

**A RESOLUTION APPROVING A
SOFTWARE AS A SERVICE AGREEMENT
WITH TYLER TECHNOLOGIES, INC.**

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ARLINGTON HEIGHTS:

SECTION ONE: A certain Software as a Service Agreement by and between the Village of Arlington Heights and Tyler Technologies, Inc., related to the development of an Enterprise Resource Planning (ERP) system, a true and correct copy of which is attached hereto, be and the same is hereby approved.

SECTION TWO: The Village Manager is hereby authorized and directed to execute said agreement on behalf of the Village of Arlington Heights.

SECTION THREE: This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

AYES:

NAYS:

PASSED AND APPROVED this 20th day of September, 2021.

Village President

ATTEST:

Village Clerk

AGREEMENTRES:Software as a Service Agreement – Tyler Technologies



SOFTWARE AS A SERVICE AGREEMENT

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

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

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

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means Village of Arlington Heights, IL.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains EnerGov labeled software, defined users mean the maximum number of named users that are authorized to use the EnerGov labeled modules as indicated in the Investment Summary.
- **"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 by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.

- **“Investment Summary”** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“Recovery Point Objective (RPO)”** means the maximum tolerable period from the declaration of a disaster during which your Data may be lost, said declaration will not be unreasonably withheld. The RPO is the point in time at which all data is fully restored prior to the declaration. For purposes of this definition, “Disaster” means an event that renders any portion of a data center’s infrastructure used in connection with the Agreement both inoperable and unrecoverable.
- **“Recovery Time Objective (RTO)”** means the amount of time from the declaration of a disaster, within which your access to the Tyler Software must be restored. For purposes of this definition, “Disaster” means an event that renders any portion of a data center’s infrastructure used in connection with the Agreement both inoperable and unrecoverable.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party 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 Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties’ products or services, as applicable, and attached or indicated at Exhibit D.

- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. **Rights Granted.** We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(12). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.
2. **SaaS Fees.** You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. **Ownership.**
 - 3.1. We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 3.2. The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
 - 3.3. You retain all ownership and intellectual property rights to the Data. For the avoidance of doubt, the Data includes the following derivative outputs: publications, forms, and media created specifically for and paid for by the Village. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. **Restrictions.** You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party’s business operations unless the third party is under contract to perform work on the Client’s behalf; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign,

distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(12), below, the SLA and our then current Support Call Process.
6. Functionality Replacement. For a period of five (5) years from the Term commencement Date, if a new release of the Tyler Software removes functionality that was originally licensed to you, we will provide alternative means for performing the same function, at no additional cost to you beyond payment of the annual SaaS Fees.
7. SaaS Services.
 - 7.1. Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.

You will be hosted on shared hardware in a Tyler data center or in a third-party data center physically located within the continental United States and subject to all applicable United States laws and regulations. Tyler will not transfer Client data outside territorial limits of the United States of America without prior permission from Client. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
 - 7.2. Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the RPO exceed a maximum of twenty-four (24) hours from declaration of disaster.
 - 7.3. In the event we declare a disaster, our RTO is twenty-four (24) hours.
 - 7.4. We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and

unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

- 7.5. We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 7.6. We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 7.7. We provide secure Data transmission paths between each of your workstations and our servers.
- 7.8. Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 7.9. Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.
8. Data Redundancy. As of the Effective Date of the Agreement our backup schedule for purposes of disaster recovery for Client's Data is to retain daily backups for seven (7) days, weekly backups for five (5) weeks, monthly backups for thirteen (13) months. Tyler reserves the right to change its backup schedule provided such change is at least as frequent as industry standard. Upon your written request, we will make available to you a copy of your database on a monthly basis via Tyler's SFTP (secure FTP) server for you to pull to your local site.
9. Password Security. Tyler warrants that, as of the Effective Date, no 'back door' password or other method of remote access by unauthorized persons into the Tyler Software exists.

SECTION C –PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. 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. Personnel. We agree to maintain an adequate staff of experienced and qualified employees for efficient performance under this Agreement. In the event Tyler personnel provide services not conforming to the services warranties in this Agreement, Tyler will be given a reasonable opportunity to correct the deficiency. Once Tyler has had a reasonable opportunity to correct the deficiency, if the deficiency persists, then Client may provide written notice to Tyler, demanding that the Tyler personnel be removed. In such a case, Tyler will identify a replacement within a commercially reasonable time or, in the event Tyler disagrees with the Client's demand, the matter shall be referred to the Dispute Resolution Process of this Agreement. Notwithstanding the foregoing, Client and Tyler agree to work towards a mutually agreeable remedy in the event of a change in personnel, including managing the effect upon the timelines and milestones set forth in the SOW and any project plans.
5. Interviews of Designated Project Personnel. Client is permitted a reasonable opportunity to interview project personnel designated by Tyler. Client and Tyler agree that this right to interview, as well as any information obtained through such interviews, do not grant Client an express or implied right to select or reject designated Tyler project personnel. The parties will agree to scope of interview topics in advance. Client requests for interviews will be timely submitted so as to not negatively impact expected dates of performance. Interviews will be conducted remotely unless Client agrees to compensate Tyler for the time (at then-current professional services rates) and associated travel expenses incurred for an in-person interview.
6. Assignment and Removal of Staff. After the Effective Date, and in coordination with the project kick-off activities identified in the Statement of Work, we will make our project staffing assignments. Upon request, we will provide you with project resumes, demonstrating relevant past project experience, for project team members that are allocated for onsite or remote services on the project. You agree that those resumes are for your information and planning purposes only.

Once our project team is assembled and your counterparts have been identified, both parties agree that, except for reasons outside of their control, they will not remove staff and personnel from their assigned project roles without reasonable advance notice and good cause, and that they will work together to mitigate project impacts after any such removal. The parties will also work together to manage the project impact resulting from the temporary unavailability of project staff from either party. We agree to use commercially reasonable efforts to maintain consistency of project personnel and commit to replacement resources having sufficient project knowledge, without additional cost to you, in order to render services in accordance with contractual requirements.

In the event our personnel is/are not providing services consistent with our services warranty or are otherwise negatively impacting the project, you will notify us of that deficiency and give us a reasonable opportunity to correct it. In the event the deficiency persists, we will replace that project member, upon written request. Replacement staff will be assigned following the same processes set forth above and shall have, at minimum, the reasonably equivalent experience and project knowledge as the person being replaced. The foregoing notwithstanding, if the replacement personnel is providing services onsite, you shall remain liable for travel expenses incurred by such

personnel, to be invoiced in accordance with the Business Travel Policy.

7. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
8. 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.
9. 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. Any employee on the Client's premises shall comply with applicable laws and regulations. Any employee involved in egregious or unlawful misconduct while on Client's premises shall be subject to immediate removal by the Client's Safety Officer or local law enforcement.
10. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies and undergo annual security training. When employees leave employment with Tyler, a formal process is established to remove their physical and virtual access to Tyler's infrastructure immediately upon departure. For the avoidance of doubt, virtual access means log-in credentials to the Tyler network.
11. 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).
12. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
 - 12.1. perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
 - 12.2. provide support during our established support hours;
 - 12.3. 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;
 - 12.4. make available to you all 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

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

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

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

13. Project Schedule. We will deliver to you a detailed Project Plan within 45 days of the project kick-off that details both our and your responsibilities to accomplish the tasks set forth in the Statement of Work as well as the specific start and end dates for each activity. The Project Plan will be in sufficient detail to specify the installation, conversion, training, testing, acceptance, and live operation activities for each phase, including the planned phase go-live date. The parties understand and agree that the Project Plan(s) may be modified, as necessary, by mutual agreement and in accordance with the processes set forth in the Statement of Work.
14. Implementation & Post Implementation Application Management Support Plan. Both parties mutually agree to prepare terms of an implementation and post-implementation support plan defining the roles and responsibilities of each party to perform the functions detailed in the Statement of Work.
15. Tyler Software Acceptance. The Client will use the following acceptance process for each Phase, as defined in the SOW. Client will have a maximum of a thirty (30) calendar day "Test Period" to test the System in a live production environment for and report documented Defects. If there are no Defects reported during the Test Period the Client shall issue "Acceptance." Upon Acceptance of the last Phase of the project, Client shall also grant "Project Closure." If Client reports a documented Defect during the Test Period, Client will notify Tyler in writing. Tyler will correct the Defect(s) or provide a mutually agreeable plan for future resolution of any Defect(s). A dispute with respect to the plan shall be addressed pursuant to the Dispute Resolution Process of this Agreement. Upon resolution of a Defect during the Test Period, Client may re-perform testing for a maximum of

fifteen (15) calendar days. This procedure shall repeat until all Defects have either been resolved or the Client and Tyler, reasonably cooperating, have developed a mutually agreeable schedule for Defect resolution, at which point the Client shall issue Project Closure.

16. Video and Audio Recording. Subject to Section H (17), Tyler is willing to permit the Client to record trainings and presentations, provided Client uses said recordings solely for its internal business purposes.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
 - 3.1. We are authorized by each Developer to grant access to the Third Party Software.
 - 3.2. The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3. You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
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.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

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

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A, commencing on the first day of the first month following the date Tyler makes the SaaS environment available to you, unless earlier terminated as set forth below. If no duration is indicated in Exhibit A, the initial term is one (1) year. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2)
 - 2.1. Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2. For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
 - 2.3. Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of thirty (30) days or more.
 - 2.4. Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.
 - 2.5. Fees for Termination without Cause during Initial Term. If you terminate this Agreement during the initial term for any reason other than cause, Force Majeure, or lack of appropriations, or if we terminate this Agreement during the initial term for your failure to pay SaaS Fees, you shall pay us the following early termination fees:
 - a. if you terminate during the first year of the initial term, 100% of the SaaS Fees through the date of termination plus 25% of the SaaS Fees then due for the remainder of the initial term;
 - b. if you terminate during the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 15% of the SaaS Fees then due for the remainder of the initial term; and
 - c. if you terminate after the second year of the initial term, 100% of the SaaS Fees through

the date of termination plus 10% of the SaaS Fees then due for the remainder of the initial term.

3. Transition Services. In the event of termination by either party, Client may request that Tyler provide reasonable transition services to assist with Client's migration to a new vendor of choice. The parties agree to work together in good faith to create a mutually agreeable scope for those services, to be provided at Tyler's then-current pricing. In no event shall Tyler be required to disclose any Tyler confidential information to any such new vendor but will reasonably cooperate in response to requests to provide information as such is commercially and reasonably available.
4. Return of Client Data. In the event of termination or expiration of this Agreement, and upon reasonable advance notice, Tyler shall promptly make all Client Data securely available to Client in the form of a copy of the database(s) hosted by Tyler or such other format as may be mutually agreed upon. Such Client Data will be provided no later than sixty (60) days prior to the date of expiration or termination, as applicable, (provided at least 10 days advance notice by Client) and again seven (7) days after date of expiration or termination, as applicable.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
 - 1.1. We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
 - 1.2. Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
 - 1.3. If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
 - 1.4. If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.
2. General Indemnification.
 - 2.1. To the extent permitted by law, we will indemnify and hold harmless Client and its 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; (b) our

violation of PCI-DSS requirements or a law applicable to our performance under this Agreement; or (c) a breach of our obligations under Section H (17). 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, and without waiving your tort immunity provided by the laws of the State of Illinois, 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, EITHER PARTY'S 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 ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TWO (2) TIMES THE TOTAL FEES SET FORTH IN THE INVESTMENT SUMMARY AS OF THE EFFECTIVE DATE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) or G(2).
5. EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW EXCEPT FOR EXPRESS INDEMNITY OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY 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; (e) Cyber Liability of at least \$1,000,000; and (f) 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 that shows the policy has not changed or been canceled, and that you are still listed as additional insured.

Technology Errors & Omissions Coverage: Our Professional Liability coverage shall include errors,

omission, and professional negligence associated with performing services on Client's behalf.

Fidelity Bonds for First Party and Third-Party Actions: We shall provide reimbursement to Client if one of our employees or contractors or agents commits, fraud, theft or forgery against Client.

7. Cyber Liability Insurance. We will maintain insurance coverage for your expenses or losses associated with a data breach or malicious software attack. Our coverage will provide you with compensation for attorney's fees, court-ordered judgments, and settlements associated with, but are not limited to data breach lawsuits where Client data and services maintained on Client's systems are compromised due to actions of Successful Proposer to support Client's system(s).

Our cyber liability insurance reimburses Client for any ransom and for the cost of hiring someone to investigate and determine the source of the attack. Situations may include, but are not limited to the following:

1. Data breach or cyberattack at software solutions provider business (e.g. hosting environment)
2. A situation where Client's data/services are compromised resulting in:
 - Payment Card Industry (PCI) compliance fines
 - Cyber extortion ransoms
 - Digital forensic investigation
 - Notifying affected customers
 - Credit and fraud monitoring services
 - Public relations
 - Business interruption expenses, such as hiring additional staff, renting equipment, or purchasing third-party services

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary 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 State or Federal court in Illinois. 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, and with your prior written consent, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - a. is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - b. a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - c. a party receives from a third party who has a right to disclose it to the receiving party; or
 - d. is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give

us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law. We will comply with all applicable laws, ordinances, orders, decrees, and regulations. The quoted fees are based, in part, on the cost of compliance with applicable laws existing as of the Effective Date. Should laws applicable to Tyler's performance under the Agreement change post-signature, Tyler reserves the right to seek a change order for the additional work, time and/or cost that may be required to comply with the new law, ordinance or regulation.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary Schedule 1: Spreadsheet Investment Summary
Exhibit B	Invoicing and Payment Policy Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement Schedule 1: Support Call Process
Exhibit D	Third Party Terms Schedule 1: Hyperlinked Terms Schedule 2: DocOrigin Terms Schedule 3: SymPro EULA
Exhibit E	Statement of Work
Exhibit F	Tyler's Proposal to Client's RFP
Exhibit G	Client's Request for Proposal with issued addenda

In the event of conflict between parts of this Agreement, the conflict shall be resolved by adhering to the following order of precedence:

- This Agreement, Exhibits A-B-C-D-E
- Exhibit F – Tyler's Proposal
- Exhibit G – Client's Request for Proposal

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.

Village of Arlington Heights, IL

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:

Village of Arlington Heights
33 S. Arlington Heights Road
Arlington Heights, IL 60005
Attention: Mr. Randall Recklaus, Village Manager



Exhibit A: Investment Summary

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

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Quoted By: Gary Dube
Quote Expiration: 11/30/2021
Quote Name: Arlington Heights-ERP-Munis
Quote Number: 2020-112223-3
Quote Description: Inv Sum for Exhibit SEPT15

Sales Quotation For

Village of Arlington Heights
33 S Arlington Heights Rd
Arlington Heights, IL 60005-1403
Phone +1 (847) 368-5000

SaaS

			One Time Fees		
Description	# Years	Annual Fee	Impl. Hours	Impl. Cost	Data Conversion

Financial:

Accounting/GL

Accounts Payable					
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Bid Management

Budgeting					
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Capital Assets

Cash Management					
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Contract Management

Employee Expense Reimbursement					
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Inventory

Project & Grant Accounting					
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Purchasing

Human Capital Management:

ExecuTime Advanced Scheduling

ExecuTime Advanced Scheduling Mobile Access					
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SaaS

			One Time Fees		
Description	# Years	Annual Fee	Impl. Hours	Impl. Cost	Data Conversion

ExecuTime Time & Attendance Mobile Access

Human Resources & Talent Management

Payroll w/ESS

Recruiting

Risk Management

Revenue:

Accounts Receivable

Central Property File

General Billing

Tyler Cashiering

UB Interface

Utility Billing CIS

Vehicle Stickers

Productivity:

Citizen Self Service

eProcurement

Munis Analytics & Reporting

Postal XPress (Lorton) Annual Subscription

Tyler Content Manager Auto Indexing and Redaction (Enterprise Edition)

Tyler Content Manager Enterprise

Tyler ReadyForms Processing (including Common Form Set)

Additional:

3rd Party Asset Management API Connector for Munis

Comprehensive Annual Financial Report Statement Builder

EnerGov Advanced Automation Bundle

EnerGov Business Management API Toolkit

EnerGov Business Management Suite (10)

SaaS

			One Time Fees		
Description	# Years	Annual Fee	Impl. Hours	Impl. Cost	Data Conversion
EnerGov Citizen Self Service - Business Management					
EnerGov Citizen Self Service - Community Development					
EnerGov Community Development Suite (50)					
EnerGov Core Foundation Bundle					
EnerGov e-Reviews					
EnerGov iG Workforce Apps (25)					
EnerGov Report Toolkit					
EnerGov View Only License (70)					
MyCivic Bundle					
SnapLogic - Up to 5 Integrations					
Tyler 311/Incident Management					
Tyler Enterprise Payments					
Tyler GIS - Site License					
TOTAL:		\$437,119.00		\$775,520.00	\$126,750.00

Tyler Software and Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Additional:						
MISC PACE						
MISC PACE						
Tyler Content Manager SE - EnerGov Business Management - D						
Tyler Content Manager SE - EnerGov Community Development - D						
TOTAL:	\$0.00		\$0.00	\$12,000.00	\$12,000.00	\$41,355.00

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
Configuration Postal Xpress (Lorton)				
Custom Report Writing				
EnerGov Business Management Forms Library (6 Forms)				
EnerGov Community Development Forms Library (5 Forms)				
Install Fee - Cash Station Install - Remote				
MISC Implementation				
MISC Implementation				
MISC Implementation				
MISC Implementation				
MISC Implementation				
MISC Implementation				
MISC Implementation				
MISC Service				
MISC Service				
MISC Tyler Forms				
Munis Executive Insights Implementation				
TCM Conversion - Implementation				
TOTAL:				\$1,041,570.00

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
Cash Drawer							
Hand Held Scanner - Model 1950GSR							
Hand Held Scanner Stand							
ID Tech MiniMag USB Reader							

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
Koa Hills - Chart of Accounts (COA) Re-design Leadership							
Koa Hills - Data Conversion Assistance - EnerGov							
Koa Hills - Data Conversion Assistance - Finance							
Koa Hills - Data Conversion Assistance - HCM							
Koa Hills - Data Conversion Assistance - Utility Billing							
Koa Hills - Tyler Hosted Data Archive Module - Financials (SaaS)							
Koa Hills - Tyler Hosted Archive Database - Financials							
Koa Hills - Tyler Hosted Data Archive Module - HCM (SaaS)							
Koa Hills - Tyler Hosted Archive Database - HCM							
MISC Hardware							
MISC Hardware							
MISC Hardware							
Pattern Stream Automated Document System - Implementation							
Pattern Stream Automated Document System - SaaS							
Printer (TM-S9000)							
Tyler Payments Lane 5000 Terminal Purchase							

