request form to the CID box and Records Unit

Ident:

Verifier: _____ **Date:** _____

- ☐ Complete comparison worksheet
- ☐ Complete Request form
- ☐ Make 2 copies of request form
- ☐ Make copy of latent ident with signatures (front and back), turn packet to ADMIN
- ☐ (ADMIN) Type ident report, print, and save in Ident folder in Cotfile/Forensic Unit by case number
- ☐ (ADMIN) Log case out of computer

- ☐ Turn in packet for admin review, packet to include:
  - Comparison worksheet/ident worksheet
  - Completed request form
  - Copy of signed latents or evidence
  - Ten print card
  - Typed and signed ident report
  - Property receipts (in and out)

- ☐ (ADMIN) Make 2 copies of signed ident report
  - File packet by case number in report cabinet
  - Send a copy of the ident report and request form to records
  - Send a copy of the ident report and request form to the CID box

Latent Processing Cover Sheet

Latent Processing Request

Case #	Date Assigned:	Assigned to:

- ☐ Retrieved evidence from Property and Evidence
- ☐ Property Receipt (in)
- ☐ Start processing worksheet
- ☐ Process Evidence and complete worksheet
- ☐ Return Evidence to Property and Evidence
- ☐ Property Receipt (out)
- ☐ Have latents valued (if applicable)
- ☐ HTE report completed and send to FU box
- ☐ Complete request form
- ☐ Make 2 copies of request form
- ☐ Impound any latents with value listed on property receipt
- ☐ Make packet to include:
  - Property Receipts (in and out)
  - Completed Request form and 2 copies
  - Competed latent property receipt – pink copy (if applicable)
- ☐ Turn in packet
- ☐ (ADMIN) Log case out of computer
- ☐ (ADMIN) File property receipts and request form by case # in report file cabinet
- ☐ (ADMIN) Send copy of request form to the CID box and Records

- If latents of value are developed and a suspect name is listed on the request form, the case must be re-assigned to a latent examiner.

TALLAHASSEE POLICE DEPARTMENT
LATENT PRINT COMPARISON WORKSHEET

REPORT SENT TO: _____ CASE NUMBER: _____

TYPE OF CASE: _____ VICTIM: _____

AFIS ENTERED BY: _____ DATE: _____ AFIS RESULTS: _____

SCENE/ITEMS PROCESSED BY: _____

REQUEST FOR EXAMINATION BY: _____

EXHIBIT 1 :

ITEMS RECEIVED: LATENT LIFT CARDS _____ LATENT PHOTO _____ PRINTS OF VALUE _____

PRINTS # _____ IDENT TO: _____

PRINTS # _____ NON-IDENT TO: _____

PRINTS # _____ NOT COMPARED AT THIS TIME

PRINTS # _____ NOT COMPLETED DUE TO: _____

PAWN

INKED IMPRESSION ON (PAWN SHOP NAME) _____ FLORIDA PAWNBROKER

TRANSACTION FORM # _____ BEARING THE NAME/SIGNATURE OF _____

CHECK

INKED IMPRESSION ON CHECK # _____ ON _____ BANK.

ACCOUNT # _____ MADE PAYABLE TO/ENDORSED BY _____

JUDGEMENT

COUNTY _____ CASE # _____

EXHIBIT 2: AGENCY _____ FP CARD _____ PALM PRINTS _____

NAME _____ SUBJECT (RACE/SEX/DOB) _____

OBTS# _____

EXAMINATION:

_____

_____

_____

_____

_____

_____

_____

VERIFIER NOTES: _____

DATE OF EXAMINATION: _____ EXAMINER : _____ VERIFIER: _____

Case

Standards	Standard	Levels of Detail	Value	Anatomical Source
	A	1 ☐ 2 ☐ 3 ☐	Yes ☐ No ☐	FP ☐ PP ☐
	B	1 ☐ 2 ☐ 3 ☐	Yes ☐ No ☐	FP ☐ PP ☐
	C	1 ☐ 2 ☐ 3 ☐	Yes ☐ No ☐	FP ☐ PP ☐
	D	1 ☐ 2 ☐ 3 ☐	Yes ☐ No ☐	FP ☐ PP ☐
	E	1 ☐ 2 ☐ 3 ☐	Yes ☐ No ☐	FP ☐ PP ☐

Latent #	Analysis				Comparison	Evaluation													
	Ace-V Levels	Anatomical Source:	Orientation:		Compared to		#1	#2	#3	#4	#5	Right Palm	#6	#7	#8	#9	#10	Left Palm	
	1 ☐	FP ☐	Certain	Value		Standard	RT	RI	RM	RR	RL	RP	LT	LI	LM	LR	LL	LP	Exclusion	Inconclusive
	2 ☐	PP ☐	☐	☐		☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
	3 ☐	PAR ☐	Uncertain	No Value		If Inconclusive, indicate reason:													
			☐	☐	Standard(s)	☐ Poor Quality standards						☐ Sufficient detail for comparison, but insufficent to identify							
						☐ Cannot fully exclude individual(s)						☐ Other:							

Latent #	Analysis				Comparison	Evaluation													
	Ace-V Levels	Anatomical Source:	Orientation:		Compared to		#1	#2	#3	#4	#5	Right Palm	#6	#7	#8	#9	#10	Left Palm	
	1 ☐	FP ☐	Certain	Value		Standard	RT	RI	RM	RR	RL	RP	LT	LI	LM	LR	LL	LP	Exclusion	Inconclusive
	2 ☐	PP ☐	☐	☐		☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
	3 ☐	PAR ☐	Uncertain	No Value		If Inconclusive, indicate reason:													
			☐	☐	Standard(s)	☐ Poor Quality standards						☐ Sufficient detail for comparison, but insufficent to identify							
						☐ Cannot fully exclude individual(s)						☐ Other:							

Latent #	Analysis				Comparison	Evaluation													
	Ace-V Levels	Anatomical Source:	Orientation:		Compared to		#1	#2	#3	#4	#5	Right Palm	#6	#7	#8	#9	#10	Left Palm	
	1 ☐	FP ☐	Certain	Value		Standard	RT	RI	RM	RR	RL	RP	LT	LI	LM	LR	LL	LP	Exclusion	Inconclusive
	2 ☐	PP ☐	☐	☐		☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
	3 ☐	PAR ☐	Uncertain	No Value		If Inconclusive, indicate reason:													
			☐	☐	Standard(s)	☐ Poor Quality standards						☐ Sufficient detail for comparison, but insufficent to identify							
						☐ Cannot fully exclude individual(s)						☐ Other:							

Latent #	Analysis				Comparison	Evaluation													
	Ace-V Levels	Anatomical Source:	Orientation:		Compared to		#1	#2	#3	#4	#5	Right Palm	#6	#7	#8	#9	#10	Left Palm	
	1 ☐	FP ☐	Certain	Value		Standard	RT	RI	RM	RR	RL	RP	LT	LI	LM	LR	LL	LP	Exclusion	Inconclusive
	2 ☐	PP ☐	☐	☐		☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
	3 ☐	PAR ☐	Uncertain	No Value		If Inconclusive, indicate reason:													
			☐	☐	Standard(s)	☐ Poor Quality standards						☐ Sufficient detail for comparison, but insufficent to identify							
						☐ Cannot fully exclude individual(s)						☐ Other:							

Latent #	Analysis				Comparison	Evaluation													
	Ace-V Levels	Anatomical Source:	Orientation:		Compared to		#1	#2	#3	#4	#5	Right Palm	#6	#7	#8	#9	#10	Left Palm	
	1 ☐	FP ☐	Certain	Value		Standard	RT	RI	RM	RR	RL	RP	LT	LI	LM	LR	LL	LP	Exclusion	Inconclusive
	2 ☐	PP ☐	☐	☐		☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
	3 ☐	PAR ☐	Uncertain	No Value		If Inconclusive, indicate reason:													
			☐	☐	Standard(s)	☐ Poor Quality standards						☐ Sufficient detail for comparison, but insufficent to identify							
						☐ Cannot fully exclude individual(s)						☐ Other:							

Latent #	Analysis				Comparison	Evaluation													
	Ace-V Levels	Anatomical Source:	Orientation:		Compared to		#1	#2	#3	#4	#5	Right Palm	#6	#7	#8	#9	#10	Left Palm	
	1 ☐	FP ☐	Certain	Value		Standard	RT	RI	RM	RR	RL	RP	LT	LI	LM	LR	LL	LP	Exclusion	Inconclusive
	2 ☐	PP ☐	☐	☐		☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐

	3 ☐	PAR ☐	Uncertain ☐	No Value ☐	Standard(s)	If Inconclusive, indicate reason: ☐ Poor Quality standards ☐ Sufficient detail for comparison, but insufficent to identify ☐ Cannot fully exclude individual(s) ☐ Other:

TALLAHASSEE POLICE DEPARTMENT
LATENT PRINT COMPARISON WORKSHEET

CONTINUED

CASE NUMBER: _____

EXHIBIT :	AGENCY _____	FP CARD _____	PALM PRINTS _____
	NAME _____	SUBJECT (RACE/SEX/DOB) _____	
	OBTS# _____		
EXHIBIT :	AGENCY _____	FP CARD _____	PALM PRINTS _____
	NAME _____	SUBJECT (RACE/SEX/DOB) _____	
	OBTS# _____		
EXHIBIT :	AGENCY _____	FP CARD _____	PALM PRINTS _____
	NAME _____	SUBJECT (RACE/SEX/DOB) _____	
	OBTS# _____		
EXHIBIT :	AGENCY _____	FP CARD _____	PALM PRINTS _____
	NAME _____	SUBJECT (RACE/SEX/DOB) _____	
	OBTS# _____		

EXAMINATION:

VERIFIER NOTES: _____

TALLAHASSEE POLICE DEPARTMENT
LATENT PRINT COMPARISON WORKSHEET

CONTINUED

DATE OF EXAMINATION: _____ **EXAMINER :** _____ **VERIFIER:** _____

ATTACHMENT R

PERFORMANCE AND PAYMENT BOND

Contractor:

Name:_____
Principal Business Address:

_____

_____
Telephone Number:

_____

Surety: _____

Owner: _____

Contracting Entity: _____

Contract Number: _____

Description of Project: _____

BY THIS BOND, We, the above-named Contractor and the above-named Surety, a corporation duly authorized under the laws of the State of Florida to act as surety on bonds, are held and firmly bound to the CITY OF TALLAHASSEE, a Florida municipal corporation, hereinafter called the City, in the following sum:

_____ DOLLARS

($_____),

for payment of which we bind ourselves, our personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Contractor:

1. Shall strictly and in all respects faithfully and fully perform the terms and conditions of that certain contract between the Contractor and the City described above and dated the _____ day of _____, _____, upon the terms and conditions set forth in that contract, which are made a part of this bond by

reference, at the times and in the manner prescribed in the contract as they may be amended by the Contractor and City, such contract and amendments thereto hereinafter called the Contract; and,

2. Promptly makes payments to all claimants, as defined in Section 255.01(1), Florida Statutes, supplying Contractor with labor, services, materials, or supplies in prosecution of the work provided for in the Contract; and,

3. Promptly and fully indemnifies the City as required by the Contract; and,

4. Pays to the City all losses, damages, expenses, costs, attorney's fees and costs of litigation, including appellate proceedings, that the City sustains by reason of any default by the Contractor under the Contract, including without limitation liquidated damages assessed against the Contractor, then this bond is void; otherwise it remains in full force and effect.

Any changes in, or under, the Contract; any granting of an extension of time for the performance of the Contract; any other forbearance by or on the part of the either the City or the Contractor; or any compliance or noncompliance with any formalities connected with the Contract or changes thereto shall in no way release or affect, in any way, the obligations of either the Contractor or the Surety under this bond. Notice to the Surety of any such changes, extensions, or forbearance is hereby specifically waived.

DATED this _____ day of _____, _____.

For the Principal:

By: _____

_____
(Type or print name and title of signatory)

For the Surety:

By: _____

By: _____(Seal)
Attorney-in-Fact

_____
(Type or print name and title of signatory)

Florida Resident Agent: _____ Registration No.: _____

NOTE: POWER OF ATTORNEY SHOWING AUTHORITY OF ATTORNEY IN FACT SHALL BE ATTACHED HERETO.

ATTACHMENT S

BID SECURITY

STATE OF FLORIDA
COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____

_____

(hereinafter called "Principal"), and _____

_____

as Surety (hereinafter called "Surety") are held and firmly bound unto the City of Tallahassee (hereinafter called "Owner") in the sum of

_____ Dollars and _____ cents ($_____) lawful money of the United States of America, for payment of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents:

WHEREAS, the "Principal" contemplates submitting or has submitted a bid to the City of Tallahassee for

AUTOMATED POLICE RECORDS MANAGEMENT SYSTEM (PRMS)
RFP NO. 0029-17-KM-RC

WHEREAS, it was a condition precedent to the submission of said bid that a bid bond in the amount of not less than five (5) percent of the base bid be submitted with the base bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written contract with the City of Tallahassee and furnish a contract surety bond in the amount equal to one hundred percent (100%) of the contract sum for the performance of said Contract within ten (10) consecutive calendar days after written notice having been given of the award of the Contract.

NOW THEREFORE, the conditions of this obligation are such that if the bid of the "Principal" herein be accepted and said "Principal" within ten (10) consecutive calendar days after written notice being given of such acceptance, enter into a written contract with the City of Tallahassee and furnish a contract surety bond in the amount equal to one-hundred percent (100%) of the contract sum, satisfactory to the City of Tallahassee, then this obligation shall be void; otherwise, the sum herein stated shall be due and payable to the City of Tallahassee and the "Surety" herein agrees to pay said sum in good and lawful money of the United States of America, as liquidated damages for failure thereto of said "Principal".

IN WITNESS WHEREOF, the said _____

_____as "Principal" herein has caused these presents to be signed and sealed and the

said_____ as "Surety" herein has caused these presents to be signed in its name by its_____ under its corporate seal, this _____ day of _____, A.D., 20_____.

ATTEST:

_____

_____

TITLE:_____

PRINCIPAL:

_____

BY:_____(SEAL)

TITLE:_____

ATTEST:

_____

_____

TITLE:_____

SURETY:

_____

BY:_____(SEAL)
Its Attorney-in-Fact (Surety)

TITLE:_____

Florida Resident Insurance Agent;
License No. _____

NOTE: Power of Attorney showing authority of Attorney-In-Fact shall be attached.

Document No.: TALL-17A1A

Tallahassee Contract

LICENSE AND SERVICES AGREEMENT

THIS AGREEMENT ("AGREEMENT") is entered into by and between the CITY OF TALLAHASSEE, a Florida municipal corporation ("CLIENT"), and TYLER TECHNOLOGIES, INC., ("TYLER") on this _____ day of December 2017 ("Effective Date") (collectively referred to as the "Parties").

WHEREAS, on June 7, 2017, Client issued a Request for Proposals for an Automated Law Electronic Document Records Management System, RFP #0029R-17-KM-RC, which is hereby incorporated by reference and is on file with the City Treasurer-Clerk ("RFP"); and

WHEREAS, Tyler submitted a proposal dated August 7, 2017 in response to Client's RFP, which is hereby incorporated by reference ("Tyler's Proposal"); and

WHEREAS, on December 6, 2017, the City Commission approved the City's ranking for the proposals and authorized Client to negotiate and execute a contract with Tyler to license the software products and perform the services set forth in Tyler's Proposal; and

WHEREAS, the Parties desire 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 **CITY OF TALLAHASSEE, FL.**
- **"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.
- **"Escalation Services"** means the process available for service level escalations.
- **"Effective Date"** means the date referenced in the introductory paragraph above.
- **"Final Acceptance"** means the complete records management system is operating as warranted in a full production environment with no P1 Events for a period of 30 consecutive days.
- **"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 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.
- **"Project Plan"** means the plan, developed by the Parties, that includes, without limitation: a schedule of tasks and milestone dependencies; testing and acceptance protocols; resource requirements to include equipment, materials and facilities; and a project completion date no later than January 31, 2019.
- **"Staffing Plan"** means the plan, developed by the Parties, that includes, without limitation, the specific names and responsibilities of each Parties' respective project team members.
- **"Statement of Work"** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit D.
- **"Service Levels"** means the service levels applicable to all of our customers who have licensed the Tyler Software. A copy of our current Service Levels 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.
- **"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, as successor-in-interest to New World Systems.
- **"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.

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

1.3 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.

1.4 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.

1.5 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.

1.6 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.

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.

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. 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, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products. Notwithstanding any statements to the contrary, Tyler agrees, at its sole cost, that their project team members shall successfully complete appropriate security clearances and protocols for access to Client's technology infrastructure, including, without limitation, CJIS and other required background checks, as such security clearances, protocols and background checks are provided to Tyler by Client on or before the Effective Date of this Agreement.

6. 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

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 and deliver 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 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.

   2.2 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. 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 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 thirty (30) 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 J(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 J(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. Neither party will be liable, 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 control over the defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense. You may participate in the defense at your sole 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, either: (a) procure for you the right to continue its use; (b) modify it with substantially equivalent functionality 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 with substantially equivalent functionality 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 – Warranties

1. 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.

2. 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.

3. Intellectual Rights Warranty. We warrant that we possess the necessary intellectual rights to license to

Client the Tyler Software provided hereunder.

4. 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.

5. We warrant that the Tyler Software will be compatible with and will perform as warranted under this Agreement with any Third Party Hardware specified by us in our written Documentation.

SECTION J – 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, 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.

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 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. The 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, with exclusive jurisdiction being in Leon County, Florida.

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. Tyler will secure a performance bond ("Bond") issued by a surety and in a form, agreeable to the Parties, within ten (10) business days of the Effective Date in the face amount of One Million Three Hundred Sixty-Six Thousand, Three Hundred Twelve Dollars ($1,366,312). The cost of the Bond, equal to Twenty Thousand Two Hundred Thirty Dollars ($20,230), is based on the total contract

dollar amount of this Agreement for an initial term of twenty-four (24) months from the date on the face of the Bond and is payable in accordance with the terms set forth in Exhibit B. Client acknowledges and agrees that it will be responsible for any increase in Bond premiums during the first two years of the Agreement caused by Client's election to increase the Agreement and Bond dollar amount. In the event that implementation activities are not complete after the expiration of the initial two-year term, Client may elect to renew or extend the term of the performance bond, and Client shall be solely responsible for any additional bond premiums and any renewal thereof shall be subject to underwriting or surety approval.

23. Staffing Plan. Tyler will provide Client with a proposed Staffing Plan for Client's review within ten (10) days of the Effective Date. Tyler agrees its shall provide dedicated staff to complete the Client's project. The Parties will work in good faith to develop a mutually acceptable Staffing Plan. The Staffing Plan shall be consistent with the sample Staffing Plan included in Tyler's Proposal. Tyler shall ensure its project team members have successfully completed the appropriate background checks to have access to the Client's facilities and technology system. Client shall approve the Staffing Plan, including any modifications made thereto. Tyler will make good-faith efforts to maintain its assigned project team members once the Staffing Plan has been finalized. In no event shall any of the Tyler project resources assigned to this project, provide services during the same trip to other agencies in Northwest Florida, in order to avoid a possible conflict with Client's project. Additionally, Tyler's Project Manager assigned to this project, shall not be assigned to any other project within Northwest Florida until this project is complete.

24. Project Plan. Tyler will provide Client with a proposed Project Plan for Client's review, and approval, within ten (10) days of the Effective Date. The Parties will work in good faith effort to develop a mutually acceptable Project Plan. The Project Plan shall be consistent with the sample Project Plan included in Tyler's Proposal. Client shall approve the Project Plan, including any modifications made thereto.

25. Order of Precedence. In the event of an inconsistency between any of the provisions of this Agreement and/or any of the Exhibits or documents incorporated by reference, the inconsistency shall be resolved by giving precedence in the following order:
    1. Articles of this Agreement
    2. Exhibits
    3. Tyler's Proposal Dated August 7, 2017
    4. Client's Request for Proposal

26. 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: Service Levels
	Schedule 2: Escalation Services
Exhibit D	Statement of Work
	Schedule 1: Implementation and Training Support Services
	Schedule 2: Data File Conversion Assistance
	Schedule 3: Customer Requested Standard Software Enhancement/Modifications And/or Custom Software

[SIGNATURE PAGE FOLLOWS]

Document No.: TALL-17A1A

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

Tyler Technologies, Inc.

By: Sherry Clark

Name: Sherry Clark

Title: Sr. Corporate Attorney

Date: 12/13/2017

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

City of Tallahassee

By:

Reese Goad

Acting City Manager

Date: 12.13.17

Address for Notices:
City of Tallahassee
ATTN: Sabrina Holloman
300 South Adams Street
Tallahassee, FL 32301

ATTEST TO:

By:
James O. Cooke, IV, City Treasurer-Clerk

Approved as to form:

By:
Patrick E. Hurley, Sr. Asst. City Attorney

Exhibit A
Investment Summary

The following Investment Summary details the software, products, 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

Investment Summary

CITY OF TALLAHASSEE, FLORIDA
December 8, 2017

Tyler Software and Services

A. License Fees		$533,652
1) Licensed Standard Software	$889,420	
2) Less Discount	(355,768)	
B. Professional Services		496,480
C. Third Party Products and Services		195,950
D. Other Costs		20,230
E. Travel and Living Expenses (Estimate)		120,000
TOTAL ONE-TIME COST		$1,366,312

Maintenance

F. Maintenance and Support Fees

1) Maintenance and Support Services

Year 1 Maintenance	No Charge
Year 2 Maintenance	$117,317
Year 3 Maintenance	120,836
Year 4 Maintenance	124,462
Year 5 Maintenance	128,195

2) Additional Cost for Emergency 24/7 Software Maintenance 17,598

NOTE: Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, we reserve the right to adjust our prices accordingly. Prices do not include hardware workstations.

CITY OF TALLAHASSEE, FLORIDA

Investment Summary

December 8, 2017

A.	LICENSE FEES	
ITEM	DESCRIPTION	INVESTMENT
	LAW ENFORCEMENT RECORDS	
	1. New World Single Jurisdiction Base Law Enforcement Records	$87,120
	- Accidents	
	- Activity Time Tracking	
	- Arrest	
	- Business Registry	
	- Case Processing	
	- Computer Aided Investigations	
	- Federal Reports (UCR/IBR)	
	- GIS/Geo-File Verification	
	- Impounded Vehicles	
	- Incident Tracking	
	- Jacket Processing	
	- Personnel/Education	
	- Property	
	- Traffic Tickets and Citations	
	- Wants and Warrants	
	- Virtual Jackets *(multi-jurisdiction only)*	
	2. New World Federal and State Compliance Reporting for LE Records	
	- Federal UCR/IBR	30,000
	3. Additional New World Software for Law Enforcement Records	
	- Career Criminal Registry (parolee, sex offender)	15,000
	- Case Management	15,000
	- Data Analysis/Crime Mapping/Management Reporting	30,000
	- Demographic Profiling Reporting	21,000
	- Field Investigations	15,000
	- Gang Tracking	21,000
	- Narcotics Management/Intelligence	21,000
	- Property Room Bar Coding	15,000
	4. New World Third Party LE Records Interface Software	
	- Citizen Reporting Interface *Supports CopLogic*	23,000
	- LInX Interface	23,000
	- Accurint Crime Analysis Interface (BAIR Analytics)	23,000
	- New World State/NCIC Interface Includes state-specific standard forms	75,000
	- On-Line Global Subjects Interface to State/NCIC	
	- On-Line Property Checks Interface to State/NCIC	
	- On-Line Wants and Warrants Interface to State/NCIC	
	- On-Line Impounds Interface to State/NCIC	

DECISION SUPPORT SOFTWARE			
5. Law Enforcement Management Data Mart (RMS)			
- Includes 10+ users			26,000
Dashboards for Law Enforcement			28,000
6. Communications Server to State/NCIC			18,000
- State/NCIC Interface			
SUB-TOTAL RECORDS MODULES		$486,120	
MOBILE SOFTWARE			
7. New World Field-Based Reporting Server			60,000
State Compliance			
Mobile Upload of Field Reports			
8. New World Field-Based Reporting Software (489 Field Units / 23 In-Station Units)			343,300
LE Field Reporting (Federal Standards)	400 ea.	204,800	
- Incident (1 form)			
- Case (1 form)			
- Arrest (1 form)			
- Supplement (1 form)			
- Tresspass (1 form)			
- Witness (1 form)			
Field Investigation Field Reporting (1 Form)	100 ea.	51,200	
Demographic Profiling Questionnaire Includes 1 Form	75 ea.	38,400	
Mugshot Image Download (489 units)	100 ea.	48,900	
SUB-TOTAL MOBILE MODULES		$403,300	
9. Workstation License			Included
STANDARD NEW WORLD SOFTWARE LICENSE FEE			**$889,420**
LESS DISCOUNT			**(355,768)**
TOTAL TYLER SOFTWARE LICENSE FEES DUE			$533,652

Note: Other than for Mobile Software, a Workstation License for up to 500 users is included for the Exhibit A Licensed Standard Software. The Workstation License includes the City of Tallahassee Police Department as authorized users.

