

**Solicitation Number: RFP #060624****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Tyler Technologies, Inc., 5101 Tennyson Pkwy., Plano, TX 75024 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Software Solutions and Related Services for Public Sector and Education Administration from which Supplier was awarded a contract in Categories 1, 2, 3, 4, and 5.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires October 25, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances; provided, however, that any additional extension will be upon written agreement by Supplier.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTIES.** During the term of a current Maintenance or SaaS Agreement, Supplier makes the following warranties:

- a. **Tyler Software Warranty** – Supplier's software will substantially conform to the functional descriptions of the Supplier software contained in Supplier's Proposal, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through Supplier's maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in Supplier's then-current documentation.
- b. **Tyler Services Warranty** – Supplier warrants that it will perform services in a professional, workmanlike manner, consistent with industry standards. In the event Supplier provides services that do not conform to this warranty, Supplier will re-perform the services at no additional cost.
- c. **Third Party Warranties** – Unless otherwise indicated, Supplier does not warrant the condition of any third-party products or services resold through Supplier's reseller agreement. Supplier will pass through any third-party warranties it receives for such items and will reasonably cooperate and coordinate for access to warranty service for third-party items Supplier resells.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcwell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcwell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities

to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract. The foregoing notwithstanding, Supplier may (i) require execution of a software and services agreement in a form substantially similar to the one included with Supplier's Proposal and/or (ii) require agreement to terms required by third-party product providers.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone

agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Supplier commits any material breach of this Contract or the additional terms agreed to between Supplier and a Participating Entity, subject to the terms of an executed software and services agreement between the Supplier and the Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcwell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcwell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcwell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's

responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract. Sourcewell and Supplier acknowledge that compliance with the Minnesota Government Data Practices Act extends only to that data to which the Act applies.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
 - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all

marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary,

Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.

2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include

liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Copies of renewal certificates will be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract as close as practicable to the date the applicable policy or policies is/are renewed. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to include Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier as respects this Contract. The policy provision(s) or endorsement(s) must further provide that coverage is primary for claims under Supplier's commercial general liability policy that are caused, in whole or in part, by Supplier as respects this Contract and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Except to the extent the damage or injury is caused by Sourcewell, Supplier waives subrogation rights against Sourcewell on claims under Supplier's commercial general liability, automobile liability, and workers' compensation and employee liability policies that arise out of or relate to this Contract and are between Supplier and Sourcewell. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing

regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.322.

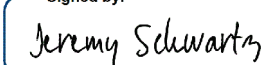
22. CANCELLATION

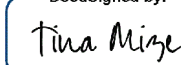
Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

060624-TTI

Sourcewell

Tyler Technologies, Inc.

Signed by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/13/2024 | 4:32 PM CST

DocuSigned by:

By: 7A932F08A2384D5...
Tina Mize
Title: Group General Counsel
Date: 11/13/2024 | 4:27 PM CST

RFP 060624 - Software Solutions and Related Services for Public Sector and Education Administration

Vendor Details

Company Name: Tyler Technologies

Does your company conduct business under any other name? If yes, please state: Maine