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
Tyler Payments PCI Service Fee (Per Device)							
Tyler Secure Signature System with 2 Keys							
TOTAL:				\$270,132.00			\$37,461.00

Summary

	One Time Fees	Recurring Fees
Total Tyler Software	\$0.00	\$41,355.00
Total SaaS	\$0.00	\$437,119.00
Total Tyler Services	\$1,955,840.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$270,132.00	\$37,461.00
Summary Total	\$2,225,972.00	\$515,935.00
Contract Total	\$4,490,383.00	
(Excluding Estimated Travel Expenses)		
Estimated Travel Expenses	\$90,870.00	

Optional SaaS

				One Time Fees		
Description	# Years	Annual Fee	Impl. Hours	Impl. Cost	Data Conversion	

Financial:

Quatred Asset Scanning Interface

Quatred Inventory Scanning Interface					
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Productivity:

Tyler Notify includes 50,000 Msgs and 1,650 Mins per year

Additional:

Payroll Tax Table Updates

EnerGov Decision Engine					
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Socrata Capital Projects Explorer

Optional SaaS

				One Time Fees		
Description	# Years	Annual Fee	Impl. Hours	Impl. Cost	Data Conversion	
Socrata Citizen Connect						
Socrata Open Finance						
TOTAL:		\$51,276.00		\$22,200.00	\$0.00	

Optional Tyler Software and Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
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Additional:**MISC PACE**

Utility Billing - Assessments - C						
TOTAL:	\$0.00		\$0.00	\$1,200.00	\$1,200.00	\$8,985.00

Optional Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
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Install Fee - Socrata Capital Projects Explorer

Install Fee - Socrata Open Finance				
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MISC Service

TOTAL: \$164,400.00**Optional 3rd Party Hardware, Software and Services**

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
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MISC System Software Maint

MISC Third Party Training							
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MISC Third Party Training

TOTAL: \$24,600.00 \$45,200.00

Client Electronic Payment Costs	
If absorbing the transaction costs	
<u>Client Card Cost</u> – per card transaction with Visa, MasterCard, Discover, and American Express for all transactions on top of bank and card brand fees	██████████
<u>Client eCheck Cost</u> – per electronic check transaction	████
Miscellaneous Costs	
<u>Credit Card Chargebacks</u> – if a card payer disputes a transaction at the card issuing bank (e.g. stolen card)	████
<u>eCheck Rejects</u> – when an eCheck transaction comes back as declined (e.g. bounced check)	████
<u>Card Terminal Rental</u> – per device, per month. Covers cost of PCI compliance, service, maintenance, real-time integration and support	<div>██████████</div> <div>██████████</div>
<u>Card Terminal Purchase</u> – PCI fee is per device, per month. Covers cost of PCI compliance, service, maintenance, real-time integration and support	<div>████████████████████</div> <div>████████████████████</div> <div>████████████████████</div>
<u>IVR</u> - per transaction on top of Card fee passed to the payer or absorbed	████



Exhibit A: Schedule 1 – Spreadsheet Investment Summary

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

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Exhibit B: Invoicing and Payment Policy

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

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

1. SaaS Fees. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term of five years are as set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates. The foregoing notwithstanding, Tyler agrees to cap increases to annual SaaS Fees for [REDACTED] over the prior year's fees.
2. Other Tyler Software and Services.
 - 2.1. *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary. Hours invoiced may not exceed the budgeted hours by phase represented in the project plan without an approved change order. The foregoing notwithstanding, the Client may retain [REDACTED] with such retention to be paid upon the completion of the Project Closure Activity (Control Point 6) for each Project Phase identified in SOW Section 3.4 Project Timeline as represented below.
 - Phase 1: Financials
 - Phase 2a: Human Capital Management
 - Phase 2b: Executime Advanced Scheduling
 - Phase 3: EnerGov, 311, MyCivic
 - Phase 4: Utility Billing
 - 2.2. *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
 - 2.3. *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as



estimated, we will bill you the actual services delivered on a time and materials basis.

- 2.4. *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.
- 2.5. *Other Fixed Price Services:* Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. 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 first day of the month immediately following initiation of project planning.
- 2.6. *Web Services:* Annual fees for web services are payable in advance, commencing upon the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.
- 2.7. *Annual Services:* Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.
3. Third Party Products.
 - 3.1. *Third Party Software License Fees:* License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading with appropriate and valid credentials enabling the Client to successfully access the software.
 - 3.2. *Third Party Software Maintenance:* The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading with appropriate and valid credentials enabling the Client to successfully access the software.
 - 3.3. *Third Party Hardware:* Third Party Hardware costs, if any, are invoiced upon delivery.
 - 3.4. *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.
4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in the Investment Summary and may be increased by Tyler upon notice of no less than ninety (90) days.
5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



Exhibit B: Schedule 1 - Business Travel Policy

1. Air Travel

1.1. 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.

1.2. 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

2.1. 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.

2.2. 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.

2.3. 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.

2.4. Parking & Tolls

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

3. Lodging

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

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

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

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

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

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

4.1. 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%

4.2. Same Day Travel

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

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

5. Internet Access – Hotels and Airports

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

6. International Travel

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

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

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

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



Exhibit C: Service Level Agreement

I. Agreement Overview

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

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

Actual Attainment: The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$.

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

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

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

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

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

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

III. Service Availability

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined



in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

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

c. Client Relief

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

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

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

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

* Notwithstanding language in the Agreement to the contrary, Recovery Point Objective is one (1) hour.

IV. Maintenance Notifications

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

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



Exhibit C: Schedule 1 - Support Call Process

Support Channels

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

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

* Channel availability may be limited for certain applications.

Support Resources

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

- (1) Tyler Website – www.tylertech.com – for accessing client tools 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

Standard Support

Tyler Technologies standard 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. Additionally, some clients may obtain support for certain Tyler solutions outside of standard times as further detailed below. Availability and cost of support of support outside of standard times is at Tyler's discretion. Tyler's holiday schedule is outlined below. There will be no standard support coverage on these days.



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

Support Outside of Standard Times

For clients who obtain 24 x 7 support, we will provide you with procedures for contacting support staff outside standard support times for reporting Priority Level 1 Defects only. Upon receipt of such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

For some Tyler solutions, we will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Issue Handling

Incident Tracking

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

Incident Priority

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

Incident Escalation

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

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

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open

issue and determine the necessary action to meet the client's needs.

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

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

Remote Support Tool

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



Exhibit D: Third Party Terms

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Exhibit D: Schedule 1 - Hyperlinked Terms

Pattern Stream Terms. Your use of Pattern Stream software and services is subject to the terms found here: <https://www.tylertech.com/terms/finite-matters-ltd-consolidated-terms>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Pattern Stream software or services, you agree that you have read, understood, and agree to such terms.

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Exhibit D: Schedule 2 - DocOrigin Terms

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- 1.5 Disaster Recovery License.** You may request a Disaster Recovery license of the Software for each production license You have purchased as a failover in the event of loss of use of the production server(s). This license is for disaster recovery purposes only and under no circumstance may the disaster recovery license be used for production simultaneously with a production license with which it is paired.
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7. TERM AND TERMINATION

7.1 The term of this Agreement will begin on download of the Software and, in respect of an Evaluation License, shall continue for the Evaluation Period, and in respect of all other license types defined in Section 1, shall continue for as long as You use the Software, unless earlier terminated sooner under this section 7.

7.2 Eclipse Corporation may terminate this Agreement in the event of any breach by You if such breach has not been cured within thirty (30) days of notice to You. No termination of this Agreement will entitle You to a refund of any amounts paid by You to Eclipse Corporation or its applicable distributor or reseller or affect any obligations You may have to pay any outstanding amounts owing to Eclipse Corporation or its distributor.

- 7.3 Your rights to use the Software will immediately terminate upon termination or expiration of this Agreement. Within thirty (30) days of termination or expiration of this Agreement, You shall purge all Software and all copies thereof from all computer systems and storage devices on which it was stored, and certify such to Eclipse Corporation

8. GENERAL PROVISIONS

- 8.1 **No Waiver.** No delay or failure in exercising any right under this Agreement, or any partial or single exercise of any right, will constitute a waiver of that right or any other rights under this Agreement. No consent to a breach of any express or implied term set out in this Agreement constitutes consent to any subsequent breach, whether of the same or any other provision.
- 8.2 **Severability.** If any provision of this Agreement is, or becomes, unenforceable, it will be severed from this Agreement and the remainder of this Agreement will remain in full force and effect.
- 8.3 **Assignment.** You may not transfer or assign this Agreement (whether voluntarily, by operation of law, or otherwise) without Eclipse Corporation's prior written consent. Eclipse Corporation may assign this Agreement at any time without notice. This Agreement is binding upon and will inure to the benefit of both parties, and their respective successors and permitted assigns.
- 8.4 **Governing Law and Venue if You are located in the USA.** This Agreement shall be governed by the laws of the State of Texas if You are located in the USA. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the State of Texas shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.
- 8.5 **Governing Law and Venue if You are not located in the USA.** This Agreement shall be governed by the laws of the Province of Ontario in Canada if You are not located in the USA. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the Province of Ontario in Canada shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.
- 8.6 **Entire Agreement.** This Agreement is the entire understanding and agreement between You and Eclipse Corporation with respect to the subject matter hereof, and it supersedes all prior negotiations, commitments and understandings, verbal or written, and purchase order issued by You. This Agreement may be amended or otherwise modified by Eclipse Corporation from time to time and the most recent version of the Agreement will be available on the Eclipse Corporation website www.docorigin.com.

Last Updated: July 22, 2017



Exhibit D: Schedule 3 – SymPro EULA

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EMPHASYS SOFTWARE AGREEMENT

This Agreement is entered into on the date set forth below, by and between Emphasys Computer Solutions, Inc. having its principal place of business in Pembroke Pines, FL (hereinafter Emphasys); and Saginaw County having its principal place of business at 33 S. Arlington Heights Road, Arlington Heights, IL 60005 (hereinafter Licensee).

1. LICENSED SOFTWARE

- 1.1. Emphasys grants to Licensee a nonexclusive, nontransferable, non-assignable, non-perpetual, license to use the software identified in Exhibit A ("Licensed Software"), provided to Licensee as Software-as-a-Service ("SaaS"), and Emphasys, as authorized agent, grants to Licensee a nonexclusive, nontransferable, non-assignable, non-perpetual, license to use the software described in Exhibit A ("Other Licensed Software"). The license is solely for Licensee's own use for its internal data processing operations and solely on the one computer system currently used by Licensee or delivered to Licensee in an Emphasys provided hosted environment (SaaS), purchased and delivered hereunder. Licensee agrees to abide by all terms and conditions as required by the manufacturers of the Other (Third Party) Licensed Software.

2. PROPRIETARY INFORMATION & NON-DISCLOSURE

- 2.1. Licensed Software, including source code and Support Services, and all documents related thereto, constitutes proprietary information and trade secrets to Emphasys or to the principals for whom Emphasys is the authorized agent. Title and full ownership, including any modifications or revisions thereto, shall at all times remain with Emphasys or its principal.
- 2.2. Licensee may not make copies of the Licensed Software except for backup, archival, emergency recovery purposes or to replace a worn copy. If this License Agreement is terminated, all such copies must be destroyed and the Licensed Software returned to Emphasys.
- 2.3. Licensee agrees that it will not allow others to reverse engineer, disassemble, de-compile or in any way tamper with the Licensed Software.
- 2.4. Licensee shall take all reasonable steps to ensure that all Licensed Software, in whatever form, and all documents relating thereto, are held in confidence by Licensee, its employees and consultants and are not disclosed or made available to any third party not licensed by Emphasys, without the prior written consent of Emphasys. Licensee shall instruct in writing all parties having access to the Software of their obligations under this Article.
- 2.5. In the event of Licensee's breach of this Article, as determined by Emphasys, Emphasys shall have the right to enjoin Licensee from further breach and obtain such

relief as may be determined by a court of competent jurisdiction.

3. PAYMENT TERMS

- 3.1. Licensee agrees to pay 100% of Emphasys the price of the SaaS Fees by paying the first full annual payment at the time of execution of this Agreement. Licensee agrees to pay 100% of subsequent years 30-days in advance, prior to the anniversary of the initial due date, which shall be effective the first of the month following the date of the initial execution date of this Agreement.
- 3.2. Licensee agrees to pay 100% of the amounts listed in this Agreement for Services upon delivery of such Services by Emphasys.
- 3.3. All amounts are due and payable within thirty calendar days of Emphasys' invoice, and all amounts shall be in US dollars unless otherwise noted. Emphasys accepts all major credit cards. A 3% convenience fee will be charged on processed items.
- 3.4. Emphasys shall have the right to withhold services and be held harmless in the event scheduled payments due hereunder remain outstanding for a period longer than thirty days from the due date. Emphasys shall also have the right to charge a reinstatement or collection fee equal to 10% of any amount unpaid and overdue for this period of time. In addition, Licensee shall be responsible for paying for any third party collection or legal costs incurred by Emphasys as a result of additional collection efforts. Finally, Emphasys reserves the right to cancel Licensee's license for Licensed Software, after written notice of 30 days, for any material breach by Licensee or if any charges called for herein, which are not reasonably disputable and are in excess of \$10,000, remain unpaid for a period of ninety (90) days beyond the due date. Cancellation for any reason shall not affect the sums due hereunder or any additional remedies provided by law or equity.
- 3.5. In addition to any penalties that may be charged, Emphasys reserves to right to assess and licensee agrees to pay a service charge of one and one-half percent (1.5%) per month or partial month on all past due invoices.
- 3.8 In addition to the amounts listed for Services, Licensee agrees to pay for reasonable expenses incurred by Emphasys to fulfill its obligations to Licensee, including travel expenses such as lodging, food, airfare, ground transportation, mileage and airport parking during the term of this Agreement.
- 3.9 Any sales-related taxes, whether specifically identified in this Agreement or not, which are imposed currently or in the future, by any authority with the power of taxation in connection with this Agreement, shall be paid by Licensee. If Licensee is exempt from taxation, Licensee

shall provide Emphasys with a Certificate of Exemption upon request.

4. WARRANTY

- 4.1. Emphasys warrants that it is the owner of the Licensed Software and Documentation and that Emphasys has the right to sublicense such Licensed Software or Other Licensed Software, as applicable. Emphasys further warrants that no portion of the Licensed Software or Documentation infringes on the intellectual property rights of any third party. Emphasys will indemnify and hold harmless Licensee, its affiliates and each of their respective officers, directors, affiliates, owners, employees and agents ("Indemnitee") from any loss, liability, damage, or expense, including, but not limited to, costs of defense resulting from any claims, demands, or actions brought against Indemnitee based on a claim or allegation that the Licensed Software or Documentation infringes or misappropriates a patent, copyright, trade secret, information, or any other rights of any third party. Emphasys shall have the right to direct the defense strategy and to select their legal representation. The affected Indemnitee, however, shall give Emphasys prompt written notice of any such claim and shall cooperate in the defense of such claims, demands or actions.
- 4.2. Emphasys warrants that the Software will be free from defects in material and workmanship and shall substantially comply with Emphasys' then current documentation. The warranty period of thirty (30) days commences immediately following initial Software installation.
- 4.3. These warranties will only be valid when the Software is used by Licensee in an appropriate and reasonable manner consistent with normal usage and management of such Software. The exclusive remedy of Licensee for breach of these warranties is that Emphasys shall be required to correct, repair, adjust or modify the Software if such defect in material or workmanship occurs and is reported by Licensee in writing within the appropriate warranty period. Emphasys shall not be responsible or liable for damage to the Software caused by Licensee, acts of God, the tampering with or modification of the Software by anyone other than Emphasys' authorized personnel, or damage to the Software occurring by virtue of electrical malfunctions or external factors over which Emphasys has no control.
- 4.4. These warranties do not extend to any Software to which repairs or modifications have been performed by Licensee or persons not authorized by Emphasys, unless such repairs were performed with the prior written consent of Emphasys.
- 4.5. Emphasys warrants that all Services provided pursuant to this Agreement will be performed in a workmanlike manner in accordance with reasonable commercial

standards. This warranty shall extend for thirty days following completion of the particular Service, and Emphasys shall correct all Services not so performed if brought to Emphasys' attention in writing within the warranty period.

- 4.6. Emphasys provides no warranties for hardware Equipment and related system software beyond that provided by the manufacturer.

4.7. THE WARRANTIES PROVIDED IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE FACE HEREOF, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. LIMITATION OF LIABILITY

- 5.1. Emphasys shall not be liable to Licensee or any other person for any claim or damages arising directly or indirectly from the furnishing of Equipment, Software, Services, or any documentation relating to such Equipment, Software or Services provided hereunder or from any other cause, except for claims arising from the negligence or willful misconduct of Emphasys or Emphasys' employees, agents or subcontractors. Liability of Emphasys for negligence shall in no event exceed the total price of the item of Equipment, Software Module, or particular Service that is the subject of the claim. Except for acts of willful misconduct, in no event shall Emphasys be liable to Licensee or any third party for indirect, incidental, special, consequential, or exemplary damages of any kind arising out of the existence, furnishing, functioning or the use of the Equipment, Software or Services provided hereunder, even if Emphasys has been advised of the possibility of such damages.

6. AGREEMENT

- 6.1. The Agreement between Licensee and Emphasys consists of the following documents and all attachments thereto, which are hereby incorporated by reference. If there is any conflict between the documents, the following order of precedence shall govern:
 - 6.1.1. The contents herein, as may be modified in accordance with Article 9.5, including all Exhibits.
 - 6.1.2. Emphasys' proposal, hereinafter referred to as Exhibit A, License and Service Fees.

7. SUPPORT

- 7.1. Emphasys shall provide Support included as part of the annual SaaS fees, commencing on the Effective Date. This Agreement shall automatically renew for additional terms of one (1) year each unless either party provides the other with written notice of termination at least one hundred twenty (120) days prior to the expiration date of the initial term or of any subsequent one-year term. SaaS

Fees are based on a 5 year term. If for any reason Licensee cancels within the first five years, the balance of the remaining 5 years of SaaS Fees will be due immediately upon termination (the "Early Termination Fee").