B.	PROFESSIONAL SERVICES		
ITEM	DESCRIPTION		INVESTMENT
	PROFESSIONAL SERVICES		
1.	Project Management Services as required:		$170,080
	- Project Management		
	- Overall consultation and communication		
	- Monthly status reports and project updates throughout the duration of the project		
	- Implementation Plan		
2.	Software System Testing		23,200
	- Functional System Testing		
	- Interface Testing		
	- Full System Testing		
3.	Up to 700 hours of Implementation and Training Services are included for:		101,500
	- Software Tailoring and Setup		
	- User Education and Training		
	- Other Technical Support		
	** Assumes train-the-trainer approach*		
4.	Systems Assurance and Software Installation		31,320
	MSP High Availability Environment	18,125	
	- Install and configure high availability environment (HyperV or VMWare)		
	- Configure application server		
	- Consult on connectivity to new or existing Windows environment		
	- Verify operating system and SQL configuration		
	- Verify workstation configuration		
	Message Switch Staging to include:	2,320	
	- Install and configure message switch software		
	- Configure system variables (i.e., operating system, interfaces, etc.)		
	Standard Law Enforcement Mobile Environment	10,875	
	- Install and configure mobile servers (live and test)		
	- Consult on connectivity to new or existing Windows environment		
	- Verify operating system and SQL configuration		
	- Verify mobile configuration		
	- Verify wireless connection		
5.	Fixed Installation Service Fees:		45,530
	- Citizen Reporting Interface	2,320	
	- LInX Interface	5,800	
	- Accurint Crime Analysis Interface (BAIR Analytics)	5,800	
	- State/NCIC	16,240	
	- On-Line Global Subjects Interface to State/NCIC		
	- On-Line Property Checks Interface to State/NCIC		
	- On-Line Wants & Warrants Interface to State/NCIC		
	- On-Line Impounds Interface to State/NCIC		
	GIS Implementation	15,370	

6. Decision Support Software Implementation Services: (RMS)		4,350
- Installation of standard library components (cubes and dashboards)		
- Training with data and reporting cubes		
- Training on use of data mart for custom report building		
- Requires up to 2 on-site trips - remaining work will be completed remotely		
7. DATA FILE CONVERSIONS		50,100
Data Conversion Analysis and Assessment	4,000	
Base Conversion		
Master Files	16,000	
- Master Name (Jackets)		
- Addresses		
- Narratives		
- Master Vehicles		
- Master Guns		
- Master Property (all, but gun and vehicle)		
Includes: names, addresses, characteristics, relationships, contact info, prior addresses for names. Does not include everything the name is linked to (e.g., tickets, arrests, etc.).		
Address Re-Verification	5,850	
Includes processing of converted (and other existing addresses) through the GIS verification methodology. Results are applied to the live Address table. Duplicate addresses are consolidated. This is not an Address cleanup process.		
Law Enforcement Records Management	17,500	
- Cases		
- Incidents for Cases		
- Arrests		
- Tickets		
- Warrants		
Property	6,750	
- Property Storage and Dispositions		
- Property Chain of Custody		
- Property Analysis Results		
- Property Association to Cases		
8. CUSTOM SOFTWARE/CUSTOM SOFTWARE INTERFACES		70,400
Third Party Software Product (Custom Interfaces)		
RMS Interfaces		
- Motorola Premier One CAD/Mobile (one-way)	12,800	
- Florida TraCS Ticket (one-way)	19,200	
- Florida TraCS Accidents (one-way)	19,200	
- JIS Export Interface (one-way)	19,200	
TOTAL IMPLEMENTATION SERVICES	$496,480	

C.	THIRD PARTY PRODUCTS AND SERVICES			
ITEM	DESCRIPTION			INVESTMENT
	1. THIRD PARTY PRODUCTS AND SERVICES			
	THIRD PARTY SOFTWARE			
	a. Embedded Third Party Software			$25,000
	(includes all Third Party executable components)			
	b. LexisNexis			38,800
	Accurint Crime Analysis (ACA) *(Annual Subscription)*			
	251-499 sworn officers		30,000	
	Accurint Workstation *(Annual Subscription)*			
	Accurint Workstation (with ACA)	2,200 ea.	8,800	
	THIRD PARTY HARDWARE			
	c. Hardware, System Software & Services			132,150
	Servers		103,600	
	Message Switch (3 year warranty)		14,250	
	Bar Coding Scanner Kit w/Signature Pad - 4 units	3,575 ea.	14,300	
	TOTAL THIRD PARTY PRODUCTS AND SERVICES		$195,950	

D.	OTHER COSTS	
ITEM	DESCRIPTION	INVESTMENT
	OTHER COSTS	
	1. PERFORMANCE BOND	
	We agree to comply with the requirement to provide a performance bond as requested in the RFP. As most customers do not require performance bonds, any costs of performance bonds requested will be the responsibility of the customer.	$20,230
	TOTAL OTHER COSTS	$20,230

E.	TRAVEL AND LIVING EXPENSES (Estimate)	
ITEM	DESCRIPTION	INVESTMENT
	1. TRAVEL AND LIVING EXPENSES (Estimate)	
	Estimated 60 trips at $2,000 per trip.	$120,000
	TOTAL ONE-TIME COST	$1,366,312

F.	MAINTENANCE AND SUPPORT FEES	
ITEM	DESCRIPTION	INVESTMENT
1.	**MAINTENANCE AND SUPPORT AGREEMENT** (Per Year Cost): Maintenance and Support to begin at the end of the One-Year no-charge maintenance period. (Includes Exhibit A Esri Integration for the Esri software that is part of Exhibit A Licensed Software.)	
	Year 1 Maintenance	No Charge
	Year 2 Maintenance	$117,317
	Year 3 Maintenance	120,836
	Year 4 Maintenance	124,462
	Year 5 Maintenance	128,195
2.	**EMERGENCY 24/7 SOFTWARE MAINTENANCE** Based on a 5-year plan; Maintenance and Support to begin at the end of the No-Charge maintenance period. Includes support 7 days a week, 24 hours a day.	$17,598

PRICING VALID THROUGH DECEMBER 31, 2017.

Pricing Assumptions
Personal Computers must meet the minimum hardware requirements for New World products. Microsoft Windows 7/8 or later is required for all client machines. Windows 2008/2012 Server and SQL Server 2008/2012 are required for the Application and Database Server(s).
New World product requires Microsoft Windows 2008/2012 Server and SQL Server 2008/2012 including required Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by Tyler.
New World product requires Microsoft Excel or Windows Search 4.0 for document searching functionality; Microsoft Word is required on the application server for report formatting.
Tyler recommends a 100/1000MB (GB) Ethernet network for the local area network. Wide area network requirements vary based on system configuration, Tyler will provide further consultation for this environment.
Does not include any required third-party hardware or software unless specified in Section C of this Investment Summary. Client is responsible for any third-party support.
Licensed Software and third-party software embedded therein, if any, will be delivered in a machine readable form to Client via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.
Tyler's GIS implementation services are to assist the Client in preparing the required GIS data for use with the Licensed New World Software. Depending upon the Licensed Software, the Client at a minimum will be required to provide an accurate street centerline layer and the appropriate polygon layers needed for Unit Recommendations and Run Cards in an industry standard Esri file format (Personal Geodatabase, File Geodatabase, Shape Files). Client is responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. If necessary, Tyler will assist Client in creating the necessary polygon layers (Police Beats, EMS Districts and Fire Quadrants) for Unit Recommendations and Run Cards. Tyler is not responsible for the accuracy of or any ongoing maintenance of the GIS data used within the Licensed New World Software.
Client is responsible for any ongoing annual maintenance on third-party products and is advised to contact the third-party vendor to ensure understanding of and compliance with all maintenance requirements.
All Tyler Clients are required to use Esri's ArcGIS Suite to maintain GIS data. All maintenance, training and ongoing support of this product will be contracted with and conducted by Esri. Maintenance for Esri's ArcGIS suite of products that are used for maintaining Client's GIS data will be contracted by Client separately with Esri.
For State/NCIC, Client is responsible for obtaining the necessary State approval and any non-Tyler hardware and software. Includes state-specific standard forms developed by Tyler. Additional forms can be provided for an additional fee.
Federal UCR/IBR includes edits, reports and electronic submission.
State Accidents includes logic and reports; electronic submission is included where mandated by the State.
Configuration and end user training for Decision Support Software to occur after Client has been live for 3 months or longer on an application.
Custom interface will be operational with existing third-party software. Any subsequent changes to third-party applications may require additional services.
Accurint Crime Analysis subscription includes agency enterprise license, upgrades, implementation, project management, support and training.
Accurint Workstation training provided through eLearning, self-paced LexisNexis University; advanced training via live WebEx (2 hours per day over 3 days at $495 per student).

Exhibit B
Invoicing and Payment Policy

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

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

1. Tyler Software.

   1.1 *License Fees*: License fees will be invoiced 100% on the date when we make the applicable Tyler Software available to you for downloading (the "Available Download Date").

   1.2 *Maintenance and Support Fees (including Esri and Embedded Third Party Software)*: Year 1 maintenance and support fees are waived one (1) year from the Effective Date. Year 2 maintenance and support fees, at the rates listed in the Investment Summary, are payable one year from the Effective Date. Subsequent maintenance and support fees, at our then-current rates, are invoiced annually in advance of each anniversary thereof.

2. Professional Services.

   2.1 *Implementation and Other Professional Services (including training, conversions and custom interfaces)*: Tyler will invoice Client 100% of the total Professional Services fees identified in the Investment Summary upon Final Acceptance as defined in the Agreement.

3. Other Services and Fees.

   3.1 *Performance Bond*: We will invoice you the fees for the performance bond, set forth in the Investment Summary, within ten (10) days of the Effective Date.

4. Third Party Products.

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

   4.2 *Third Party Software Maintenance (excluding Esri and Embedded Third Party Software)*: The first year maintenance fees for the Third Party Software, if any, will be invoiced when we make that Third Party Software available to you for downloading.

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

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with the Client Travel Policy. 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
Client Travel Policy

Table of Contents

602.1 AUTHORITY 2

602.2 PURPOSE 2

602.3 POLICY STATEMENT 2

602.4 SCOPE AND APPLICABILITY 2

602.5 DEFINITIONS 2

602.6 ROLES AND RESPONSIBILITIES 2

DEPARTMENT OF MANAGEMENT AND ADMINISTRATION (DMA) 3
DEPARTMENT DIRECTORS 3
TRAVELER 3

602.7 EXCEPTIONS 4

602.8 TRAVEL AUTHORIZATION DELEGATION 4

602.9 TRAVEL EXPENSE REQUIREMENTS/GUIDELINES 5

ALLOWABLE EXPENSES - REIMBURSEMENT 5
TRANSPORTATION TO/FROM DESTINATION 6
TICKETED TRAVEL 6
Air Travel 6
Bus/Train 6
VEHICLE TRAVEL 6
A City-Owned Vehicle 7
A City/State Contract Rental Vehicle 7
A Personal Vehicle 8
VICINITY TRAVEL 9
MEALS/GSA 9
LODGING 11
PER DIEM: 11
TELEPHONE 12
MISCELLANEOUS/GRATUITIES: 12
ONE-DAY TRAVEL 12
IN-TOWN TRAVEL 13
TRAVEL TIME 13

602.10 TRAVEL FORMS/DOCUMENTATION REQUIREMENTS 13

TRAVEL ADVANCES 14
TRAVEL REQUEST FORM 14
TRAVEL EXPENSE FORM 15

602.11 RESPONSIBLE AGENCY 16

602.12 ADMINISTRATION 16
DATE OF LAST REVISION 16

602.1 AUTHORITY

Ordinance No. 00-O-86.

602.2 PURPOSE

To establish procedures for all travelers of the City of Tallahassee, where authorized travel is necessary and reimbursement requested.

602.3 POLICY STATEMENT

The policy of the City of Tallahassee is to reimburse authorized travelers for reasonable expenses while traveling on city business. The expenses incurred shall be necessary to accomplish the authorized public purpose. Adequate documentation shall be maintained that supports the public purpose of the travel. These procedures are issued pursuant to and in support of the objectives and purposes of Ordinance No. 00-O-86.

602.4 SCOPE AND APPLICABILITY

These procedures apply to all out-of-town and in-town travel for any purpose and for which officials and employees of the City of Tallahassee and other authorized travelers will claim reimbursement. These procedures are not applicable to Contract employees to the City of Tallahassee. All such persons are eligible to travel for the conduct of City business or to attend meetings for the benefit of the City, at City expense, pursuant to proper authorization prescribed in these procedures. In addition, candidates for employment who are eligible for reimbursement of travel expenses for interviews under the Personnel Policy will be reimbursed in accordance with this policy. Individuals that provide services to the City and will be reimbursed for travel related expenses should be reimbursed in accordance with this procedure.

602.5 DEFINITIONS

Employees - All individuals that are employed by the City of Tallahassee.

In town – Includes Leon, Gadsden, Jefferson, and Wakulla counties.

Officials – The Mayor and City Commissioners of the City of Tallahassee, the City Manager, City Attorney, City Auditor, and City Treasurer-Clerk.

Travel Expense Form - To establish procedures for all travelers of the City of Tallahassee, where authorized travel is necessary and reimbursement requested.

Travel Request Form - To establish procedures for all travelers of the City of Tallahassee, where authorized travel is necessary and reimbursement requested.

Traveler - A City official, employee or other authorized person-performing travel.

Out of Town – Outside of the four county areas that includes Leon, Gadsden, Jefferson, and Wakulla.

602.6 ROLES AND RESPONSIBILITIES

DEPARTMENT OF MANAGEMENT AND ADMINISTRATION (DMA)

A. Overall responsibility for the administration of the travel procedures.
B. Provide education and training related to travel. Training will be provided to travelers, as well as, department employees responsible for completing and approving travel forms.
C. Provide guidance on evaluating the available options and alternatives to consider for determining the most efficient method of travel to utilize.
D. Establish processes, procedures and forms to ensure travel transactions are appropriate and for authorized City related business.
E. Review travel related documentation as stipulated in Section 602.10 to ensure that travelers have adhered to these travel procedures.
F. Periodically evaluate whether citywide term contracts should be implemented for appropriate travel related services, e.g. car rental services. Obtain a list of employees from departments that are authorized to approve travel requests and expense vouchers within their respective departments.
G. Obtain a list of employees from departments that are authorized to approve travel requests and expense vouchers within their respective departments.

DEPARTMENT DIRECTORS

A. Provide Procurement Services with a list of employees authorized to approve travel requests and expense vouchers along with signature, initials, or other approval markings that will be used by the "approver".
B. Ensure that all travel is related to the conduct of City business and that expenses are reasonable and necessary in accordance with this procedure.
C. Management should review the travel form and associated worksheets that have been provided to evaluate the available options and alternatives for the most efficient method of travel to utilize.
D. Ensure that travelers understand their responsibilities and initiate the appropriate action when procedures are not followed.
E. Ensure that accurate and complete travel request and expense forms are submitted in accordance with the schedule established in these procedures
F. Ensure that the following travel related documentation be submitted with travel request forms and travel expense forms:
    1. Conference Packet or Conference Agenda
    2. Hotel Stay Information
    3. MapQuest for Travel Miles
G. Provide Procurement Services with a list of employees authorized to approve travel requests and expense vouchers along with signature, initials, or other approval markings that will be used by the "approver".

TRAVELER

Be knowledgeable of and adhere to the requirements set forth in these procedures.

602.7 EXCEPTIONS

Any exceptions or unusual circumstances not provided for in these procedures must be documented and shall be approved by the appropriate official or designee.

602.8 TRAVEL AUTHORIZATION DELEGATION

All travel will be conducted pursuant to authorized annual budget allocations. Prior to incurring any travel expense for which reimbursement or cash advances is requested, a traveler must obtain approval in accordance with the delegation below:

Elected Officials – Shall authorize their own and subordinate travel.

Appointed Officials – Shall authorize their own and subordinate travel in accordance with the delegation for appointed officials as described below:

City Manager	All direct reports
Assistant City Managers	All direct reports
Assistant to the City Manager	All direct reports
Department Directors	All subordinates staff

If a department director has delegated approval of travel requests, the delegation must be documented and a copy submitted to DMA - Procurement Services. Signature stamps do not constitute approval by the department director.

City Treasurer-Clerk	Deputy Treasurer-Clerk
Deputy Treasurer-Clerk	All subordinates staff
City Attorney	All direct reports Deputy
City Attorney	All subordinates staff City
Auditor	All subordinates staff

602.9 TRAVEL EXPENSE REQUIREMENTS/GUIDELINES

ALLOWABLE EXPENSES - REIMBURSEMENT

This section discusses allowable expenses that will be reimbursed by the City. Documentation requirements are outlined in Section 602.10.

A. The traveler shall be reimbursed for expenses that are in conformance with the approved trip, the funds are provided for in the approved budget.
B. The number of persons traveling is the minimum number required to accomplish the purpose of the trip.
C. Efficiency shall be the primary consideration when making travel arrangements. The method, class, routing and other arrangements associated with the travel shall be the most efficient available and result in the shortest "time-away" or lowest over- all cost consistent with distance to be traveled and trip purposes.

   If a traveler selects a different route or rate, for his or her own benefit, reimbursement shall be limited to that which best suits the interest of the City. The traveler shall pay the difference, if a less suited method is chosen.

   Travel arrangements should be made as early as possible to take advantage of early discounts and advance purchase prices.
D. The traveler shall take leave when any "time away" is (1) beyond the time necessary to conduct the authorized purpose of the travel and (2) incurred solely for the convenience of the traveler.
E. If the City is being reimbursed by the State of Florida for the travel expenses, the traveler shall be reimbursed under this travel procedure and will not be limited to the amount the City receives from the State.
F. The City will not reimburse any expenses for a traveler's spouse or other family member. Reimbursement is limited to the traveler only.
G. Registration Fees
   Fees for registration, including meals and other programmed affairs sponsored by conference or convention organizations, shall be prepaid whenever possible.
   As referenced in the City's Annual Review of Critical Policies, employees cannot accept free conference registration or lodging.

   Fees associated with entertainment events/dinners that are optional and not included, as part of the registration fee, shall be paid by the traveler. The City will not pay for these costs.

TRANSPORTATION TO/FROM DESTINATION:

This section discusses the methods of transportation for travel.

TICKETED TRAVEL

Air Travel

If travel is by air, the following shall be considered:

a. Coach fare class shall be taken for all travel by air.
b. First class airfare shall be limited to trips under emergency conditions when coach accommodations are not available.
c. All flights shall originate in Tallahassee unless the appropriate appointed official authorizes an exception.
d. The actual cost of the charter plane shall be reimbursed, if it is the most economical method of travel for 2 or more individuals.
e. The actual cost incurred for parking a private vehicle at the airport, long term parking only, while the traveler is away shall be reimbursed. A receipt is required.
f. Frequent flier miles accrue to and are owned by the traveler. However, the airline selected for travel shall be the one offering the least expensive fare. The traveler shall not use an airline exclusively to maximize the frequent flier miles accrued.
g. If air travel is booked via the Internet, the confirmation notice that states the amount shall be submitted to verify the cost.
h. All ticket changes that incur additional costs for the City must be documented by the traveler and approved by the appropriate official/department director.
i. Checked airline baggage shall consist of one bag, maximum allowable size and/or weight for that specific airline. Traveler will be responsible for all applicable oversize and/or overweight charges.
j. Airline additional coverage plans can be purchased at the option of the traveler; however, the City will not reimburse a traveler for this coverage.

Bus/Train

Travel by train or bus is permitted. The use of taxis and shuttles as an alternative mode should be considered when less expensive and practicable under the circumstances.

VEHICLE TRAVEL

If travel is by vehicle the following shall be considered and the most efficient method shall be used by the traveler. Vehicle travel choices are either by city-owned vehicle, rental vehicle or personal vehicle. Traveler may use the most efficient method of travel worksheet as a guidance tool to determine the method to travel when using a vehicle.

If there are multiple travelers going to the same destination, car-pooling should be

encouraged. The official or department director or his/her designee shall determine how multiple travelers to the same destination will travel.

A City/State Contract Rental Vehicle

The following guidelines should be used for this type of vehicle:

a. Rental shall be limited to the most economical class of vehicle necessary based on the number of passengers or the volume of materials to be transported. Higher classes of vehicle rental shall be supported by an explanation as the basis for incurring the more expensive rates.

b. Collision-damage waivers shall not be purchased when obtaining a rental vehicle. The City's self-insured program is adequate to cover claims. Questions regarding the City's insurance requirements should be directed to the Treasurer- Clerk's Risk Management Office. Additional insurance guidance as suggested by Risk Management is:

   i. Travel **in** Florida:
   When an employee has rented a vehicle for city business and has done so using a city purchase card, the employee should NOT obtain additional coverage when the travel occurs in the state of Florida. The city's self-insurance will cover any damages to the rented vehicle resulting from the employee's negligence. A self-insurance letter can be provided by Risk Management at the traveler's request. Additionally, the employee while on business will be covered by Workers' Compensation or the city's health insurance and does not need the personal accident insurance.

   ii. Travel **outside** of Florida:

   When an employee travels on city business outside the state of Florida, the employee should NOT obtain additional coverage for damage to the rented vehicle. The city's self-insurance program will provide coverage for damages to the vehicle which result from the employee's negligence. The employee should purchase bodily injury liability coverage that comports to that jurisdiction's requirements. The employee will also be covered by the city's Workers' Compensation or health insurance while on city business.

c. A traveler shall not be reimbursed for Personal Accident Insurance. Employees are covered under the City's Workers' Compensation Program while on work time.

d. If a rental vehicle is booked via the Internet, the confirmation notice that states the amount shall be submitted to verify the cost. A receipt shall be submitted upon return.

e. If an employee travels on city business and uses their personal vehicle, the employee's insurance is primary for all negligence claims arising from the use of the vehicle and claims for damage to the employee's vehicle.

A Personal Vehicle

If an employee travels on city business and uses their personal vehicle, the employee's insurance is primary for all negligence claims arising from the use of the vehicle and claims for damage to the employee's vehicle. The following guidelines should be used for this type of vehicle:

a. Such use shall be advanced or reimbursed at the lower of the rates allowed by the Internal Revenue Service or the City of Tallahassee. (http://www.irs.gov/).

b. The mileage allowable will be from the traveler's residence or headquarters; whichever is less, to the destination. The distance calculation can be found on the following website:

MapQuest: http://www.mapquest.com/

c. A reasonable amount of vicinity travel is normal and shall be reimbursed to the traveler. Twenty-five (25) miles for vicinity travel may be included for calculation of the traveler's advance.

d. Employees receiving a vehicle allowance as part of their salary package are entitled to reimbursement for mileage when using their personal vehicle for authorized out-of-town travel.

e. If there are multiple travelers riding in the same vehicle, only one individual shall be reimbursed for mileage.

VICINITY TRAVEL

The following guidelines shall be used to calculate vicinity travel when out of town:

1. If travel to a destination is by personal vehicle, a reasonable amount of vicinity

travel is normal and shall be reimbursed to the traveler at the lower of the rates allowed by the Internal Revenue Service or the City of Tallahassee (http://www.irs.gov/).

2. Public transportation costs such as taxi or limousine service to and from the hotel and around the city of destination to conduct City business shall be reimbursed. A receipt is required whenever possible or unless an exception is noted.

3. Road and bridge tolls shall be reimbursed. Receipts shall be obtained, whenever possible.

4. The actual cost incurred for parking (private or rental vehicle) at a hotel shall be paid as a portion of the employee's lodging if the employee is utilizing a purchase card. Otherwise a receipt is required for reimbursement.

MEALS/GSA:

Meals

1. The GSA Travel Per Diem will determine all meal costs.
2. The "Zip Code" is the preferred and recommended option to search for your travel destination on the following link:

   www.gsa.gov/perdiem

Payment for meals is based on the following travel schedule:

	DEPARTURE
Breakfast	Prior to 8:00 a.m.
Lunch	8:01 a.m. to 12:59 p.m.
Dinner	1:00 p.m. to 6:00 p.m.

	RETURN
Breakfast	Prior to 12:00 p.m.
Lunch	12:01 p.m. to 6:00 p.m.
Dinner	6:01 p.m. to 12:00 a.m.

Tips are included in the amount allowable for meals under the GSA Travel Per Diem.

The traveler shall not include tips associated with meals in his/her reimbursement request for gratuities as discussed below in the section "Miscellaneous/Gratuities".

The GSA Travel Per Diem shall be used for out of the country travel.

1. If a meal is provided as part of the hotel/conference registration (e.g. continental breakfast), it will be excluded from the meals to be paid for under the Travel Per Diem. If the meal provided is not eaten and the traveler has a reasonable explanation, the meal will be reimbursed. The explanation must be documented and approved by a department director or his/her designee in order to be reimbursed. A link to a Meals Worksheet is included in the Travel Request Form. This worksheet is a working tool which is encouraged to be used by travelers as a guide to calculate meals when completing the Travel Request Form. It must be completed when there is an exception to City meal procedures and signed by the traveler and approver.

2. In lieu of reimbursement based upon the Per Diem, Officials may be reimbursed for actual meal expenses based on receipts obtained. The public purpose, attendees and any other relevant information shall be documented. The City will not reimburse alcohol costs.

3. If another employee pays for a meal that is reimbursed by the City as a part of their travel expense report, the meal will be excluded from the meals to be paid for under the GSA Travel Per Diem on all travelers' vouchers in attendance at the meal. The traveler that paid for the meal shall include the cost of the meal as another expense on his/her travel voucher. A receipt is required and no alcohol will be reimbursed.

4. If a vendor pays for a traveler's meal and the City will reimburse the vendor for the cost, it will be excluded from the meals to be paid for under the GSA Travel Per Diem on the traveler's travel expense form.

LODGING:

Lodging

The City will reimburse Tyler for reasonable, pre-approved lodging expenses.

PER DIEM:

Meal/Lodging Per Diem

As an alternative to reimbursement or prepayment for lodging and meals, a traveler may receive $50.00 per diem (per day) for lodging and meals (tips

included). No receipts are required. The day is divided into the following quarters:

- 6:01 a.m. – 12:00 noon
- 12:01 p.m. – 6:00 p.m.
- 6:01 p.m. – 12:00 midnight
- 12:01 a.m. – 6:00 a.m.