Address: 1 Tyler Drive
Yarmouth, Maine 04096

Contact: Ehren Morse

Email: ehren.morse@tylertech.com

Phone: 800-772-2260 4662

Fax: 207-712-6025

HST#: 75-2303920

Submission Details

Created On: Thursday April 18, 2024 06:47:48

Submitted On: Thursday June 13, 2024 09:02:59

Submitted By: Ehren Morse

Email: ehren.morse@tylertech.com

Transaction #: d904b570-f6ec-473c-ba06-9a71327912da

Submitter's IP Address: 163.116.144.109

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Tyler Technologies, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Tyler understands and agrees that it will be solely responsible for the equipment, products and services, including those of its subsidiary entities, provided under a resulting contract. Tyler has included equipment, products and services of the following subsidiary entities in this proposal: NIC Services, LLC, Rapid Financial Solutions, LLC, U.S. e-Direct, LLC and NICUSA, LLC.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	GKHLE5VNFMZ3	*
5	Proposer Physical Address:	5101 Tennyson Pkwy, Plano TX 75024	*
6	Proposer website address (or addresses):	www.tylertech.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Tina Mize, Group General Counsel, 7701 College Blvd., Overland Park, KS 66603, tina.mize@tylertech.com, 913-489-5239	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Ehren Morse, Sales Operations Manager 1 Tyler Drive, Yarmouth Maine, ehren.morse@tylertech.com, 800-772-2260 ext. 4662	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Gia Davis, VP Sales Enablement 1 Tyler Drive, Yarmouth Maine, gia.davis@tylertech.com, 800-772-2260	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services. Tyler Technologies has paved the way for digital transformation in the public sector with integrated software and technology services. Our end-to-end solutions empower government entities at the local, state, and federal levels to operate efficiently and transparently in their interactions with the public and in their collaboration with each other. By connecting data and processes across disparate systems, we transform how clients turn data into actionable insights and solutions for their communities. Our mission, vision, and values inherently support sustainable operations. Guided by our Connected Communities vision, we support thriving communities with our integrated product solutions to build a digital foundation that enhances data access, engagement, and transparency. Tyler aims to provide the technology needed for seamless information exchange among government entities, schools, and residents across geographic, agency, and departmental boundaries. Through streamlined processes and solutions, we are driven to help overcome data and resource sharing challenges in the public sector, contributing to improved connectivity, efficiency, and agility. At Tyler, we imagine a world where all city, county, and regional government services are connected within a healthy digital infrastructure. By seamlessly connecting data, people, and processes across departments and geographic boundaries, the public sector can tackle society's unprecedented challenges while increasing resident engagement with government. Only Tyler delivers the exclusive public sector focus, depth and breadth of solutions, industry experience, and intentional innovation that will drive the public sector forward. What are our values? Purpose - we are purpose driven. Tyler has built its brand by delivering value for clients, creating a strong workplace culture, ensuring transparency in our operations, and empowering strong, vibrant communities. We take great pride in the Tyler brand and what it stands for. Respect - we respect our resources. Respect for the environment is more than a mindset; it requires real investment and focus. In 2023, we concentrated on strengthening our sustainability initiatives while ensuring operational excellence. Our successes are a testament to the dedication of Tyler team members, who embody our mission and bring our sustainability priorities to life. Community - we are committed to building community. A spirit of community is a common thread that runs through every interaction, inside and outside our organization. For our communities, this means generous giving through the Tyler Foundation, our endowment for charitable giving. It also means continuing our unique relationship with Both Ends Believing, Tyler's nonprofit partner benefiting children in institutional care around the world. For our company, this means support for the wellness and fulfillment of our employees, as well as for a wide range of causes they care about. For our clients and shareholders, this means providing peace of mind by investing in security, compliance, and privacy initiatives that meet or exceed software industry standards. We publish specific guidance on these programs on the Compliance page of our website. Integrity - we refuse to compromise on integrity. Every aspect of our business begins and ends with integrity. In adhering to corporate governance standards, integrity is our guiding principle and our number one requirement for success - with our team members, our clients, our shareholders, and even with our competitors. We consider integrity to be at the heart of our success and uphold it daily through careful listening, thoughtful analysis, and responsible decision making. Company Background Tyler Technologies is the largest and most established provider of integrated software and technology services focused on the public sector. Tyler's end-to-end solutions empower local, state, and federal government entities 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 are transforming how clients gain actionable insights that solve problems in their communities. Tyler empowers government and schools to create safer, smarter, and more vibrant communities through integrated solutions ranging from Appraisal & Tax, Civic Services, Courts & Justice, Data & Insights, ERP, Land & Official Records to Public Safety and K-12 Education and has been exclusively focused on the public sector since 1997. Tyler was founded in 1966, incorporated in Delaware in November 1989 and is a publicly traded corporation on the NYSE (TYL) and is headquartered in Plano, TX, with 28 office locations across the U.S. and Canada. With a client retention rate of 98%, Tyler has more than 4,000 successful installations across 13,000 sites, with clients in all 50 states, Canada, the Caribbean, Australia, and other international locations. Our Products With decades of exclusive public sector experience, Tyler is the market leader providing integrated software and services. Subject matter experts and in-depth products result in a sustainable client partnership that delivers the industry's most comprehensive solution. We provide the industry's broadest line of software products and offer clients a single source for all their information technology needs in several major areas: Public Administration : Appraisal & Tax, Civic Services, ERP, Land & Official Records, Regulatory Outdoor Recreation, Courts & Public Safety : Corrections, Courts & Justice, Public Safety Health and Human Services : Environmental Health & Disability & Benefits K1-12 Education : School ERP, Student Information, Student Transportation Transformative Technology: Data & Insights, Civic Experience, Cybersecurity, Payments, Productivity Tools We are known for long-standing client relationships, functional and feature-rich products, and the latest technology. In addition to software products, Tyler provides related professional services including installation, data conversion, consulting, training, customization, support, disaster recovery, and application and data hosting. Public Sector Focus Tyler's business units have provided software and services to customers for more than fifty years and have long-standing reputations in the local government market for quality products and customer service. Tyler is the largest company in the United States focused solely on providing software solutions to the public sector. While many of our competitors compete in multiple vertical markets, Tyler is singularly focused on the public sector. Tyler recognizes that the public sector is generally stable, risk averse, and craves community accessibility, security, and transparency. That is why local government and school entities seek reliable and efficient software and services from Tyler-a vendor who is professional, reputable, dedicated, and achieves results. Tyler has the experience to understand the unique requirements of the public sector, the necessary resources to invest in its products, and the ability to deliver quality services. Our Experience Tyler Technologies' solutions offer the widest breadth of products in the industry, the latest technology available, and an integrated system that can operate in diverse offices throughout a jurisdiction. More importantly, Tyler's vision and skill in executing that vision is what ultimately leads to a successful implementation and long-term solution for our customers. Our experienced team consists of industry leaders that keep our team moving and making sure we can give you the tools to succeed.
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11	What are your company's expectations in the event of an award?	Tyler is excited to continue our partnership with Sourcewell. Tyler is committed to growing contract usage over the contract term and working with Sourcewell on goal setting and approach. As Tyler continues to innovate and empower the public sector, Tyler has continued to increase usage of the contract with Sourcewell across its divisions as well as increase the offerings available to Sourcewell's members. As a leader in the industry, we understand the importance of maximizing the value of a streamlined procurement process. Tyler has built a strong partnership with Sourcewell and seeks to continue to maximize the value of this partnership in the future. Our collaborative marketing efforts have worked effectively to promote awareness of the contract. Our team of dedicated professionals is committed to delivering exceptional service and ensuring the success of our clients.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Tyler consistently maintains a solid balance sheet, strong cash flow and low debt, experiencing consistent revenue growth. In 2023, Tyler achieved total revenues of \$1.95 billion representing 7.4% year-over-year organic growth. Tyler is committed to continual research and development. These investments are spread widely across our solutions suites, enhancing our products and services that will match the changing demands of our clients, strengthen our market position, and support future growth. We recorded research and development expense of \$109.6 million in 2023, \$105.2 million in 2022, and \$93.5 million in 2021. Though our increased R&D investment has created a short-term headwind to margin expansion, we believe the long-term results from new and enhanced products will strengthen our ability to compete and succeed. As we move into the future, we will continue to invest strategically as opportunities arise; however, we expect R&D investments to continue to grow over time, expanding in line with revenue growth. In June of 2023 Tyler introduced our Tyler 2030 vision, which supports Tyler's drive to be the most trusted and indispensable partner for the public sector in the digital government era. This vision becomes a reality when we continue to focus on what's most important. Tyler 2030 aligns our organization and drives focus areas including leveraging our large installed base, expanding into new markets, completing our cloud transition, and growing our payments business. We will achieve these goals while building a world-class corporate culture maintained by the best and brightest employees in the industry. Tyler's continued success validates our strategy of a singular focus on serving mission-critical needs of the public sector, backed by a strong balance sheet and strategic investments that bolster our market leadership. This singular focus is executed through a diverse range of products and services. Tyler's commitment to providing essential software and services to support the public sector remains stronger than ever. Please visit tylertech.irpass.com/Annual_Report_Financials to view our current annual report. This has also been supplied with our proposal.	*