- 7.2. Effect of Termination. Upon termination of this Agreement the Licensee shall immediately cease all use of the Licensed Software, and within thirty (30) days of the termination date the Licensee shall (1) uninstall the Licensed Software from all of the Licensee's computers, (2) provide written notice to Emphasys attesting to the removal of the Licensed Software, and (3) pay the Early Termination Fee (the "Termination Procedures"). In the event that the Licensee fails to complete the termination procedures in a timely manner, the Licensee agrees to pay for the continued use of the Licensed Software, and Licensee shall pay Emphasys on the first of each month a monthly fee equal to one-twelfth (1/12) of the SaaS Fee multiplied by 115%, until such a time that the Licensee has satisfactorily completed the Termination Procedures.
- 7.3. Termination Audit. For a period of three (3) years after the termination of this Agreement Emphasys shall have the right to inspect the Licensee's computers and premises to ensure that the Licensee has fully and completely satisfied the Termination Procedures. In the event that the Licensed Software is discovered on any of the Licensee's computers or devices, the Licensee agrees that the presence of the Licensed Software shall be de facto evidence of the Licensee's continued use of the Licensed Software and the Licensee's violation of the Termination Procedures. In the event that the Licensed Software is discovered on any of the Licensee's computers or devices, the Licensee agrees to pay Emphasys a fee for the continued de facto use of the Licensed Software; such fee shall be equal to 125% of the SaaS Fee for period beginning on the termination date and ending on the date on which the audit was completed.
- 7.4. The prices of this agreement are fixed for the first five years according to Exhibit A, License and Service Fees. Thereafter, Emphasys shall be entitled to increase its fees for SaaS upon sixty (60) days prior written notice to Licensee.
- 7.5. Emphasys agrees to provide Standard Support, as defined in this Agreement, for the Licensed Software licensed to Licensee. Emphasys agrees to provide Standard Support to enable the Licensed Software to perform substantially without interruption and error, and in Substantial Compliance with the then current Documentation and the then current Mandated Changes.
- 7.6. Emphasys is to provide support to Licensee for technical issues arising from the Licensed Software malfunctioning relative to the functionality described in the Documentation. Any additional services to support Licensee are outside the scope of this Agreement.

7.7. "Software for Life": Licensee shall be entitled to Upgrades without having to repurchase Emphasys proprietary software licenses. During the term of this Agreement, Licensee shall be entitled to any substantially equivalent future Upgrades of that originally licensed module at no additional license fee, provided that all related SaaS fees have been paid since the original licensing of that module. Licensee is responsible for purchasing any third party required product (hardware or software) and Services required to properly implement the Upgrade.

7.8. Audits: During the term of this Agreement and for three (3) years after termination or expiration, Licensee will maintain complete records regarding software modules installed or purchased, or any other measure upon which SaaS fees are based. Upon reasonable notice to Licensee, Emphasys may audit, at Emphasys' expense, Licensee's unit counts, software modules installed, and other relevant measures and supporting records to determine its compliance hereunder.

7.9. **Standard Support** means the following services shall be provided by Emphasys to Licensee at no additional cost to Licensee:

7.9.1. Technical troubleshooting and assistance with Licensed Software in order to restore the Licensed Software's functionality to its operational condition prior to any known errors and to comply with related published Documentation, the current published software manuals and Mandated Changes.

7.9.2. Corrections of errors, interruptions, malfunctions or defects in the Licensed Software to enable the Licensed Software to substantially conform to published Documentation.

7.9.3. Assistance with errors caused by routine Software Fixes or Enhancements that are correctly installed, as directed in writing by Emphasys.

8. **RESPONSIBILITIES OF LICENSEE**

8.1. **Request for Service.** At any time, Licensee may report its request for service using Emphasys' dedicated support 800-support number or e-mail. If Licensee believes that the Support Event is a High priority, Licensee shall make every reasonable effort to determine if the event is hardware or software-related prior to requesting support from Emphasys.

8.2. **Standard Required Information.** When contacting Emphasys for Standard Support, Licensee shall provide the following information: Licensee name, phone and contact person, the name of the Licensed Software module (e.g., General Ledger, etc.), the menu item that was selected and the exact difficulty that was experienced. Licensee understands and agrees that its full cooperation and assistance are necessary for Emphasys to properly respond to a request for service.

Licensee is responsible for notifying Emphasys of any Licensed Software problems and providing written documentation of Licensed Software problems with specific examples.

- 8.3. **Install Latest Third Party Software.** Licensee agrees to install in their live environment the latest released version of Third Party Software that is used by and compatible with the Licensed Software within two (2) years of general release by said third party. During such two (2) year period, Emphasys shall use its Best Efforts to continue to support the Licensed Software using Licensee's version of the Third Party Software. In the event a Third Party Software product or version thereof is discontinued, phased-out or no longer supported by its owner, Emphasys' obligation to support that Software shall cease.
- 8.4. **Reasonable Access.** Licensee agrees to provide those Emphasys personnel involved with the operation and support of the Licensed Software reasonable access to perform activities necessary to fulfill its obligations under this Agreement. Licensee will also provide its own Internet access and connection. Such provision shall be operable prior to initial software installation and shall remain operable for the duration of Emphasys' obligation to Licensee for software support services.
- 8.5. **Data for Support.** Licensee will make available to Emphasys, on a reasonable basis, data necessary for the successful support of the Licensed Software. All such data shall be considered to be Licensee's Proprietary Information, and Emphasys shall retain same in strict confidence and shall not use or disclose such Proprietary Information except to the extent necessary to perform services hereunder.
- 8.6. **Modifications by Licensee.** In no event shall Emphasys be liable or responsible for correcting any errors or damage resulting from changes or modifications to the Licensed Software made by Licensee.
- 8.7. **Designated Licensee Contact.** It is the intent that only Licensee designated contacts or, in their absence, their assignees initiate support calls to Emphasys.

9. **GENERAL**

- 9.1. **Site Location:** The Equipment and Software shall be located at the following address: Microsoft Azure Hosting Site.
- 9.2. **Export:** The Equipment and Licensed Software furnished by Emphasys herein and any direct products thereof are presently considered licensable commodities and are regulated by the U.S. Department of Commerce. In order to either export said commodities from the United States or to re-export same from any country, a valid license from the U.S. Department of Commerce is required. Diversion contrary to United States Law is prohibited.

- 9.3. **Assignment:** The rights under this Agreement shall not be assigned by Licensee without the written consent of Emphasys.
- 9.4. **Complete Agreement:** This Agreement, including all Exhibits, constitutes the entire agreement between the parties and supersedes all prior or contemporaneous understandings or agreements, whether written or oral, regarding the subject matter hereof.
- 9.5. **Modification:** This Agreement may not be modified, except by an instrument in writing signed by a duly authorized representative of each party.
- 9.6. **Severability:** If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.
- 9.7. **Waivers:** Any waivers by either party of a breach of any provision to this Agreement shall not operate as, or be construed as, a waiver of any other provision of this Agreement. The failure of a party to insist upon strict adherence to any term of this Agreement on one or more occasions shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.
- 9.8. **Arbitration:** All disputes, with the exception of the injunctive and other relief referred to in Article 2.5, above, arising out of or relating to this Agreement or a material breach thereof, will be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, as supplemented by the Computer Guide, if then in existence. Judgment upon the award rendered by the arbitrator may be entered in any Court having jurisdiction thereof. The parties shall jointly request the American Arbitration Association to submit a panel of three arbitrators, each of which is listed on the Computer Arbitration Panel and at least one of which shall be an attorney in good standing.
- 9.9. **Force Majeure:** In the event of any cause beyond the control of either party, such party shall not be liable for any delay in the performance of, or failure to perform, this Agreement. Without limiting the generality of the foregoing, such causes include acts of God or the public enemy, fires, floods, storms, earthquakes, riots, strikes, lockouts, quarantines, wars or war operations or other causes which could not, with reasonable diligence, be controlled or prevented by the party affected.
- 9.10. **Notices:** All notices, requests, demands or other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when mailed by certified mail or when delivered in person to the parties who have executed this Agreement.
- 9.11. **Jurisdiction:** The parties agree that this Agreement will be entered into in the State of Michigan, that both parties

are subject to the jurisdiction of the state and federal courts in Michigan, and that such courts shall have exclusive jurisdiction over any case or controversy arising out of, or in any way relating to, this Agreement or to the relationship created hereunder. The parties further agree that the laws of the State of Michigan and of the United States shall govern the construction and

interpretation of this Agreement and shall apply in any such case or controversy.

9.12. Headings: The paragraph headings used herein are for convenience of reference only and shall in no way be deemed to define, limit or add to any of the provisions hereof.

IN WITNESS WHEREOF the parties hereunto have caused this Agreement to be executed by their duly authorized representatives, the later of such dates shall be the "Effective Date".

Emphasys Computer Solutions, Inc.

Licensee

By: _____

By: _____

Name: Ken Reimer

Name: _____

Title: General Manager

Title: _____

Date: _____

Date: _____

Exhibit A
to
EMPHASYS SOFTWARE AGREEMENT
By and Between
Emphasys Software and Village of Arlington Heights, Licensee
Effective Date _____

1. **Licensed Software:**

SymPro Treasury Management Software

Investment Portfolio Management - SaaS

Fixed Income

General Ledger Module

Creation of Journal Entries & Interface to Munis

Earnings Allocation Module

Market Pricing**

Debt Management Software - SaaS

Debt Module

General Ledger Module- Creation of Journal Entries & Interface to Munis

*Market Pricing Module interfaces to 3rd party pricing service, ICE Data. ICE Data pricing requires an independent service agreement and charges a minimum fee of \$120/mo. for any month in which you price. This fee will price approximately 200 positions.

Consulting/Training/Implementation/Project Mgmt.:

Six days training & implementation (Travel expenses not included if necessary)

Installation, configuration of system

Project Management

Conversion of existing debt positions **

**Comprehensive conversion of existing debt data (up to 20 Issues) from legacy platform(s) to SymPro Debt Manager.
Service Includes:

- Adding all current outstanding debt including cash flows by CUSIP; including one generation of historical refunded debt.
- Review of reporting requirements for structuring portfolio setup
- Analysis of Debt Manager data to match original Total Principal and Total Interest; option to include analysis with Comprehensive Annual Financial Report from prior fiscal year to ensure continuity and accuracy
- Storage of all available bond documents in PDF, Word, Excel formats

2. **Authorized Users:** Investment system: 6 concurrent user access
Debt System: 6 concurrent users access

Any other Software licensed during the Term as described in this Exhibit, any amendment hereto or any purchase order issued by Licensee and accepted by SymPro.

3. **License and Service Fees:**

a. **License and Service Fees:**

Total SaaS Fee	██████████
Annual Maintenance and Support	██████████
Consulting, Training & Implementation*	██████████
Total Year 1	██████████

* Travel expenses (if necessary) are not included

Investment Management Yearly SaaS Fee

Year 2	██████████
Year 3	
Year 4	
Year 5	

6. **Payment Schedule:**

SaaS fees for Year 1 will be invoiced upon execution of this agreement.
Professional service fees and training will be invoiced as services are performed.

Exhibit B
to
EMPHASYS SOFTWARE AGREEMENT

By and Between
Emphasys Software and Village of Arlington Heights, Licensee
Effective Date _____

Annual Support and Maintenance Plan

The following SymPro Support and Maintenance Plan applies as of the Effective Date. Emphasys reserves the right to change this Plan at any time, with 60 days written notice. All changes will be posted at its website: www.sympro.com and will become effective as of the next Renewal Term. However, any Support and Maintenance Plan will include at least the following essential elements:

- Priority service from technical support and client service representatives
- Free SymPro version corrections and enhancements released in the license and service term
- Access to the SymPro Internet Site for Support (www.sympro.com)
- Unlimited telephone technical support in the following areas:

Loading and configuring of SymPro Software

Operational Questions, including standard SymPro reports

Data entry support for all debt and investment types supported within SymPro, including:

Debt

- Serial Bonds
- Term Bonds
- Discount Bonds
- Variable Rate Coupon
- Commercial Paper
- Commercial Paper Discount
- Medium Term Notes

Investments

- | | |
|--|---------------------------------|
| • Certificates of Deposits | • Rolling Repurchase Agreements |
| • Negotiable Certificates of Deposits | • GNMA, Pass Through |
| • Checking Accounts | • Bankers Acceptances |
| • Commercial Paper | • Corporate Bonds |
| • Commercial Paper Discount | • Medium Term Notes |
| • United States Treasury Issues, Coupon & Discount | |
| • Federal Agency Issues, Coupon & Discount | |

Tele-consultation is provided during normal business hours (9:00 AM TO 8:00PM – Eastern Time), Monday through Friday for questions dealing with the operations of the Licensed Software on Designated Equipment. Support issues may be reported via voicemail (510-655-0900 Selection 2), fax (510-655-4064), or email (support@sympro.com), 24 hours a day. Answers to “Frequently Asked Questions” are available at www.sympro.com, 24 hours a day. The resolution of some issues may require that Licensee provide Emphasys with a copy of Licensee’s data. Licensee agrees to provide Emphasys with a copy of their data for the purpose of resolving Licensee’s issue and Emphasys agrees to maintain full confidentiality of any required data and will use it only for the resolution of the Licensee’s issue.

Not Included: Consulting on issues concerning investment accounting matters, specific financial or investment matters, research on investments not supported within the Licensed Software, or data entry for investments not supported in the Licensed Software system are not included.



Exhibit E: Statement of Work

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Village of Arlington Heights, IL

SOW from Tyler Technologies, Inc.

8/31/2021

Presented to:
Sarah Fitzgibbons
33 S Arlington Heights Rd
Arlington Heights, IL 60005

Contact:
Pete Thibideau
Email: Pete.Thibideau@TylerTech.com
One Tyler Drive, Yarmouth, ME 04096

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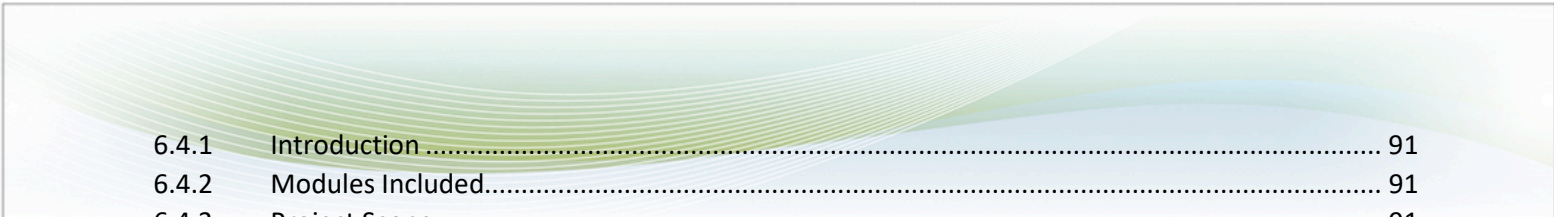
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Section 1 Part 1: Executive Summary

1.1 Project Overview

1.1.1 Introduction

Tyler Technologies (“Tyler”) is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler’s end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler’s solutions transform how clients gain actionable insights that solve problems in their communities.

1.1.2 Project Goals

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

The overall goals of the project are to:

- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals

1.1.3 Project Criteria for Success

- Ensure the needs of the City are thoroughly defined, documented, and understood by the Tyler implementation staff
- Business process reengineering takes place, as appropriate, during the appropriate project phase(s)
- Tyler has a clear understanding of what the City intends to accomplish with its replacement land management solution
- • Qualified and experienced consulting staff capable of delivering the contracted services with more experienced staff during the Assess & Define Stage and other critical operational activities as scheduled Tyler and the City will work jointly to achieve buy-in from all departments on the process and practices to manage the business system
- Tyler and the City will work jointly to achieve system ownership by the departments on the selected system
- Tyler and the City provides adequate resources to implement the new system
- Tyler and the City will work jointly to ensure users are sufficiently trained so they can effectively use the system
- Ensure a robust user help system is in place to provide quality, timely help to trained users and to provide training to new employees and users
 - Successful conversion of legacy data for historical access

1.1.4 Methodology

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

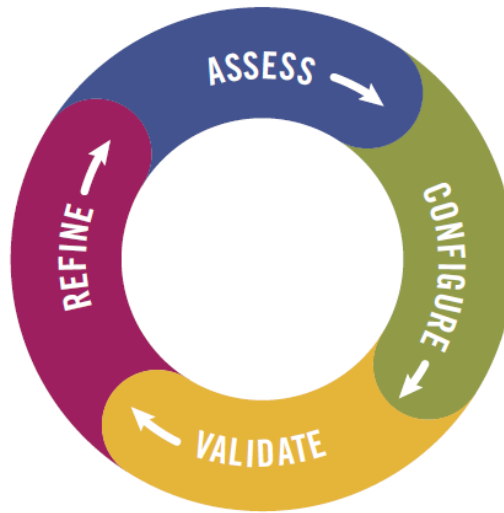
Tailored specifically for Tyler's public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently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



The methodology adapts to both single-phase and multiple-phase projects.