A traveler may receive $12.50 for any portion of a quarter. Per Diem is limited to travel that requires overnight stay.

TELEPHONE:

The City shall reimburse the traveler the cost of telephone calls as follows:

- Business calls and messages
- "Collect" calls to the City of Tallahassee offices
- All business calls shall be noted as such on the relevant receipt submitted for reimbursement.

MISCELLANEOUS/GRATUITIES:

1. Any other necessary expense, not otherwise provided for that is incurred for the benefit of the City, must appear together with an explanation on the expense report. Receipts shall be obtained in order to receive reimbursement. Gratuities for hotel, taxi, airport, porters, etc., shall be reimbursed as out of pocket expenses with a maximum of $10 per trip. The traveler should report only actual costs incurred. Monies associated with gratuities will not be included as a part of the advance, but will be reimbursed upon completion of the travel. If the department director authorizes more than the maximum, the traveler shall provide an explanation for the amount.

2. Reimbursement for mileage to and from the airport shall be based upon miles from the traveler's headquarters or home, to the airport, whichever is less.

ONE-DAY TRAVEL:

1. Documentation for approved travel that does not require an overnight stay and is not requesting reimbursement shall be maintained within the appropriate department. This documentation does not have to be submitted to Procurement Services – Accounts Payable.

2. If the trip schedule is such that the traveler missed breakfast or dinner (see times under Meals), the department director may authorize the reimbursement of these meals in accordance with the Meals section of this procedure. The cost for lunch is not reimbursable unless the department director or his/her designee authorizes an exception to this policy due to a particular circumstance. If reimbursement is requested, a travel request and expense form shall be completed.

IN-TOWN TRAVEL:

1. Non-executive management employees traveling in-town shall use a City vehicle when possible. If a non-executive management employee utilizes their personal vehicle for in-town travel, an explanation shall be provided in order for mileage to be reimbursed.

2. Executive management will not be reimbursed mileage for using his/her personal vehicle when traveling in-town on City business.

TRAVEL TIME:

1. For all personnel, attendance at conference, training, and to conduct City business shall be considered work time.
2. For non-senior management travelers, travel time shall be counted as work time for purposes of calculating compensatory or over time when the purpose of the travel is a required part of the employee's position.
3. If the travel is not required as a part of the employee's position, the department director or designee shall determine the amount of travel time that will be considered work time.
4. Travel time to/from the airport shall be based upon travel time miles from the traveler's headquarters or home, to the airport, whichever is less. Approved travel ends at the time the employee arrives back to the traveler's headquarters or home. The estimated end time is indicated on the Travel Request Form and the actual travel time is indicated on the Travel Expense Form.
5. If the traveler chose to drive rather than fly, the department director shall determine how much travel time will be considered work time.

602.10 TRAVEL FORMS/DOCUMENTATION REQUIREMENTS

The ultimate purpose of the Travel Request and Expense forms is to document the purpose, dates and times of travel conducted by the traveler. Therefore, all expenses associated with the travel should be captured on the form. All Travel request and Travel expense forms must be signed and approved by an authorized supervisor. These signed forms must be submitted according to the timelines set forth in sections C. and D. below. Procurement Services staff will notify the employee and supervisor via e-mail of changes made to travel documentation after being signed. The employee and supervisor will then notify Procurement Services staff by e-mail of their acknowledgement and confirmation of changes.

TRAVEL ADVANCES

1. Any traveler may request an advance for out-of-pocket expenses. However, this is not required. A traveler may choose to pay for all costs associated with city travel personally and then be reimbursed upon return.

   A traveler shall not incur costs personally and then receive separate reimbursements for each transaction (e.g. hotel, rental car, air fare.)

2. Travel advances and reimbursements must be settled within 14 calendar days of completing the travel. To ensure accurate and complete travel documentation, it is best to submit a travel expense form immediately upon return to the City.

3. If upon completion of travel, the traveler owes the City funds, those funds must be paid to the Treasurer-Clerk, Revenue Office and a receipt obtained. The receipt must be attached to the travel expense voucher.

   If the amount due to/from the traveler is less than five dollars ($5), no reimbursement/payment shall be processed. For example, if the traveler owes the City $2.39, reimbursement shall be waived and the Travel Expense Form will be processed without the receipt.

4. A travel advance that is less than $25.00 will not be processed for payment. The traveler is required to submit a travel expense form upon return in order to be reimbursed for appropriate expenses.

TRAVEL REQUEST FORM

1. A Travel Request Form and the following travel documents must be submitted to Procurement Services – Accounts Payable in accordance with the following lead

times:

a. Forms:
   i. Conference Packet or Conference Agenda
   ii. Hotel Stay Information
   iii. MapQuest for Travel Miles

b. Lead times:

   i. Accounts Payable requests made 14 calendar days prior to the start of a trip for checks payable to a hotel, conference registration or organization. Whenever possible, a City Purchase Card should be used to pre-pay for these expenses;
   ii. 7 calendar days prior to the start of a trip if the traveler is to receive an advance;
   iii. 3 calendar days prior to the start of a trip if the traveler is not receiving an advance.

NOTE: It is best to submit the travel request form as soon as a travel need is identified. This will ensure that all registrations and reservations are completed timely to provide the opportunity to take advantage of advance purchase discounts and fares. A brief explanation is required (in the remarks section of the travel and/or expense report) whenever forms are not submitted to Accounts Payable in accordance with the above stated times.

2. The Travel Request form must be completed in its entirety. If an incomplete form is submitted to Accounts Payable, it will be returned to the originating department for completion.

3. The traveler and the department director or his/her designee must sign the Travel Request Form. Procurement Services – Accounts Payable staff will verify that the approving authority is appropriate given the delegation provided by the department director. In the absence of such delegation, Procurement Services shall only accept travel requests and expense vouchers that have been signed (not a signature stamp) by the department director.

4. If there are any items that are to be prepaid via a City check, the traveler must attach the required documents necessary for mailing.

TRAVEL EXPENSE FORM

1. The traveler must complete and submit a Travel Expense Form to Accounts Payable for processing within 14 calendar days from returning from a trip. All receipts shall be attached to the form and submitted for review and

reconciliation.

Accounts Payable staff should monitor all department travel forms to ensure that compliance with the City's Travel Policy is adhered to. If the Travel Expense

Form has not been processed by the 14th day, Accounts Payable staff will send a notice to the traveler, the department approver, and the department director advising of the Department's non-compliance with the City's Travel Policy.

2. The traveler and the department director or his/her designee must sign the Travel Expense Form. Procurement Services-Accounts Payable staff will verify that the approving authority is appropriate given the delegation provided by the department director. In the absence of such delegation, Procurement Services shall only accept travel requests and expense vouchers that have been signed (not a signature stamp) by the department director.

3. Travel reports for executive staff, appointed and elected officials shall be reviewed by the Procurement Services Manager or his/her designee.

602.11 RESPONSIBLE AGENCY

Department of Management and Administration

602.12 ADMINISTRATION

The City Manager may make amendments to the City's travel procedure for the purpose of keeping it complete and up to date.
The City Manager may also delegate specific responsibilities for implementing portions of these policies and procedures.

602.13 DATE OF LAST REVISION

These regulations revise and replace those issued October 13, 1989, April 14, 1999, February 15, 2001, and October 1, 2002, February 27, 2014, May 12, 2014, June 12, 2014

Effective Date: March 3, 2014

Exhibit C
Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. Term. We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date, and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.

2. Maintenance and Support Fees. Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. Upon receipt of written notice, we will add 24x7 support to Records as listed in the Investment Summary. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.

3. Maintenance and Support Services. As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:

   3.1 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); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;

   3.2 provide telephone support during our established support hours, currently Monday through Friday from 8:00 a.m. to 9:00 p.m. (Eastern Time Zone);

   3.3 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;

   3.4 provide you with a copy of 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

   3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. 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 a VPN for backup connectivity purposes.

5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

   In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

   (a) All infrastructure executing Tyler Software shall be managed by you;
   (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
   (c) You will perform daily database backups and verify that those backups are successful.

6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support 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.

7. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1.

Exhibit C
Schedule 1
Service Levels

1. DEFINITIONS

1.1 Metric-Related Terms

(a) "**Actual Uptime**" means the aggregate number of hours in any calendar month during which a system or service (and associated tools and processes) are Available for Use.

(b) "**Availability**" means, for a calendar month, the extent to which a system or service (and associated tools and processes) is actually Available for Use in accordance with normal operations. Availability shall be expressed as a percentage, by subtracting any scheduled downtime for the month (i.e., scheduled maintenance windows agreed in the Agreement or otherwise scheduled with Client's approval) from the aggregate total Scheduled Uptime in such month, and expressing the result as a percentage of the Actual Uptime for such month (i.e., Availability % = Actual Uptime / (total Scheduled Uptime – scheduled downtime) *100).

(c) "**Available for Use**" shall mean the ability of equipment, software, services and data, which comprise a system or are used to provide the Services, and for which the Tyler is responsible, to be utilized in accordance with normal operations (including applicable equipment and software specifications, requirements, and committed levels of service) and without degradation of performance. Without limiting the generality of the foregoing, for Tyler's service desk to be Available for Use, it must be able to receive telephone calls and e-mails from Client, and answer and log the same, and Tyler 's tools associated with its service desk (either used by the desk or by users for self help, including an incident logging portal must be available to the corresponding users in accordance with normal operations.

(d) "**Resolution Time**" means the elapsed time between (i) the earlier of the moment that a P1 Event, P2 Event or P3 Event is reported to Tyler (e.g., through automatic notification, a contact to the service desk, or other form of communication agreed by the Parties) or the moment that Tyler otherwise becomes aware of the same, and (ii) the moment that the affected components of the System, Services or data are restored to normal operations in accordance with applicable Service Levels and specifications, or Tyler implements a reasonable workaround, such that a user or users of the System or Services incur(s) no more than an insignificant degradation of use that does not affect such user or users' ability to perform their work, and the corresponding incident ticket is updated to reflect that such event has been resolved. A ticket associated with a particular P1 Event or P2 Event shall not be closed until the user reporting it, or other appropriate Client-designated personnel, agrees that such ticket may be closed, or if the user is unavailable, Tyler has provided notification to the end user by following an agreed notification process.

(e) **"Response Time"** means the elapsed time between (i) the earlier of the moment that a P1 Event, P2 Event or P3 Event is reported to Tyler (e.g., through automatic notification, a contact to the service desk, or other form of communication agreed by the Parties) or the moment that Tyler otherwise becomes aware of the same, and (ii) notification of acknowledgement to the applicable Client contact, and the commencement of resolution or fulfillment efforts by the group responsible for resolution or fulfillment (e.g., commencement of remote diagnostic activity, or, in the case of problems or requests that are not within the scope of the Services, the handoff of resolution efforts to the appropriate Client or third party personnel). Mere scheduling of resolution or fulfillment efforts shall not be deemed to be "commencement of resolution or fulfillment efforts".

(f) **"Scheduled Uptime"** means the time during which a system or service are scheduled to be Available for Use during a calendar month.

(g) **"Speed of Answer Time"** means, for any inquiry, problem, service request, or contact similar to any of the preceding that relates to the System or Services and that is submitted to Tyler 's service desk during a calendar month, the elapsed time between (i) the caller's selection of the option on the voice response unit to speak to a service desk agent, and (ii) the moment that such call is answered by a live agent responsible for incident or service request management efforts.

1.2 Severity Level Definitions

Severity Level	Definition
P1 Event (P1)	A Deficiency that renders the System inoperative, causes the System to fail catastrophically, or materially degrades the System. Examples of P1 Events include: • System is down, users cannot login or any key module (cases, global searching, creation of field reports) is non-functional; • Field Reports not merging to Records for processing; • IBR/UCR Reporting, or Submission, is Down/Non-Functional; • NCIC is not functional; and • System performance (slowness) is degraded to a point where users are at a work stoppage or significant impairment to doing their jobs.
P2 Event (P2)	A Deficiency that significantly degrades the performance of the System but does not prohibit Client's use of the System. Examples of P2 Events include: • An error appears in a high traffic or use area of the software (i.e. every time the user opens a case), but the error may be bypassed for continued work; • User received an IBR edit in our software, but the State does not return the same edit (invalid edit on a case); • Dispositions from the Incident are not coming over to records from CAD, but the user can manually fill them in on the incident; and • Printing Alarm invoices takes longer than expected (but the report still generates).
P3 Event (P3)	A Deficiency that causes only a minor impact on the use of the System.

2. SERVICE LEVEL METRICS

All Service Levels shall be measured on a calendar month basis unless otherwise expressly provided below.

Service Level Metric	Service Level	Scheduled Uptime	Measurement Tool or Process	Special Terms
Service Desk Availability	Availability of Tyler's service desk (including associated personnel, tools and processes) to receive contacts from Client (via phone, 24x7 service, and such other means agreed by the Parties) during each calendar month shall be greater than or equal to 100.00%.	• 8:00 a.m. - 9:00 p.m. ET weekdays (excluding holidays) for the Tyler - Licensed Materials set forth in Section 1.4(b) of Exhibit A-1 of Schedule A, unless Client procures the option referenced in Section 7.1 of Schedule C; and • 24 x 7 otherwise	• Support center monitoring software displayed throughout center (e.g., calls waiting (if any), calls offered, calls abandoned, calls handled, percentage of calls answered before 2 minutes, agent availability). Statistics are displayed by application call queue and by agent. • Phone system reporting tool with metric based reports (e.g., by agent, by time period, by call queue) • 24 x 7 reporting through answering service (e.g., by call, by time period including time to answer and calls patched directly)	Tyler shall have 3 permitted shortfalls of this Service Level during each 5-year period commencing on the first Services Commencement Date for Maintenance Services, with each shortfall allowing a level of performance of not lower than 98.33% Availability for the corresponding month.
Service Desk Speed of Answer	(a) At least 80.00% of Speed of Answer Times during each calendar month shall be less than or equal to 2.0 minutes; and (b) 100.00% of Speed of Answer Times during each calendar month shall be less than or equal to 5.0 minutes.	N/A	• Support center monitoring software displayed throughout center (e.g., calls waiting (if any), calls offered, calls abandoned, calls handled, percentage of calls answered before 2 minutes, agent availability). Statistics are displayed by application call queue and by agent. • Phone system reporting tool with metric based reports (e.g., by agent, by time period, by call queue).	
Response Time	For calls to Tyler 's service desk: (a) All Response Times for P1 Events shall be less than or equal to 30.0 minutes; (b) All Response Times for P2 Events shall be less than or equal to 2.0 hours; and (c) All Response Times for P3 Events shall be less than or equal to 4.0 hours; and For portal submissions: All Response Times for P3 Events shall be less than or equal to 48.0 hours.	N/A	Support Center tracking system, which includes reporting by issue aging. Regular monitoring by Tyler supervisors to ensure response and resolution.	Tyler strongly encourages Client to use its service desk, rather than its customer portal, to report any P1 Event or P2 Event.
Resolution Time (code changes to Tyler - Licensed Materials not required)*	(a) At least 98.00% of Resolution Times for P1 Events shall be less than or equal to 4.0 hours; (b) At least 90.00% of Resolution Times for P2 Events shall be less than or equal to 8.0 hours; and (c) At least 75.00% of Resolution Times for P3 Events shall be less than or equal to 12.0 hours.	N/A	Support Center tracking system, which includes reporting by issue aging. Regular monitoring by Tyler supervisors to ensure response and resolution.	For P1 Events, Tyler will work with Client continuously until resolution is reached.
Resolution Time (code changes to Tyler - Licensed Materials required)*	(a) At least 95.00% of Resolution Times for P1 Events shall be less than or equal to 24.0 hours; (b) At least 70.00% of Resolution Times for P2 Events shall be delivered in the next available New Release (Hot Fix or Service Pack); and (c) At least 60.00% of Resolution Times for P3 Events shall be delivered in the next Major New Release.	N/A	Support Center tracking system, which includes reporting by issue aging. Regular monitoring by Tyler supervisors to ensure response and resolution.	For P1 Events, Tyler will work with Client continuously until resolution is reached.
System Availability	Availability of the System shall be 99.98%.	24 x 7	Health monitoring capabilities within the Tyler - Licensed Materials (i.e., native application monitoring).	Outages due to planned maintenance may require virtual machine(s) comprising the operating infrastructure to be restarted, resulting in a brief outage of 5 minutes or less. Any such outages for planned maintenance will permit users to work in offline mode, and will be scheduled in advance by the Parties. Tyler 's future product roadmap will introduce advanced application redundancy and load balancing

				capabilities to minimize/eliminate downtime due to planned/unplanned maintenance.
System Performance	(a) 90.00% of "Call for Service" transactions executed by call takers or dispatchers will complete (i.e., from the moment the transaction is executed via a key or click by the user, to the moment when their screen is refreshed reflecting the completed function) in 3.0 seconds or less (delays from 3rd party applications such as NCIC/FCIC, Deccan, and Station Alerting are excluded); and (b) 90.00% of RMS transactions (such as unit status, car-to-car messaging, clear call, self-dispatch, etc.) executed by mobile unit operators will complete (i.e., from the moment the transaction is executed via a key or click by the user, to the moment when their screen is refreshed reflecting the completed function) in 10.0 seconds or less.	N/A	Health monitoring capabilities within the Tyler - Licensed Material (i.e., native application monitoring).	Delays caused by FCIC, wireless carriers or network latency greater than the following parameters are excluded from this system performance service level: (a) For RMS client workstations: 100 Mbit/s LAN latency; (b) for servers, 1 Gbit/s LAN latency, and (c) for SAN storage, 10 Gbit/s (e.g., iSCSI or fiber channel)

* In cases where such a Service Level specifies a percentage less than 100.00%, if the Service Level is not achieved and all but one P1 Event, P2 Event or P3 Event being measured during the measurement period has complied with the defined Service Level requirements, then that one event will be ignored for purposes of Service Level measurement, and the Service Level will be deemed met for that measurement period.

Exhibit C
Schedule 2
Escalation Processes

Client-Facing Escalation Process

Client may contact the following resources for management level issue resolution escalation:

a) Director of Support Services
b) Vice President of Client Success
c) Senior Vice President/COO

Tyler-Internal Escalation Process

Tyler's internal escalation process applicable to P1 Events is as follows:

Critical Escalation	Action	Owner
0 Hours	Initial report of the issue comes into support via phone during regular business hours or to our 24x7 after hour emergency support team. The specialist reviews the issue and quickly determines if they can restore service quickly.	Software Support Specialist
30 Minutes or Less	If the system is not restored within the first 30 minutes of the initial reported call, the case is escalated to Tyler's L3 engineering team for review and management in support is notified.	Software Support Specialist; Software Support Analyst - (L3 Team); Application Team Lead; Support Manager
2 Hours	If the L3 team analyst is unable to restore service or identify a suitable workaround within a two-hour period, an emergency escalation takes place to our development management team for assistance. All of support management, client success management and development are notified up to the executive level.	Software Support Specialist; Software Support Analyst - (L3 Team); Application Team Lead; Support Manager; Development Managers; Director of Support Services; VP of Client Success; VP of Technology
4 Hours – Resolution or Workaround is Met	If there is no suitable workaround or resolution to the issue within 4 hours, the development management team and support services teams will continue to engage other resources both internally and outside of Tyler (e.g., VM Ware, Microsoft, ESRI) as needed until resolution or suitable workaround is in place.	Software Support Specialist; Software Support Analyst - (L3 Team); Application Team Lead; Support Manager; Development Manager; Director of Support Services; VP of Client Success; VP of Development; Sr. VP of Operations

Tyler's internal escalation process applicable to P2 Events is as follows:

Critical Escalation	Action	Owner
0-2 Hours (Phone Reported) 0-48 Hours (Portal Reported)	Initial report of the issue comes into support via phone during business hours or is sent in by the client via the online client portal. Response time for portal submissions is same day/next day on average. We request phone use for any Severe or Critical issues for the fastest response. During the initial review of the issue, application specialist works diligently to determine if there is any immediate change that would fix or alleviate the issue (workaround) or if the issue is a defect (code change required in the software).	Software Support Specialist
1 – 4 Hours (Phone)	If the issue does not have a resolution, suitable workaround or confirmation of a defect found within 60 minutes of the initial reported phone call, the case is escalated to subject matter experts to assist on the call. Analysts work with the specialists to find a solution, suitable workaround or confirm a defect is present.	Software Support Specialist; Software Support Analyst - Application Team Lead
4-8 Hours (Phone)	If the subject matter analyst is unable to provide a resolution or identify a suitable workaround within the same business day (4-8 hours) a priority escalation may occur depending on the severity of the P2 issue. That escalation may involve engaging other specialty resources outside of support.	Software Support Specialist; Software Support Analyst - Application Team Lead; Support Manager; Development Managers;
Defect Identified Requiring Code Change	A correction to the issue is reviewed and coordinated for a next available release. Note that an escalated case may be coordinated sooner depending on severity of the issue and nature of the correction in the code.	Development Manager; Client Success Executive or CSAM; Project Manager (if applicable)

I

Exhibit D
Statement of Work

We will deliver the services set forth in the Investment Summary as set forth in the Agreement and, as applicable, as further detailed in this Statement of Work. Except as expressly stated in the Agreement, none of the services we provide you under the Statement of Work are services related to hardware or third-party products. Whenever possible, we will provide services remotely so as to control travel expenses. All service fees and expenses are payable according to the Invoicing and Payment Policy.

Exhibit D
Schedule 1
Professional Services

1. Project Management Services

We shall act as Project Manager to assist you in implementing the Tyler Software. Project Management Services include:

a) Developing an Implementation Plan;
c) Providing revised Implementation Plans (if required);
d) Providing monthly project status reports; and
e) Facilitating project status meetings
   - a project review (kickoff) meeting at your location
   - progress status meeting(s) during implementation via telephone conference or at your location; and
   - a project close-out meeting at your location to conclude the project.
f) Consultation with other vendors or third parties, if necessary.

2. Implementation and Training Support Services

Implementation and training support services have been allocated for this project as described in the Investment Summary. Avoiding or minimizing custom or modified features will aid in keeping the support costs to the amount allocated. The recommended implementation and training support services include:

a) implementation of the Tyler Software;
b) Training you or assisting with your training on the Tyler Software; and
c) tailoring of Tyler Software by our technical staff and/or consultation with our technical staff.

The project management, implementation and training support services provided by us may be performed at your premises and/or at our headquarters in Troy, Michigan (e.g., portions of project management are performed in Troy).

3. Interface and/or Fixed Installation Services

We shall provide interface installation services as described in the Investment Summary.

Our GIS implementation services are to assist you in preparing the required GIS data for use with the Tyler Software. At a minimum, you will be required to provide an accurate street centerline layer and the appropriate

polygon layers needed for Unit Recommendations and Run Cards in an industry standard ESRI file format (Personal Geodatabase, File Geodatabase, Shape Files). You are responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. If necessary, we will assist you in creating the necessary polygon layers (Police Beats, EMS Districts and Fire Quadrants) for Unit Recommendations and Run Cards. We are not responsible for the accuracy of or any ongoing maintenance of the GIS data used within the Tyler Software.

4. **Hardware Quality Assurance Service**

We shall provide Hardware Systems Assurance of your MSP server(s).

a) Hardware Quality Assurance Services (High Availability Environment):
Hardware Systems Assurance and Software Installation:
- Assist with High Level System Design/Layout
- Validate Hardware Configuration and System Specifications
- Validate Network Requirements, including Windows Domain
- Physical Installation of our Application Servers
- Install Operating System and Apply Updates
- Install SQL Server and Apply Updates
- Install New World Applications Software and Apply Updates
- Establish Base SQL Database Structure
- Configure System for Electronic Customer Support (i.e. NetMeeting)
- Tune System Performance Including Operating System and SQL Resources
- Test High Availability/Disaster Recovery Scenarios (if applicable)
- Provide Basic System Administrator Training and Knowledge Transfer
- Document Installation Process and System Configuration

5. **Message Switch Operating System Assurance Service**

We shall provide Message Switch Operating System Assurance, which includes:

a) Message Switch Operating System Assurance Services:
Operating System Assurance and Software Installation Services:
- Unpack and assemble hardware
- Verify core hardware functionality (network/video/storage devices/usb)
- Install and update AIX Operating System
- Install and update applicable system manual pages
- Set AIX environment variables
- Build system user-ids and applicable authorizations
- Install and stage message handler and compilers
- Verify and allocate disk space
- Mirror hard drives and boot sequencing
- Install customer-specific communication processes
- Compile New World Message Switch programs
- Install base Message Switch data tables
- Install automated process restart script
- Install full system backup processes
- Install system support scripts

- Install state specific programs and scripts
- Install state specific data tables
- Assure Message Switch operation
- Disassemble, package, and ship to customer

6. Decision Support Systems (DSS) Implementation Services

We will provide you with implementation of licensed DSS software modules. The implementation will include installation, training, and configuration of DSS modules. The recommended implementation and training shall include:

a) One or more consultative session(s) (onsite) with executive command staff to discuss data needs and information requirements for decision making. You are responsible for ensuring that appropriate command level personnel/decision makers are available for this session.
b) Solution design and review sessions to document and collaboratively analyze tools and dashboards to assist with data needs and decision making as discussed during the consultative session(s). Your sign off will be required on agreed upon requirements of reporting cubes and dashboards.
c) Installation and configuration of DSS software.
d) On-site training session(s) to provide an overview of using each DSS licensed module including basic reporting and dashboard creation and other standard features.
e) Installation of your specific reporting cube(s) and dashboard(s) as agreed upon during solution design and review. Enhanced package includes up to 12 reporting cube(s) or dashboard(s).