13	What is your US market share for the solutions that you are proposing?	Tyler is a leading provider of software to local governments in a market with significant modernization potential, representing a total addressable market of \$37-50 billion (if including the federal government).	*
14	What is your Canadian market share for the solutions that you are proposing?	Tyler has an established presence in Canada with an increasing footprint and pipeline for new business. Multiple business units have existing clients in Canada and a strategic focus on increasing market share.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Tyler has never petitioned for bankruptcy protection and as described above is very proud of its financial strength with consistent long-term revenue growth.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.	Tyler is best described as a manufacturer and service provider. A great benefit to Sourcewell members is that Tyler not only develops and supports our software in-house, but also has an impressive implementation team that works directly with our clients to ensure a smooth implementation. These internal teams work together seamlessly to ensure that all our products and services offered provide the best solutions to the public sector's evolving needs.	
	a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?	Tyler offers a variety of solutions designed specifically for the public sector. From ERP and community development to public safety and school transportation, we provide solutions for all the public sector's needs. For Sourcewell members, that means one partner - one company to work with and solutions that were designed to work seamlessly together.	*
	b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?		
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	The scope of services provided by Tyler does not include required licenses or certifications. Our proposal otherwise includes information related to certifications held by some of our personnel.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Tyler is not and has not been suspended or debarred from procurements in its various markets at any time over the past ten years.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Tyler has earned a reputation as an industry leader based on our products and commitment to our clients. These factors, along with our financial strength and industry partnerships, have earned us numerous accolades. Innovative and Strong • Newsweek's "America's Greatest Workplaces for Diversity" • Government Technology Magazine's "GovTech Top 100" • Dallas Business Journal's "North Texas Fastest-Growing Public Companies" • 2023 Esri Cornerstone Partner • Forbes' "America's Best Large Employers" • Forbes' "America's Best Employers for Diversity" • Forbes' "Best Employers for Women" • Forbes' "Best Midsize Employers" • Forbes' "Most Innovative Growth Companies" • Forbes' "America's Best Small Companies" • Fortune's "100 Fastest-Growing Companies" • Barron's 400 Index ranking, a measure of "Most Promising Companies in America" • Software Magazine's "Software 500" ranking of the world's largest software and service suppliers • Dow Jones Sustainability Index (DJSI) North America Employer of Choice • MaineBiz's "Best Places to Work in Maine" (15+ years) • The Dallas Morning News' "Top Workplaces D-FW" (10 years) • Dayton Daily News' "Top Workplaces in the Dayton Metro Area" • Lubbock Avalanche-Journal's "Best of Lubbock" • Detroit Free Press' "Top Workplaces" • Phoenix Business Journal's "Best Places to Work" • The Atlanta Journal-Constitution's "Top Workplaces" • The Washington Post's "Top Workplaces" • Albany Business Review's "Best Places to Work" • The Washington Post's "Top Workplaces" • The Denver Post's "Best Mid-sized Companies to Work for in Colorado" • Mississippi Business Journal's "Best Places to Work" • NJBiz's "Best Places to Work in New Jersey"	*
20	What percentage of your sales are to the governmental sector in the past three years	93-95% are focused on the governmental sector.	*
21	What percentage of your sales are to the education sector in the past three years	5-7% are focused on the Education sector.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Sourcewell is our primary contract vehicle Tyler-wide for local government and education. Tyler products are also sold through these cooperatives: TX DIR, NASA SEWP, NASPO,TIPS, CES, MESC, and 1GPA.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Tyler's federal division leverages GSA IT-70 and our Data & Insights division leverages GSA schedule 70-GS 35F-0119Y.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Benton County, WA	Debbie Calhoun, Financial Services Manager	509-783-1310	*
City of EL Cajon, CA	Sara Diaz, Director of Information Technology	619-820-8345	*
City of Riverton, UT	Kevin Hicks, Administrative Services Director	801-718-0064	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Not Disclosed	Government	Texas - TX	Courts	259	63,572,233	*
Not Disclosed	Government	Illinois - IL	Courts	56	38,610,814	*
Not Disclosed	Government	North Carolina - NC	Courts & Public Safety	126	31,320,092	*
Not Disclosed	Government	Maryland - MD	Courts & Data & Insights	43	24,433,415	*
Not Disclosed	Government	Washington - WA	Courts & Data & Insights	76	20,249,916	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable.

Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
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26	Sales force.	Tyler's organization is broken down into specific business units with focused and tenured sales teams successfully supporting each business unit. Sales departments are strategically structured with ample resources that focus on Tyler's existing clients and staff that focus exclusively on prospective new clients. Tyler is very proud of and benefits from its sales force being healthily tenured. This meaningfully supports the effectiveness of our sales organization, our consultative approach to selling and our clients' satisfaction when conducting business with Tyler. This undoubtedly helps to drive Tyler's client retention rate of 98%. In Tyler's largest division the average tenure of our sales team is 13 years and on average across the organization sales resources have spent 9+ years working at Tyler and many have had careers with applicable experience doing business with the public sector. Additionally, 45% of Tyler's employees have worked in the public sector. Our sales organization consists of nearly 400 resources who help to successfully operate Tyler's sales functions and support our growing customer base with knowledge and focus on each product that is purchased by our customers. Tyler product divisions are divided into five focused solution groups: Courts & Justice, Health & Human Services, K-12 Education, Public Administration and Transformative Technology. Tyler has offices across the United States to accommodate our growing employee & customer base and provide exceptional regional support for our existing clients. Tyler is headquartered in Plano, Texas. We have offices throughout the U.S., two in Canada, and one in the Philippines. With Sourcewell expansion into Canada, Tyler looks to continue to build on this partnership and leverage this contract and Sourcewell's partnerships to expand business in Canada going forward. Tyler has a growing number of clients in Canada. Internal and external sales employees are cognizant of the effectiveness and purchasing vehicles and are specifically trained on the process for utilizing Sourcewell so they can provide information efficiently and effectively to our client and prospective clients. Tyler's clients have utilized the Tyler/Sourcewell contract more than any other means of cooperative purchasing, and Tyler looks to continue to grow the partnership and the volume of business that leverages this procurement method.	*
27	Dealer network or other distribution methods.	Tyler does not leverage a dealer network. We have proven success selling direct to our customers	*
28	Service force.	Tyler's support & implementation service force make up more than 40% of Tyler's employee base Tyler has decades of project management experience in implementing complex integrated systems. During this time, Tyler's methodology has been built on best practices and its project management team has accumulated over 100 years of collective project management experience. Tyler's project management methodology addresses nine management areas: Integration, Scope, Time, Cost, Quality, Human Resources, Communications, Risk, and Change. Successful planning, coordination, and execution of these areas is critical for successful implementations, and this is why they are defined in The Project Management Body of Knowledge (PMBOK) put forth by the Project Management Institute (PMI). Tyler project managers are very familiar with this standard methodology—many of our project managers are certified Project Management Professionals (PMPs). From system setup and configuration to data conversion and complete end-user training, our expert staff ensures your software is delivered and implemented on schedule and within budget. That's more than a goal for Tyler. It's an expectation. Our proven implementation process is based on three important areas: experience, people, and sound methodology. • Experience matters. With thousands of successful implementations for public sector clients of all sizes, we produce outcomes that exceed expectations. • People make the difference. Everyone who touches an implementation project is a Tyler professional who has deep knowledge of the product they are implementing. • Sound methodology. Our certified teams follow the principles of the Project Management Institute (PMI), a recognized leader in the science of project management. When it comes to learning new technology, one size does not fit all. That's why we customize our training services to meet your exact needs. Having the right training not only maximizes your staff's use of Tyler products, but competence also creates confidence. • Data Academy delivers on-site data analytics training and workshops. • Group Training brings clients together for seminars across the nation. • Onsite Training combines classroom-style and hands-on practice. • Online Tyler Community puts answers and insights at your fingertips. • Tyler Connect is our premier annual user training and networking event. • Tyler University provides formalized online training programs Ongoing Professional Product Support True long-term success means being able to leverage that technology investment over the long term. Our software support services are designed to answer questions, resolve issues, and ensure your Tyler products are running at peak performance. • Live U.S.-based telephone support through a toll-free hotline • Online Tyler Community, a user-driven software support community • Web chat and virtual support tools for quick, real-time virtual assistance	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Sourcewell members will work closely with their appropriate sales representative to determine necessary products and services. Tyler's sales representative will create a quote compliant with Tyler's Sourcewell contract. All quotes are audited by sales managers and logged in Tyler's CRM system	*