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

Iterative Project Model



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

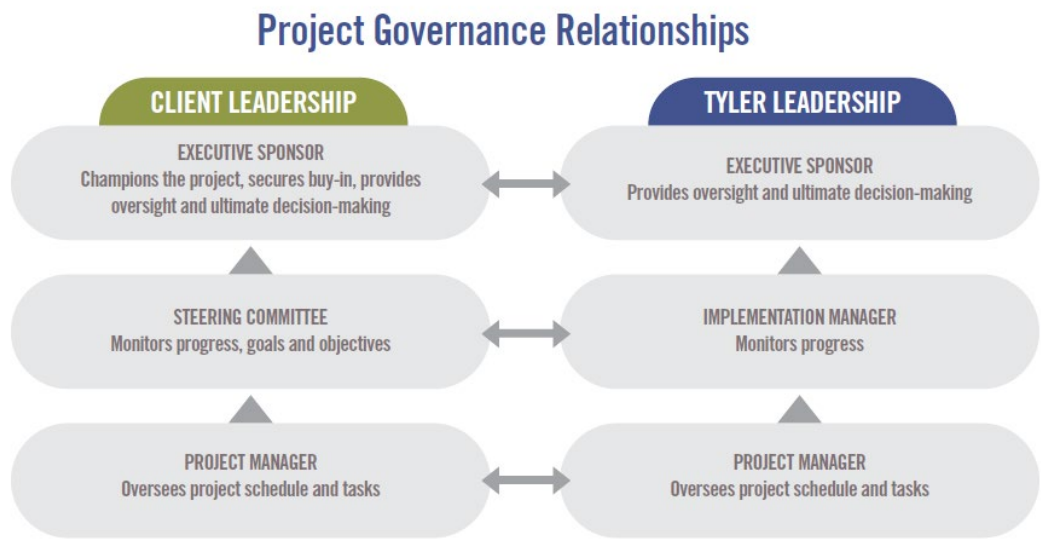
Section 2 Part 2: Project Foundation

2.1 Project Governance

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

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

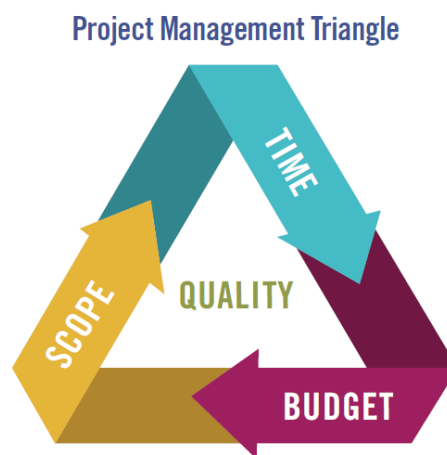
The chart below illustrates an overall team perspective where Tyler and Arlington Heights collaborate to resolve Project challenges according to defined escalation paths. In the event that project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation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



2.2 Project Scope Control

2.2.1 Managing Scope and Project Change

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



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

2.2.2 Change Control

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

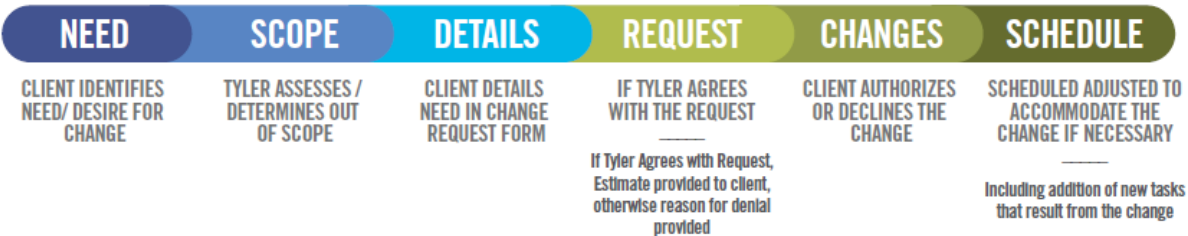
2.2.3 Change Request Management

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

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

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

Change Request Process



2.3 Acceptance Process

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

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

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

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

- Arlington Heights shall have ten (10) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If Arlington Heights does not provide acceptance or acknowledgement within ten (10) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If Arlington Heights does not agree the particular Deliverable or Control Point meets requirements, Arlington Heights shall notify Tyler project manager(s), in writing, with reasoning within ten (10) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. Arlington Heights shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If Arlington Heights does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

2.4 Roles and Responsibilities

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

2.4.1 Tyler Roles & Responsibilities

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

Tyler Executive Sponsor

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler

department managers as needed in order to escalate and facilitate implementation Project tasks and decisions.

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

Tyler Implementation Manager

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

Tyler Project Manager

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

CONTRACT MANAGEMENT

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

PLANNING

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.
- Collaborates with Arlington Heights project manager(s) to plan and schedule Project timelines to achieve on-time implementation.
- Manages Project Plan (edits, updates, etc.) as necessary as part of regularly scheduled status meetings with Village Project Manager(s)
- Develops project communication plans with Village Project Manager(s)
- Develops risk management plans with Village Project Manager(s)

- Develops quality management plans with Village Project Manager(s)
Collaborates with Village project manager(s) to plan and schedule project timelines to achieve on-time implementation.

IMPLEMENTATION MANAGEMENT

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

RESOURCE MANAGEMENT

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.
- Interfaces closely with Tyler developers to coordinate program modification activities
- Interfaces closely with Tyler developers to coordinate program modification activities.
- Coordinates with in Scope 3rd party providers to align activities with ongoing project tasks.
- Schedule Management
- Developing a schedule that appropriately weights project activities, tasks, and deadlines
- Maintaining a published calendar for Village and Tyler project activities
- Controlling schedules to ensure adequate Tyler support throughout the project

RISK MANAGEMENT

- Maintaining a pro-active approach in developing and implementing strategies that significantly mitigate risk
- Monitoring and managing the project Risk Register with the Village Project Manager(s)
- Communicating any risks that may negatively impact the project as soon as they are identified
- Communicating any risks related to configuration decisions which place the Village in a position whereby they are unique or a minority (in use of functionality) in comparison to other client configurations. It is expected that the Project Manager, will inform all Tyler consultants working at the Village to effectively communicate similarly these risks to the Village.

QUALITY MANAGEMENT

- Quality Management is built into the Project Management Plan and the tasks within the project plan then verified through completion of project plan tasks, Control Point signoffs, resolution of Issues and Risks and communications as defined in the Project Management Plan.
- Adhering to Project Management practices and business change control processes
- Recognizing problems or situations that are new or without clear precedent.
- Evaluating alternatives and finding solutions using a systematic, multi-step approach.
- Tracking project deliverables and communicating with Village Project Manager(s) to deliver project on-time and within scope and budget
- Constructing thorough test scenarios to validate process performance. Tyler will provide a set of test scripts for each module and can assist with additional script creation. The village should be prepared to incorporate additional scripts based upon its own business needs.
- Preparing and delivering control point sign offs for Village Project Manager(s) acceptance

ISSUE MANAGEMENT

- Tracking issues that occur during the project and ensuring appropriate resolution
- Reporting on issue status on a weekly basis
- Working with Village Project Manager(s) and Tyler Management to categorize issues into a prioritized list
- Collaborating with the Village Project Manager(s) to review appropriate actions to address issues
- Assisting Tyler Project Team in identifying and preparing work around solutions to allow Village to proceed with training when issues are present

COMMUNICATION & REPORTING

- Conveying goals and objectives clearly and in a compelling manner
- Listening effectively and clarifying information as needed
- Interpreting verbal and non-verbal messages that others communicate
- Producing clear and complete status reports
- Communicating tactfully and candidly
- Handling broad-based, often complex, communication for internal and/or external audiences
- Creating a forum and format for ongoing open communication within project team
- Communicating the status of project deliverables
- Keeping all stakeholders updated on progress of project
- Compiling and delivering a weekly status report
- Leading a weekly Status Meeting
- Communicating with the Village Project Manager(s) on a regular basis to achieve project goals and expectations, excluding vacations, holidays, and internal Tyler meetings
- Immediately communicating new or escalating project risks to Village Project Manager(s) and Stakeholders
- Preparing Phase Closure documents.

Tyler Implementation Consultant

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

- Possesses an understanding of the functionality within Tyler software products for his/her functional area(s) so that tasks are completed competently and efficiently.
- Provides confident recommendations regarding configuration decisions and business process best practices using Tyler's products based on his/her experience and expertise implementing Tyler software products with similar organizations
- Performs problem solving and troubleshooting.
- Follows up on issues identified during sessions
- Documents activities for onsite services
- Clearly documents homework tasks with specific due dates and owners, supporting and reconciling with the final Project schedule
- Keeps Tyler project manager(s) proactively apprised of any and all issues which may result in the need for additional training needs, change in schedule, change in process decisions, or which have the potential to adversely impact the success of the Project prior to taking action
Completes site reports detailing activities for each implementation day within 5 business days of the event(s) they facilitated

Tyler Developers

Offsite resources responsible for:

- Performing detailed requirement gathering for modifications included in the Agreement (in scope enhancements, custom reports and custom interfaces)
- Reviewing the existing development queue and existing product offerings to determine if the desired functionality can be provided in a less expensive fashion
- Creating and delivering functional specifications for modifications included in the Agreement
- Programming and incorporating modifications per the specifications into the base product
- Performing internal quality assurance and developing technical and help documentation

Tyler Conversion Programmers

Offsite resources responsible for:

- Validating customer data files are readable
- Developing customized conversion programs to convert legacy data into the Tyler database for production use according to defined mapping.
- Providing custom conversion packages to be loaded into Tyler's system via the Munis Internet Update (MIU) utility.
- Providing error reports on unsupported data conditions and the merging or normalization of data fields. Assisting Village with understanding and interpreting those reports.
- Perform modifications and corrections to customized conversion programs as data anomalies and exception conditions are discovered

Tyler Forms Designers

The Tyler Forms Designers are offsite resources responsible for:

- Providing specifications, or Forms Kits, for all forms in scope
- Reviewing requirements for equipment and supplies
- Developing and provide form mock-up designs
- Conducting review of client's form mock-up sheets
- Developing final form designs
- Working with Village team members on the results of functional testing and making changes to address issues from testing **within scope of those Forms service offerings.**

- Configuring and installing forms software and approved forms
- —

Tyler Sales

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

Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).
- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.
- Conducts GIS Planning.
- Reviews GIS data and provides feedback to the client.
- Loads client provided GIS data into the system.

2.4.2 Arlington Heights Roles & Responsibilities

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

Arlington Heights Executive Sponsor

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

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

Arlington Heights Steering Committee

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

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.

- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
 - Cost
 - Scope
 - Schedule
 - Project Goals
 - Arlington Heights Policies
 - Needs of other client projects

Arlington Heights Project Manager

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

CONTRACT MANAGEMENT

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

PLANNING

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

IMPLEMENTATION MANAGEMENT

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

RESOURCE MANAGEMENT

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all Arlington Heights resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
- Provides direction and support to project team.
- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to Arlington Heights technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams in order to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.
- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

Arlington Heights Functional Leads

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

- Solution Validation

Arlington Heights Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on Arlington Heights business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to Arlington Heights staff during and after implementation.
- Participate in conversion review and validation.

Arlington Heights End Users

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

Arlington Heights Technical Lead

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

ARLINGTON HEIGHTS GIS

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

ARLINGTON HEIGHTS UPGRADE COORDINATION

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage Arlington Heights's software upgrade process.

- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with Arlington Heights and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

Arlington Heights Change Management Lead

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

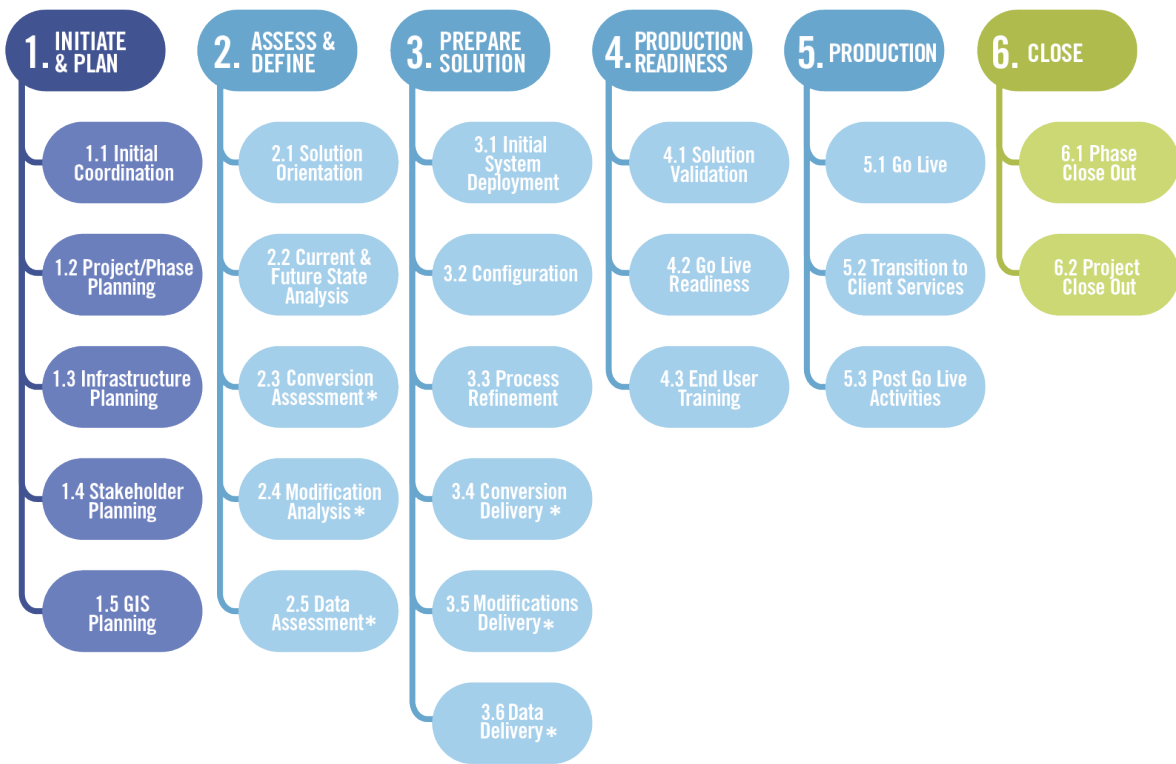
Section 3 Part 3: Project Plan

3.1 Project Stages

Work Breakdown Structure

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

Work Breakdown Structure (WBS)



**Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as “Intentionally Left Blank” in Section 6 of the Statement of Work.*

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4.8 Glossary

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

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

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

Koa Hills

4.8.1 Standard Finance Data Conversion Assistance

4.8.2 Introduction

Data conversion is an important activity to improve data storage and retrieval processes, ensuring that data is converted with minimal effort, in a well-planned and organized manner. It is beneficial to use proven solutions and methods, so that users will be able to make an informed decision on the solution to be implemented for data conversion.

This effort will utilize a defined process to convert data from a legacy system format through flat file extracts to Tyler Technologies' system. Business rule logic will be applied to legacy flat file data as necessary for data conversion.

4.8.3 Modules Included

1. General Ledger and Budget
 - a. Accounting Actuals- up to 3 years
 - b. Budgets - up to 3 years
 - c. Projects/Grants - up to 3 years
2. Accounts Payable and Checks
 - a. Vendors
 - b. Checks - up to 3 years
 - c. Invoices - up to 3 years
3. Capital Assets
4. Purchasing - open POs only
5. Contracts
6. General Billing
 - a. Customer standard
 - b. Bills - up to 3 years
 - c. Recurring invoices

4.8.4 Project Scope

Koa Hills will work in conjunction with Tyler Technologies and the Village of Arlington Heights to determine the data conversion plan for the above modules. The plan will outline the conversion of legacy data by extracting the data from the legacy system into the standardized Munis format along with a plan to load data into the Munis system, in a repeatable and verifiable manner using our established data conversion methodology.

The Village of Arlington Heights will choose the data window timeframe to convert into the Tyler systems. Converting "current" data rather than all historical data is recommended, due to data format modifications in the legacy system. The timeframe for the data to be converted into the Tyler systems should match the timeframe from the Tyler contract.

Koa Hills will lead the data mapping and will apply business rules to filter or modify data, as necessary. This process will proceed in an iterative manner, so that when new data is created in the legacy system it will flow easily during the conversion process.

Koa Hills will assist the Village of Arlington Heights with data validation between systems, as needed, once the data has been loaded into Tyler systems.

4.8.5 Conversion Plan

Koa Hills will:

- 1. Clearly define the scope of the conversion
- 2. Actively refine the scope through targeted profiling and auditing
- 3. Minimize the amount of data to be converted
- 4. Meet with the Village of Arlington Heights to understand any data issues which may need special mapping
- 5. Map legacy data into new Tyler formats, as needed
- 6. Provide data clean-up services, as needed
- 7. Define a realistic timeline, based on knowledge of data issues
- 8. Secure sign-off on each stage from a senior business representative
- 9. Prioritize modules for conversion with a top-down, target-driven approach
- 10. Aim to volume-test all data in the scope as early as possible at the unit level
- 11. Allow time for volume testing and issue resolution
- 12. Segment the project into manageable, incremental chunks
- 13. Keep a total focus on the business objectives and cost/benefits throughout

Once a go-live date has been chosen, the data conversion will be broken up into prioritized work groups to facilitate manageable segments of the project. A data conversion tracking document will be created and shared, to facilitate the data conversion team’s ability to achieve a successful go-live date.

The Tyler Technologies conversion team will upload the data provided and return modification requests to be applied during the following data load. The expectation is that the converted data per module will improve between iterations, so that 100% of the legacy data will be present in Tyler systems for validation.

As with all data conversions, the integration between the data owners and the technology team is critical for a successful project. Koa Hills will keep the lines of communication open and transparent throughout the process.

4.8.6 Roles and Responsibilities

Conversion task	Responsible Party
Data Conversion planning	Koa Hills, Tyler, Village of Arlington Heights
Provide legacy system documentation	Village of Arlington Heights

Data mapping	Koa Hills, Village of Arlington Heights
Extract legacy data	Koa Hills, Village of Arlington Heights
Run proofing reports in legacy system	Village of Arlington Heights
Ensure data is in Tyler format	Koa Hills
Clean up data formatting	Koa Hills
Submit legacy data to Tyler	Koa Hills
Convert legacy data and deliver to client	Tyler, Koa Hills (for data imports)
Load Conversion data and review in Tyler system (test)	Village of Arlington Heights, Koa Hills as needed
Refine legacy data and submit to Tyler (final)	Koa Hills
Convert legacy data and deliver to client (final)	Tyler, Koa Hills (for data imports)
Load Conversion data and review in Tyler system (final)	Village of Arlington Heights, Koa Hills as needed
Final approval of converted data	Village of Arlington Heights
Load data (final)	Village of Arlington Heights, Koa Hills as needed

4.8.7 Assumptions

- Legacy system data will be converted from a single source. If there are multiple legacy systems, then additional professional services may be required.
- Koa Hills will have full access to the legacy system data

- Koa Hills will have full access to the legacy system user interface
- Koa Hills will have full access to Munis
- Village of Arlington Heights will provide legacy system database documentation (ex. Data dictionary, schemas, etc). If no documentation is available, then additional professional services may be required.
- All work will be performed remotely. Travel costs are not included and will be billed as incurred if travel is required.

4.8.8 Notes

The fees for the conversion assistance tasks outlined in this SOW are in addition to the conversion fees contracted for with Tyler. If the Village of Arlington Heights would like to change the conversion scope from the original agreement, please contact your Tyler sales representative.

4.8.9 Standard HCM Data Conversion Assistance

4.8.10 Introduction

Data conversion is an important activity to improve data storage and retrieval processes, ensuring that data is converted with minimal effort, in a well-planned and organized manner. It is beneficial to use proven solutions and methods, so that users will be able to make an informed decision on the solution to be implemented for data conversion.

This effort will utilize a defined process to convert data from a legacy system format through flat file extracts to Tyler Technologies' system. Business rule logic will be applied to legacy flat file data as necessary for data conversion.