Exhibit D
Schedule 2
Data File Conversion Assistance

We will provide conversion assistance to you to help convert the existing data files specified below. If additional files are identified after contract execution, estimates will be provided to you prior to us beginning work on those newly identified files.

General

1. A data conversion analysis and assessment to verify the scope of effort for the project will be conducted. A revised cost estimate for the data conversion may be provided at the conclusion of the assessment. You may elect to cancel or proceed with the conversion effort based on the revised estimate.

2. This conversion effort includes data coming from one data source for each of the files described in the Investment Summary.

2. No data cleansing, consolidation of records, or editing of data will be part of the data conversion effort. Any data cleansing, removal of duplicate records, or editing must take place by you prior to providing the data to us.

Our Responsibilities

1. We will create and provide you with a conversion design document for signoff prior to beginning development work on the data conversion. No conversion programming by us will commence until you approve this document.

2. We will provide the data conversion programs to convert your data from one data source for each of the files described in the Investment Summary to the Tyler Software module for the specified files that contain 500 or more records.

3. As provided in the approved project plan for conversions, we will schedule on-site trips to your location in order to conduct the following:

    a. Conversion Analysis,
    b. Assistance for Mapping and Testing, and
    c. Conversion Go-Live Implementation and Support

    You will be responsible for travel expenses as set forth in the Invoicing and Payment Policy.

4. We will provide you up to three (3) test iterations of converted data. One test iteration consists of:

a. Running a conversion test in your test environment,
b. Your reviewing a conversion test and responding in writing to us (see Client responsibilities paragraph 3 below),
c. We correct or otherwise respond to issues discovered and reported by you,
d. We will conduct internal testing to verify corrections, and
e. The Parties planning for the next test iteration and/or the live implementation.

Client Responsibilities

1. You will extract data from the legacy system to submit to us. Data will be submitted to us in one or more of the following formats:

    a. AS/400 files (SAV files),
    b. Microsoft SQL Server database,
    c. Microsoft Access database,
    d. Microsoft Excel spreadsheet,
    e. Visual Fox Pro database or similar format (.dbf files),
    f. An ASCII-format delimited text file (including embedded column headings and text delimiters), or
    g. An ASCII-format fixed-width file (along with structured column definitions in an electronic format suitable for parsing, such as a spreadsheet or document table).

    Data may be delivered using any common media or data-delivery format such as ¼-inch tape (AS400), Ultrium 1 Tape (AS/400), CD, DVD, USB device, hard drive, or FTP server.

    In the event that you request data extraction assistance from us, data extraction services shall be billed at our then-current rates, according to the Agreement.

2. You will respond to each test iteration in writing, on a form provided by us, either:

    a. Indicating acceptance that the Data Conversion Process is ready for the final conversion, or
    b. Indicating a list of changes that need to be applied to the Data Conversion Process for the next test iteration.

    Up to three (3) test iterations are provided as part of the Data Conversion Process. After the third (3rd) test iteration, you shall pay our then-current flat fee for each additional test iteration. You will promptly review each test iteration when delivered by us. Prompt review by you will reduce the likelihood that a need for additional test iteration(s) may arise due to an extended delay between delivery of a test iteration and its review.

3. A data dictionary (data descriptors) containing all data elements must be provided to us for each file submitted with the media.

4. As provided in the project plan for conversions, you will provide a dedicated resource in each application area to focus on conversion mapping and testing. This includes dedicating a support person(s) whenever our staff is on site regarding conversions. Roughly a one to one ratio exists for your

commitment and our commitment. You understand that thorough and timely testing of the converted data by your personnel is a key part of a successful data conversion.

5. You agree to promptly review and signoff on both the conversion design document, and on the final conversions after appropriate review.

Only one data source for each of the files described in the Investment Summary.

Exhibit D
Schedule 3
Customer Requested Standard Software Enhancements and/or Custom Software

1. Definition

We will provide you requested standard software enhancements and/or custom software services as discussed below. You agree to cooperate in limiting the scope of those modifications and enhancements, as described below.

An analysis and assessment to verify the scope of effort for these services will be conducted. A revised estimate for the enhancements/customizations may be provided at the conclusion of the assessment. You may elect to cancel or proceed with the enhancements/customizations based on the revised estimate.

Capabilities included in the initial scope:

a) Custom Software/Interface(s)

While we will provide reasonable consultation, you are responsible for obtaining technical contacts and/or technical specifications from the third parties involved.

(1) Motorola Premier One CAD/Mobile (one-way):
Tyler Technologies will provide an interface that will import incident data from Motorola CAD to New World Public Safety Law Enforcement Records.

(2) Florida TraCS Ticket (one-way):
Tyler Technologies will provide an interface that will import ticket data from Florida TraCS to the New World Public Safety Ticket Module.

(3) Florida TraCS Accidents (one-way):
Tyler Technologies will provide an interface that will import accident data from Florida TraCS to New World Public Safety Accident module.

(4) JIS Pre-Booking Export (one-way)

Tyler Technologies will provide an interface that will export pre-booking data from New World Public Safety to Justice Information System (JIS).

2. Methodology to Provide Enhancements and/or Custom Software

a) Our Responsibility

As part of our delivery of these services, we will:

(1) Review the required features for the items set forth in paragraph 1, above, with you.

(2) Prepare a Requirements Document (RD) to include:
- Detailed description of the required feature
- menu samples
- screen samples
- report samples

(3) Conduct the programming and programming test.

(4) Provide the associated in-scope training, testing and/or other support services.

For an enhancement or custom software requiring over seven (7) days of services, we will utilize the design document procedure described below. For enhancements or custom software that require less than seven (7) days of services, we will use a Request for Service (RFS) procedure. Both procedures are reviewed with you at a pre-installation planning meeting. The RFS procedure utilizes a form with a narrative description and supporting documentation if applicable to define the work to be done.

b) Design and Development Procedure

	Activity	Targeted Time Period
(1)	We will work with your staff in completing the RD. You agree to be reasonable and flexible in not attempting to design the modifications to be more extensive than called for in the scope (cost and schedule) of this project.	To be determined
(2)	We submit completed RD to you.	To be determined
(3)	You will review and sign off on the RD. Once you sign off on the RD, any subsequent changes must be documented along with the impact on pricing and schedule, if any. No programming will be done by us until the formal sign-off and your authorization to proceed in writing.	To be determined
(4)	We complete programming from RD and provide the associated deliverable to you.	To be determined
(5)	You test software modification based on RD.	To be determined

3. Third Party Responsibilities

a) The third-party will provide a documented API that will allow access to required data via a file transfer, web service, or TCP/IP.

b) We will not be responsible for making any modification in the 3rd party software to support this interface.

c) The third-party will work with us and you to test the interface.

The custom interfaces we agree to deliver to you under this Agreement are set forth in the Investment Summary and further described in the Interface Control Documents (ICD) listed on the following pages.

Interface Control Document (ICD)

Tallahassee, FL

Interface	**Motorola Incident Import**
Direction	Import
Third Party	Motorola CAD
Record Type	Incident
Detailed Description	Tyler Technologies will provide an interface that will import incident data from Motorola CAD to New World Public Safety Law Enforcement Records. The interface will attempt to match the inbound subject and vehicle data with existing records in New World. When a match is not found, a new record will be created. The import of data will be a batch process that will occur at a frequency configurable by the customer. The interface will support one transfer method and format. Data may be transmitted as a file, through a web service, as a TCP message or other agreed upon protocol. The interface will be limited to fields that exist in the New World incident module. No new fields will be added to the database or user screen.
Assumptions	1. The third-party will provide a documented API that will allow access to required data via a file transfer, web service, or TCP/IP. 2. Tyler will not be responsible for making any modification in the 3rd party software to support this interface. 3. The third-party will work with Tyler and the customer to test the interface.

Interface Control Document (ICD)

Tallahassee, FL

Interface	**Florida TraCS e-Ticket Import**
Direction	Import
Third Party	Florida TraCS
Record Type	Global Subject; Global Vehicle; Ticket
Detailed Description	Tyler Technologies will provide an interface that will import ticket data from Florida TraCS to the New World Public Safety Ticket Module. The interface will attempt to match the inbound subject and vehicle data with existing records in New World. When a match is not found, a new record will be created. If a pdf document is included with the data, the document will be attached to the ticket record. The import of data will be a batch process that will occur at a frequency configurable by the customer. The interface will support one transfer method and format. Data may be transmitted as a file, through a web service, as a TCP message or other agreed upon protocol. The interface will be limited to fields that exist in the New World ticket module. No new fields will be added to the database or user screen.
Assumptions	1. The third-party will provide a documented API that will allow access to required data via a file transfer, web service, or TCP/IP. 2. Tyler will not be responsible for making any modification in the 3rd party software to support this interface. 3. The third-party will work with Tyler and the customer to test the interface.

Interface Control Document (ICD)

Tallahassee, FL

Interface	**Florida TraCS Crash Import**
Direction	Import
Third Party	Florida TraCS
Record Type	Accident; Global Subject; Global Vehicle
Detailed Description	Tyler Technologies will provide an interface that will import accident data from Florida TraCS to New World Public Safety Accident module. The interface will attempt to match the inbound subject and vehicle data with existing records in New World. When a match is not found, a new record will be created. If a pdf document is included with the data, the document will be attached to the accident record. The import of data will be a batch process that will occur at a frequency configurable by the customer. The interface will support one transfer method and format. Data may be transmitted as a file, through a web service, as a TCP message or other agreed upon protocol. The interface will be limited to fields that exist in the New World accident module. No new fields will be added to the database or user screen.
Assumptions	1. The third-party will provide a documented API that will allow access to required data via a file transfer, web service, or TCP/IP. 2. Tyler will not be responsible for making any modification in the 3rd party software to support this interface. 3. The third-party will work with Tyler and the customer to test the interface.

Interface Control Document (ICD)

Tallahassee, FL

Interface	**JIS Pre-Booking Export**
Direction	Export
Third Party	Justice Information System (JIS)
Record Type	Pre-Booking
Detailed Description	Tyler Technologies will provide an interface that will export pre-booking data from New World Public Safety to Justice Information System (JIS). The export of data will be a batch process that will occur at a frequency configurable by the customer. The interface will support one transfer method and format. Data may be transmitted as a file, through a web service, as a TCP message or other agreed upon protocol. The interface will be limited to fields that exist in the New World pre-booking module. No new fields will be added to the database or user screen.
Assumptions	1. The third-party will provide a documented API that will allow access to required data via a file transfer, web service, or TCP/IP. 2. Tyler will not be responsible for making any modification in the 3rd party software to support this interface. 3. The third-party will work with Tyler and the customer to test the interface.

COJ
Contract
-to be processed
through OGC

LICENSE AND SERVICES AGREEMENT

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

- **"Affiliated Organization"** means a government entity separate from you, but which will have access to the Tyler Software detailed in Exhibit A and licensed to you under this Agreement. Permissible Affiliated Organizations are listed in Exhibit A. Your authorized representative may request additional government entities be added as Affiliated Organizations at any time by providing written notice to us. An authorized representative is a person with the authority to bind you contractually. Section JI(15) notwithstanding, notice of this request may be by email to your Tyler account representative. Upon our written acceptance of your request, the proposed government entity will become an Affiliated Organization under this Agreement.
- **"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 City of Jacksonville, FL.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions 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.
- **"Escalation Services"** means the process available for service level escalations.
- **"Final Acceptance"** means the complete records management system is operating as warranted in a full production environment with no P1 Events for a period of 30 consecutive days~~and all performance required pursuant to this Agreement is complete and the Client has notified Tyler of their final acceptance of the complete records management system~~.
- **"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 software, products, and services attached as Exhibit A.

Formatted: Highlight

Formatted: Font: +Body (Calibri)

Formatted: Font: +Body (Calibri)

- **"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.
- **"Project Plan"** means the plan, developed by the Parties, that includes, without limitation: a schedule of tasks and milestone dependencies; testing and acceptance protocols; resource requirements to include equipment, materials and facilities.
- **"Service Levels"** means the service levels applicable to all of our customers who have licensed the Tyler Software. A copy of our current Service Levels is attached as Schedule 1 to Exhibit C.
- **"Staffing Plan"** means the plan, developed by the Parties, that includes, without limitation, the specific names and responsibilities of each Parties' respective project team members.
- **"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~~J.
- **"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.
- ~~**"Third Party Services"** means the third party services, if any, identified in the Investment Summary.~~
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation, as successor-in-interest to New World Systems.
- **"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.

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

Formatted: Font: +Body (Calibri)

Formatted: Font: +Body (Calibri)

1.3 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.

1.4 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.

1.5 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.

1.6 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.

Comment [WG1]: Escrow added back to Agreement at JSO's request

Formatted: Highlight

Formatted: Highlight

~~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.~~

~~5.~~4. Affiliated Organizations for the Tyler Software.

~~5.1~~4.1 Access by Affiliated Organizations. We will permit you to grant each Affiliated Organization access to the Tyler Software hosted from your servers. You understand and agree that you are solely responsible for making the Tyler Software available to any Affiliated Organizations, and that we do not warrant, and are not responsible for, the performance of your servers or any Affiliated Organization's access thereto.

~~5.2~~4.2 Application of this Agreement. Each Affiliated Organization must abide by the terms and conditions of this Agreement, and you are responsible for any breach hereof by an Affiliated Organization accessing the Tyler Software hosted from your servers.

~~5.3~~4.3 Termination of Access of an Affiliated Organization. You agree to deny an Affiliated

Formatted: Font: +Body (Calibri)

Formatted: Font: +Body (Calibri)

Organization's access to the Tyler Software upon written notice from us that the applicable Affiliated Organization has violated the terms of this Agreement.

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.

~~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 set forth in the Investment Summary~~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.~~

~~2.~~

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~~costs) required for the project based on our understanding of the specifications you supplied. If ~~additional work is required, or if~~ you ~~use or~~ request in writing additional products or services beyond those set forth in the Investment Summary, 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.~~5. 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, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products. Notwithstanding any statements to the contrary, Tyler agrees, at its sole cost, that their project team members shall be successfully complete appropriate security clearances and protocols for access to Client's technology infrastructure, including, without limitation, CJIS and other required background checks, as such security clearances, protocols and background checks are provided to Tyler by Client on or before the Effective Date of this Agreement.

Formatted: Indent: Left: 0", Outline numbered + Level: 1 + Numbering Style: 1, 2, 3, … + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

Formatted: Highlight

Formatted: Font: +Body (Calibri)

Formatted: Font: +Body (Calibri)

~~7.~~6. 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

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 and deliver 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 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.

Formatted: Font: +Body (Calibri)
Formatted: Font: +Body (Calibri)

2.2 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~~2.3 ~~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. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.~~

~~5.~~3. 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 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~~ thirty (~~15~~30) days of notice of our intent to do so.

SECTION G – TERMINATION

Formatted: Highlight

Formatted: Font: +Body (Calibri)

Formatted: Font: +Body (Calibri)

1. 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). 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. Neither party will be liable, 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 control over its~~give us sole control over the ~~parties will work cooperatively~~ defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense. You may participate in the defense at your sole 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

Formatted: Highlight
Formatted: Highlight
Formatted: Highlight
Formatted: Font: +Body (Calibri)
Formatted: Font: +Body (Calibri)

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 with substantially equivalent functionality 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.

Formatted: Highlight

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 with substantially equivalent functionality 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.

Formatted: Highlight

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**

Formatted: Font: +Body (Calibri)

Formatted: Font: +Body (Calibri)

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 PARTIES ACKNOWLEDGE AND AGREE THAT~~ THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY ~~AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY~~. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS 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 – WARRANTIES

1. 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.

2. 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.

3. Intellectual Rights Warranty. We warrant that we possess the necessary intellectual rights to license to Client the Tyler Software provided hereunder.

4. Third Party Products Warranties.

   a. We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.

   b. 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.

   c. 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.

Formatted

Formatted

Formatted: Font: +Body (Calibri)

Formatted: Font: +Body (Calibri)

5. We warrant that the Tyler Software will be compatible with and will perform as warranted under this Agreement with any Third Party Hardware specified by us in our written Documentation.

Section J – 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, 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, ~~then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then~~ either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

Formatted: Highlight

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.

Formatted: Font: +Body (Calibri)

Formatted: Font: +Body (Calibri)

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 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.

Formatted: Font: +Body (Calibri)

Formatted: Font: +Body (Calibri)

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

17. Confidentiality. ~~Both p~~The 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. Performance Bond. Tyler will secure a performance bond ("Bond") agreeable to both parties within ten (10) business days after execution of this Agreement in the face amount of $^. The cost of the Bond, equal to $^, is based on the total contract dollar amount of this Agreement for an initial term of twenty-four (24) months and is payable in accordance with the terms set forth in Exhibit B. Client acknowledges and agrees that it will be responsible for any increase in Bond premiums during the first two years of the Agreement caused by~~

Formatted: Highlight

Formatted: Highlight

Formatted: Font: +Body (Calibri)

Formatted: Font: +Body (Calibri)

~~Client's election to increase the Agreement and Bond dollar amount. In the event that implementation activities are not complete after the expiration of the initial twenty-four (24) month term, Client may elect to renew or extend the term of the performance bond, and Client shall be solely responsible for providing us with notice and for any additional bond premiums. All bond renewals shall be subject to underwriting or surety approval.~~

22. Socrata Terms and Conditions. Tyler and Client agree to perform and be bound by all covenants, terms, and conditions of the Socrata Terms and Conditions, which are attached hereto as Exhibit G ("Socrata Agreement") with respect to the Socrata Public Safety Analytics software as more particularly described in Exhibit 1 attached hereto, and all such covenants, terms, and conditions are incorporated by reference as if set forth at length herein. If the Agreement terminates so does Client's access to the Socrata Public Safety Analytics software.

23. Staffing Plan. Tyler will provide Client with a proposed Staffing Plan ~~and Proposed Project Plan~~ for Client's review ~~, and approval,~~ within ten (10) days of ~~execution of~~ the Effective Date. Tyler agrees it shall provide dedicated staff to complete the Client's project ~~and that such staff shall be independent of any other Tyler project~~. The Parties will work in good faith to develop a mutually acceptable Staffing Plan. The Staffing Plan shall be consistent with the sample Staffing Plan included in Tyler's proposal. Tyler shall ensure their project team members have successfully completed the appropriate background checks to have access to the Client's facilities and technology system. ~~The Staffing Plan shall only be modified with the City's consent, whose consent will not be unreasonably withheld.~~ Client shall approve the Staffing Plan, including any modifications made thereto. Tyler will make good-faith efforts to maintain its assigned project team members once the Staffing Plan has been finalized. In no event shall any of the Tyler project resources assigned to this project, provide services during the same trip to other agencies in Northwest Florida, in order to avoid a possible conflict with Client's project.

24. Project Plan. Tyler will provide Client with a proposed Project Plan for Client's review, and approval, within ten (10) days of the Effective Date. The Parties will work in good faith effort to develop a mutually acceptable Project Plan. The Project Plan shall be consistent with the sample Project Plan included in Tyler's proposal. ~~The Project Plan shall be implemented to ensure the Client's project is aggressively accomplished and is independent of any other Tyler project. The Project Plan shall only be modified with the City's consent, whose consent will not be unreasonably withheld.~~ Client shall approve the Project Plan, including any modifications made thereto.

25. Order of Precedence. In the event of an inconsistency between any of the provisions of this Agreement and/or any of the Exhibits or documents incorporated by reference, the inconsistency shall be resolved by giving precedence in the following order:
    a. Articles of the Agreement
    b. Exhibits

~~23.~~26. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy

Formatted: List Paragraph,Clean Titles By G,Numbered list 1, No bullets or numbering
Formatted: Highlight
Formatted: Highlight
Formatted: Highlight
Formatted: Highlight
Formatted: Highlight
Formatted: Highlight
Formatted: Indent: Left: 0.5", No bullets or numbering
Formatted: Highlight
Formatted: No bullets or numbering
Formatted
Formatted: Font: +Body (Calibri)
Formatted: Font: +Body (Calibri)

	Schedule 1: Business Travel Policy
Exhibit C	Maintenance and Support Agreement
	Schedule 1: ~~Support Call Process~~Service Levels
	Schedule 2: Escalation Services
Exhibit D	Third Party End User License Agreement(s)
Exhibit E	~~Statement of Work~~INTENTIONALLY LEFT BLANK
	Schedule 1: Implementation and Training Support Services
	Schedule 2: SoftCode Product Suite - Scope of Project - Statement of Work
	Schedule 3: Data File Conversion Assistance
	Schedule 4: Customer Requested Standard Software Enhancement/Modifications And/or Custom Software
Exhibit F	Additional Terms for Brazos ~~Hosted~~ Components
	~~Schedule 1: Service Level Agreement for Brazos Hosted Components~~
	Schedule 2: Support Call Process for Brazos ~~Hosted~~ Components
Exhibit G	Socrata Terms and Conditions
Exhibit H	Additional Terms for SceneDoc Subscription Services
	Schedule 1: Service Level Agreement for SceneDoc Subscription Services
	Schedule 2: Support Call Process for SceneDoc Subscription Services
Exhibit I	Criminal Justice Agency and Contractor/Vendor CJIS Network Agreement
Exhibit J	Statement of Work

Comment [WJ2]: Statement of Work moved to Exhibit J for easier attachment.

Comment [WJ3]: May be deleted depending on whether SceneDoc is on-prem. If this is deleted, insert "Schedule 1: INTENTIONALLY LEFT BLANK"

[SIGNATURE PAGE FOLLOWS]

Formatted: Font: +Body (Calibri)

Formatted: Font: +Body (Calibri)

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.	City of Jacksonville, FL
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____
Address for Notices: Tyler Technologies, Inc. One Tyler Drive Yarmouth, ME 04096 Attention: Chief Legal Officer	Address for Notices: City of Jacksonville 117 W Duval St Jacksonville, FL 32202 Attention: _____

Formatted: Font: +Body (Calibri)

Formatted: Font: +Body (Calibri)

Exhibit A
Investment Summary

The following Investment Summary details the software, products, 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

Formatted: Font: +Body (Calibri)

Formatted: Font: +Body (Calibri)

new world
a tyler public safety solution

Quoted By:	Craig Campbell
Date:	
Quote Expiration:	3/31/2020
Quote Name:	Jacksonville Sheriff Enterprise Records
Quote Number:	2019-27398-19
Quote Description:	RMS. Mobile. Brazos. Softcode

Sales Quotation For
Jacksonville Sheriff
501 E Bay St
Jacksonville , FL 32202-2927
Phone: +1 (904) 630-2363

Tyler Software

Description	License	Discount	License Total	Year One Maintenance
Law Enforcement Records Management System				
New World Enterprise Law Enforcement Records	$300,000	$120,000	$180,000	$37,800
Case Management				
Dynamic Reporting				
Field Interviews				
Impounded Vehicles				
Investigations				
Orders of Protection				
Registered Offenders				
Training				
Wants and Warrants				
Briefing Notes	$6,000	$2,400	$3,600	$756
Equipment and Inventory	$14,000	$5,600	$8,400	$1,764
Gangs	$7,000	$2,800	$4,200	$882
Multi-Server Search	$7,000	$2,800	$4,200	$882
Narcotics	$7,000	$2,800	$4,200	$882
Pawn Shops	$6,000	$2,400	$3,600	$756
Tyler Content Manager (TCM)	$48,000	$0	$48,000	$10,080
Ticket Writer Interface (Supports Brazos)	$0	$0	$0	$0
Citizen Reporting Interface	$15,000	$6,000	$9,000	$1,890
LINX Interface	$15,000	$6,000	$9,000	$1,890
Accurint Crime Analysis Interface	$15,000	$6,000	$9,000	$1,890

Formatted: Font: +Body (Calibri)

Formatted: Font: +Body (Calibri)

NCIC Interface	$125,000	$50,000	$75,000	$15,750
Mobile				
New World Mobile Server	$90,000	$36,000	$54,000	$11,340
MCT Ticket Writer Interface (supports Brazos)	$0	$0	$0	$0
- LE Field Reporting (Federal Standard)	$0	$0	$0	$0
- Field Investigation Field Reporting	$0	$0	$0	$0
- LE Accident Field Reporting	$0	$0	$0	$0
- LE Dispatch/Messaging/State/NCIC	$0	$0	$0	$0
Mobile Site Licensing	$1,522,500	$609,000	$913,500	$191,835
Other Software				
Law Enforcement Records Management Data Mart / Includes 10+ users	$36,000	$14,400	$21,600	$4,536
Brazos				
Device Level Interface: New World Mobile	$0	$0	$0	$0
Interface: Locally Created (Not a CMS Vendor) Court Case Mgmt System	$9,918	$0	$9,918	$2,083
Interface: New World Records Mgmt System	$0	$0	$0	$0
Locally Installed (non-hosted) Brazos Application Server License only	$36,621	$0	$36,621	$7,690
Task: Criminal Trespass Warning	$9,918	$0	$9,918	$2,083
Task: K9 Tracking Module	$9,918	$0	$9,918	$2,083
Brazos Site License	$357,758	$0	$357,758	$75,129
Softcode				
Softcode CivilServe Civil Process System (10)	$99,700	$9,970	$89,730	$20,937
Softcode CivilMobile Client License (access from the field) (30)	$78,750	$7,890	$70,860	$16,538
CivilQuery Server License	$5,000	$500	$4,500	$1,050
CivilQuery Public License	$5,000	$500	$4,500	$1,050
GIS Connector	$9,750	$975	$8,775	$2,048
Sub-Total:	*$2,835,833*	*$886,035*	*$1,949,798*	*$413,624*
Less Discount:	*$886,035*			*$413,624*
Brazos Discount	*$91,388*		*$91,388*	
TOTAL:	**$1,858,410**		**$1,858,410**	**$0**

Annual/SaaS

Description	Quantity	Fee	Discount	Annual
Socrata Public Safety Analytics (includes Citizen Connect)	1	$30,000	$0	$30,000
New World Digital Evidence	400	$450	$90,000	$90,000
New World Scene Collect	400	$200	$40,000	$40,000
MOD: Spatial Mapping Report and GeoLocation	1	$1,500	$0	$1,500

Formatted: Font: +Body (Calibri)

Formatted: Font: +Body (Calibri)

TOTAL: **$161,500**

Services

Description	Quantity	Unit Price	Discount	Total
Project Management	1	$114,560	$0	$114,560
Standard System Assurance and Software Installation (2 environments)	1	$9,280	$0	$9,280
GIS Implementation (1 county)	1	$22,620	$0	$22,620
NCIC Installation	1	$21,025	$0	$21,025
Decision Support Software Implementation	1	$4,350	$0	$4,350
Ticket Writer Interface (Supports Brazos) Installation	1	$2,320	$0	$2,320
Citizen Reporting Interface Installation	1	$2,320	$0	$2,320
LINX Interface Installation	1	$5,800	$0	$5,800
Accurint Crime Analysis Interface Install	1	$5,800	$0	$5,800
ENT LERMS Configuration	1	$8,700	$0	$8,700
ENT LERMS Training (includes 10 trainers ea.)	10	$4,350	$0	$43,500
ENT LERMS Go-Live (standard)	1	$17,400	$0	$17,400
Law Enforcement Field Based Reporting Configuration	1	$10,150	$0	$10,150
Law Enforcement Field Based Reporting Training (includes 10 trainers ea.)	10	$4,350	$0	$43,500
Law Enforcement Field Based Reporting Go-Live	1	$13,050	$0	$13,050
Advanced Field Reporting Configuration	5	$5,800	$0	$29,000
Custom Interface to Inmate Inquiry (one-way)	1	$16,800	$0	$16,800
Custom Interface to ATIMS (one-way)	1	$16,800	$0	$16,800
Custom Interface to JPICS (one-way)	1	$19,200	$0	$19,200
Custom Interface to Premier One CAD (one-way)	1	$28,800	$0	$28,800
Custom Interface to BWI (one-way)	1	$16,800	$0	$16,800
Custom Interface to Premier One CAD (one-way)	1	$14,400	$0	$14,400
Custom Interface to IAPro (one-way)	1	$16,800	$0	$16,800
Custom Interface to PadTRAX Evidence (two-way)	1	$25,600	$0	$25,600
Custom Interface to eWarrants (two-way)	1	$38,400	$0	$38,400
Brazos Set Up & Config	1	$41,250	$0	$41,250
Brazos Project Mgmt (plus per diem as needed if not remote)	9	$1,000	$0	$9,000
Brazos Training	5	$2,000	$0	$10,000
Set Up and Config for Additional Agencies	4	$6,500	$0	$26,000
Brazos Set-Up & Configuration - HANDHELD	1	$0	$0	$0
Brazos Set-Up & Configuration - TABLET	1	$0	$0	$0
Socrata Implementation Services	1	$1,160	$0	$1,160
Softcode Business Analysis and Process Planning	1	$8,160	$816	$7,344
Softcode Configuration and Deployment	1	$6,552	$655	$5,897

Formatted: Font: +Body (Calibri)

Formatted: Font: +Body (Calibri)

Softcode Personalization & Report Customization	1	$7,280	$728	$6,552
Softcode Project Management	1	$16,320	$1,632	$14,688
Softcode Site Visit	1	$1,632	$163	$1,469
Softcode Training	1	$13,500	$1,350	$12,150
Softcode Travel and Living Expenses	1	$5,345	$0	$5,345
Conversions				$76,000
ENT LERMS Additional Modules				$6,090
TOTAL:				$769,920

Third Party Hardware, Software and Services

Description	Quantity	Unit Price	Total	Unit Maintenance	Year One Maintenance
Diagramming Software (Scene PD) Site License (includes 1st yr maintenance)	1	$152,500	$152,500	$0	$0
Red Hat Enterprise Linux Server (3-year subscription)	1	$2,500	$2,500	$0	$0
Source Code Escrow / Setup Fee	1	$3,000	$3,000	$1,000	$1,000
3rd Party Hardware Sub-Total:			*$0*		*$0*
3rd Party Software Sub-Total:			*$158,000*		*$1,000*
Less Discount:					*$1,000*
TOTAL:			$158,000		$0

Summary	One Time Fees	Recurring Fees
Total Tyler Software	$1,858,410	$413,624
Total Annual Fees		$161,500
Total Tyler Services	$769,920	
Total Other Costs	$0	
Total Third Party Hardware, Software and Services	$158,000	$1,000
Travel and Living Expenses	$100,000	
Summary Total	**$2,886,330**	**$576,124**

Detailed Breakdown of Conversions (Included in Summary Total)

Description	Quantity	Unit Price	Discount	Total
Law Enforcement Records Management System				
Property Conversion (One Source)	1	$7,500	$0	$7,500
Law Enforcement Records Management Conversion (One Source) Including: Cases, Incidents for Cases; Arrests; Tickets; and Warrants	1	$18,750	$0	$18,750
Career Criminal Registry Conversion	1	$3,750	$0	$3,750
Law Enforcement External Documents	1	$3,750	$0	$3,750

Formatted: Font: +Body (Calibri)

Formatted: Font: +Body (Calibri)

Field Investigations Conversion	1	$3,750	$0	$3,750
Vehicle Impound Conversion	1	$3,750	$0	$3,750
Orders of Protection Conversion	1	$3,750	$0	$3,750
Pawn Shop Transactions Conversion	1	$3,750	$0	$3,750
Data File Conversion				
Data Conversion Analysis and Assessment	1	$4,000	$0	$4,000
Base Conversion (One Source); Master Files including Master Name (Jackets); Addresses; and Narratives / Includes one source of data. Does not include everything the Name is linked to (e.g. tickets, arrests, etc.)	1	$17,000	$0	$17,000
Address Re-Verification	1	$6,250	$0	$6,250
TOTAL:				**$76,000**

Formatted: Font: +Body (Calibri)

Formatted: Font: +Body (Calibri)

Assumptions

Personal Computers must meet the minimum hardware requirements for New World products. Microsoft Windows 7/8.1/10 32/64 bit or later is required for all client machines. Windows Server 2012/2016 and SQL Server 2012/2014/2016 are required for the Application and Database Server(s).

New World product requires Microsoft Windows Server 2012/2016 and SQL Server 2012/2016, including required Client Access Licenses (CALs) for applicable Microsoft products Servers must meet minimum hardware requirements provided by Tyler. The supported Microsoft operating system and SQL versions are specific to Tyler's release versions.

New World product requires Microsoft Excel (2013/365 or newer Standard or Professional edition) or Windows Search 4.0 for document searching functionality; Microsoft Word (2013/365 or newer Standard or Professional edition) is required on the application server for report formatting

Tyler recommends a 100/1000MB (GB) Ethernet network for the local area network. Wide area network requirements vary based on system configuration, Tyler will provide further consultation for this environment.

Does not include servers, workstations, or any required third-party hardware or software unless specified in this Investment Summary. Client is responsible for any third-party support.

Licensed Software, and third-party software embedded therein, if any, will be delivered in a machine readable form to Client via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.

Tyler's GIS implementation services are to assist the Client in preparing the required GIS data for use with the Licensed New World Software. Depending upon the Licensed Software the Client at a minimum will be required to provide an accurate street centerline layer and the appropriate polygon layers needed for Unit Recommendations and Run Cards in an industry standard Esri file format (Personal Geodatabase, File Geodatabase, Shape Files). Client is responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. If necessary Tyler will assist Client in creating the necessary polygon layers (Police Beats, EMS Districts and Fire Quadrants) for Unit Recommendations and Run Cards. Tyler is not responsible for the accuracy of or any ongoing maintenance of the GIS data used within the Licensed New World Software.

Client is responsible for any ongoing annual maintenance on third-party products, and is advised to contact the third-party vendor to ensure understanding of and compliance with all maintenance requirements

All Tyler Clients are required to use Esri's ArcGIS Suite to maintain GIS data. All maintenance, training and ongoing support of this product will be contracted with and conducted by Esri. Maintenance for Esri's ArcGIS suite of products that are used for maintaining Client's GIS data will be contracted by Client separately with Esri.

When Custom interface is included, Custom interface will be operational with existing third-party software. Any subsequent changes to third-party applications may require additional services.

When State/NCIC is included, Client is responsible for obtaining the necessary State approval and any non-Tyler hardware and software. Includes state-specific standard forms developed by Tyler. Additional forms can be provided for an additional fee.

Configuration and end user training for Decision Support Software to occur after Client has been live for 3 months or longer on an application. Classes are limited to 10 trainees maximum; service and travel costs will be incurred for additional classes.

Formatted: Font: +Body (Calibri)

Formatted: Font: +Body (Calibri)

Assumptions

New World Virtual Message Switch (VMS) requires Red Hat Enterprise Linux Operating System Ver. 7 with an active Red Hat Standard Subscription Support Agreement. Virtual machine specifications must meet minimum requirements provided by Tyler. Supported Tyler Public Safety releases include 10.2 SP13 (or higher), 2017.1, 2017.2 and 2018.1 (or higher).

Other than for Mobile Software, a Workstation License for up to 4,200 workstations is included for the Licensed Standard Software. The Workstation License includes the following agencies as authorized users:

- Jacksonville Sheriff's Office
- Atlantic Beach Police Department
- Jacksonville Beach Police Department
- Neptune Beach Police Department
- Duval County School Police
- University of North Florida Police
- State Attorney's Office, 4th Judicial Court
- Jacksonville International Airport Police

The Mobile Site License includes unlimited licensing for the mentioned Mobile Software in the Investment Summary. It does not include Unlimited Licensing for Third Party Products

Setup and configuration (Parent) for Jacksonville Sheriff's Office
eCitation Site License NOT to exceed 1,700 devices, additional Setup & Configuration for the following agencies: Jacksonville BeachPolice Department, Atlantic Beach Police Department, University of North Florida Police Department, and Jacksonville AirportPolice Department accessing Jacksonville Sheriff's Office site license up to a total of 1,700 licenses.

Includes setup & configuration for Windows, Android, and iOS.

Includes one RMS Interface - New World
Includes one CMS interface

Includes K9 Module, functionality and description needed
Includes Trespass Module
Includes Sexting Warning, Curfew Violation, and Camping Warning within eCitation. If business rules require additionalfunctionality additional task(s) may need to be added for additional fee(s)

Does not include devices, server hardware, nor printers

Formatted: Font: +Body (Calibri)

Formatted: Font: +Body (Calibri)

Assumptions and Notes

Project Assumptions

softcode
a tyler courts & justice solution

Proposal Valid for 180 days

Project Management, Schedule, etc.

The project management services included in this proposal assume the project duration and project manager dedication listed on the Professional Services cost summary.

Data Conversion

Data conversion is not included as part of this quote.

Equipment

The Client will provide all servers, hardware, workstations, and peripheral equipment including scanners, barcode readers and printers. Server operating system, database licenses, and other Third Party Software required to run applications will be provided by the County

Client is reponsible for ensuring that all hardware meets minumum hardware and software requirements provided by Tyler.

Implementation Assumptions

Configuration, Training, and Go-Live Assistance

This proposal includes a specific amount of training time. Training will be performed in a classroom setting using facilities and equipment provided by client such that each participant can have hands-on access to a computer workstation during training. Training classes will have no more than 10 participants per instructor. Training is conducted during normal business hours.

Training days include an amount of time for on-site go-live assistance. Additional on-site training and assistance can be purchased at Tyler's then current rate.

Formatted: Font: +Body (Calibri)

Formatted: Font: +Body (Calibri)

Exhibit B
Invoicing and Payment Policy

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

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

1. Tyler Software and Professional Services.

~~1.1 *License Fees:* License fees will be invoiced 100% on the~~and the Tyler Software is completely installedEffective Date.

1.1 Tyler Software license fees will be invoiced in the following increments:

- 25% on the ~~Effective Date~~date of the Project Start-Up Call
- 50% upon completion of Step 4b, Install Standard Solution
- 25% upon completion of Step 7a, End User Training

1.2 *Maintenance and Support Fees (including Esri and Embedded Third Party Software)*: ~~Year 1~~Initial maintenance and support fees are waived ~~one~~ nineteen (19) ~~year~~ months from the Effective Date. Year 2 maintenance and support fees, at the rate listed in the Investment Summary, are payable ~~one~~ nineteen (19) months ~~year~~ from the Effective Date. Subsequent maintenance and support fees, at our then-current rates, are invoiced annually in advance of each anniversary thereof. Your fees for Years 3 through 6 are set forth in the chart below. If the parties mutually agree to renew beyond the initial term set forth in Exhibit C ("Initial Term"), then, beginning in year 7, your maintenance and support fees will be at our then current rates.

~~1.2~~

Period During the Initial Term	Maintenance and Support Fees
Effective Date through Nineteen (19) Months	$0
Year 2	$413,674
Year 3	$426,033
Year 4	$438,814
Year 5	$451,978
Year 6	$465,537

1.3 ~~*Subscription Fees:* Your initial 3-year subscription fees for RedHat, as identified in Exhibit 1, will be invoiced when we make the product available to you. S~~Beginning in Year 4, subsequent subscription fees for Red Hat are renewable directly through Red Hat Support (renewals@redhat.com).

2. Professional Services.

Formatted: Highlight
Formatted: Font: Bold
Formatted: Font: Bold
Formatted: Bulleted + Level: 1 + Aligned at: 0.75" + Indent at: 1"
Formatted: Font: (Default) +Body (Calibri), 11 pt, Bold
Formatted: Font: (Default) +Body (Calibri), 11 pt
Formatted: Indent: Left: 0.75", No bullets or numbering
Formatted: Font: Bold
Formatted: Centered
Formatted Table
Formatted: Font: Bold
Formatted: Centered
Formatted: Centered
Formatted: Centered
Formatted: Centered
Formatted: Centered
Formatted: Centered

2.1 *Implementation and Other Professional Services (including training)*: Effective Date or on November 1, 2020, whichever occurs last Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

Formatted: Highlight

2.2 *Conversions*: Fixed-fee conversions are invoiced upon Final Acceptance as defined in the Agreement or October 1, 2021, whichever shall occur last. 50% upon acceptance of the Conversion Analysis Document, and 50% upon initial delivery of 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.

Formatted: Indent: Left: 0.75", No bullets or numbering

2.3

2.4 *Requested Custom Software Interfaces, and*: Requested custom software interfaces are invoiced upon Final Acceptance as defined in the Agreement or October 1, 2021, whichever shall occur last. 100% upon initial delivery of the interface.

2.5

Other Fixed Price Services: Except as otherwise provided, 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. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the tenth day of the month immediately following initiation of project planning. will be invoiced in the following intervals:

- 5% upon completion of Step 3d, Approve Project Plan
- 10% upon completion of Step 4d, Install Standard Solution
- 10% upon completion of Step 5D, Configure Standard Interfaces
- 10% upon completion of Step 5e, Data Conv Dev, Map and Test
- 10% upon completion of Step 6c, Conduct Final DC Test Run
- 20% upon completion of 7a, End User Training
- 35% upon completion of Step 8b, Go Live

Formatted: Font: (Default) +Body (Calibri), 11 pt

2.6

Formatted: Font: (Default) +Body (Calibri), 11 pt

Formatted: Normal, No bullets or numbering

2.7 SoftCode Professional Services will be invoiced based on the following milestones:

Site Visit (10%)
Installation of Software (10%)
Delivery of Training Database (40%)
Training Completed (30%)
Commencement of Operational Use (10%).

2.8 Socrata Implementation fixed price services as set forth in the Investment Summary will be invoiced upon complete delivery of the service.

3. Other Services and Fees.

3.1 *Performance Bond*: We will invoice you the fees for the performance bond, set forth in the Investment Summary, within ten (10) days of the Effective Date.

3.2 *Brazos Hosting Fees*: Hosting fees for the Brazos software are invoiced annually in advance, beginning on the Effective Date. Year 1 fees are at the rates set forth in the Investment Summary.

Formatted: Indent: Left: 0.75", No bullets or numbering

~~Subsequent annual fees will be at our then-current rates.~~

~~3.3~~3.1 Socrata annual SaaS fees as set forth in the Investment Summary prorated for the initial term of the Socrata Agreement as set forth in Section F(1) of Exhibit G, will be invoiced on the ~~Amendment Effective Date~~first date we make the SaaS Services available to you and again every twelve months thereafter at our then-current prices.

~~3.4~~3.2 SceneDoc SaaS Fees are invoiced on an annual basis, in a prorated amount, beginning on the commencement of the initial term as set forth in Section 2.7 of Exhibit ~~2~~ H of this ~~Amendment~~Agreement. Your annual SaaS fees for the initial prorated term are set forth in the ~~Amendment~~ Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be invoiced annually in advance at our then-current rates.

4. Third Party Products.

4.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced ~~when we make it available to you for downloading~~50% when we order the Third Part Software and 50% when we deliver the Third Party Software to you.

4.2 *Third Party Software Maintenance (excluding Esri and Embedded Third Party Software)*: The first year maintenance fees for the Third Party Software, if any, is invoiced when we make that Third Party Software available to you for downloading.

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

~~4.4 *Third Party Services:* Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.~~

~~5.~~ Expenses. The service rates in the Investment Summary do not include travel expenses~~ for Tyler delivered services~~. 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.

Formatted: Indent: Left: 0.5", No bullets or numbering

Formatted: Highlight

Formatted: Highlight

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

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

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

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

   B. Baggage Fees

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

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

   Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

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

C. Public Transportation

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

D. Parking & Tolls

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

3. Lodging

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

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

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

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO,

and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

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

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

Departure Day

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

Return Day

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

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

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

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

B. Same Day Travel

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

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

5. Internet Access – Hotels and Airports

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

6. International Travel

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

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

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

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

Exhibit C
Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. Term. We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date, and remains in effect for ~~one~~ nineteen (19) ~~year~~months and continues for five (5) consecutive years. ~~The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.~~ The term may renew for additional one (1) year terms upon mutual agreement of the parties. Client may indicate its agreement to renew by timely payment of a renewal invoice issued by Tyler.

2. Maintenance and Support Fees. Your ~~year 1~~initial maintenance and support fees are waived for nineteen (19) months from the Effective Date. Your year 2 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.

3. Maintenance and Support Services. As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:

   3.1 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); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;

   ~~3.2~~ provide telephone support during our established support hours, currently Monday through Friday from 8:00 a.m. to 9:00 p.m. (Eastern Time Zone) and for the initial two year period following Effective Date, Emergency 24-hours per day, 7 days per week, telephone support for New World Public Safety, Brazos and SceneDoc applications at no additional charge. After 9:00 p.m. and on weekends, the phone support will be provided via pager and a support representative will respond to service calls within 30 minutes of call initiation.;

   ~~3.3~~3.2 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;

   ~~3.4~~3.3 provide you with a copy of all major and minor releases to the Tyler Software (including updates

Formatted: Font: (Default) +Body (Calibri), 11 pt

and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

3.4 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

3.5 ensure that Tyler Software complies with applicable Criminal Justice Information Services (CJIS) security requirements and Florida Department of Law Enforcement (FDLE) reporting requirements. To the extent compliance requires a modification to the Tyler software, Tyler will provide that modification according to the provisions set forth in this Exhibit C; and

4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and 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 a VPN for backup connectivity purposes.

Formatted: Highlight

Comment [WG4]: This statement was struck from Tallahassee contract. Tyler provided CJIS Certificate for our Bomgar appliance secure connection that has been approved by FDLE. Defer to JSO if they want this sentence put back in.

Formatted: Highlight

5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

   In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

   (a) All infrastructure executing Tyler Software shall be managed by you;
   (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
   (c) You will perform daily database backups and verify that those backups are successful.

6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support 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.

7. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1.

Exhibit C
Schedule 1
~~Support Call Process~~

~~If, after you have cut over to live production use of the Tyler Software, you believe that the Tyler Software is Defective, as "Defect" is defined in the Agreement, then you will notify us by phone, in writing, by email, or through the support website. Please reference http://www.tylertech.com/client-support for information on how to use these various means of contact.~~

~~Documented examples of the claimed Defect must accompany each notice. We will review the documented notice and when there is a Defect, we shall resolve it at no additional cost to you beyond your then-current maintenance and support fees.~~

~~In receiving and responding to Defect notices and other support calls, we will follow the priority categorizations below. These categories are assigned based on your determination of the severity of the Defect and our reasonable analysis. If you believe a priority categorization needs to be updated, you may contact us again, via the same methods outlined above, to request the change.~~

~~In each instance of a Priority 1 or 2 Defect, prior to final Defect correction, the support team may offer you workaround solutions, including patches, configuration changes, and operational adjustments, or may recommend that you revert back to the prior version the Tyler Software pending Defect correction.~~

~~(a) **Priority 1:** *A Defect that renders the Tyler Software inoperative; or causes the Tyler Software to fail catastrophically.*~~

~~After initial assessment of the Priority 1 Defect, if required, we shall assign a qualified product technical specialist(s) within one business (1) hour. The technical specialist(s) will then work to diagnose the Defect and to correct the Defect, providing ongoing communication to you concerning the status of the correction until the Tyler Software is operational without Priority 1 defect.~~

~~The goal for correcting a Priority 1 Defect is 24 hours or less.~~

~~(b) **Priority 2:** *A Defect that substantially degrades the performance of the Tyler Software, but does not prohibit your use of the Tyler Software.*~~

~~We shall assign a qualified product technical specialist(s) within four (4) business hours of our receipt of your notice. The product technical specialist will then work to diagnose and correct the Defect. We shall work diligently to make the correction, and shall provide ongoing communication to you concerning the status of the correction until the Tyler Software is operational without Priority 2 Defect.~~

~~The goal for correcting a Priority 2 event is to include a correction in the next Tyler Software release.~~

~~(c) Priority 3: *A Defect which causes only a minor impact on the use of the Tyler Software.*~~

~~We may include a correction in subsequent Tyler Software releases.~~

Service Levels

1. DEFINITIONS

1.1 Metric-Related Terms

(a) "Actual Uptime" means the aggregate number of hours in any calendar month during which a system or service (and associated tools and processes) are Available for Use.

(b) "Availability" means, for a calendar month, the extent to which a system or service (and associated tools and processes) is actually Available for Use in accordance with normal operations. Availability shall be expressed as a percentage, by subtracting any scheduled downtime for the month (i.e., scheduled maintenance windows agreed in the Agreement or otherwise scheduled with Client's approval) from the aggregate total Scheduled Uptime in such month, and expressing the result as a percentage of the Actual Uptime for such month (i.e., Availability % = Actual Uptime / (total Scheduled Uptime – scheduled downtime) *100).

(c) "Available for Use" shall mean the ability of equipment, software, services and data, which comprise a system or are used to provide the Services, and for which the Tyler is responsible, to be utilized in accordance with normal operations (including applicable equipment and software specifications, requirements, and committed levels of service) and without degradation of performance. Without limiting the generality of the foregoing, for Tyler's service desk to be Available for Use, it must be able to receive telephone calls and e-mails from Client, and answer and log the same, and Tyler 's tools associated with its service desk (either used by the desk or by users for self help, including an incident logging portal must be available to the corresponding users in accordance with normal operations.

(d) "Resolution Time" means the elapsed time between (i) the earlier of the moment that a P1 Event, P2 Event or P3 Event is reported to Tyler (e.g., through automatic notification, a contact to the service desk, or other form of communication agreed by the Parties) or the moment that Tyler otherwise becomes aware of the same, and (ii) the moment that the affected components of the System, Services or data are restored to normal operations in accordance with applicable Service Levels and specifications, or Tyler implements a reasonable workaround, such that a user or users of the System or Services incur(s) no more than an insignificant degradation of use that does not affect such user or users' ability to perform their work, and the corresponding incident ticket is updated to reflect that such event has been resolved. A ticket associated with a particular P1 Event or P2 Event shall not be closed until the user reporting it, or other appropriate Client-designated personnel, agrees that such ticket may be closed, or if the user is unavailable, Tyler has provided notification to the end user by following an agreed notification process.

(e) "Response Time" means the elapsed time between (i) the earlier of the moment that a P1 Event, P2 Event or P3 Event is reported to Tyler (e.g., through automatic notification, a contact to the service desk, or other form of communication agreed by the Parties) or

the moment that Tyler otherwise becomes aware of the same, and (ii) notification of acknowledgement to the applicable Client contact, and the commencement of resolution or fulfillment efforts by the group responsible for resolution or fulfillment (e.g., commencement of remote diagnostic activity, or, in the case of problems or requests that are not within the scope of the Services, the handoff of resolution efforts to the appropriate Client or third party personnel). Mere scheduling of resolution or fulfillment efforts shall not be deemed to be "commencement of resolution or fulfillment efforts".

(f) "Scheduled Uptime" means the time during which a system or service are scheduled to be Available for Use during a calendar month.

(g) "Speed of Answer Time" means, for any inquiry, problem, service request, or contact similar to any of the preceding that relates to the System or Services and that is submitted to Tyler 's service desk during a calendar month, the elapsed time between (i) the caller's selection of the option on the voice response unit to speak to a service desk agent, and (ii) the moment that such call is answered by a live agent responsible for incident or service request management efforts.