4.8.11 Modules Included

1. Payroll
 - a. Accrual Balances
 - b. Accumulators - up to 3 years
 - c. Check History - up to 3 years
 - d. Earnings and Deduction history - up to 3 years
 - e. Deductions
 - f. Standard
2. Optional
 - a. Certifications
 - b. Education
 - c. Position Control
 - d. Recruiting
 - e. State Retirement Tables

4.8.12 Project Scope

Koa Hills will work in conjunction with Tyler Technologies and the Village of Arlington Heights to determine the data conversion plan, to convert the data for the above modules. The plan will outline the conversion of legacy data by extracting the data from the legacy system into the standardized Munis format along with a plan to load data into the Munis system, in a repeatable and verifiable manner using our established data conversion methodology.

The Village of Arlington Heights will choose the data window timeframe to migrate into the Tyler systems. Converting "current" data, rather than all historical data is recommended, due to data format modifications in the legacy system. The timeframe for the data to be converted into the Tyler systems should match the timeframe from the Tyler contract.

Koa Hills will lead the data mapping and will apply business rules to filter or modify data, as necessary. This process will proceed in an iterative manner, so that when new data is created in the legacy system it will flow easily during the conversion process.

Koa Hills will assist the Village of Arlington Heights with data validation between systems, as needed, once the data has been loaded into Tyler systems.

4.8.13 Project Plan

Koa Hills will:

1. Clearly define the scope of the project
2. Actively refine the scope through targeted profiling and auditing
3. Minimize the amount of data to be converted
4. Meet with the Village of Arlington Heights to understand any data issues which may need special mapping
5. Map legacy data into new Tyler formats, as needed
6. Provide data clean-up services, as needed
7. Define a realistic timeline, based on knowledge of data issues
8. Secure sign-off on each stage from a senior business representative
9. Prioritize modules for conversion with a top-down, target-driven approach
10. Aim to volume-test all data in the scope as early as possible at the unit level
11. Allow time for volume testing and issue resolution
12. Segment the project into manageable, incremental chunks
13. Keep a total focus on the business objectives and cost/benefits throughout

Once a go-live date has been chosen, the data conversion will be broken up into prioritized work groups to facilitate manageable segments of the project. A data conversion calendar will be created and shared, to facilitate the data conversion team's ability to achieve a successful go-live date.

The Tyler Technologies conversion team will upload the data provided and return modification requests to be applied during the following data load. The expectation is that the converted data per module will improve between iterations, so that 100% of the legacy data will be present in Tyler systems for validation.

As with all data conversions, the integration between the data owners and the technology team is critical for a successful project. Koa Hills will keep the lines of communication open and transparent throughout the process.

4.8.14 Roles and Responsibilities

Conversion task	Responsible Party
Data conversion planning	Koa Hills, Village of Arlington Heights
Provide legacy system documentation	Village of Arlington Heights
Data mapping	Koa Hills, Village of Arlington Heights
Extract legacy data	Koa Hills, Village of Arlington Heights

Run proofing reports in legacy system	Village of Arlington Heights
Ensure data is in Tyler format	Koa Hills
Clean up data formatting	Koa Hills
Submit legacy data to Tyler	Koa Hills
Convert legacy data and deliver to client	Tyler, Koa Hills (for data imports)
Load conversion data and review in Tyler system (test)	Village of Arlington Heights, Koa Hills as needed
Refine legacy data and submit to Tyler (final)	Koa Hills as needed
Convert legacy data and deliver to client (final)	Tyler, Koa Hills (for data imports)
Load conversion data and review in Tyler system (final)	Village of Arlington Heights, Koa Hills as needed
Final approval of converted data	Village of Arlington Heights
Load data (final)	Village of Arlington Heights, Koa Hills as needed

4.8.15 Assumptions

- Legacy system data will be converted from a single source. If there are multiple legacy systems, then additional professional services may be required.
- Koa Hills will have full access to the legacy system data
- Koa Hills will have full access to the legacy system user interface
- Koa Hills will have full access to Munis

- Village of Arlington Heights will provide legacy system database documentation (ex. Data dictionary, schemas, etc). If no documentation is available, then additional professional services may be required.
- All work will be performed remotely. Travel costs are not included and will be billed as incurred if travel is required.

4.8.16Notes

The fees for the conversion assistance tasks outlined in this SOW are in addition to the conversion fees contracted for with Tyler. If the Village of Arlington Heights would like to change the conversion scope from the original agreement, please contact your Tyler sales representative.

4.8.17 Standard EnerGov Data Conversion Assistance

4.8.18 Introduction

Data conversion is an important activity to improve data storage and retrieval processes, ensuring that data is converted with minimal effort, in a well-planned and organized manner. It is beneficial to use proven solutions and methods, so that users will be able to make an informed decision on the solution to be implemented for data conversion.

This effort will utilize a defined process to convert data from a legacy system format through flat file extracts to Tyler Technologies' system. Business rule logic will be applied to legacy flat file data as necessary for data conversion.

4.8.19 Modules Included

1. Community Development
 - a. Permits
 - b. Planning
 - c. Reviews
 - d. Code Enforcement
 - e. Inspections
2. Business Management
 - a. Business License
 - b. Violations
 - c. Reviews
 - d. Land

4.8.20 Project Scope

Koa Hills will work in conjunction with Tyler Technologies and the Village of Arlington Heights to determine the data conversion plan, to convert the data for the above modules. The plan will outline the conversion of legacy data by extracting the data from the legacy system into the standardized Munis format along with a plan to load data into the Munis system, in a repeatable and verifiable manner using our established data conversion methodology.

The Village of Arlington Heights will choose the data window timeframe to convert into the Tyler systems. Converting "current" data rather than all historical data is recommended, due to data format modifications in the legacy system. The timeframe for the data to be converted into the Tyler systems should match the timeframe from the Tyler contract.

Koa Hills will lead the data mapping and will apply business rules to filter or modify data, as necessary. This process will proceed in an iterative manner, so that when new data is created in the legacy system it will flow easily during the conversion process.

Koa Hills will assist the Village of Arlington Heights with data validation between systems, as needed, once the data has been loaded into Tyler systems.

4.8.21 Project Plan

Koa Hills will:

1. Clearly define the scope of the project
2. Actively refine the scope through targeted profiling and auditing
3. Minimize the amount of data to be converted
4. Meet with the Village of Arlington Heights to understand any data issues which may need special mapping
5. Map legacy data into new Tyler formats, as needed
6. Provide data clean-up services, as needed
7. Define a realistic timeline, based on knowledge of data issues
8. Secure sign-off on each stage from a senior business representative
9. Prioritize modules for conversion with a top-down, target-driven approach
10. Aim to volume-test all data in the scope as early as possible at the unit level
11. Allow time for volume testing and issue resolution
12. Segment the project into manageable, incremental chunks
13. Keep a total focus on the business objectives and cost/benefits throughout

Once a go-live date has been chosen, the data conversion will be broken up into prioritized work groups to facilitate manageable segments of the project. A data conversion tracking document will be created and shared, to facilitate the data conversion team's ability to achieve a successful go-live date.

The Tyler Technologies conversion team will upload the data provided and return modification requests to be applied during the following data load. The expectation is that the converted data per module will improve between iterations, so that 100% of the legacy data will be present in Tyler systems for validation.

As with all data conversions, the integration between the data owners and the technology team is critical for a successful project. Koa Hills will keep the lines of communication open and transparent throughout the process.

4.8.22 Roles and Responsibilities

Conversion task	Responsible Party
Data conversion planning	Koa Hills, Village of Arlington Heights
Provide legacy system documentation	Village of Arlington Heights
Data mapping	Koa Hills, Village of Arlington Heights
Extract legacy data	Koa Hills, Village of Arlington Heights
Run proofing reports in legacy system	Village of Arlington Heights

Ensure data is in Tyler format	Koa Hills
Clean up data formatting	Koa Hills
Submit legacy data to Tyler	Koa Hills
Convert legacy data and deliver to client	Tyler
Load conversion data and review in Tyler system (test)	Village of Arlington Heights, Koa Hills as needed
Refine legacy data and submit to Tyler (final)	Koa Hills
Convert legacy data and deliver to client (final)	Tyler
Load conversion data and review in Tyler system (final)	Village of Arlington Heights, Koa Hills as needed
Final approval of converted data	Village of Arlington Heights
Load data (final)	Village of Arlington Heights, Koa Hills as needed

4.8.23 Assumptions

- Legacy system data will be converted from a single source. If there are multiple legacy systems, then additional professional services may be required.
- Koa Hills will have full access to the legacy system data
- Koa Hills will have full access to the legacy system user interface
- Koa Hills will have full access to Munis
- Village of Arlington Heights will provide legacy system database documentation (ex. Data dictionary, schemas, etc). If no documentation is available, then additional professional services may be required.
- All work will be performed remotely. Travel costs are not included and will be billed as incurred if travel is required.



4.8.24 Notes

The fees for the conversion assistance tasks outlined in this SOW are in addition to the conversion fees contracted for with Tyler. If the Village of Arlington Heights would like to change the conversion scope from the original agreement, please contact your Tyler sales representative.

4.8.25 Standard UB Data Conversion Assistance

4.8.26 Introduction

Data conversion is an important activity to improve data storage and retrieval processes, ensuring that data is converted with minimal effort, in a well-planned and organized manner. It is beneficial to use proven solutions and methods, so that users will be able to make an informed decision on the solution to be implemented for data conversion.

This effort will utilize a defined process to convert data from a legacy system format through flat file extracts to Tyler Technologies' system. Business rule logic will be applied to legacy flat file data as necessary for data conversion.

4.8.27 Modules Included

1. Utility Billing
 - a. Assessment
 - b. Back Flow
 - c. Balance Forward A/R
 - d. Consumption History - up to 3 years
 - e. Service Orders
 - f. Services
 - g. Standard

4.8.28 Project Scope

Koa Hills will work in conjunction with Tyler Technologies and the Village of Arlington Heights to determine the data conversion plan, to convert the data for the above modules. The plan will outline the conversion of legacy data by extracting the data from the legacy system into the standardized Munis format along with a plan to load data into the Munis system, in a repeatable and verifiable manner using our established data conversion methodology.

The Village of Arlington Heights will choose the data window timeframe to convert into the Tyler systems. Converting "current" data rather than all historical data is recommended, due to data format modifications in the legacy system. The timeframe for the data to be converted into the Tyler systems should match the timeframe from the Tyler contract.

Koa Hills will lead the data mapping and will apply business rules to filter or modify data, as necessary. This process will proceed in an iterative manner, so that when new data is created in the legacy system it will flow easily during the conversion process.

Koa Hills will assist the Village of Arlington Heights with data validation between systems, as needed, once the data has been loaded into Tyler systems.

4.8.29 Project Plan

Koa Hills will:

1. Clearly define the scope of the project
2. Actively refine the scope through targeted profiling and auditing
3. Minimize the amount of data to be converted

4. Meet with the Village of Arlington Heights to understand any data issues which may need special mapping
5. Map legacy data into new Tyler formats, as needed
6. Provide data clean-up services, as needed
7. Define a realistic timeline, based on knowledge of data issues
8. Secure sign-off on each stage from a senior business representative
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As with all data conversions, the integration between the data owners and the technology team is critical for a successful project. Koa Hills will keep the lines of communication open and transparent throughout the process.

4.8.30 Roles and Responsibilities

Conversion task	Responsible Party
Data conversion planning	Koa Hills, Village of Arlington Heights
Provide legacy system documentation	Village of Arlington Heights
Data mapping	Koa Hills, Village of Arlington Heights as needed
Extract legacy data	Koa Hills, Village of Arlington Heights as needed
Run proofing reports in legacy system	Village of Arlington Heights
Ensure data is in Tyler format	Koa Hills

Clean up data formatting	Koa Hills
Submit legacy data to Tyler	Koa Hills
Convert legacy data and deliver to client	Tyler
Load conversion data and review in Tyler system (test)	Village of Arlington Heights, Koa Hills as needed
Refine legacy data as needed and submit to Tyler (final)	Koa Hills
Convert legacy data and deliver to client (final)	Tyler
Load conversion data and review in Tyler system (final)	Village of Arlington Heights, Koa Hills as needed
Final approval of converted data	Village of Arlington Heights
Load data (final)	Village of Arlington Heights, Koa Hills as needed

4.8.31 Assumptions

- Legacy system data will be converted from a single source. If there are multiple legacy systems, then additional professional services may be required.
- Koa Hills will have full access to the legacy system data
- Koa Hills will have full access to the legacy system user interface
- Koa Hills will have full access to Munis
- Village of Arlington Heights will provide legacy system database documentation (ex. Data dictionary, schemas, etc). If no documentation is available, then additional professional services may be required.
- All work will be performed remotely. Travel costs are not included and will be billed as incurred if travel is required.

4.8.32 Notes

The fees for the conversion assistance tasks outlined in this SOW are in addition to the conversion fees contracted for with Tyler. If the Village of Arlington Heights would like to change the conversion scope from the original agreement, please contact your Tyler sales representative.



Exhibit F: Tyler's Proposal to Client's RFP

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Exhibit G: Client's Request for Proposal

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**Village of Arlington Heights, IL
Request for Proposal for
Enterprise Software and Implementation Services**

Issue Date: June 15th, 2020

Optional ZOOM Video Conference Pre-Proposal Meeting: 2:00
PM Central Time, July 8th, 2020

Deadline for Clarification Questions: 5:00 PM Central Time, July
31st, 2020

Responses to Questions Published: August 6th, 2020

Proposals Due before 5:00pm: August 15th, 2020

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1 Overview

1.1 General Information

The Village of Arlington Heights is an upper middle-class suburban community consisting primarily of single-family residents located 25 miles northwest of Downtown Chicago. The 2010 census reflected a population of 75,101 residents. The Village is a local municipality "home-rule" community as provided under the State of Illinois Constitution.

The Village has approximately 435 positions, which include eleven departments consisting of: Police, Fire, Public Works/Engineering, Integrated Services, Human Resources, Legal, Planning & Community Development, Building & Life Safety, Finance, Health & Human Services/Senior Center. The Village of Arlington Heights provides a full range of services including law enforcement, fire safety, construction and maintenance of roads, official records, elections, document recording, comprehensive planning and growth management, housing and community development programs, social service programs, judicial functions, health services, emergency disaster and response planning, storm water management, environmental protection, and administrative functions. The Library shares our Finance module which includes purchasing, budget/general ledger and payroll, and the Library employs about 242 employees.

1.2 Project Introduction

The Village of Arlington Heights (Village) is seeking to replace several enterprise applications with new solutions that better meet the Village's needs. The Village is interested in Proposals from qualified providers of enterprise software. The successful solution(s) will meet or exceed the current Village functionality and provide a robust system that will support the Village's growth well into the future.

The Village has been running its current cloud-based ERP software, Sungard HTE/Central Square, along with segments of our local Library since 1996. As the Village's technology needs have grown our current software system has not.

The Village intends to procure new Financial, Human Resources, Payroll, Time & Attendance, Utility Billing and Community Development software(s). The full scope is explained in Section 3: Scope of Services.

The Village will:

1. Require both software and implementation services.
2. Consider only a cloud solution.
3. Evaluate proposals for a 10-year total cost of ownership.

It is Village's intent to procure a software solution that meets the long-term business needs of the Village. During the selection process, the Village may decide to purchase a subset of a Proposal's components.

The Village has hired Plante Moran to provide advisory services for the selection of the new Enterprise Software solution(s) proposed.

1.3 Timeframe

All times set forth in this RFP are listed at Village of Arlington Heights, IL local time, which is the Central Time Zone.

1.3.1 Schedule of Events

Milestone	Timeframe
RFP published at:	June 15 th , 2020
Pre-Proposal Meeting Via Zoom:	July 8 th , 2020
https://us02web.zoom.us/j/81224094789?pwd=dXo1dU9kMzd2eFBzT1VtWC9vdnk3Zz09	
Meeting ID: 812 2409 4789	
Password: 772129	
+13126266799,,81224094789# US (Chicago)	
+19294362866,,81224094789# US (New York)	
Optional Intent to Propose	July 15 th , 2020
Deadline for clarification questions:	5:00 PM on July 31 st , 2020
Responses to questions published by:	August 6 th , 2020
Proposals due:	5:00 PM on August 15 th , 2020
Three-day demonstrations of software	September (Tentative)
Contract Awarded	Q4 2020
Implementation Starts	Q4 2020

1.4 Definitions

For purposes of this RFP, the words, terms, and phrases set forth below shall have the indicated meanings. Any other terms, words, or phrases herein shall have their ordinary meaning.

1. *RFP* means this “Request for Proposal”.
2. *RFP Documents* mean “the RFP, all exhibits, all addenda and any correspondence relative to the statement of work, contract terms and conditions, provisions or other related matters, including, **without** limitation, any modifications or revisions thereto.”
3. *Proposal Documents* mean “the Proposal, all attachments, any correspondence relative to the statement of work, associated fees, implementation schedule, proposed modified contract terms and conditions, or other related matters, including, without limitation, any modifications or revisions thereto.”
4. *Proposer* means, “any vendor that submits a Proposal.”
5. *Successful Proposer* means, “The Proposer or Proposers with which Village negotiates and enters into a contract as a result of the process set forth in this RFP.”
6. *Village* means the “Village of Arlington Heights, Illinois.”
7. *Enterprise Software and Implementation Services, Project* means, “The system or software solution the Successful Proposer(s) will be responsible for providing.”
8. “The Village’s team” and “The Proposer’s team” refer to the project management team for this Project.” The Village’s team includes advisory representatives from Plante Moran.
9. *Statement of Work* means, “The business functions, services and modules as defined in the Enterprise Software and Implementation Project that the Successful Proposer is responsible for providing to Village.”

1.5 Communications

The Cone of Silence:

1. The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences.
2. During the period beginning with the issuance of the Request for Proposal through the execution of the award document, proposers are prohibited from communications regarding this request with Village staff, Village consultants, Village legal counsel, Village agents, or elected officials, in any form other than in writing addressed to Paula Kereluk at pkereluk@vah.com.
3. Any attempt by a proposer to influence a member or members of the aforementioned may be grounds to disqualify the proposer from participation in this solicitation.