1.2 Severity Level Definitions

Severity Level	Definition
P1 Event (P1)	A Deficiency that renders the System inoperative, causes the System to fail catastrophically, or materially degrades the System. Examples of P1 Events include: • System is down, users cannot login or any key module (cases, global searching, creation of field reports) is non-functional; • Field Reports not merging to Records for processing; • IBR/UCR Reporting, or Submission, is Down/Non-Functional; • NCIC is not functional; and • System performance (slowness) is degraded to a point where users are at a work stoppage or significant impairment to doing their jobs.
P2 Event (P2)	A Deficiency that significantly degrades the performance of the System but does not prohibit Client's use of the System. Examples of P2 Events include: • Error returned in a clear call search that prevents results from returning as expected; • State/NCIC queries are not working properly; • Dispatcher gets an error clearing a call but does not prevent the call from clearing (high traffic area); and • Paging or tones are not going out consistently.
P3 Event (P3)	A Deficiency that causes only a minor impact on the use of the System.

2. SERVICE LEVEL METRICS

All Service Levels shall be measured on a calendar month basis unless otherwise expressly provided below.

Service Level Metric	Service Level	Scheduled Uptime	Measurement Tool or Process	Special Terms
Service Desk Availability	Availability of Tyler's service desk (including associated personnel, tools and processes) to receive contacts from Client (via phone, 24x7 service, and such other means agreed by the Parties) during each calendar month shall be greater than or equal to 100.00%.	• 8:00 a.m. - 9:00 p.m. ET weekdays (excluding holidays) for the Tyler - Licensed Materials set forth in Section 1.4(b) of Exhibit A-1 of Schedule A, unless Client procures the option referenced in Section 7.1 of Schedule C; and • 24 x 7 otherwise	• Support center monitoring software displayed throughout center (e.g., calls waiting (if any), calls offered, calls abandoned, calls handled, percentage of calls answered before 2 minutes, agent availability). Statistics are displayed by application call queue and by agent. • Phone system reporting tool with metric based reports (e.g., by agent, by time period, by call queue) • 24 x 7 reporting through answering service (e.g., by call, by time period including time to answer and calls patched directly)	Tyler shall have 3 permitted shortfalls of this Service Level during each 5-year period commencing on the first Services Commencement Date for Maintenance Services, with each shortfall allowing a level of performance of not lower than 98.33% Availability for the corresponding month.
Service Desk Speed of Answer	(a) At least 80.00% of Speed of Answer Times during each calendar month shall be less than or equal to 2.0 minutes; and (b) 100.00% of Speed of Answer Times during each calendar month shall be less than or equal to 5.0 minutes.	N/A	• Support center monitoring software displayed throughout center (e.g., calls waiting (if any), calls offered, calls abandoned, calls handled, percentage of calls answered before 2 minutes, agent availability). Statistics are displayed by application call queue and by agent. • Phone system reporting tool with metric based reports (e.g., by agent, by time period, by call queue).	
Response Time	For calls to Tyler's service desk: (a) All Response Times for P1 Events shall be less than or equal to 30.0 minutes; (b) All Response Times for P2 Events shall be less than or equal to 2.0 hours; and (c) All Response Times for P3 Events shall be less than or equal to 4.0 hours; and For portal submissions: All Response Times for P3 Events shall be less than or equal to 48.0 hours.	N/A	Support Center tracking system, which includes reporting by issue aging. Regular monitoring by Tyler supervisors to ensure response and resolution.	Tyler strongly encourages Client to use its service desk, rather than its customer portal, to report any P1 Event or P2 Event.
Resolution Time (code changes to Tyler - Licensed Materials not required)*	(a) At least 98.00% of Resolution Times for P1 Events shall be less than or equal to 4.0 hours; (b) At least 99.00% of Resolution Times for P2 Events shall be less than or equal to 8.0 hours; and (c) At least 75.00% of Resolution Times for P3 Events shall be less than or equal to 12.0 hours.	N/A	Support Center tracking system, which includes reporting by issue aging. Regular monitoring by Tyler supervisors to ensure response and resolution.	For P1 Events, Tyler will work with Client continuously until resolution is reached.
Resolution Time (code changes to Tyler - Licensed Materials required)*	(a) At least 95.00% of Resolution Times for P1 Events shall be less than or equal to 24.0 hours. (b) At least 70.00% of Resolution Times for P2 Events shall be delivered in the next available New Release (Hot Fix or Service Pack); and (c) At least 60.00% of Resolution Times for P3 Events shall be delivered in the next Major New Release.	N/A	Support Center tracking system, which includes reporting by issue aging. Regular monitoring by Tyler supervisors to ensure response and resolution.	For P1 Events, Tyler will work with Client continuously until resolution is reached.
System Availability	Availability of the System shall be 99.98%.	24 x 7	Health monitoring capabilities within the Tyler - Licensed Materials (i.e., native application monitoring).	Outages due to planned maintenance may require virtual machine(s) comprising the operating infrastructure to be restarted, resulting in a brief outage of 5 minutes or less. Any such outages for planned maintenance will permit users to work in offline mode, and will be scheduled in advance by the Parties. Tyler's future product roadmap will introduce advanced application redundancy and load balancing.

					capabilities to minimize/eliminate downtime due to planned/unplanned maintenance
System Performance	(a) 90.00% of "Call for Service" transactions executed by call takers or dispatchers will complete (i.e., from the moment the transaction is executed via a key or click by the user, to the moment when their screen is refreshed reflecting the completed function) in 3.0 seconds or less (delays from 3rd party applications such as NCIC/ECIC, Deccan, and Station Alerting are excluded); and (b) 90.00% of RMS transactions (such as unit status, car-to-car messaging, clear call, self dispatch, etc.) executed by mobile and operators will complete (i.e., from the moment the transaction is executed via a key or click by the user, to the moment when their screen is refreshed reflecting the completed function) in 10.0 seconds or less.	N/A	Health monitoring capabilities within the Tyler Licensed Material (i.e., native application monitoring).	Delays caused by ECIC, wireless carriers or network latency greater than the following parameters are excluded from this system performance service level: (a) For RMS client workstations: 100 Mbit/s LAN latency; (b) for servers, 1 Gbit/s LAN latency, and (c) for SAN storage, 10 Gbit/s (e.g., iSCSI or fiber channel)	

* In cases where such a Service Level specifies a percentage less than 100.00%, if the Service Level is not achieved and all but one P1 Event, P2 Event or P3 Event being measured during the measurement period has complied with the defined Service Level requirements, then that one event will be ignored for purposes of Service Level measurement, and the Service Level will be deemed met for that measurement period.

Exhibit C
Schedule 2
Escalation Processes

Client-Facing Escalation Process

Client may contact the following resources for management level issue resolution escalation:

a) **Director of Support Services**
b) **Vice President of Client Success**
c) **Senior Vice President/COO**

Tyler-Internal Escalation Process

Tyler's internal escalation process applicable to P1 and P2 Events is as follows:

0 Hours	Initial report of the issue comes into support via phone during regular business hours or to our 24x7 after hour emergency support team. The specialist reviews the issue and quickly determines if they can restore service quickly.	Software Support Specialist
30 Minutes or Less	If the system is not restored within the first 30 minutes of the initial reported call, the case is escalated to Tyler's L3 engineering team for review and management in support is notified.	Software Support Specialist; Software Support Analyst - (L3 Team); Application Team Lead; Support Manager
2 Hours	If the L3 team analyst is unable to restore service or identify a suitable workaround within a two hour period, an emergency escalation takes place to our development management team for assistance. All of support management, client success management and development are notified up to the executive level.	Software Support Specialist; Software Support Analyst - (L3 Team); Application Team Lead; Support Manager; Development Managers; Director of Support Services; VP of Client Success, VP of Technology
4 Hours – Resolution or Workaround is Met	If there is no suitable workaround or resolution to the issue within 4 hours, the development management team and support services teams will continue to engage other resources both internally and outside of Tyler (e.g., VM Ware, Microsoft, ESRI) as needed until resolution or suitable workaround is in place.	Software Support Specialist; Software Support Analyst - (L3 Team), Application Team Lead; Support Manager; Development Manager; Director of Support Services; VP of Client Success; VP of Development; Sr. VP of Operations

Tyler's internal escalation process applicable to P2 Events is as follows:

Formatted: Highlight

Critical	Action	Owner

Formatted: Highlight

Escalation		
0-2 Hours (Phone Reported) 0-48 Hours (Portal Reported)	Initial report of the issue comes into support via phone during business hours or is sent in by the client via the online client portal. Response time for portal submissions is same day/next day on average. We request phone use for any Severe or Critical issues for the fastest response. During the initial review of the issue, application specialist works diligently to determine if there is any immediate change that would fix or alleviate the issue (workaround) or if the issue is a defect (code change required in the software).	Software Support Specialist
1 – 4 Hours (Phone)	If the issue does not have a resolution, suitable workaround or confirmation of a defect found within 60 minutes of the initial reported phone call, the case is escalated to subject matter experts to assist on the call. Analysts work with the specialists to find a solution, suitable workaround or confirm a defect is present.	Software Support Specialist; Software Support Analyst - Application Team Lead
4-8 Hours (Phone)	If the subject matter analyst is unable to provide a resolution or identify a suitable workaround within the same business day (4-8 hours) a priority escalation may occur depending on the severity of the P2 issue. That escalation may involve engaging other specialty resources outside of support.	Software Support Specialist; Software Support Analyst - Application Team Lead; Support Manager; Development Managers;
Defect Identified Requiring Code Change	A correction to the issue is reviewed and coordinated for a next available release. Note that an escalated case may be coordinated sooner depending on severity of the issue and nature of the correction in the code.	Development Manager; Client Success Executive or CSAM; Project Manager (if applicable)

Formatted: Highlight

Formatted: Highlight

Formatted: Highlight

Formatted: Highlight

Exhibit D
Third Party End User License Agreement

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

END USER LICENSE AGREEMENT
RED HAT® ENTERPRISE LINUX® AND RED HAT APPLICATIONS

PLEASE READ THIS END USER LICENSE AGREEMENT CAREFULLY BEFORE USING SOFTWARE FROM RED HAT. BY USING RED HAT SOFTWARE, YOU SIGNIFY YOUR ASSENT TO AND ACCEPTANCE OF THIS END USER LICENSE AGREEMENT AND ACKNOWLEDGE YOU HAVE READ AND UNDERSTAND THE TERMS. AN INDIVIDUAL ACTING ON BEHALF OF AN ENTITY REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO ENTER INTO THIS END USER LICENSE AGREEMENT ON BEHALF OF THAT ENTITY. IF YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT, THEN YOU MUST NOT USE THE RED HAT SOFTWARE. THIS END USER LICENSE AGREEMENT DOES NOT PROVIDE ANY RIGHTS TO RED HAT SERVICES SUCH AS SOFTWARE MAINTENANCE, UPGRADES OR SUPPORT. PLEASE REVIEW YOUR SERVICE OR SUBSCRIPTION AGREEMENT(S) THAT YOU MAY HAVE WITH RED HAT OR OTHER AUTHORIZED RED HAT SERVICE PROVIDERS REGARDING SERVICES AND ASSOCIATED PAYMENTS.

This end user license agreement ("EULA") governs the use of any of the versions of Red Hat Enterprise Linux, certain other Red Hat software applications that include or refer to this license, and any related updates, source code, appearance, structure and organization (the "Programs"), regardless of the delivery mechanism.

1. **License Grant.** Subject to the following terms, Red Hat, Inc. ("Red Hat") grants to you a perpetual, worldwide license to the Programs (most of which include multiple software components) pursuant to the GNU General Public License v.2. The license agreement for each software component is located in the software component's source code and permits you to run, copy, modify, and redistribute the software component (subject to certain obligations in some cases), both in source code and binary code forms, with the exception of (a) certain binary only firmware components and (b) the images identified in Section 2 below. The license rights for the binary only firmware components are located with the components themselves. This EULA pertains solely to the Programs and does not limit your rights under, or grant you rights that supersede, the license terms of any particular component.

2. **Intellectual Property Rights.** The Programs and each of their components are owned by Red Hat and other licensors and are protected under copyright law and under other laws as applicable. Title to the Programs and any component, or to any copy, modification, or merged portion shall remain with Red Hat and other licensors, subject to the applicable license. The "Red Hat" trademark and the "Shadowman" logo are registered trademarks of Red Hat in the U.S. and other countries. This EULA does not permit you to distribute the Programs or their components using Red Hat's trademarks, regardless of whether the copy has been modified. You may make a commercial redistribution of the Programs only if (a) permitted under a separate written agreement with Red Hat authorizing such commercial redistribution, or (b) you remove and replace all occurrences of Red Hat trademarks. Modifications to the software may corrupt the Programs. You should read the information found at http://www.redhat.com/about/corporate/trademark/ before distributing a copy of the Programs.

3. **Limited Warranty.** Except as specifically stated in this Section 3, a separate agreement with Red Hat, or a license for a particular component, to the maximum extent permitted under applicable law, the Programs and the components are provided and licensed "as is" without warranty of any kind, expressed or implied, including the implied warranties of merchantability, non-infringement or fitness for a particular purpose. Red Hat warrants that the media on which the Programs and the components are provided will be free from defects in materials and manufacture under normal use for a period of 30 days from the date of delivery to you. Neither Red Hat nor its affiliates warrants that the functions contained in the Programs will meet your requirements or that the operation of the Programs will be entirely error free, appear or perform precisely as described in the accompanying documentation, or comply with regulatory requirements. This warranty extends only to the party that purchases subscription services for the Programs from Red Hat and/or its affiliates or a Red Hat authorized distributor.

4. **Limitation of Remedies and Liability.** To the maximum extent permitted by applicable law, your exclusive remedy under this EULA is to return any defective media within 30 days of delivery along with a copy of your payment receipt and Red Hat, at its option, will replace it or refund the money you paid for the media. To the maximum extent permitted under applicable law, under no circumstances will Red Hat, its affiliates, any Red Hat authorized distributor, or the licensor of any component provided to you under this EULA be liable to you for any incidental or consequential damages, including lost profits or lost savings arising out of the use or inability to use the Programs or any component, even if Red Hat, its affiliates, an authorized distributor and/or licensor has been advised of the possibility of such damages. In no event shall Red Hat's or its affiliates' liability, an authorized distributor's liability or the liability of the licensor of a component provided to you under this EULA exceed the amount that you paid to Red Hat for the media under this EULA.

5. **Export Control.** As required by the laws of the United States and other countries, you represent and warrant that your (a) understand that the Programs and their components may be subject to export controls under the U.S. Commerce Department's Export Administration Regulations ("EAR"); (b) are not located in a prohibited destination country under the EAR or U.S. sanctions regulations (currently Cuba, Iran, Iraq, North Korea, Sudan and Syria, subject to change as posted by the United States government); (c) will not export, re-export, or transfer the Programs to any prohibited destination or persons or entities on the U.S. Bureau of Industry and Security Denied Parties List or Entity List, or the U.S. Office of Foreign Assets Control list of Specially Designated Nationals and Blocked Persons, or any similar lists maintained by other countries, without the necessary export license(s) or authorization(s); (d) will not use or transfer the Programs for use in connection with any nuclear, chemical or biological weapons, missile technology, or military end-uses where prohibited by an applicable arms embargo, unless authorized by the relevant government agency by regulation or specific license; (e) understand and agree that if you are in the United States and export or transfers the Programs to eligible end users, you will, to the extent required by EAR Section 740.17(e), submit semi-annual reports to the Commerce Department's Bureau of Industry and Security, which include the name and address (including country) of each transferee; and (f) understand that countries including the United States may restrict the import, use, or export of encryption products (which may include the Programs and the components) and agree that you shall be solely responsible for compliance with any such import, use, or export restrictions.

6. Third Party Programs. Red Hat may distribute third party software programs with the Programs that are not part of the Programs. These third party programs are not required to run the Programs, are provided as a convenience to you, and are subject to their own license terms. The license terms either accompany the third party software programs or can be viewed at http://www.redhat.com/licenses/thirdparteyeula.html. If you do not agree to abide by the applicable license terms for the third party software programs, then you may not install them. If you wish to install the third party software programs on more than one system or transfer the third party software programs to another party, then you must contact the licensor of the applicable third party software programs.

7. General. If any provision of this EULA is held to be unenforceable, the enforceability of the remaining provisions shall not be affected. Any claim, controversy or dispute arising under or relating to this EULA shall be governed by the laws of the State of New York and of the United States, without regard to any conflict of laws provisions. The rights and obligations of the parties to this EULA shall not be governed by the United Nations Convention on the International Sale of Goods.

Copyright © 2010 Red Hat, Inc. All rights reserved. "Red Hat" and the Red Hat "Shadowman" logo are registered trademarks of Red Hat, Inc. "Linux" is a registered trademark of Linus Torvalds. All other trademarks are the property of their respective owners.

Exhibit E

~~Statement of Work~~

Comment [WJS]: Moved to Exhibit J for easier attachment.

~~We will deliver the services set forth in the Investment Summary as set forth in the Agreement and, as applicable, as further detailed in this Statement of Work. Except as expressly stated in the Agreement, none of the services we provide you under the Statement of Work are services related to hardware or third-party products. Whenever possible, we will provide services remotely so as to control travel expenses. All service fees and expenses are payable according to the Invoicing and Payment Policy.~~

INTENTIONALLY LEFT BLANK

Formatted: Centered

Exhibit E
Schedule 2
SoftCode Product Suite - Scope of Project - Statement of Work

Implementation Guide:

- Tyler Technologies will provide an Implementation Guide containing the following:
  - A document providing an overview of support.
  - A spreadsheet which outlines the reference data needed to configure CivilServe along with an instructional sheet to assist in completing the spreadsheet.
  - Sign-off sheets for hardware/software requirements and customer responsibilities.
  - An overview of what a site visit entails.
  - A form to update with contact information.

Site Visit:

- A Tyler Technologies consultant will visit your office to walk through current procedures and help gather required forms and letters. This understanding of the way your county does business is invaluable in personalizing and configuring your system as well as designing a training plan that will best suit your needs.

Installation and Training:

- Our project manager will work with your County project manager and your I.T. department to schedule the installation.
- Our trainer will work with your county project manager to create a custom training schedule that allows your office to maintain your day to day operations during training.

After Site Visit:

- County will complete and return configuration spreadsheet, sign-off sheets, and contact form.
- All letters and/or correspondence needed in CivilServe will be sent to Tyler Technologies in Microsoft Word format.
- Any additional examples of custom report requests need to be sent to Tyler Technologies project manager.

Personalization and Configuration Prior to Training:

- SoftCode will personalize and configure your county's database based on the site visit.
- SoftCode will bookmark letters to be integrated with CivilServe.
- Custom reports will be created for your county.

Prior to Training:

- Installation will be completed.
- Course training materials will be provided to your county.

Training & Go-Live:

- Training will be provided by our experienced trainer.
- Go live while trainer is on-site and available for assistance.

Exhibit E
Schedule 2
Professional Services

1. **Project Management Services**

We shall act as Project Manager to assist you in implementing the Tyler Software. Project Management Services include:

a) Developing an Implementation Plan;
c) Providing revised Implementation Plans (if required);
d) Providing monthly project status reports; and
e) Facilitating project status meetings
   - a project review (kickoff) meeting at your location
   - progress status meeting(s) during implementation via telephone conference or at your location; and
   - a project close-out meeting at your location to conclude the project.
f) Consultation with other vendors or third parties, if necessary.

2. **Implementation and Training Support Services**

Implementation and training support services have been allocated for this project as described in the Investment Summary. Avoiding or minimizing custom or modified features will aid in keeping the support costs to the amount allocated. The recommended implementation and training support services include:

a) implementation of the Tyler Software;
b) Training you or assisting with your training on the Tyler Software; and
c) tailoring of Tyler Software by our technical staff and/or consultation with our technical staff.

The project management, implementation and training support services provided by us may be performed at your premises and/or at our headquarters in Troy, Michigan (e.g., portions of project management are performed in Troy).

3. **Interface and/or Fixed Installation Services**

We shall provide interface installation services as described in the Investment Summary.

Our GIS implementation services are to assist you in preparing the required GIS data for use with the Tyler Software. At a minimum, you will be required to provide an accurate street centerline layer and the appropriate polygon layers needed for Unit Recommendations and Run Cards in an industry standard ESRI file format

(Personal Geodatabase, File Geodatabase, Shape Files). You are responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. If necessary, we will assist you in creating the necessary polygon layers (Police Beats, EMS Districts and Fire Quadrants) for Unit Recommendations and Run Cards. We are not responsible for the accuracy of or any ongoing maintenance of the GIS data used within the Tyler Software.

4. **Hardware Quality Assurance Service**

We shall provide Hardware Systems Assurance of your server(s).

a) Hardware Quality Assurance Services (~~Disaster Recovery~~Standard Environment): Formatted Table
Hardware Systems Assurance and Software Installation:
- Assist with High Level System Design/Layout
- Validate Hardware Configuration and System Specifications
- Validate Network Requirements, including Windows Domain
- ~~Configure Disaster Recovery (VMware SRM)~~
- Install Operating System and Apply Updates
- Install SQL Server Standard and Apply Updates
- Install New World Applications Software and Apply Updates
- Establish Base SQL Database Structure
- Configure System for Electronic Customer Support (i.e. NetMeeting or Bomgar)
- Tune System Performance Including Operating System and SQL Resources
- ~~Test Disaster Recovery Scenarios (if applicable)~~
- Provide Basic System Administrator Training and Knowledge Transfer
- Establish two virtual application environments: 1) Production and 2) Test/Train
- Train customer on steps to create additional virtual environments
- Document Installation Process and System Configuration

5. **Message Switch Operating System Assurance Service**

We shall provide Message Switch Operating System Assurance, which includes:

a) Message Switch Operating System Assurance Services:
Operating System Assurance and Software Installation Services:
- Install and update Red Hat Linux Operating System
- Build system user-ids and applicable authorizations
- Migrate all Message Switch data from the old server to the new server (if applicable)
- Verify all scripts are adjusted for new machine
- Migrate all source code from old machine to the new machine
- Compile New World Message Switch programs
- Assure Message Switch operation in the live environment
- Adjust any tables as needed during the assurance phase

Exhibit E
Schedule 3
Data File Conversion Assistance

We will provide conversion assistance to you to help convert the existing data files specified below at the fixed costs set forth in the Investment Summary. If additional files are ~~identified~~ requested by you in writing after contract execution, estimates will be provided to you prior to us beginning work on those newly identified files.

General

1. A data conversion analysis and assessment to verify the scope of effort for the project will be conducted. ~~A revised cost estimate for the data conversion may be provided at the conclusion of the assessment. You may elect to cancel or proceed with the conversion effort based on the revised estimate~~.

2. This conversion effort includes data coming from one ~~unique database or source, not multiple sources~~data source for each of the files described in the Investment Summary.

3. No data cleansing, consolidation of records, or editing of data will be part of the data conversion effort. Any data cleansing, removal of duplicate records, or editing must take place by you prior to providing the data to us.

Our Responsibilities

1. We will create and provide you with a conversion design document for signoff prior to beginning development work on the data conversion. No conversion programming by us will commence until you approve this document.

2. We will provide the data conversion programs to convert your data from one~~a~~ single data source for each of the files described in the Investment Summary to the Tyler Software module for the specified file~~s that contain 500 or more records~~.

3. As provided in the approved project plan for conversions, we will schedule on-site trips to your location in order to conduct the following:

    a. Conversion Analysis,
    b. Assistance for Mapping and Testing, and
    c. Conversion Go-Live Implementation and Support

    You will be responsible for travel expenses as set forth in the Invoicing and Payment Policy.

4. We will provide you up to ~~three~~ ten (~~3~~10) test iterations of converted data. One test iteration consists of:

    a. Running a conversion test in your test environment,
    b. Your reviewing a conversion test and responding in writing to us (see Client responsibilities paragraph 3 below),
    c. We correct or otherwise respond to issues discovered and reported by you,
    d. We will conduct internal testing to verify corrections, and
    e. ~~Both parties~~The Parties planning for the next test iteration and/or the live implementation.

~~5. Tyler will provide warranty coverage for any conversion procedure related issue reported by Client to Tyler within thirty (30) days after the conversion is run in the live database.~~

Formatted: Highlight

Client Responsibilities

1. Provide a current copy of the databases to be converted in one of the following formats:
    a. Microsoft SQL Server database
    b. Microsoft Access database
    c. Microsoft Excel spreadsheet
    d. An ASCII format delimited text file, including embedded column headers and text delimiters.

2. You will respond to each test iteration in writing, on a form provided by us, either:

    a. Indicating acceptance that the Data Conversion Process is ready for the final conversion, or
    b. Indicating a list of changes that need to be applied to the Data Conversion Process for the next test iteration.

Up to ~~three (3)~~ ten (10) test iterations are provided as part of the Data Conversion Process. After the ~~third (3rd)~~ tenth (10th) test iteration, if needed, you shall pay our then-current flat fee for each additional test iteration. You will promptly review each test iteration when delivered by us. ~~Prompt review by you will reduce the likelihood that a need for additional test iteration(s) may arise due to an extended delay between delivery of a test iteration and its review.~~

Formatted: Superscript

3. ~~If available, provide a~~A data dictionary (data descriptors) ~~of~~ containing all data elements must be provided to us for each files submitted with the ~~databases being converted~~media.

Formatted: Highlight

4. As provided in the project plan for conversions, you will provide a dedicated resource in each application area to focus on conversion mapping and testing. This includes dedicating a support person(s) whenever our staff is on site regarding conversions. Roughly a one to one ratio exists for your commitment and our commitment. You understand that thorough and timely testing of the converted data by your personnel is a key part of a successful data conversion.

5. You agree to promptly review and signoff on both the conversion design document, and on the final conversions after appropriate review.

Only one data source ~~will be converted~~ for each of the files described in the Investment Summary~~, unless otherwise noted~~.

Formatted: Highlight

Comment [WJ6]: Incomplete sentence.

Exhibit E
Schedule 4
Customer Requested Standard Software Enhancements and/or Custom Software

1. **Definition**

We will provide you requested standard software enhancements and/or custom software services as discussed below at the costs set forth in the Investment Summary. You agree to cooperate in limiting the scope of those modifications and enhancements, as described below.

An analysis and assessment to verify the scope of effort for these services will be conducted. If you request, in writing, a change in the scope of these services, ~~A~~a revised estimate for the enhancements/customizations may be provided at the conclusion of the assessment. You may elect to cancel or proceed with the enhancements/customizations based on the revised estimate.

Capabilities included in the initial scope:

a) Custom Software/Interface(s)

While we will provide reasonable consultation, you are responsible for obtaining technical contacts and/or technical specifications from the third parties involved.

(1) ATIMS Arrest Export:

Tyler Technologies will provide an interface that will export arrest data from New World Public Safety mobile arrest form to ATIMS.

(2) ATIMS Booking/Inmate Import:

Tyler Technologies will provide an interface that will import booking data from ATIMS to New World Public Safety booking module.

(3) ~~ATIMS~~ JPICS Mugshot Import:

Tyler Technologies will provide an interface that will import mugshots from ~~ATIMS~~ JPICS to New World Public Safety global subjects.

(4) BWI Pawn Import:

Tyler Technologies will provide an interface that will import pawn data from ~~BWU~~ BWI to New World Public Safety pawn modules.

(5) eWarrants Interface:

Tyler Technologies will provide an interface that will:
- Import warrant data from eWarrants to New World Public Safety.
- Export warrant service data from New World Public Safety to eWarrants.

(6) IAPro Personnel and Use of Force Export:

Tyler Technologies will provide an interface that will export personnel and use of force data from New World Public Safety to IAPro.

(7) PadTRAX Evidence Interface:

Tyler Technologies will provide an interface that will
- Export evidence data from New World Public Safety to PadTRAX.
- Import location data from PadTRAX to New World Public Safety.

(8) PremierOne Alert Export:

Tyler Technologies will provide an interface that will export person, vehicle, and address alert data from New World Public Safety to PremierOne.

(9) PremierOne Incident Import:

Tyler Technologies will provide an interface that will import call for service data from PremierOne to New World Public Safety incidents.

2. Methodology to Provide Enhancements and/or Custom Software

a) Our Responsibility

As part of our delivery of these services, we will:

(1) Review the required features for the items set forth in paragraph 1, above, with you.

(2) Prepare a Requirements Document (RD) to include:
- Detailed description of the required feature
- menu samples
- screen samples
- report samples

(3) Conduct the programming and programming test.

(4) Provide the associated in-scope training, testing and/or other support services.

For an enhancement or custom software requiring over seven (7) days of services, we will utilize the design document procedure described below. For enhancements or custom software that require

less than seven (7) days of services, we will use a Request for Service (RFS) procedure. Both procedures are reviewed with you at a pre-installation planning meeting. The RFS procedure utilizes a form with a narrative description and supporting documentation if applicable to define the work to be done.

b) Design and Development Procedure

	Activity	Targeted Time Period
(1)	We will work with your staff in completing the RD. You agree to be reasonable and flexible in not attempting to design the modifications to be more extensive than called for in the scope (cost and schedule) of this project.	To be determined
(2)	We submit completed RD to you.	To be determined
(3)	You will review and sign off on the RD. Once you sign off on the RD, any subsequent changes must be documented along with the impact on pricing and schedule, if any. No programming will be done by us until the formal sign-off and your authorization to proceed in writing.	To be determined
(4)	We complete programming from RD and provide the associated deliverable to you.	To be determined
(5)	You test software modification based on RD.	To be determined

3. **Third Party Responsibilities**

a) The third-party will provide a ~~documented API~~ method or process that will allow access to required data via a file transfer, web service, or TCP/IP.

b) We will not be responsible for making any modification in the 3rd party software to support this interface.

c) The third-party will work with us and you to test the interface.

The custom interfaces we agree to deliver to you under this Agreement are set forth in the Investment Summary and in the Interface Control Document(s) (ICD) listed below.

Interface Control Document (ICD)

Jacksonville Sheriff's Office, FL

Interface	**ATIMS Arrest Export**

Direction	Export
Third Party	ATIMS
Record Type	Arrests
Detailed Description	Tyler Technologies will provide an interface that will export arrest data from New World Public Safety mobile arrest form to ATIMS. The transfer of data will be an automated batch process that will occur at a frequency configurable by the customer. The interface will support one transfer method and format. Data may be transmitted as a file, through a web service, as a TCP message or other agreed upon protocol. The interface will be limited to fields that exist in the New World arrest module. No new fields will be added to the database or user screen.
Assumptions	1. The third-party will provide a method or process ~~documented API~~ that will allow access to required data via a file transfer, web service, or TCP/IP. 2. New World System will not be responsible for making any modification in the 3rd party software to support this interface. 3. The third-party will work with New World Systems and the customer to test the interface.

Interface	**ATIMS Booking/Inmate Import**
Direction	Import
Third Party	To be Determined
Record Type	Global Subject; Booking (LERMS)
Detailed Description	Tyler Technologies will provide an interface that will import booking data from ATIMS to New World Public Safety booking module. The interface will attempt to match the inbound subject and vehicle data with existing records in New World. When a match is not found, a new record will be created. If a pdf document is included with the data, the document will be attached to the booking record. The transfer of data will be an automated batch process that will occur at a frequency configurable by the customer. The interface will support one transfer method and format. Data may be transmitted as a file, through a web service, as a TCP message or other agreed upon protocol. The interface will be limited to fields that exist in the New World booking module. No new fields will be added to the database or user screen.

Assumptions	1. The third-party will provide a method or process~~documented API~~ that will allow access to required data via a file transfer, web service, or TCP/IP. 2. New World System will not be responsible for making any modification in the 3rd party software to support this interface. 3. The third-party will work with New World Systems and the customer to test the interface.

Interface	**~~ATIMS~~ JPICS Mugshot Import**
Direction	Import
Third Party	~~ATIMS~~JPICS
Record Type	Global Subject; Mug Shot
Detailed Description	Tyler Technologies will provide an interface that will import mugshots from ~~ATIMS~~ JPICS to New World Public Safety global subjects. The interface will attempt to match the inbound subject and vehicle data with existing records in New World. When a match is not found, a new record will be created. The transfer of data will be an automated batch process that will occur at a frequency configurable by the customer. The interface will support one transfer method and format. Data may be transmitted as a file, through a web service, as a TCP message or other agreed upon protocol. The interface will be limited to fields that exist in the New World global subject module. No new fields will be added to the database or user screen.
Assumptions	1. The third-party will provide a method or process ~~documented API~~ that will allow access to required data via a file transfer, web service, or TCP/IP. 2. New World System will not be responsible for making any modification in the 3rd party software to support this interface. 3. The third-party will work with New World Systems and the customer to test the interface.

Interface	**BWI Pawn Import**
Direction	Import
Third Party	BWI
Record Type	Global Subject; Pawn
Detailed Description	Tyler Technologies will provide an interface that will import pawn data from BWI~~U~~ to New World Public Safety pawn modules. The interface will attempt to match the inbound subject and vehicle data with existing records in New World. When a match is not found, a new record will be created.

	The transfer of data will be an automated batch process that will occur at a frequency configurable by the customer. The interface will support one transfer method and format. Data may be transmitted as a file, through a web service, as a TCP message or other agreed upon protocol. The interface will be limited to fields that exist in the New World <module> module. No new fields will be added to the database or user screen.
Assumptions	1. The third-party will provide a method or process~~documented API~~ that will allow access to required data via a file transfer, web service, or TCP/IP. 2. New World System will not be responsible for making any modification in the 3rd party software to support this interface. 3. The third-party will work with New World Systems and the customer to test the interface.

Interface	**eWarrants Interface**
Direction	Import & Export
Third Party	eWarrants
Record Type	Global Subject; Wants/Warrants
Detailed Description	Tyler Technologies will provide an interface that will: • Import warrant data from eWarrants to New World Public Safety. • Export warrant service data from New World Public Safety to eWarrants. The interface will attempt to match the inbound subject and vehicle data with existing records in New World. When a match is not found, a new record will be created. The transfer of data will be an automated batch process that will occur at a frequency configurable by the customer. The interface will support one transfer method and format. Data may be transmitted as a file, through a web service, as a TCP message or other agreed upon protocol. The interface will be limited to fields that exist in the New World module. No new fields will be added to the database or user screen.
Assumptions	1. The third-party will provide a method or process ~~documented API~~ that will allow access to required data via a file transfer, web service, or TCP/IP. 2. New World System will not be responsible for making any modification in the 3rd party software to support this interface. 3. The third-party will work with New World Systems and the customer to test the interface.

Interface	**IAPro Personnel and Use of Force Export**
Direction	Export
Third Party	IAPro
Record Type	Personnel; Use of Force
Detailed Description	Tyler Technologies will provide an interface that will export personnel and use of force data from New World Public Safety to IAPro. The transfer of data will be an automated batch process that will occur at a frequency configurable by the customer. The interface will support one transfer method and format. Data may be transmitted as a file, through a web service, as a TCP message or other agreed upon protocol. The interface will be limited to fields that exist in the New World RMS. No new fields will be added to the database or user screen.
Assumptions	1. The third-party will provide a method or process ~~documented API~~ that will allow access to required data via a file transfer, web service, or TCP/IP. 2. New World System will not be responsible for making any modification in the 3rd party software to support this interface. 3. The third-party will work with New World Systems and the customer to test the interface.

Interface	**PadTRAX Evidence Interface**
Direction	Import & Export
Third Party	PadTRAX
Record Type	Property
Detailed Description	Tyler Technologies will provide an interface that will • Export evidence data from New World Public Safety to PadTRAX. • Import location data from PadTRAX to New World Public Safety The transfer of data will be an automated batch process that will occur at a frequency configurable by the customer. The interface will support one transfer method and format. Data may be transmitted as a file, through a web service, as a TCP message or other agreed upon protocol. The interface will be limited to fields that exist in the New World property module. No new fields will be added to the database or user screen.

Assumptions	1. The third-party will provide a method or process ~~documented API~~ that will allow access to required data via a file transfer, web service, or TCP/IP. 2. New World System will not be responsible for making any modification in the 3rd party software to support this interface. 3. The third-party will work with New World Systems and the customer to test the interface.

Interface	**PremierOne Alert Export**
Direction	Export
Third Party	Export
Record Type	Alert
Detailed Description	Tyler Technologies will provide an interface that will export person, vehicle, and address alert data from New World Public Safety to PremierOne. The transfer of data will be an automated batch process that will occur at a frequency configurable by the customer. The interface will support one transfer method and format. Data may be transmitted as a file, through a web service, as a TCP message or other agreed upon protocol. The interface will be limited to fields that exist in the New World alert module. No new fields will be added to the database or user screen.
Assumptions	1. The third-party will provide a method or process ~~documented API~~ that will allow access to required data via a file transfer, web service, or TCP/IP. 2. New World System will not be responsible for making any modification in the 3rd party software to support this interface. 3. The third-party will work with New World Systems and the customer to test the interface.

Interface	**PremierOne Incident Import**
Direction	Import
Third Party	PremierOne
Record Type	Incident
Detailed Description	Tyler Technologies will provide an interface that will import call for service data from PremierOne to New World Public Safety incidents. The interface will attempt to match the inbound subject and vehicle data with existing records in New World. When a match is not found, a new record will be created. The transfer of data will be an automated batch process that will occur at a frequency

	configurable by the customer. The interface will support one transfer method and format. Data may be transmitted as a file, through a web service, as a TCP message or other agreed upon protocol. The interface will be limited to fields that exist in the New World incident module. No new fields will be added to the database or user screen.
Assumptions	1. The third-party will provide a method or process ~~documented API~~ that will allow access to required data via a file transfer, web service, or TCP/IP. 2. New World System will not be responsible for making any modification in the 3rd party software to support this interface. 3. The third-party will work with New World Systems and the customer to test the interface.

Exhibit F
Additional Terms for Brazos ~~Hosted~~ Components

We will provide you with the Brazos components of Tyler Software indicated in the ~~Amendment~~ Investment Summary. 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. Additional Definitions. The following definitions shall apply to this Exhibit:

   1.1. **"Brazos Components"** means the Brazos software components of Tyler Software identified in the ~~Amendment~~ Investment Summary.

   ~~1.2. "Hosting Services" means the hosting services Tyler will provide for the Brazos Components for the fees set forth in the Amendment Investment Summary. Terms and Conditions for the Hosting Services are set forth in this exhibit.~~

   ~~1.3. "SLA" means the service level agreement applicable to the Hosting Services for the Brazos Components. A copy of Tyler's current SLA is attached hereto as Schedule 1 to this exhibit.~~

   ~~1.4.~~1.2. **"Third Party Services"** means the services provided by third parties, if any, identified in the ~~Amendment~~ Investment Summary.

Formatted: Indent: Left: 0.55", No bullets or numbering

~~2. Hosting Terms for Brazos Components.~~

~~2.1. We will either host or engage Third Party Services in order to host the Brazos Components set forth in the Amendment Investment Summary for the fees set forth therein. You agree to pay those fees according to the terms of the Invoicing and Payment Policy. In exchange for those fees, we agree to provide the Hosting Services according to the terms and conditions set forth in this Exhibit, and the other applicable terms of this Amendment. If you fail to pay those fees, we reserve the right to suspend delivery of the applicable Hosting Services after advance written notice to you of our intention to do so.~~

~~2.2. In our sole discretion, we may elect to migrate the Hosting Services to a replacement system (including our own) and will undertake reasonable efforts to complete such transfer during maintenance windows as set forth in the SLA. We will undertake reasonable efforts to provide you with advance written notice of any such transfer. You agree to provide all reasonable assistance and access in connection with any such transfer. In the event the Brazos Components are transferred to our data center and we provide hosting services directly to you, the terms of the SLA will also apply.~~

~~2.3. The initial term for the Hosting Services is one (1) year. Thereafter, the term will renew automatically for additional one (1) year terms, unless terminated by either party at least thirty (30) days in advance of the upcoming renewal date.~~

~~2.4. Where applicable, we will perform or cause to have performed upgrades of the applications, hardware, and operating systems that support the Hosting Services. These upgrades are performed in commercially~~

~~reasonable timeframes and in coordination with third-party releases and certifications. We will make available information on industry-standard minimum requirements and supported browsers for accessing the Hosting Services.~~

~~Exhibit F~~

~~Schedule 1~~

~~Service Level Agreement for Brazos Hosted Components~~

~~Agreement Overview~~

~~This SLA outlines the information technology service levels that we will provide to you to ensure the availability of the Hosting Services that you have requested us to provide. All other support services are documented in the applicable Support Call Process, attached hereto as Schedule 1 to this exhibit. All defined terms not defined below have the meaning set forth in the Agreement.~~

~~Definitions~~

~~*Attainment:* The percentage of time a service is available during a billing cycle, 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 applicable software products are materially unavailable 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 billing cycle that a given service is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.~~

~~Service Availability~~

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

~~Client Responsibilities~~

~~Whenever you experience Downtime, you must make a support call according to the procedures outlined in the applicable Support Call Process exhibit. You may escalate through the hosting hotline. You will receive a support incident number. Any Downtime is measured from the time we intake your support incident.~~

~~To track attainment, you must document, in writing, all Downtime that you have experienced during a billing cycle. For purposes of this Service Level Agreement, billing cycle shall be based on each calendar quarter. You must deliver such documentation to Tyler within thirty (30) days of a billing cycle's end.~~

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

~~**Tyler Responsibilities**~~

~~When our support team receives a call from you that a 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, outlined above, we will compare that report to our own outage logs and support tickets to confirm that a Downtime for which Tyler was responsible indeed occurred.~~

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

~~**Client Relief**~~

~~When a Service Availability goal is not met due to your 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 will not exceed 5% of the fee for any one 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. A correction may occur in the billing cycle following the service interruption. In that circumstance, if service levels do not meet the corresponding goal for that later billing cycle, your total credits will be doubled, with equal relief being provided in that later billing cycle.~~

~~Client Relief Schedule~~

~~Targeted Attainment~~	~~Actual Attainment~~	~~Client Relief~~
~~100%~~	~~98-99%~~	~~Remedial action will be taken at no additional cost to you.~~
~~100%~~	~~95-97%~~	~~Remedial action will be taken at no additional cost to you. 4% credit of fee for affected billing cycle will be posted to next billing cycle~~
~~100%~~	~~<95%~~	~~Remedial action will be taken at no additional cost to you. 5% credit of fee for affected billing cycle will be posted to next billing cycle~~

~~You may request a report from us that documents the preceding billing cycle's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued. That report is available by contacting the hosting hotline through the support portal(s).~~

~~**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. When maintenance is scheduled to occur, we will provide approximately two (2) weeks' advance written notice to the contact information that you supply on your notification form. When emergency maintenance is scheduled, you will receive an email at that same contact point.~~

~~**Force Majeure**~~

~~You will not hold us responsible for 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 include the details and circumstances supporting our request for relief with clear and convincing evidence pursuant to this provision. You will not unreasonably withhold your acceptance of such a request.~~

Exhibit F
Schedule 2
Support Call Process for Brazos ~~Hosted~~ Components

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 Brazos eCitations solutions offers 24/7 support of the product and software.

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. 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.

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. 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 or provide a circumvention procedure within ten (10) business days. 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. 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 G
Socrata Terms and Conditions

SECTION A – DEFINITIONS

Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

- **"Socrata Agreement"** means this Socrata Software as a Service Terms and Conditions.
- **"Alert"** means a message that is delivered when Client-defined thresholds are exceeded.
- **"API"** means application-programming interface.
- **"External API Calls"** means any request made by a user that is not logged in against a SaaS Service. If applicable, the number of External API calls that are authorized are identified in the Investment Summary, attached as Exhibit 1.
- **"Client"** means the City of Jacksonville, FL.
- **"Client Data"** means data, datasets, files, information, content and links uploaded or provided by Client through the use of the SaaS Services, but excluding Third Party Services.
- **"Confidential Information"** means 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.
- **"Dataset"** means physical collection of information, typically modeled as a table of rows and columns of data.
- **"Data Storage"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Effective Date"** means the ~~Amendment~~ Effective Date.
- **"~~Amendment~~ Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit 1.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy.
- **"Users"** means a user that is logged in and accesses the SaaS Services.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary. SaaS Fees may be listed or referred to as Recurring Fees in Exhibit 1.
- **"SaaS Services"** means Socrata's off the shelf, cloud-based software service and related services, including support services, as specified under this Socrata Agreement. 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 described in Section C of this Socrata Agreement.
- **"Third-Party Services"** means if any, third-party web-based services or platforms, including but not limited to third party stock photos and third-party map location services which are provided at no additional charge to you through this Socrata Agreement.
- **"Socrata"** means Socrata, a wholly owned subsidiary of Tyler Technologies, Inc., a Delaware corporation.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. Tyler grants to Client the non-exclusive, non-assignable limited right to use the Socrata GeoAnalytics and Transparency product on a subscription basis according to the terms of this Socrata Agreement and the SLA. Client may access updates and enhancements to the product, as described in Section C(8).

2. SaaS Fees. Client agrees to pay Tyler the SaaS Fees. Those amounts are payable in accordance with Tyler's Invoicing and Payment Policy. Client acknowledges 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 your access to the SaaS Services. We may also terminate this Socrata Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

3. Ownership.

   3.1 Tyler retains all ownership and intellectual property rights to the SaaS Services.

   3.2 When Client uploads or provides Client Data to the Socrata SaaS platform, Client grants to Tyler a perpetual non-exclusive, worldwide, royalty-free, sub-licensable, and transferable license to use, reproduce, publicly display, distribute, modify, create derivative works of, and translate the Client Data as needed in response to a Monthly Active User's use of the SaaS Services.

   3.3 The SaaS Services provide you with functionality to make all or part of Client Data available to the general public through one or more public facing websites. Client determines which Client Data is shared publicly, and Client is solely responsible for determining the online terms of use and licenses relative to the use by public users ("Public User") of Client Data, and the enforcement thereof. Once an internal user makes Client Data publicly available using the SaaS Services, Tyler has no control over a Public User's use, distribution, or misuse of Client Data. Tyler has no liability or obligation to indemnify for such usage. Users have the ability within the SaaS Services to remove the public permissions applied to Client Data.

   3.4 Tyler reserves the right to develop derivative data assets based on Client's publicly available data. These uses might include but aren't necessarily limited to: aggregating and summarizing data; normalizing, standardizing and concatenating data to create new regional or national data assets; and developing key performance indicators and benchmarks.

   3.5 While Tyler agrees to never commercially sell data Client makes publicly available, we reserve the right to commercially sell derivative data assets we create based on Client's public data.

   3.6 Tyler may develop derivative data assets and insights based on aggregated, anonymized views of Client's internally accessible private data for the purposes of the enhancement of the SaaS Services, aggregated statistical analysis, technical support and other internal business purposes.

   3.7 Socrata may access Client's internally accessible private data for the purposes of providing maintance and support.

   3.8 Client retains all ownership and intellectual property rights to the Client Data. Client expressly recognizes that except to the extent necessary to carry out our obligations contained in this Socrata Agreement, Tyler does not create or endorse any data used in connection with the SaaS Services. During

the term of the Socrata Agreement, Client may export Client Data as allowed by the functionality within the SaaS Services.

3.9 If Client provides feedback, information, and/or or suggestions about the SaaS Services, or any other services provided hereunder, then Tyler (and those it allows to use its technology) may use such feedback, information, and/or suggestions under a royalty-free, paid-up, and irrevocable license without obligation to Client.

4. Restrictions.
   4.1 You may not: (a) except as explicitly provided for herein, make the SaaS Services 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; (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 or Documentation available to any third party other than as expressly permitted by this Socrata Agreement; (e) use the SaaS Services to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third party rights; (f) interfere with or disrupt the integrity or performance of the SaaS Services (including without limitation, vulnerability scanning, penetration testing or other manual or automated simulations of adversarial actions, without Tyler's prior written consent); or (g) attempt to gain unauthorized access to the SaaS Services or its related systems or networks.
   4.2 Client acknowledges and understands that the Socrata SaaS Services are not designed to serve as the system of record and shall not be used in a manner where the interruption of the SaaS Services could cause personal injury (including death) or property damage. The SaaS Services are not designed to process or store CJIS, PHI or other sensitive data, and by using the Socrata SaaS Services, you acknowledge and agree that you are using the Socrata SaaS Services at your own risk and that you are solely responsible for use of data with the SaaS Services in any manner that is contrary to the uses for which the Socrata SaaS Services are designed and offered for use in this Agreement.
   4.3 Although we have no obligation to screen, edit or monitor the Client Data or Public User content posted on SaaS Services, if, in our reasonable judgment, we discover your use of the SaaS Services threatens the security, integrity, stability, or availability of the SaaS Services, or is otherwise in violation of this Socrata Agreement, we may temporarily suspend the SaaS Services, or Monthly Active Users' access thereto. Unless Client has conducted penetration testing or unscheduled performance testing, Tyler will use commercially reasonable efforts to provide Client with notice and an opportunity to remedy such violation or threat prior to such suspension. Any penetration testing or unscheduled performance testing conducted by Client will result in immediate suspension of the SaaS Services.

5. Reservation of Rights. The SaaS Services, other services, workflow processes, user interface, designs, and other technologies provided by Tyler pursuant to this Socrata Agreement are the proprietary property of Tyler and its licensors. All right, title and interest in and to such items, including all associated intellectual property rights, remain only with Tyler. Client may not remove or modify any proprietary marking or restrictive legends from items or services provided under this Socrata Agreement. Tyler reserves all rights unless otherwise expressly granted in this Socrata Agreement.

6. Access and Usage by Internal Client Users and Contractors. You may allow your internal users and third party contractors to access the SaaS Services and any technical or policy controls, in compliance with the terms of

this Socrata Agreement, which access must be for your sole benefit. You are responsible for the compliance with this Socrata Agreement by your internal users and contractors.

7. Your Responsibilities. Client (a) must keep its passwords secure and confidential; (b) is solely responsible for all activity occurring under its account; (c) must use commercially reasonable efforts to prevent unauthorized access to its account and notify Tyler promptly of any such unauthorized access; (d) may use the SaaS Services only in accordance with the Documentation; and (e) shall comply with all federal, state and local laws, regulations and policies of Client, as to its use of the SaaS Services, Client Data, and instructions to Tyler regarding the same.

8. Client Data Backup. Client is providing Socrata a copy of Client Data. Any laws and regulations governing Client for retention of Client Data remains Client's responsibility. CLIENT IS SOLELY RESPONSIBLE FOR BACKING UP CLIENT DATA unless otherwise specially agreed in writing between Tyler and Client.

9. Return of Client Data. Upon request, Tyler will make the SaaS Services available to Client to export Client Data for a period of sixty (60) days following the termination of this Socrata Agreement. After such sixty (60) day period has expired, we have no obligation to maintain Client Data and may destroy the Client Data.