Exceptions to the Cone of Silence:

1. Written communications directed to Paula Kereluk at pkereluk@vah.com
2. All communications occurring at pre-proposal meetings
3. Oral presentations during demonstrations, finalist interviews, negotiation proceedings, or site visits
4. Oral presentations before publicly noticed committee meetings
5. Contractors already on contract with the Village to perform services for the Village are allowed discussions necessary for the completion of an existing contract.
6. Procurement of goods or services for Emergency situations

1.6 Intent to Propose

Prospective Vendors are encouraged to submit a written intent-to-propose document via email before **July 15th, 2020**. Submitting an intent-to-propose document does not obligate the Vendor to submit a proposal and is not mandatory to submit a proposal. By submitting this document, a prospective Vendor will receive amendments and notices to this RFP. The written intent-to-propose must include the company name, mailing address, phone number and email address of the Vendor's main contact for communications regarding this RFP. Prospective Vendors should **email** this information to the following contact with a subject line of "ERP Software Intent to Propose".

Paula Kereluk

pkereluk@vah.com

Written responses to written questions and requests for clarifications regarding the RFP will be emailed to all Vendors who have submitted an intent-to-propose document and posted on the village website. Late receipt of intent to propose from Vendors will not have any impact on dates, deadlines, or timeframes set forth in this document.

1.7 Statement of No Proposal

If you **DO NOT** intend to bid on this proposal, please complete and return this page as soon as possible. Your response will assist us in evaluating all responses for this important project and improve our bid solicitation process.

- ☐ Specifications too "tight", i.e. geared toward one brand or manufacturer only (explain below)
- ☐ Specifications are unclear (explain below)
- ☐ We are unable to meet specifications
- ☐ Insufficient time to respond to this request for proposal
- ☐ Our schedule would not permit us to perform the requested services
- ☐ We are unable to meet the bond requirements
- ☐ We are unable to meet the insurance requirements
- ☐ We do not offer a complete solution
- ☐ We do not compete in this geographic area
- ☐ Other: _____

Remarks: _____

Signed: _____ Name: _____

Title: _____ Date: _____

Firm Name: _____

Phone: _____ Fax: _____

Address: _____

1.8 Investigation

1. It shall be the responsibility of the Proposer to make any and all investigations necessary to become thoroughly informed of what is required and specified.
2. It is the responsibility of the Proposer to seek clarification of any requirement that may not be clear. Questions concerning this request shall be submitted via e-mail to Paula Kereluk pkereeluk@vah.com by the last date for questions listed in section 1.3.1. A written response to all questions will be released as an addendum.
3. Proposers shall include a signed copy of all addenda within the body of their proposal

1.9 Costs

1. Preparation Costs: The Proposer shall be responsible for all costs or expenses related to investigating, preparing, and submitting their Proposal. Proposers will also be responsible for all costs or expenses related to demonstrations, on site meetings, negotiations and presentation to council during the evaluation and awarding of any contract resulting from this RFP.
2. Pricing Eligibility Period:
 - a. All Proposals are required to be offered for a term not less than one hundred eighty (180) calendar days in duration.
3. Taxes
 - a. The Village is exempt by law from paying sales tax on goods, equipment, and products permanently incorporated into the project, from State and Village Retailer's Occupation Tax, State Service Occupation Tax, and State Use Tax.
 - b. The Village's State Sales Tax Exemption Number is E9998-1981.
 - c. The Village's Federal Sales Tax Exemption Number is 36-6005774.

1.10 Confidential Information

Information contained in the Vendor's proposal that is company confidential must be clearly identified. The Village will be free to use all information in the Vendor's proposal for its purposes. Vendor proposals shall remain confidential until the Village's selection committee makes its recommendation to Village council. The Vendor understands that material supplied to the Village may be subject to public disclosure under the Freedom of Information Act.

1.11 Requirements for Contract Award

Contracts:

1. The successful Proposer is required to enter into a contract with the Village incorporating all matters set forth in the solicitation document, addenda and clarification process.
2. The successful Proposers submission will be incorporated into the final contract.
3. Contract must be fully executed by the proposer prior to submittal for Village Council approval.

Insurance:

1. The successful Proposer will be required to carry insurance acceptable to the Village.
2. Certificates of Insurance, Endorsements, and a Waiver of Subrogation must be submitted with the signed execution page of the contract.
3. The Proposers obligation to purchase stated insurance cannot be waived by the Village's action or inaction.

2 Proposal Requirements

2.1 Signatures as Offer

1. Under the conditions of the Uniform Commercial Code, the signing of the proposal by the proposer constitutes an offer. If accepted by the Village, the offer becomes part of the contract.
2. Each Proposer, by submitting a Proposal, represents that the RFP Documents have been read and are fully understood.

2.2 Proposal Structure

1. Proposals not complying with the requirements of the RFP may be considered non-responsive and may be rejected as non-responsive and removed from consideration.
2. The Proposer must provide ONE (1) original proposal and ONE (1) electronic copy on a USB flash drive. Proposers must also submit FIVE (5) copies. The file formats are specified for each attachment. Both the original and electronic copy should be in a sealed envelope.

Attachment Name	Attachment Detail	Attachment Format
Proposer Attachment 1	Proposer Form Submission	MS Word
Proposer Attachment 2	Use Cases, Functional, Technical, and Reporting Requirements	MS Excel
Proposer Attachment 3	Pricing Proposal (NOTE: Proposers must submit their costs in the appropriate form for each scope option, so some proposers may be required to submit multiple versions of attachment 3. See section 3.1 for details).	MS Excel
Proposer Attachment 4	Village and Proposer Staffing Resources by Implementation Phase (NOTE: Proposers must submit a separate copy for each scope option. See section 3.1 for details).	MS Excel
Proposer Attachment 5	Standard Terms and Conditions	MS Word

2.3 Proposal Submission and Delivery

1. **Deliver to:**

Paula Kereluk, Purchasing Coordinator
Finance Department
Village of Arlington Heights
33 S. Arlington Heights Rd.
Arlington Heights, IL 60005
2. Proposals must be received before the designated time. Proposals will be received during regular business hours, 8:00 a.m. to 4:30 p.m., Monday through Friday, excluding recognized holidays.
3. Offers must be labeled RFP Enterprise Software and Implementation Services
4. Proposers may submit their Proposal by way of hand-delivery, express mail or similar type of service.
5. Proposals submitted after the deadline will be returned unopened and will not be considered.

2.4 Number of Submissions

1. Proposers may only submit one proposal. Alternate proposals with differences in scope will not be accepted. Therefore, proposers are encouraged to submit the proposal they feel best meets the needs of the Village.

2.5 Withdrawal of Submissions

1. Proposals may be withdrawn at any time prior to the due date. Requests to withdraw an offer shall be in writing, properly signed, and sent to pkerelek@vah.com prior to the due date.
2. Offers may not be withdrawn after the due date.

3 Scope of Services

3.1 Solution Capabilities and Expected Scope

The scope of the Project is to replace legacy system applications with enterprise technology spanning multiple service areas. Proposers are expected to provide the solution(s) and implementation services to include configuration, testing, conversion, training, reporting, stakeholder change management, and coordinate all communications throughout the Project. In addition, the resulting Project implementation is expected to deploy “best practices” of the latest application release.

The Successful Proposer shall plan and lead the Project and report to a Village-defined steering committee, meeting key deliverables as described in this section, along with directing a Village team who will be assigned to work as internal team leads and subject matter experts throughout the enterprise technology implementation. It is expected that the Successful Proposer will also plan and support culture change management efforts, including team/employee training and knowledge transfer to ensure the Village team will be able to fully support the on-going functionality/technologies identified in this RFP.

Proposers must respond to one of the scope options listed below. Proposers responding to Option 1: Core ERP are encouraged to partner with another vendor to provide the expanded module functionality, but the village will also consider proposals that are just Utility Billing and / or Community Development solutions (Scope Options 2 and 3). The Village expects best-of-breed solutions to integrate with the core modules and will expect evidence of prior integrations achieved with previous client ERP systems.

The Village is only considering a vendor hosted solution. On-premise proposals will not be considered.

Proposals with multiple partners will be evaluated on their approach to integrate the core and expanded scopes using modern system integration capabilities available in SaaS platform architectures.

Proposals containing multiple software solutions should complete a separate response to the Technical Requirements in Attachment 2 all proposed solutions.

Proposers must complete the Pricing Proposal – Attachment 3 associated with each option. For example, a proposer submitting a response for Core ERP, Community Development, and Utility Billing will submit three (3) versions of Attachment 3. All costs should be contained in the respective form, so the Village will know the cost of just that specific scope option.

Proposers must submit a separate Attachment 4 – Implementation Staffing Resources for each scope option. For example, a proposer submitting a response for Core ERP, Community Development, and Utility Billing will submit three (3) versions of Attachment 4.

Option 1: Core ERP

The Proposer must include responses to the following module specifications:

- Accounts Payable
- Budget
- Cash Receipting
- Fixed Assets
- General Ledger
- Grants and Project Accounting
- Human Resources
 - Benefits Management
 - Core HR

- Leave / Scheduling Management
- Performance Management
- Recruiting
- Tuition Reimbursement
- Inventory
- Misc. Billing and Accounts Receivable
- Payroll
- Purchasing
- Time and Attendance
- Treasury and Bank Reconciliation
- General and Technical

Option 1 Expanded Scope Options:

The Proposer may optionally respond to the following module specifications:

- | | |
|--|--|
| <ul style="list-style-type: none">• Utility Billing<ul style="list-style-type: none">○ Backflow Management○ Bill Management○ Customer Account Management○ Meter Reading and Management○ Refuse Collection○ Service Order Management | <ul style="list-style-type: none">• Community Development:<ul style="list-style-type: none">○ Address Management○ Cashiering○ Cost Accounting○ Licensing○ Permitting○ Planning and Zoning○ Property Code and Health Code Enforcement○ Special Events○ Vehicle Stickers |
|--|--|

Option 2: Utility Billing

The Proposer shall include responses to the following module specifications:

- Utility Billing
 - Backflow Management
 - Bill Management
 - Customer Account Management
 - Meter Reading and Management
 - Refuse Collection
 - Service Order Management
- General and Technical

Option 3: Community Development

The Proposer shall include responses to the following module specifications:

- Community Development:
 - Address Management
 - Cashiering
 - Cost Accounting
 - Licensing
 - Permitting
 - Planning and Zoning
 - Property Code and Health Code Enforcement
 - Special Events
 - Vehicle Stickers
- General and Technical

Professional Implementation Services for Any/All Options		
Project Management	Hardware Design and Installation Consulting	Software Installation
Data Conversion	Report Development	Integration and Interface Development
Software Modifications	Implementation and Training Services	Testing
Knowledge Transfer to Staff	System Documentation Development	Operational Redesign Assistance
Ongoing Support and Maintenance Services	Hosting Services	Change Management

3.2 Current Technical Standards

The following table lists the Village's current technical standards. Vendors should include any potential conflicts with their proposed solution in their proposal response.

Technology Standards	Current
Technical Standards	Data Sharing Standard, VPN Access Standard, File Naming Standard, Hardware Standard
Backup solution	Veeam
Business application environment	IDM AS400 (HTE), Microsoft Office Suite
Desktop hardware	Dell
Desktop operating system	Windows 10 and 7
Email system	Microsoft Exchange Online
Firewall	Cisco
Geographic information system (GIS)	GIS Consortium - Esri Product Line
Handheld devices	iOS and Android Mobile Devices
Imaging/content management system	Laserfiche
Interactive voice response system	N/A
Internet browser	Edge, Chrome
Network operating system	Cisco
Proxy server	Cisco Web Proxy
Relational databases	SQL, IBM AS400
Remote access	Vmware Horizon View, NetMotion
Report writer	IBM Cognos
Server hardware	Dell
Server operating system	Windows 2012, 2016 & 2019
Server virtualization	Vmware
User authentication	Active Directory
Virus scanning software	Symantec EndPoint
Web server software	IIS

3.3 Other Planned Technology Initiatives

The village is considering purchasing a new DACRA system for records requests, parking tickets, fines, hearings, violations.

3.4 Current Enterprise Application Environment

The following enterprise applications represent in-scope systems for potential replacement as part of the scope for this procurement. The Village is at a strategic crossroads as it seeks to modernize and strategically position its technology investments to meet its anticipated future needs.

System	Description	Future Disposition
HTE Version 9.1.19.3.0		Replace
AS400 Database		
Vendor Supported Schema not available	Financial system of record, used for GL, Purchasing, AP, AR, Cash Receipting, and Budgeting.	
Tracker	Investment Management System	Replace or Interface
Cognos	Reporting system that pulls data from HTE	Replace or Interface
PassPort	Mobile payments for parking	Interface
Paymentus	Online payment processor	Replace or Interface
BMO Credit Card	Bank account / portal connected to village credit cards.	Interface
Vehicle Sticker and Dog License Database (Microsoft Access)	Track payments for vehicle stickers and dog licenses.	Replace
Payments by Type Spreadsheet (Microsoft Excel)	Track AR payments by type	Replace
Bidders List (Microsoft Word)	Track vendors for use in future solicitations.	Replace
Laserfiche	Document management	Interface
Microsoft Excel	Department purchasing/contract tracking, Fixed asset depreciation tracking	Replace
Sierra	Book purchases	Interface
JP Morgan	Wire Transfers	Interface
Adobe Acrobat	Publishing of the budget	Replace or Interface
Cityworks Version 15.5.2		Interface
MS SQL 2014 Database Vendor Supported Schema Available	Capital Project Tracking, overtime tracking for public works	
Access	Capital Improvement Plan	Replace
Dacra	Potential purchase - records requests, parking tickets, fines, hearings, violations	Interface
Lexus Nexus	Potential purchase - accidents, tickets	Interface
Andre's Medical Billing	3rd party ambulance billing	Interface
Image Trend	EMS / Fire reports	Maintain
Volunteer Database (Access)	Personal information, demographics, etc. of volunteers - Medical reserve corp	Replace or Maintain
Volgistics	Senior Care Center Volunteer Database	Replace or Maintain

System	Description	Future Disposition
HRIS	HCM System stores employee information	Replace
Target Solutions	Training System	Replace or Interface
Guardian	Background checks for Police and Fire	Interface
Kronos Workforce Telestaff Version 6.7.2 MS SQL 2016 Database Vendor Supported Schema Available	Timekeeping system for Fire	Replace or Interface
VCS POSS	Timekeeping system for Police	Replace or Interface
Timeclock Plus	Timekeeping system for Public Works	Replace or Interface
Microsoft Access	Benefits database, timesheets, time off tracking	Replace
Microsoft Excel	Applicant tracking police, workers comp, insurance billing, life insurance, FMLA, incident tracking, position control	Replace
Microsoft Word	Retirement letter, hire letter, HR checklists	Replace
Fuel Master	Utilized to capture outside agencies fuel use	Interface
ArcGIS Server for Enterprise 10.6 or later	Data management	Interface
Sebis	Web portal water billing & penalty notices	Replace or Maintain
MVRS (Itron) Version 8.5 Pervasive PSQL v11 Workgroup (32-bit) SP3 database Vendor Supported Schema Not Available	Water meter reading system	Interface
Clover – PNC Merch Services	Credit Card Payments	Interface
XC2	Backflow prevention system	Interface or Maintain
Microsoft Access	Final utility bill creation	Replace
MS Outlook	Utility service order appointments	Replace
Microsoft Excel	Meter information, refuse citizen list	Replace
Executime 2018 Hosted Database Vendor Supported	Time recording for payroll	Replace or Interface
Microsoft Outlook	Communication and organizing a daily schedule for parts delivery, etc.	Replace
Water Meter Database	Database for water meters and backflow devices, externally managed	Replace
Microsoft Excel	Fuel consumption reporting, employee contact phone numbers, contract management	Replace
Microsoft Word	Damaged property invoices, memos for plan commission reviews	Replace
MS Access	Overtime Tracking	Replace
CDP Inspection Software	Creating and storing inspections for food, pools, day cares	Interface

System	Description	Future Disposition
Microsoft Excel	Track plan commission reviews, MWRD permits, contribution ordinances, daily correspondence with contractors and residents	Replace
MS Access	Property Code Enforcement	Replace
Click2Gov	Online customer portal for HTE Naviline	Replace
Naviline	User password reset, user output queues, Purchasing	Replace
CivicLive	Web-based VAH.com and Discover Arlington Website	Interface
MS Access	Elevator periodic inspection program	Replace
Brycer	Fire Alarm / sprinkler System Report Status	Replace
Mobile Eyes	Office of the State Fire Marshal's public school inspection reporting system	Replace or Maintain

3.5 Project Business Drivers

The Village's strategy involves a migration of its current solutions to vendor-supported, commercial-off-the-shelf (COTS) packages. This will ensure the Village's capacity to sustain these applications as private sector software firms responsively support evolving technologies adopted by public stakeholders. The Village has identified key business drivers for this project including:

- **Inadequate, Outdated Legacy System** – The Village has been running Sungard HTE/ Central Square ERP since 1996. Replacing existing system will modernize Village's procedures, processes and technology.
- **Enhanced Reporting**- Currently the Village is finding inefficiencies in existing system. Reports cannot be viewed on-screen and cannot be exported to another document. Currently, all reports must be printed. Reports are also inflexible and have caused the Village to procure work around 3rd party solutions.
- **Integrated Core Financial System** – The Village is maintaining decentralized modules causing inadequate reporting, dual entry, separated databases. The new system must provide better module to module integration and improve and expedite processes between departments.
- **Discontinued Support of Legacy System** – Existing cloud provider's service and support has declined in recent years leading the Village to question if service and support will terminate in near future.

3.5.1 Legacy Environment Challenges

- Many of the Village's aging business systems present situations creating inefficient processes. Additionally, many legacy systems require expertise that is very limited or could be unavailable to sustain the organization's core business systems. Many of these involve manual paper-based processing with an emphasis on on-site customer transactions in lieu of automated options (e.g., online payment, kiosk self-service centers, and online application submissions).
- The Village has developed and relied upon shadow systems to fulfill functional gaps in the Village's enterprise systems. Over time, these sources of data must be synchronized, sometimes resulting in multiple sources or instances of information. This makes it difficult to portray a uniform understanding of the organization's business activities at any point in time.

Utility Billing/CIS: The Village is primarily using HTE and Cityworks for their Utility Billing/CIS functions which lack key integration, automation and reporting. Integration would allow for one source of truth and eliminate many manual processes. Furthermore, unifying all utility billing service requests in the ERP's utility billing system of record would ensure customer service staff have the most recent and accurate information. This would help to increase the level of service the Village can provide, enhance reporting capabilities, and enable the collection of real-time usage information, among many other customer benefits.

Themes of Current Business Needs	Expected Future ERP Benefits
Capturing relevant data and having the ability to search on the data in the current system is lacking.	Modern ERP utility billing capabilities allow for enhanced data capture in Village configured fields and search on the data.
Service orders are created outside the utility billing system of record in Cityworks.	In lieu of synchronizing service orders in multiple systems, consider consolidating all utility billing service requests in the ERP's utility billing system of record. Field staff would also have the ability to also access this information via mobile devices in real-time as they engage the public.
The Village does not currently have e-billing functionality.	Simplify billing administration by leveraging the future utility billing system to offer capabilities for delivering bills (e.g. e-bill, email, printed, multiple receivers, etc.).
Reporting is very slow and cumbersome. Much time is spent waiting for reports, in order to continue the work process.	Current ERP systems offer standard billing and payment reports that can be customized by staff to support the typical reporting needs the Village requires.
There is currently no notification when the MVRS information has been loaded to the shared drive and can be uploaded to HTE.	System integration between the future UB system and meters would allow the meter information to update in real time.

Core Financial Systems: The Village is using HTE as their core financial system. The system lacks basic functionality, such as self-service capabilities and user-friendly reporting, found in modern systems. Opportunities for improvement include streamlining the budget creation process, implementing robust approval workflows, allowing users to perform ad-hoc analysis, and using vendor self-service capabilities. Moving to a modern system will allow the Village to store electronic documents instead of printing and storing documents in filing cabinets, move data from disparate systems into one system of record, and take advantage of continued vendor support and updates to the system.

Themes of Current Business Needs	Expected Future ERP Benefits
Staff cannot easily create reports or perform ad-hoc analysis of financial data.	Users will have configurable dashboards and pre-made reports.
Contracts are not tracked in a system of record	Contracts will be maintained in a central system and tied to supporting documents and future transactions.
Budget creation is done via a series of Excel spreadsheets	Departments can submit budget requests for review and approval via the ERP system. They will also have easy access to previous years' data.
Paper copies of documents are retained by the village because the system does not have robust document management capabilities.	Electronic copies of documents can be stored in the ERP system and tied to specific transactions.
The Village does not use modern purchasing functionality such as vendor self-service, tracking vendor performance, and using commodity codes.	Purchasing transactions will be linked through the entire process, from creating a solicitation to paying for the purchase. Having all of the data in a structured format in one system will allow the Village to perform analysis and support future decision-making processes.

HR/Payroll: The Village currently utilizes HTE in combination with HRIS for Human Resources functions. However, there is no integration between the two systems which causes duplicate entry in both systems in order to accomplish many tasks. This causes time consuming and manual intervention in many of the HR related processes. In many cases, the Village utilizes paper and shadow systems such as excel in order to conduct recruitment, manage benefits, personnel actions, performance evaluations, and more. Most processes are extremely manual, requiring paper forms, multiple approvals and dual entry into the various systems even if it's something as simple as an address change. Neither employees or managers have an easy way to access information about positions, benefits, etc. for themselves or their staff which is why self-service capabilities should be explored in a future ERP system. This would allow for one system of truth when it comes to employee information.

As for payroll, there are also a variety of systems and shadow systems used. Scheduling and time are tracked separately by various areas of the organization. Police, fire, public works, library and the rest of the Village all use separate time tracking mechanisms as there is no centralized time keeping system. Regardless of how they track their time, all departments are still required to convert the time data into the Village wide paper form which causes manual intervention and dual entry of critical information that could impact pay. Overtime and accruals are also not tracked consistently across all departments currently, which could cause inaccurate payment of overtime or time off, potentially putting the Village at risk. In order to consistently track time worked, time accruals and overtime, the Village is looking to standardize the system(s) used for timekeeping and payroll.

Themes of Current Business Needs	Expected Future ERP Benefits
The recruiting process is a manual and time consuming, which could cause a loss of quality candidates in the Village, Police and Fire dept.	Utilize applicant tracking and recruitment modules in a future ERP system to streamline the process to recruit and retain quality candidates.
There is duplication of efforts for most HR related processes due to the lack of integration with HTE and HRIS requiring manual intervention for all personnel related changes.	Employee and manager self service will allow staff to initiate changes with appropriate workflow in a future ERP system, and all information will be tracked in a single system of truth. Utilize an ERP system to manage all employee information, changes and processes.
Many spreadsheets exist to track the benefits enrollment and management process, which proves to be very time consuming.	Utilize an ERP system for open enrollment, benefits management and benefits billing.
Leave time and overtime are not consistently tracked across the organization, exposing the Village to risk of overpaying.	Utilize the ERP system to consistently track all types of time in a single system of truth in the future for accountability and consistency.
There are various scheduling and timekeeping systems utilized across the organization, all of which are required to manually input their time exception information on a paper timesheet for payroll processing.	Utilize a consistent process for scheduling, timekeeping and payroll. Consider utilizing a single timekeeping system across the organization or interfacing the solutions to eliminate manual intervention.

Community Development: The Village is currently using H.T.E. Naviline to manage their building permits and Cityworks to manage their Engineering permits & inspections. In general, the overall land management processes from entitlement to construction through C of O issuance is manual and paper based, with the Village relying heavily on external spreadsheets and physical paper filing systems to track and manage project activity. Additionally, the Village spends a great deal of time fielding calls from customers who are confused on what permits are needed, where to find them, and the expected timeline for having their permits approved. Applications are submitted as hardcopy paper versions and must be manually re-entered back into the system. Plan reviews are conducted by hand and requires manual coordination at multiple levels to consolidated comments which then must be manually entered back in

the system. There is also a manual coordination required between departments to clarify contradictory comments and present the Village review back to the customer in a uniform consistent manner. Correspondence between departments and the customer occurs outside of the system of record, generally by phone/e-mail.

A future ERP system with permitting, inspection and electronic plan review capabilities will be beneficial to Village operations and ultimately provide efficient and consistent customer service to their citizens. A summary of high-level benefits gained from an integrated ERP system can be found in the table below:

Themes of Current Business Needs	Expected Future ERP Benefits
Customers must submit hard copy applications, with no ability to pay application/permit/inspection fees online.	Applicants can leverage the online customer portal to find required project information and submit their applications for a permit/license online. Summary of fees can be totaled based on application/project type and be paid directly to the Village online.
Village staff must hand-key information into the system of record from the physical application.	With the ability to submit applications online through the customer portal, information will feed directly into the system of record and initiate the review workflow, eliminating the need to manually re-enter application information back into the system. Additionally, the portal can automatically vet submissions to ensure all required information and copies are included with each submission.
Village review of applications and plan sets are managed through external spreadsheets and hard copy tracking papers. Reviews must be manually coordinated across departments.	A consolidated system with electronic plan review capability offers a centralized review workflow, where all parties can review plans concurrently, and comments/mark-ups can be viewed in real-time. All correspondence related to a project can be documented in the system of record.
Scheduling of inspections is a manual process with limited transparency of inspection time to the applicant. Additionally, it is possible to schedule final inspections before all required conditions or fees have been paid.	Modern ERP systems with inspection functionality will allow the Village to automate inspection scheduling through a customer portal, and only allow inspections to be scheduled once all necessary requisites have been met and required fees have been paid.
Cityworks, used for Engineering permits/projects and enterprise asset management, is not interfaced to the current system of record. Information for work orders, permits, building projects, etc. is not easily shared and is often duplicated in both systems.	A future ERP system will be interfaced to the Cityworks system to coordinate permit and inspection activity with enterprise asset management processes with permit closure/acceptance. All activities related to the entitlement, permitting and construction of new development will be managed in the future ERP system. Specifically, all ROW, engineering and third party (MWRD permits) activity should be managed in the future ERP's permitting system.

3.6 Summary of Key Transaction Volumes

A summary of key transaction, operating volumes, and standards is included below. These volumes and standards reflect actual and estimated amounts for the current environment.

Operating Volumes/Standards	Current
Village of Arlington Heights	
Population	75,249
Form of Government	Village
Jurisdictional Area (Square Miles)	16
Residential Units	32,345
Number of Departments	10
Budget (General Fund)	78,436,500
Budget (Utilities)	23,760,000
Budget (Central IT)	2,490,600
Budget (All Funds)	177,184,200
Total Staff (Full time: 1FTE)	419 ; 2020 Budget – VAH only (not including library)
Total Staff (Part time: 0.5 FTE)	17 ; 2020 Budget – VAH only (not including library)
Number of IT users	426
Number of ERP System Users (Total Current)	147
Number of ERP System Users (Anticipated Future)	426
Number of Concurrent ERP System Users (Current)	~60
Number of Users (Anticipated Future) Per Area	
Accounts Receivable	30
Occupational Licenses	70
Purchasing/Inventory	425
Payroll/Personnel	100
Planning and Engineering	60
Year End Processing	70
General Ledger/Bank Reconciliation	
Chart of Accounts Structure	111-2233-445.66-77
Chart Segment One Name/Account Mask	1-Fund
Chart Segment Two Name/Account Mask	2-Department
Chart Segment Three Name/Account Mask	3-Division
Chart Segment Four Name/Account Mask	4-Activity
Chart Segment Five Name/Account Mask	5-Sub-activity
Chart Segment Six Name/Account Mask	6-Element
Chart Segment Seven Name/Account Mask	7-Object
Fiscal Year End	December 31
Number of Funds	42
Number of Department Codes	30
Number of Balance Sheet Accounts	689
Number of Expense Accounts	450
Number of Revenue Accounts	482
Number of Project numbers	136

Operating Volumes/Standards	Current
Number of Work Order numbers	N/A
Number of Manual Journal Entries (Monthly)	25-30
Number of Cash Accounts	40
Number of Bank Accounts	25
Number of annual Check Voids	130
Budgeting	
Pre-Encumbrance Controls?	Yes
Encumbrance Controls?	Yes
Position Control?	-
Budget Entry Model (Centralized or Decentralized):	Centralized
Number of Approval Levels	-
Budget Frequency	Annually
Number of Funds Budgeted	19
Fixed Assets	
Number of Capitalized Fixed Assets	1500
Fixed asset tagging?	Yes
Fixed Asset Capitalization Threshold (Current)	10,000
Tracking / Reporting of Non-depreciable Assets?	Yes
Project/Grant Accounting	
Do Projects/Grants Cross Funds?	Yes
Do Projects/Grants Cross Departments?	Yes
Purchasing/Contract Management/Inventory	
Use of NIGP/Commodity Codes?	YES
Number of Requisitions per Month	482
Number of Purchase Orders per Month	482
Number of Blanket Purchase Orders per Month	20 annual
Number of Invoices Without a Purchase Orders per Month	20
Number of Vendors in Purchasing System	68,000 (Shared across Purchasing and Accounts payable)
Use of Inventory Item Codes?	YES
Number of Item ship to Locations	15
Average Frequency of Physical Inventories	Bi-Weekly
Accounts Payable	
Number of Vendors Maintained in Accounts Payable System	68000 (Shared across Purchasing and Accounts payable)
Number of Invoices Input Annually	11,000
Frequency of Check Runs	Twice a month
Check Signature Method	Printed on checks by system

Operating Volumes/Standards	Current
Payments Types Supported	Check, Wire Transfer (manual check number entry)
Number of 1099s Processed Annually	Average of 50 per year
Cash Receipting	
Receipting Model (Centralized or Decentralized)	Decentralized
Number of Cash Registers / POS Terminals	4
Human Resources and Payroll	
Number of Permanent Employees	419 ; 2020 Budget – VAH only (not including library)
Number of Part-Time Employees	17 ; 2020 Budget – VAH only (not including library)
Number of Seasonal Employees	50 (estimate)
Number of Bargaining Units	2; Police & Fire
Number of Applicants (Annually)	2000 (avg annually)
Payroll Frequency	Bi-Weekly
Licensing	
Number of Business License Holders	1,642
Number of Annual Business License Applications	139
Facilities Management	
Number of Buildings Managed	28
Number of Facility Equipment Managed	Do not track
Fleet & Equipment	
Number of Vehicles and Equipment Managed	327
FTE Focused on Servicing Fleet & Equipment	10
Number of Annual Fleet Additions	39
Number of Annual Fleet Dispositions	23
Permitting	
Number of Annual Inspections	17760 (code Insp) + 2691 (Fire Insp) + 644 (Elevator Insp)
Number of Annual Permits	7,136
Utility Billing	
Major services billed	Water
Read Method	AMR - Electronic Meter Reading
Number of Electric Utility Accounts	None
Frequency of Billing	Weekly
Number of Billing Cycles	8 per month
Number of Annual Bills	Approx. 10,000 per month
Number of Annual Late Reminders/Notices	11,500
Number of Annual Shut Offs	1,800

3.7 Implementation Services

The Successful Proposer shall provide whatever is necessary (project teams, tools and templates, methods, frameworks, and other capabilities) to support the services required to complete the Project, receive Village acceptance signoff, and ensure a successful implementation (see Attachment 2 – Use Cases, Functional, Technical, and Reporting Requirements).

The Village requires proposers to submit their implementation approach with an estimated timeframe of implementation phases from the kickoff date. Total hours and onsite hours by implementation phase shall be detailed in the Proposer Attachment 4 - Village and Proposer Staffing Resources by Implementation Phase.

The Successful Proposer may propose a phased implementation approach. The Successful Proposer should plan for an appropriate post go-live support timeframe not to exceed three (3) months in duration for each of the major go-live rollouts that the Successful Proposer recommends.

If the Proposer recommends a phased approach, each phase should include a unique Project plan, timeline, scope, and deliverable milestones. Each phase should be priced as separate components of the whole. Phases can be implemented with parallel or overlapping timeframes.

The Village and the Successful Proposer shall develop a Statement of Work (“SOW”) to implement the Successful Proposer’s solution. The SOW will provide a detailed and comprehensive set of business, technical, and functional requirements. This SOW shall serve as the scope for the implementation phases of the Project. The SOW, along with a finalized multi-phased Project timeline, including deliverables for each phase and a breakdown of the requirements, shall be completed in each deliverable and shall be the contracted basis for Village’s acceptance of the Successful Proposer’s work and delivery of Proposer payments.

3.7.1 Initiation and Design Phases

Project Management Services

The Village expects the Successful Proposer to utilize project management skills, expertise, and experience to execute the Successful Proposer’s project management methodology. The Village is looking for the Successful Proposer to provide project management leadership covering the full range of services including project plan development, issue management, risk management, and change management. The Successful Proposer shall have a project management team comprised of a qualified and experienced project manager and anyone deemed necessary to execute the Proposer’s project management methodology. The Successful Proposer is fully responsible for all sub-contracted services including all subcontractor personnel. The Successful Proposer shall provide, develop, manage, maintain, and communicate status of all project management deliverables. Such project management deliverables should include, at a minimum, those listed in *Section 3 Scope of Services* in this RFP.

Project Kick-Off

Successful Proposer shall conduct the Project Kick-Off and create a corresponding presentation in collaboration with the Village to communicate to stakeholders the Project team’s roles and responsibilities, governance elements, project plan and deliverables, team member expectations, implementation approach, and success measures.

Project Charter

Successful Proposer shall create, with input from the Village, the Project Charter which shall include a vision statement, Project purpose, guiding principles, Project scope, Project objectives, governance structure, roles and responsibilities.

Technical Charter

Successful Proposer shall create, with input from the Village, the Technical Charter which shall include detail environment definitions and strategies, documentation and development standards, migration/version control strategy, patch and fix strategy, batch processing strategy, architecture diagrams, and data integration maps.

Issues Log

Successful Proposer shall track issues log, risk management plan, responsibility matrix and their corresponding resolutions on a project collaboration site.

Project Plan

Successful Proposer shall create, with input from the Village, a plan which shall define all of the activities, resources and investment required to complete the Project implementation. This detailed Project Plan shall then be managed by the Successful Proposer with Village staff guidance and acceptance. The Project Plan will clearly delineate milestones and phases as appropriate. Successful Proposer should also include a detailed staffing proposal listing consulting resources by title and role, and the required corresponding Village staff to best assist in implementation.

Joint Culture Change Management Services

Successful Proposer shall create, with Village's input, a Joint Culture Change Management Plan that will outline the change management purpose, scope and approach for the Project, identification of stakeholders, communication, training planning, team/employee training, knowledge transfer and post-implementation strategies. Successful Proposer shall be responsible for plan execution and management of the joint culture change management plan.

Risk Management

Successful Proposer shall create and maintain a Risk Management log for the overall Project and subprojects, which should include identification and classification of risk, probability of risk occurrence, and formulate and communicate a risk mitigation plan for each risk. Successful Proposer should consider scheduled risks that may include Village moratoriums (e.g. Fiscal year end general ledger closing and reporting, calendar year end payroll closing and reporting, annual budget development) for system changes and emergency management events.

3.7.2 Solution Delivery and Post-Implementation Support Services

Proposer Implementation Activities

Data Conversion: Successful Proposer to participate in data mapping and developing cross-walk tables, extraction of data, executing conversion processes developed by Proposer and Proposer will manage the reconciliation, and validation of converted data for the Village.

Report Design: Successful Proposer will be responsible

Workflow Configuration/Testing: Successful Proposer will be responsible

Forms: Successful Proposer will be responsible

Customizations: Successful Proposer will be responsible

Interfaces: Successful Proposer will be responsible for its side of all interfaces which includes two-way information exchange with non-Proposer applications

Training/Change Management: Successful Proposer will be responsible for training plans, training materials, development and conducting end-user trainer sessions

Proposer Implementation Activities

Business analysis and process design: Successful Proposer will be responsible

Project management and facilitation: Successful Proposer will be responsible

Communication: Successful Proposer will be responsible for developing all communication plans and ensuring timely delivery of communication and knowledge transfer

Documentation and record management: Successful Proposer will be responsible

Technical/Security configuration: Successful Proposer will be responsible

Testing: Successful Proposer will be responsible for developing and ensuring test plans are adequate for pre and post go-live updates

Configuration Services

Successful Proposer shall design and configure reports, workflows, forms, approval processes, dashboards, and self-service features along with all processes to fulfill the required functionality detailed in Proposer Attachment 2 – Use Cases, Functional, Technical, and Reporting Requirements.

Successful Proposer shall be responsible for and shall conduct the process of setting up and testing its solution parameters and codes for all its solutions in scope. This process includes the creation of a Configuration Workbook for each product module, documenting Village system configuration.

Customization Services (Optional)

Successful Proposer shall design, develop and configure customizations according to the Proposer Attachment 2 – Use Cases, Functional, Technical, and Reporting Requirements, including non-standard reports, workflows, software modifications, software extensions, forms, approval processes, dashboards, and self-service features.