10. APIs. Tyler will provide access to the applicable application-programming interface ("API") as part of the SaaS Services under the terms of this Socrata Agreement. Subject to the other terms of this Socrata Agreement, Tyler grants Client a non-exclusive, nontransferable, terminable license to interact only with the SaaS Services as allowed by the current APIs.

    a. Client may not use the APIs in a manner--as reasonably determined by Tyler--that constitutes excessive or abusive usage, or fails to comply with any part of the APIs. If any of these occur, Tyler can suspend or terminate Client's access to the APIs on a temporary or permanent basis.

    b. Tyler may change or remove existing endpoints or fields in API results upon at least 30 days' notice to Client, but Tyler will use commercially reasonable efforts to support the previous version of the APIs for at least 6 months from deprecation notice. Tyler may add new endpoints or fields in API results without prior notice to Client.

    c. The APIs may be used to connect the SaaS Services to certain hosted or on premise software applications not provided by Tyler ("Non-Tyler Applications"). Client is solely responsible for development, license, access to and support of Non-Tyler Applications, and Client's obligations under this Socrata Agreement are not contingent on access to or availability of any Non-Tyler Application.

    d. Any open source code provided is provided as a convenience to you. Such open source code is provided AS IS and is governed by the applicable open source license that applies to such code; provided, however, that any such open source licenses will not materially interfere or prohibit Client's limited right to use the SaaS Services for its internal business purposes.

11. Data Security Measures. In order to protect your Confidential Information, we will: (a) implement and maintain all reasonable security measures appropriate to the nature of the Confidential Information including without limitation, technical, physical, administrative and organizational controls, and will maintain the confidentiality, security and integrity of such Confidential Information; (b) implement and

maintain industry standard systems and procedures for detecting, mitigating, and responding to attacks, intrusions, or other systems failures and regularly test or otherwise monitor the effectiveness of the safeguards' key controls, systems, and procedures; (c) designate an employee or employees to coordinate implementation and maintenance of its Security Measures (as defined below); and (d) identify reasonably foreseeable internal and external risks to the security, availability, confidentiality, and integrity of Confidential Information that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of such information, and assess the sufficiency of any safeguards in place to control these risks (collectively, Security Measures). Client acknowledges and agrees that Tyler's obligations with respect to Security Measures is subject to Section B(4.2) above.

12. Notice of Data Breach. If Tyler knows that Confidential Information has been accessed, disclosed, or acquired without proper authorization and contrary to the terms of this Socrata Agreement, we will alert Client of any such data breach in accordance with applicable law, and take such actions as may be necessary to preserve forensic evidence and return the SaaS Services to standard operability. If so required, Tyler will provide notice in accordance with applicable federal or State data breach notification laws.
13. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Socrata 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 ("Confidential Information"). 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 Socrata 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 Socrata 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 Socrata 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.

SECTION C – OTHER SERVICES

1. **Service Level Agreement (SLA) & Warranty.**

    1.1 Service Warranty. Tyler warrants to Client that the functionality or features of the SaaS Services will substantially perform as communicated to Client in writing, or their functional equivalent, but Tyler has the right to update functionality. The support policies may change but will not materially degrade during the term. Tyler may deprecate features upon at least 30 days' notice to Client, but Tyler will use commercially reasonable efforts to support the previous

features for at least 6 months following the deprecation notice. The deprecation notice will be posted at https://support.socrata.com.

1.2 Uptime Service Level Warranty. We will use commercially reasonable efforts to maintain the online availability of the SaaS Service for a minimum of availability in any given month as provided in the chart below *(excluding* maintenance scheduled downtime, outages beyond our reasonable control, and outages that result from any issues caused by you, your technology or your suppliers or contractors, Service is not in the production environment, you are in breach of this Socrata Agreement, or you have not pre-paid for SaaS Fees for the Software as a Service in the month in which the failure occurred).

Availability SLA	Credit
99.9%	3% of monthly fee for each full hour of an outage that adversely impacted Client's access or use of the SaaS Services (beyond the warranty).

Maximum amount of the credit is 100% of the prorated SaaS Service Fees for such month, or $1,800.00, whichever is less, and the minimum credit cannot be less than $100.00.

1.3 Limited Remedy. Your exclusive remedy and our sole obligation for our failure to meet the warranty under Section C(1.2) is the provision by us of the credit for the applicable month, as provided in the chart above (if this Socrata Agreement is not renewed then a refund in the amount of the credit owed); provided that you notify us of such breach of the warranty within thirty (30) days of the end of that month.

SECTION D – THIRD-PARTY SERVICES

1. Third -Party Services. Client may be provided with access and usage of Third-Party Services through use of the SaaS Services. Client must agree to such Third-Party Service contracts if Client chooses to use those Third-Party Services. Third-Party Services will be solely governed by such Third-Party Service contracts.

2. Disclaimer. You acknowledge that we are not the provider of any Third-Party Services. We do not warrant or guarantee the performance of the Third-Party Services.

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, subject to Section E(2).

2. Invoice Disputes. If you believe any delivered item does not conform to the warranties in this Socrata 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

1. Term. The initial term of this Socrata Agreement ~~is prorated beginning on the Amendment Effective Date and ending on the same date as the annual maintenance or subscription term for Tyler Software under the Client's Agreement, unless earlier terminated as set forth below~~one (1) year beginning on the date we make the SaaS Services available to you. Upon expiration of the initial term, this Socrata Agreement will renew automatically for additional one (1) year renewal terms 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 SaaS Services will terminate at the end of this Socrata Agreement.

SECTION G –LIMITATION OF LIABILITY

1. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS SOCRATA 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, TITLE OR FITNESS FOR A PARTICULAR PURPOSE. WHILE TYLER TAKES REASONABLE PHYSICAL, TECHNICAL AND ADMINISTRATIVE MEASURES TO SECURE THE SAAS SERVICES, TYLER DOES NOT GUARANTEE THAT THE SAAS SERVICES CANNOT BE COMPROMISED. YOU UNDERSTAND THAT THE SAAS SERVICES MAY NOT BE ERROR FREE, AND USE MAY BE INTERRUPTED.**

2. **LIMITATION OF LIABILITY. OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS SOCRATA 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 THE THEN-CURRENT ANNUAL SOCRATA SAAS FEES PAYABLE BY YOU. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS SOCRATA AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO THE INDEMNIFICATION OBLIGATIONS UNDER THE AGREEMENT.**

3. **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.

Exhibit H
Additional Terms for SceneDoc Subscription Services

We will provide you with the SceneDoc Subscription Services indicated in the ~~Amendment~~ Investment Summary. 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.

~~3.~~1. Additional Definitions. The following definitions shall apply to this Exhibit:

Formatted: Outline numbered + Level: 1 + Numbering Style: 1, 2, 3, … + Start at: 1 + Alignment: Left + Aligned at: 0" + Indent at: 0.25"

Formatted: Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, … + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.55"

~~3.1.~~1.1. **"Access Protocols"** means the passwords, access codes, technical specifications, connectivity standards or protocols, or other relevant procedures, and interfaces as may be necessary to allow Subscriber or any Authorized Named Users to access the SceneDoc Subscription Services.

~~3.2.~~1.2. **"Authorized Named Users"** means: (a) if Subscriber's is an entity other than an educational institution, employees, representatives, consultants, contractors or agents who are authorized to use the SceneDoc Subscription Services on behalf of Subscriber and have been supplied user identifications and passwords for this purpose; and (b) if Subscriber is an educational institution, students enrolled in a course utilizing the SceneDoc Subscription Services and the teacher or professor of the students who are authorized to use the SceneDoc Subscription Services on behalf of Subscriber for the purpose of the course and have been supplied user identifications and passwords for this purpose.

~~3.3.~~1.3. **"Investment Summary"** means the agreed upon cost proposal for the software, products, and Professional Services.

~~3.4.~~1.4. **"Professional Services"** means any services provided by SceneDoc to Subscriber under this Agreement as set forth in an Investment Summary, including, but not limited to, provision of the SceneDoc Subscription Services, the SceneDoc System, and Professional Services.

~~3.5.~~1.5. **"SceneDoc Subscription Services"** means the agency management system delivered by SceneDoc to Subscriber using and including the SceneDoc System and the services provided thereby, and for Subscribers that are educational institutions such services and the SceneDoc System accessible to provide such services, including content thereof, shall be limited and tailored to that required for the course being offered by the Subscriber to students who are Authorized Named Users as controlled by the Subscriber.

~~3.6.~~1.6. **"SceneDoc System"** means the technology, including software, and interfaces used by SceneDoc to deliver the SceneDoc Subscription Services to the Subscriber that shall be CJIS compliant and authorized by FDLE for use by Customer.

~~3.7.~~1.7. **"Subscriber Content"** means any content provided, imported or uploaded to, or otherwise used by Subscriber or on Subscriber's behalf with the SceneDoc Subscription Services. For a Subscriber who is an educational institution this may include institution data and student data.

~~3.8.~~1.8. **"Term"** has the meaning set out in section 2.7 of this Exhibit ~~2 to the Amendment~~H.

~~4.~~2. SceneDoc Subscription Services.

Formatted: Outline numbered + Level: 1 + Numbering Style: 1, 2, 3, … + Start at: 1 + Alignment: Left + Aligned at: 0" + Indent at: 0.25"

~~4.1.~~2.1. Orders. Subscriber may request that Tyler provide the SceneDoc Subscription Services as specified in an Order Form. Tyler will provide the SceneDoc Subscription Services in accordance with the applicable Investment Summary.

Formatted: Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, … + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.55"

~~4.2.~~2.2. License Grant and Access. Subject to the terms and conditions of the Agreement, to support the SceneDoc Subscription Services during the Term of the SceneDoc Subscription Services, Tyler grants to Subscriber a non-exclusive, non-transferable, non-sublicensable license to do the following, solely for Subscriber's internal business purposes disclosed to us as of the ~~Amendment~~ Effective Date and subject to and in accordance with the Documentation, the applicable Order Form, and the terms of the Agreement ~~except as modified by this Amendment~~: (a) access and use the SceneDoc Subscription Services; (b) internally use and reproduce the Documentation; and (c) grant Authorized Named Users the right to access and use the SceneDoc Subscription Services in accordance with the terms of the Agreement and the applicable Investment Summary. The SceneDoc software applications are licensed, not sold, to you, and Tyler and its licensors retain ownership of all copies of the SceneDoc software applications even after installation on your personal computers, mobile handsets, tablets, and/or other relevant devices ("Devices"). All use of any such software by Subscriber will be governed by and subject to the terms and conditions of the Agreement. Client shall ensure all copies of downloaded software will be removed from Devices belonging to, or in the possession of, persons who cease to be Authorized Named Users of Subscriber.

Formatted: Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, … + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.55"

~~4.3.~~2.3. Access. Subject to Subscriber's payment of the Fees, and subject to any restriction set forth in the applicable Investment Summary, such as but not limited to a limit on the number of Authorized Named Users, Tyler will provide each Subscriber with access to the SceneDoc Subscription Services during the Term in accordance with the Agreement, including the applicable SLA. Tyler will provide to Subscriber the necessary Access Protocols and network links or connections to allow Subscriber and its Authorized Named Users to access the SceneDoc Subscription Services in accordance with the Access Protocols. Subscriber will use commercially reasonable efforts to prevent unauthorized access to, or use of, the SceneDoc Subscription Services, and the Professional Services, and will notify Tyler promptly of any such unauthorized use known to Subscriber. A Subscriber that is an educational institution will control the access and use of the SceneDoc Subscription Services and information available therein, so that its Authorized Named Users utilize the SceneDoc Subscription Services only as the SceneDoc Subscription Services are required for the course being offered by the Subscriber.

Formatted: Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, … + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.55"

~~4.4.~~2.4. Authorized Named Users. Subscriber may permit any Authorized Named Users to access and use the features and functions of the SceneDoc Subscription Services, in accordance with section 2.2 and the other terms of this Agreement, and the applicable Order Schedules. Each Authorized Named User will be assigned a unique user identification name and password ("User ID") for access to and use of the SceneDoc Subscription Services. User IDs can only be used by one Authorized Named User at a time and cannot be shared with any other persons or entities. Subscriber will ensure that only Authorized Named Users are allowed to access and use the SceneDoc Subscription Services on behalf of the Subscriber. Upon request the Subscriber shall provide Tyler with a list of all Authorized Named Users. If Subscriber is not an educational institution it shall bear full responsibility, liability and obligations for Authorized Named Users under the Agreement. If Subscriber is an educational institution it shall bear full responsibility for informing all Authorized Named Users of their obligations that are commensurate to Subscriber's obligations set out in the Agreement as applicable.

Formatted: Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, … + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.55"

It is acknowledged that as a recurring part of Subscriber's business operations, Subscriber may need to

grant access to the SceneDoc Subscription Services to persons within entities outside the entity that is Subscriber ("Additional Users"), such as Crown or District Attorney's office's, Court offices and other entities that are part of the ecosystem within which Subscriber operates and to whom Subscriber must provide access to specific Subscriber Content. Subscriber shall be permitted to extend such rights through appointing such Additional Users as Authorized Named Users under the Agreement and the applicable Investment Summarys provided such use is subject to the terms and conditions of the Agreement. Further, Subscriber agrees to be responsible for any breach of the terms and conditions of the Agreement by Additional Users.

Subscriber's SceneDoc Subscription Services usage rights may be defined in part by a limitation on the permitted number of Authorized Named Users, and the permitted amount of data storage used at any time by Subscriber for Subscriber Content may be defined by reference to the number of Authorized Named Users. In any such case, if at any time Subscriber's number of Authorized Named Users is reduced, Subscriber's permitted data storage limits will automatically be reduced accordingly.

~~4.5.~~2.5. Availability of Subscriber Content. Subscriber will make available to Tyler all Subscriber Content or other information or documentation necessary or desired for Tyler to provide the SceneDoc Subscription Services or make available the SceneDoc Subscription Services. Subscriber will obtain all third-party licenses, consents and permissions needed for Tyler to use the Subscriber Content to provide the SceneDoc Subscription Services or make available the SceneDoc Subscription Services. Subscriber shall update all Subscriber Content and inform Tyler of updates as necessary for the Subscriber Content to be current and accurate, and Subscriber shall make such updates in a timely manner and shall require each Authorized Named User to provide current and updated information to the Subscriber. Nothing in this provision shall be construed to require Subscriber to make available Subscriber Content, information, or document in violation of applicable law.

Formatted: Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, … + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.55"

~~4.6.~~2.6. Subscriber Content. As between Subscriber and Tyler, Subscriber will at all times remain the exclusive owner of the Subscriber Content. Subscriber hereby grants to Tyler a non-exclusive, worldwide, royalty-free and fully paid license to use: (a) the Subscriber Content as necessary to provide the SceneDoc Subscription Services to Subscriber; and (b) aggregated and anonymized Subscriber Content to: (i) improve the SceneDoc Subscription Services and SceneDoc's related product and service offerings; (ii) create new products and services relating to the SceneDoc Subscription Services (including analytics services such as providing benchmarking); and (iii) generate and disclose statistics regarding use of the SceneDoc Subscription Services, provided, however, that no statistics relating solely to the Subscriber will be disclosed to third parties without the Subscriber's consent. Except as expressly specified in the Agreement, Subscriber's provision of or Tyler's collection of the Subscriber Content hereunder does not transfer to Tyler or any third party any rights in or ownership thereof. Should any personal information, incorporated in the Subscriber Content or otherwise, be provided to Tyler relating to the Subscriber, Authorized Named Users or any other person, Subscriber consents to allow Tyler to utilize that personal information in a reasonable manner~~, to use and store the personal information~~ for the purpose of providing the SceneDoc Subscription Services in accordance with the Agreement and applicable data privacy laws~~, and to transfer such personal information outside of Canada (in which instance such personal information will be treated in accordance with applicable foreign laws that may differ from the laws of Canada) for the purpose of storage and use of the personal information by Tyler~~. If applicable, Subscriber shall obtain in advance all requisite and commensurate consents with the foregoing from each Authorized Named User or other person whose personal information Subscriber provides to Tyler.

Formatted: Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, … + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.55"

~~4.7.~~2.7. Term & Termination of SceneDoc Subscription Services.

Formatted: Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, … + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.55"

~~4.7.1.~~2.7.1. The term for SceneDoc Subscription Services commences on the ~~Amendment Effective Date~~first date we make the SceneDoc Subscription Services available to you, but no earlier than October 1, 2020, and will continue for an initial prorated subscription period ending on the same date as the annual maintenance or subscription term for Tyler Software under the Client's Agreement, or for such other period of time as is specified in an Order Schedule, or agreed upon by the parties in advance in writing (the "Initial Term"). After the expiration of the Initial Term or any renewal term, the SceneDoc Subscription Services will automatically renew for additional, successive twelve (12) month terms, or such other period of time or no time at all as mutually agreed to writing or in the applicable Investment Summary (each a "Renewal Term", and collectively with the Initial Term being the "Term") unless either party gives written notice of non-renewal to the other party at least forty-five (45) days prior to the expiration of the then-current Term.

Formatted: Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, … + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 0.85"

~~4.7.2.~~2.7.2. Effect of SceneDoc Subscription Services Termination. Upon termination or expiration of SceneDoc Subscription Services for any reason: (a) Subscriber access to the SceneDoc Subscription Services and SceneDoc System shall be revoked; (b) Subscriber shall immediately cease using the SceneDoc Subscription Services, SceneDoc System and Documentation; (c) within ten (10) days after the date of termination each party shall comply with the obligations to return all Confidential Information of the other party; and (d) for one hundred twenty (120) days following after the date of termination Tyler will make available the Subscriber Content for export by Subscriber in accordance with section 3.~~2 of Exhibit 2 to this Amendment~~, after which time SceneDoc shall discontinue all use of Subscriber Content and use commercially efforts to destroy all copies of Subscriber Content in its possession.

Formatted: Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, … + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 0.85"

~~4.7.3.~~2.7.3. Effect of Agreement Termination. The foregoing notwithstanding, termination or non-renewal of the Agreement will automatically terminate the SceneDoc Subscription Services Term without further action by either party.

Formatted: Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, … + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 0.85"

~~5.~~3. Subscriber Content and Responsibilities.

Formatted: Outline numbered + Level: 1 + Numbering Style: 1, 2, 3, … + Start at: 1 + Alignment: Left + Aligned at: 0" + Indent at: 0.25"

~~5.1.~~3.1. Subscriber Warranty. Subscriber represents and warrants that any Subscriber Content accessed by Tyler as part of the SceneDoc Subscription Services shall not at any point in time: (a) infringe, misappropriate or violate any Intellectual Property Rights or publicity/privacy rights of any third party, or any law or regulation; (b) be deceptive, defamatory, obscene, pornographic or unlawful; (c) contain any viruses, worms or other malicious computer programming codes intended by Subscriber to damage, surreptitiously intercept or expropriate any system, data or personal or personally identifiable information; or (d) otherwise violate the rights of Tyler or any third party. Tyler is not obligated to back up any Subscriber Content that has not been provided, imported or uploaded to, or otherwise used by Subscriber or on Subscriber's behalf with the SceneDoc Subscription Services. The Subscriber is solely responsible for creating backup copies of any Subscriber Content that has not been provided, imported or uploaded to, or otherwise used by Subscriber or on Subscriber's behalf with the SceneDoc Subscription Services at Subscriber's sole cost and expense. Subscriber agrees that any use of the SceneDoc Subscription Services contrary to or in violation of the representations and warranties of Subscriber in this section constitutes unauthorized and improper use of the SceneDoc Subscription Services and a breach of the Agreement.

Formatted: Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, … + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.55"

~~5.2.~~3.2. Subscriber Responsibility for Data and Security. Subscriber and its Authorized Named Users shall have access to the Subscriber Content and Subscriber shall be responsible for all changes to Subscriber Content and the security of all User IDs and other Access Protocols required in order to access the

Formatted: Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, … + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.55"

SceneDoc Subscription Services. Subscriber shall have the ability to export copies of Subscriber Content out of the SceneDoc System. Subscriber shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Subscriber Content. Upon termination of SceneDoc Subscription Services, ~~Subscriber~~ Tyler shall be responsible for all costs relating to the download or other transfer of any Subscriber Content in accordance with section 2.7 ~~of Exhibit 2 to this Amendment~~. Tyler will store Subscriber Content in Canada for Subscribers located in Canada and will store Subscriber Content in the USA for Subscribers located in the USA. Subscriber is responsible for compliance with all applicable laws relating to the Subscriber Content, including laws relating to data, personal information, and privacy, and for obtaining all required consents relating to the Subscriber Content.

~~5.3.~~3.3. Subscriber Representations & Warranties. Subscriber represents, warrants and covenants to Tyler as follows: (a) it is the owner or has valid license rights to the Subscriber Content and it has full power and authority to utilize the Subscriber Content and to grant Tyler rights to utilize the Subscriber Data in accordance with the terms of this ~~Amendment and the~~ Agreement; (b) Subscriber exists under the laws of its own jurisdiction and is not under any contractual obligation that would preclude it from entering into this ~~Amendment~~Agreement, or would interfere with the use of the Subscriber Content provided under this ~~Amendment and the~~ Agreement; (c) the Subscriber Content is not, nor will be, in violation of any laws or third party Intellectual Property Rights, and the use of the Subscriber Content in accordance with the Agreement is not, nor will be, in violation of any laws or third party Intellectual Property Rights; (d) all Subscriber Content and Subscriber's use of the SceneDoc Subscription Services and SceneDoc System does and will comply with all applicable laws; and (e) neither the Agreement nor the performance of or exercise of rights under the Agreement will violate, conflict with, or result in the breach of any term, condition, or provision of any agreement or legal obligation (whether or not existing upon the execution of this ~~Amendment~~Agreement) to which Subscriber is a party or by which it may be bound, or constitute a default thereunder.

Formatted: Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, … + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.55"

Exhibit 2
Schedule 1
Service Level Agreement for SceneDoc Subscription Services

Agreement Overview

This SLA outlines the information technology service levels that we will provide to you to ensure the availability of the Hosting Services that you have requested us to provide. All other support services are documented in the applicable Support Call Process, attached hereto as Schedule 1 to this exhibit. All defined terms not defined below have the meaning set forth in the Agreement.

Definitions

Attainment: The percentage of time a service is available during a billing cycle, 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 applicable software products are materially unavailable 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 billing cycle that a given service is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

Service Availability

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

Client Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the applicable Support Call Process exhibit. You may escalate through the hosting hotline. You will receive a support incident number. Any Downtime is measured from the time we intake your support incident.

To track attainment, you must document, in writing, all Downtime that you have experienced during a billing cycle. For purposes of this Service Level Agreement, billing cycle shall be based on each calendar quarter. You must deliver such documentation to Tyler within thirty (30) days of a billing cycle's end.

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

Tyler Responsibilities

When our support team receives a call from you that a 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, outlined above, we will compare that report to our own outage logs and support tickets to confirm that a Downtime for which Tyler was responsible indeed occurred.

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

Client Relief

When a Service Availability goal is not met due to your 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 will not exceed 5% of the fee for any one 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. A correction may occur in the billing cycle following the service interruption. In that circumstance, if service levels do not meet the corresponding goal for that later billing cycle, your total credits will be doubled, with equal relief being provided in that later billing cycle.

Client Relief Schedule

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken at no additional cost to you.
100%	95-97%	Remedial action will be taken at no additional cost to you. 4% credit of fee for affected billing cycle will be posted to next billing cycle
100%	<95%	Remedial action will be taken at no additional cost to you. 5% credit of fee for affected billing cycle will be posted to next billing cycle

You may request a report from us that documents the preceding billing cycle's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued. That report is available by contacting the hosting hotline through the support portal(s).

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. When maintenance is scheduled to occur, we will provide approximately two (2) weeks' advance written notice to the contact information that you supply on your notification form. When emergency maintenance is scheduled, you will receive an email at that same contact point.

Force Majeure

You will not hold us responsible for 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 include the details and circumstances supporting our request for relief with clear and convincing evidence pursuant to this provision. You will not unreasonably withhold your acceptance of such a request.

Comment [WJ7]: May be deleted if SceneDoc is self-hosted.

Exhibit 2
Schedule 2
Support Call Process for SceneDoc Subscription Services

Support Channels

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

(1) Tyler Community (available for some Tyler software solutions) – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance or SaaS agreements to collaborate with one another, share best practices and resources, and access documentation.
(2) On-line submission (portal available for some Tyler software solutions) – 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:

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

Support Availability

Tyler Technologies support is available during the local business hours of Monday through Friday from 8:00 a.m. to 9:00 p.m. (Eastern Time Zone).

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	
Boxing Day (Canada only)	Civic Day (Canada only)

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 emailing or 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.

Priority 1: *A Defect that renders the Tyler Software inoperative; or causes the Tyler Software to fail catastrophically.*

After initial assessment of the Priority 1 Defect, if required, we shall assign a qualified product technical specialist(s) within one business (1) hour. The technical specialist(s) will then work to diagnose the Defect and to correct the Defect, providing ongoing communication to you concerning the status of the correction until the Tyler Software is operational without Priority 1 defect.

The goal for correcting a Priority 1 Defect is 24 hours or less.

(b) **Priority 2**: *A Defect that substantially degrades the performance of the Tyler Software, but does not prohibit your use of the Tyler Software.*

We shall assign a qualified product technical specialist(s) within four (4) business hours of our receipt of your notice. The product technical specialist will then work to diagnose and correct the Defect. We shall work diligently to make the correction, and shall provide ongoing communication to you concerning the status of the correction until the Tyler Software is operational without Priority 2 Defect.

The goal for correcting a Priority 2 event is to include a correction in the next Tyler Software release.

(c) **Priority 3**: *A Defect which causes only a minor impact on the use of the Tyler Software.*

We may include a correction in subsequent Tyler Software releases.

Incident Escalation

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

(5) Level 1: front-line representatives
(6) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
(7) Level 3: assist in incident escalations and specialized client issues

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:

(4) 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.
(5) Email – clients can send an email to software support in order to escalate the priority of an issue
(6) 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.