Data Conversion Services

The Village shall be responsible for developing extracts from legacy systems. Successful Proposer shall lead and develop the data conversion tasks and work with the Village to properly map and convert information to the data model of the Proposer's solution. Village expects the vendor to take responsibility for 60% or more of the data conversion work. These data conversions and interfaces are represented in Section 3.5 Key Business System Integration Outcomes for applications designated for replacement.

Successful Proposer shall work with the Village to plan specific details of historic data conversion and ensure compliance with best practices and record retention policies/legal requirements. While the Village will be responsible for extracting and scrubbing legacy data for conversion, the Successful Proposer shall be responsible for converting the scrubbed data into its data model. Based upon the volume of data being considered, Successful Proposer shall provide the data conversion methodologies, processes, conversion programs, and any third-party data conversion tools to the Village.

Successful Proposer shall provide technical design documentation for all its conversions developed. For purposes of determining level of effort for data conversion, assume the Village wishes to convert the data (likely to be accomplished in various phases) as indicated.

Area		Requested Conversion Item	Years of Data
Accounts Payable	Checks		Seven

Area	Requested Conversion Item	Years of Data
Accounts Payable	Invoices	Seven
Accounts Payable	Vendor File (complete)	Seven
Budgeting	Current adopted budget amounts by line items	Five
Budgeting	Current amended budget amounts by line item	Five
Budgeting	Current actual amounts by line item	Five
Budgeting	Budget and actual amount by line item for all funds	Five
Business License	Business licenses, liquor licenses, charges and receipts, and classification codes	Five
Cash Receipts	History of payment data including payment amounts for specific accounts (utility, ARs, GMs, etc.), check numbers or reference numbers, project codes, payment type codes, user ids, batch numbers, batch types, etc.	Three
Capital Assets	Asset files (codes, master information, transaction, summaries, journal transactions, funding sources, etc.)	Seven
General Ledger	All chart of account codes, accounts, and descriptions	Seven
General Ledger	Ending balances, project, work order, job #	Seven
General Ledger	Detailed information by Project ID number for all open projects including funding, status, tasks, and maps	Three
Human Resources	Human Resources Master Records	Full History
Human Resources	Employee Requisition & Applicant Records	Full History
Human Resources	Employee Status History	Full History
Human Resources	Position Tables & Allocation Information	Full History
Inspections & Code Enforcement	All active cases, case actions, case violation information, generic inspections information, case cash receipts information, user setup and code files.	<i>100% migrated to new system</i>
Inspections & Code Enforcement	All completed cases, case actions, case violation information, generic inspections information, case cash receipts information, user setup and code files.	Ten
Inventory	Detailed information by ID number	Current inventory
Misc. Billing & Accounts Receivable	Revenue types, billing history, payment history, customer master records, and automatic charge codes (recurring charges).	Seven
Payroll	Employee position and demographics	Seven
Payroll	Accrual balances (Current, MTD, QTD, YTD, FYTD)	Seven
Payroll	Add pays, adjustments before taxes, tax, deductions, benefits	Seven
Payroll	Check History	Seven
Payroll	Earnings/Deductions History	Seven
Payroll	Personnel Action History	Seven
Payroll	Time and Attendance History	Seven
Permitting	All active Building Permits with associated information including general permit information, application names, miscellaneous information , structure setup, application	100% migrated to new system

Area	Requested Conversion Item	Years of Data
	tracking, permit setup, cash receipts & charges, application fees, application documents, inspection results.	
Permitting	All completed Building Permits with associated information including general permit information, application names, miscellaneous information , structure setup, application tracking, permit setup, cash receipts & charges, application fees, application documents, inspection results.	100% migrated to new system
Planning & Engineering	Project information (including letter document attachments); project/location cross reference; planning action information; key date, project letter, and meeting document information; zoning, allowable use, and project receipt information; and code information.	100% migrated to new system
Purchasing	Accounts files, bid files, inventory item transactions, item files, purchase order files, purchase requisition files, stock requisition files, and vendor files.	Vendor Master File: All vendors Purchase Orders: seven years
Utility Billing	Customer account history; miscellaneous information; billing, payment, adjustment history; reading/consumption history; meter inventory; directions to meter and read sequence information.	Three years of detail and seven for summary.

Data Archival Services

Successful Proposer shall propose methodologies, designs, plans, and solutions to permit the Village to retain access to the data required to support historical functions (i.e. legal inquiries, audits) while the Village sunsets the current systems after go-live. Creative plans shall include recommendations, plans, and costs to convert more historical data than what is listed in the above table in order to limit or eliminate expensive or unreasonable data archival requirements.

Interface Services

For required ongoing interfaces, the Successful Proposer shall be responsible for designing and developing all integration “To/From” the Successful Proposer’s platform.

The list of current Village systems required to interface with current applications to perform daily business functions is provided in Attachment 3 – Pricing Proposal.

Some interfaces may be temporary and will no longer be needed once the Successful Proposer’s system is fully implemented. Successful Proposer shall design and create the required permanent and temporary interfaces. Successful Proposer shall also provide the technical design documentation for all developed interfaces as part of the Village’s acceptance. It is expected that the Successful Proposer shall be responsible for designing and developing all integration “To/From” the enterprise technology platform for required ongoing interfaces. It is expected that the Successful Proposer will work with Village or third-party Proposers who will be responsible for the non-Proposer side of all interfaces.

Testing Services

Successful Proposer shall be responsible for and will conduct the process of planning and documenting its system test approach (Conference Room Pilots, State Environment Testing, User Acceptance, Performance, and Final Acceptance Testing). After the test plans are developed, Successful Proposer shall lead the execution of the testing activities. Successful Proposer shall develop and execute a test plan that at a minimum includes:

- Unit testing

- Integration testing
- User Acceptance Testing (UAT) - should include all test case scenarios/scripts and predecessor/successor events and predecessor/successor batches to be used in pre-production batch testing. It will occur after development is complete (or substantially complete, as agreed to by the Village).
- Performance and stress testing
- System testing
- Security role testing
- Other types of testing (i.e. workflow testing)
- The participating departments shall be the final approval and acceptance authority for the test results prior to being moved into the production environment
- Post go-live verification/acceptance

Reports and Workflows

Successful Proposer shall design, develop and provide the reports and workflow processes as listed in Proposer Attachment 2 – Use Cases, Functional, Technical, and Reporting Requirements as defined in the Initiation and Design Phase of the Project.

Go-Live Cutover Approach

Successful Proposer shall create, manage, and execute an operational system cutover plan to enable the Village to Go-Live with all its systems at mutually agreeable Project milestones. Successful Proposer shall consider operational impacts when establishing recommended cutover plan and go-live dates (e.g. moratorium, annual budget, etc.). It is expected that various milestones may have different go-live dates based on the implementation approach for modules/functionality.

Post-Implementation Support / Documentation

Successful Proposer shall propose functional and technical post-implementation support services. These shall include but are not limited to functional help desk services and assistance with key functional tasks at the request of business users. Successful Proposer shall provide a dedicated resource for post-production support not to exceed three (3) months in duration for each Project milestone go-live date (i.e. Roll out) that the Successful Proposer recommends. In addition, the Successful Proposer should develop planning that includes key support for the execution of first-time business processes that may occur beyond the post go-live support of the major go-live(s). Upon completion of the support period, Successful Proposer shall produce a summary report to document any outstanding tasks and recommendations for resolution. Moreover, Successful Proposer shall create a plan to transition production support to Village's long-term production support model during this period.

3.7.3 Modifications, Customizations, and Enhancements Approach

The goal of the implementation is to utilize standard solution configuration functionality wherever possible to fulfill expected outcomes. This would alleviate the need for most customizations and modifications of the Proposer's environment. The Successful Proposer will adopt this approach and work collaboratively with the Village from a functional and technical perspective to identify acceptable alternatives to customizations.

3.7.4 Employee Training / Knowledge Transfer Approach

Successful Proposer shall design, promote, and employ the tools, classes, and methods necessary to ensure the complete knowledge transfer, employee training activities, and system documentation as

needed during and by the completion of each phase of the enterprise technology software solution implementation for both business and technical staff.

The Village expects its project staff resources to assist the Successful Proposer's implementation team with the deployment of communications and training approach. However, it is expected the Successful Proposer will lead and manage these Project components throughout the Project timeline. The Village expects the Project Management Office for the Project implementation (expected to be staffed by both Successful Proposer and Village staff) will manage all Project communications.

3.7.5 Village Implementation Roles

Successful Proposer shall prepare a staffing plan for all of the Village's expected implementation staff and Project roles, clearly identifying the role expectation, time requirement and duration, and expected number of persons per role (hours) to be detailed in *Proposer Attachment 4 – Village and Proposer Staffing Resources by Implementation Phase*. The Village fully understands the importance of the roles that Village staff plays as part of the Project team and expects that key team leads from Successful Proposer will be paired with Village leads to ensure knowledge transfer and ongoing supportability in the Successful Proposer's platform and Village business processes.

The Village acknowledges that new roles may be needed to support the Successful Proposer's platform and as such, shall identify and recommend any additional roles to be incorporated into *Proposer Attachment 4 - Village and Proposer Staffing Resources by Implementation Phase*.

Successful Proposer is expected to take on full responsibility for implementation services in both functional and technical areas; however, the Village expects that to ensure appropriate knowledge transfer, Village team members will participate in the implementation assuming various roles. Proposer Attachment 4 requests proposers to specify the balance of expected balance of workload between the proposer's implementation team and the Village's implementation team including the following activities in the table below.

Village Role	Responsibilities
Implementation Steering Committee	Meet with Project Manager (PM) to be informed of Project progress. Ultimate arbiter to resolve conflicts. Ensure that Village resources needed to be successful are available. Encourage the change of business processes where efficiencies can be gained, and/or best practices can be adopted. Promote organizational and cultural change to take advantage of the benefits provided by the software and enable the Project to be a success.
Village Project Manager	Coordinate tasks and resources throughout all Village areas. Work closely with Successful Proposer's PM on scope, schedule development, and status reporting. Manage Village spending on the Project. Approve deliverables.
Functional Business Leads	Supply business expertise of current systems and processes for key business areas. Coordinate the need for subject matter experts and assign tasks. Participate in cross-functional to-be process sessions, approve process redesign and system configuration decisions. Document reporting requirements. Identify security needs. Review and approve test scripts. Oversee all rounds of testing and confirm results. Approve converted data. Report to PM on Project progress, identify problems / risks / concerns and assist with change management efforts.

Village Role	Responsibilities
Subject Matter Experts	Supply business expertise of current systems and processes. Participate in cross-functional to-be process sessions. Complete testing as required and document results. Conduct end-user training.
Business Integration Lead	Define and recommend business process flow integrations and workflows spanning the Proposer's application and non-Proposer applications to ensure streamlined and efficient business processes.
IT Service Management Lead / Help Desk	Oversee all Village technical activities including obtaining resources as needed, assigning project tasks, and reporting status. Advise Village PM and Successful Proposer's PM of technical standards, processes, and issues that impact the Project. Review technical designs, architecture and documentation presented by Successful Proposer. Coordinate the acquisition of any new infrastructure that may be needed by the Project. Ensure Village technical staff receives enough knowledge transfer to maintain system after Project ends.
System Technical Administrator	Oversees the management of the Successful Proposer's solution environments. Oversee the operational start/stop of its solution services. Manage process to refresh non-prod environments. Patch and migration control. First point of contact to troubleshoot system performance issues. Coordinate with database administrator, system security administrators on change management and problem resolution. Report to technical lead on Project progress and issues. Creation of database instances. Manage database security. Apply database specific patches. Assist in resolving performance issues. Scheduling and control of database backups. Report to technical lead on Project progress and issues.
System Permissions/Roles Administrator	Manage application security to include the development and maintenance of user permission lists and roles; creating users and assigning roles to users. Report to technical lead on Project progress and issues. Granting and disabling access to users.
System Security Administrator	Manages all security aspects of the application environment, network communications / firewalls, solution environment backups supporting disaster recovery and business continuity responsibilities.

3.7.6 Proposer Implementation Roles

The Successful Proposer's expected implementation roles provided are intended to be generic and are to be used in classifying the hours by Project phase as represented in *Proposer Attachment 4 – Village and Proposer Staffing Resources by Implementation Phase*.

Successful Proposer Role	Responsibilities
Implementation Director / Delivery Assurance Director	<ul style="list-style-type: none"> Provides clear direction for Successful Proposer's staff on executing the Project deliverables to align with satisfying Village's overall organizational strategy. Authorizes required Project resources Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process

Successful Proposer Role	Responsibilities
	<ul style="list-style-type: none"> Offers additional support to the Project team and can work with other Successful Proposer department managers in order to escalate and facilitate implementation Project tasks and decisions Acts as the counterpart to Village's implementation steering committee and sponsor. Monitors Project progress includes progress towards agreed-upon goals and objectives.
Project Manager	Provides oversight of the Project, coordination of resources between departments, management of the Project budget and schedule, effective risk and issue management, and is the primary point of contact for all Project related activities and deliverables.
Implementation Consultant	<ul style="list-style-type: none"> Completes tasks as assigned by the Project Manager Performs problem solving and troubleshooting Follows up on issues identified during sessions Documents activities for onsite services Provides conversion validation and error resolution assistance Recommends guidance for testing forms and reports Tests software functionality with Village following configuration Assists during production cutover process and provides production support until Village transitions to support Provides product related education Effectively facilitates training sessions and discussions Conducts training (configuration, process, conversion Validation) for end users Clearly documents Village tasks with specific due dates and owners, supporting and reconciling with the final Project plan Project Manager proactively apprised of any and all issues which may result in the need for additional training, change in schedule, change in process decisions, or which have the potential to adversely impact the success of the Project prior to acting
Customer Support Lead	<ul style="list-style-type: none"> Manages incoming client issues via phone, email, and online customer incident portal Documents and prioritizes issues Provides issue analysis and general product guidance Tracks issues and tickets to timely and effective resolution Identifies options for resolving reported issues Reports and escalates defects to development Communicates with Village on the status and resolution of reported issues

3.7.7 Additional Service(s) Hourly Rates

Service(s) Hourly Rates are to be provided, by role/title, for any potential and approved work beyond the Scope, agreed upon within the contract. Hourly rates are to be classified as staff augmentation where Village accepts the responsibility for project management, change management and risk mitigation for the work of the resource; or classified as managed services which includes consultant work, project management, change management and risk managed by Successful Proposer. Hourly rates are to be further classified as onsite (all-inclusive including time, travel and related expenses), and remote onshore/offshore (not including travel costs). Such Service(s) Hourly Rates should be included in the pricing form at Proposer Attachment #3 – Pricing Proposal.

4 Evaluation Process

4.1 Overall Evaluation Process

Responses to this RFP will be evaluated by a committee consisting of various process owners within the Village. The Village's intent is to acquire the solution that provides the best value to the Village and meets or exceeds both the functional and technical requirements identified in this RFP.

The village will be using the following process to reach a finalist Vendor decision:

1. **Minimum Criteria:** As part of the Vendor's RFP response, the following minimum criteria must be met for a proposal to be considered for further evaluation. Failure to meet all of these criteria will automatically disqualify the Vendor's response from further consideration:
 - **Minimum Client Software Installations**
Must have provided software for at least one previous client using the same major version of the software proposed for the Village.
 - **RFP Response**
RFP response is submitted by the due date and time.
 - **Response Authorization**
The RFP response is signed by an authorized company officer.
 - **Response Completeness**
Vendor complied with all instructions in the RFP and provided a response to all items requested with sufficient detail, which provides for the proposal to be properly evaluated. Any deficiencies in this regard will be determined by the village's Purchasing Director to be either a defect that the Director will waive or that the proposal can be sufficiently modified to meet the requirements of the RFP.
 - **PCI Compliance**
Where applicable, the Vendor shall certify in its Proposal that it meets Payment Card Industry (PCI) Data Security Standards (DSS), and if recommended for award, shall illustrate compliance.
2. **Round 2 Evaluation:** For those Vendors whose proposals pass the minimum criteria, the following categories of criteria will be used to further evaluate the proposals in the following order of preference from high to low:

General Vendor:	100
- Financial stability	15
- Number of municipal installations	15
- Comparable size of installations	20
- Quality and clarity of proposal presentation	25
- Completeness of solution	25
Functional Requirements:	400
- Compliance to functional requirements	300
- Reporting	80

- Product direction	20
Technical Requirements:	200
- Current technology	60
- Use of industry standard tools	60
- Compatibility with existing infrastructure	80
Implementation Requirements:	200
- Implementation approach (including amount and type of support)	50
- Vendor staffing provided on the project	40
- Completeness of work plan	20
- Training approach	30
- Change management approach	30
- Project management approach	30
Cost:	100
- Initial Costs	40
- 5 and 10 year total cost of ownership	60
Total	1000

Round 3 Evaluation: The top Vendors in the second-round evaluation will then proceed to an additional level of due diligence that may include the following activities:

- Follow-up questions and answers with the Vendors.
- Requesting information proving vendor's financial stability.
- On-site Vendor demonstrations to include module/functionality demonstrations, technical demonstrations, service presentation, and other due diligence.
- Reference checking with comparable entities using the Vendor's product.
- Potential site visits to comparable entities using the Vendor's product.

The Village may request to record demonstrations conducted during Round 3 Evaluation.

At any point in time during the third round of evaluation, a Vendor may be excluded from further consideration. At the conclusion of the round three activities, the finalist Vendors will be judged on all information collected to date against the following criteria in order of preference:

Functionality and Usability	400
Service and Support	250
Investment and costs	200
Technical Requirements	150
Total	1000

The village will then enter into contract negotiations with the Vendor whose overall solution best meets the needs of the village over the long-term.

4.2 Negotiation and Award of Contract

The evaluation team will select the finalist proposer and initiate contract negotiations with the intent to award. If both parties fail to complete a satisfactory negotiation within what the Village defines as a reasonable time, the evaluation team may initiate negotiations with another proposer.

Such process may continue until a contract has been successfully negotiated between the Village and a Successful Proposer or until there are no remaining Proposers the Village deems qualified.

1. Negotiations shall cover such terms, provisions, conditions, scope of services and other matters as the parties deem appropriate to best meet the needs of the Village. The resulting contract, negotiated between Village and the Successful Proposer, shall only become effective when the terms, conditions, provisions, and services negotiated between Village and the Successful Proposer have been reduced to a written contract, signed by the Successful Proposer, and then, once submitted to the Village's Board, receive formal approval. Once the Village's Board has approved the award and executed a resolution, the formal contract will be signed by the Village and forwarded to the Successful Proposer.
2. The Village may choose to award parts of the desired solution to multiple vendors if they determine it is in their best interest.