30	Describe your strategy related to implementation, integration, and use of implementation partners.	At Tyler, we believe your software should be delivered and successfully implemented on schedule and within budget, meeting clearly defined goals. That's more than an objective for us — it's an expectation. Our implementation process is based on three foundations: • Experience — we have completed more than 40,000 installations in more than 13,000 Client sites • In-house expertise — we don't outsource implementation tasks • Leadership — we adhere to Project Management Institute (PMI) methodology Tyler uses PMI's globally recognized scientific approach to project management to plan and manage all implementations. These principles are deployed by Tyler's greatest asset — our deeply experienced, in-house experts. Guided by these principles, we deliver a well-planned implementation that pairs an understanding of your organization's current needs and practices with Tyler's best business processes, role-based business intelligence, and unique user interfaces that increase efficiency and productivity. Leveraging your Tyler software to improve overall operations is an investment, but the ultimate return is tied directly to a successful implementation. Our ordered, closely monitored, and controlled implementation maximizes your return with a standardized process designed for success. Tyler's implementation process demonstrates our long-term commitment to you. We empower you with best practices that allow you to use your products successfully at the time of go-live, while positioning your organization to be prepared to consume the new technology developments that Tyler offers through its philosophy of perpetual releases and upgrades. With decades of experience and with thousands of successful implementations, Tyler ensures an outcome that exceeds expectations. From the first meeting to the final sign-off, Tyler is with you every step of the way. The key to any successful project is communication. With Tyler, each person in your implementation process plays a critical role, and we know getting people involved early, and keeping them engaged, produces greater overall success. That's why the implementation team, consisting of the client's executive sponsor, the client's project manager, and Tyler's project manager, work together to establish a plan to meet your specific needs, challenges, and schedule for the entire project. Tyler's project manager coordinates each implementation with the support and expertise of Tyler's implementation consultants. Clear roles and responsibilities are assigned to key staff on your project team and your assigned Tyler implementation consultants. This ensures the implementation is successful, and all users have the opportunity to sign off on the project's completion. These key project resources work together to help your implementation process progress as planned. We focus much of our attention on project planning because it is central to the success of implementation. In collaboration with your project manager, your Tyler project manager will customize a detailed project plan to meet your specific needs, challenges, and schedule. This ensures not only that the project is manageable to team members, but also that areas of critical importance are addressed as needed. Your project management plan will include a project schedule and plans for scope management, quality management, resource management, risk management, and communication management. At Tyler, planning is much more than just creating a list of tasks to accomplish or a calendar of benchmarks to meet. Together, we'll determine the work that needs to be performed for each module, expectations for each project team member, acceptable and agreed-upon testing and quality assurance benchmarks, schedules for system go-live, and an organized flow for all questions, comments, and concerns. This plan is your guide — for the tasks to be completed, the checklists to follow, and the expectations of the people involved. Once approved, the detailed steps ensure we meet the goals and objectives of the project. Inherent in the plan are control points — critical stops — that verify commitment to and understanding of the project. The purpose of these control points is to make sure all needs have been met, each team member has accomplished assigned tasks, and the agreed-upon project plan followed. To ensure effective communication throughout the entire client organization, the Tyler implementation team hosts an official and informative stakeholder meeting. This meeting brings together all participants — from the core implementation team to all end users and the executive sponsor. Employees have a chance to learn about the implementation process, including why a new software system is being implemented. At this time, expectations are discussed. Using Tyler's change management process, each aspect of the project is addressed — facilitating a smooth and efficient process. Design for the Future: Assess and Define Once your project plan has been created, approved, and is ready for execution — what's next? While some implementation approaches may dictate that data conversion or user training comes next in the implementation process, Tyler's team of experts perform a current and future state analysis of your business environment before a single decision is made on how to configure your new solution. We start by performing a solution orientation of the software, allowing project team members to become familiar with key concepts and processes. This provides a preliminary knowledge transfer of the system. Next, Tyler's consultants take a detailed look at your current business processes and determine your challenges, goals, and objectives to establish an understanding of your available options. We collaborate on decisions that may result in business process changes to best meet your needs and optimize the use of your Tyler applications. This approach is a unique way of helping you update your policies and procedures while creating the overall system design — before moving forward in the implementation process. It ensures we meet your expectations and establish agreed-upon processes upfront. Once the system design is paired with the project plan, the rest of the process moves forward in a structured and efficient manner. Training and data conversion proceed because careful planning and testing reduces apprehension about go-live or post-live.
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31	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Customer satisfaction is of the utmost importance to Tyler. That's why we've designed our customer support model to ensure that issues that arise are resolved within a timely manner. Tyler provides online and continuing education resources on its support website at www.tylertech.com/client-support. Support Organization Tyler technical support is organized by business process. Our product-specific teams allow support staff to focus on a distinct group of products and services by business process so they can handle calls quickly and accurately. The support product manager is responsible for the day-to-day operations of the team and ensures delivery of exceptional technical support to our clients. The team analysts and leads are responsible for assisting the team with client issues and providing ongoing team training. Technical support specialists are responsible for diagnosing and resolving client issues in a timely and courteous manner. Contacting Us to Make a Support Request The most efficient way to reach us is to log a support request online through Tyler's online support incidents at www.tylertech.com/client-support. You can log a case for support anytime. All data is available in real-time. Your existing contact information defaults when you create a new support case. You provide: Description, Priority, Product suite, group, and module. Best practice is to enter as the product suite and to start with the application module for all issues - the application support team will collaborate with other groups as needed for resolution. The case create-form provides unlimited space for you to describe the question or problem in detail, and you can attach files or screen capture that may be helpful to support. Use the My View screen capture tool to record the issue and attach it to the support case. As you enter your request, potential solutions are offered in the Answer Panel to the right of the case entry form. If you do not find an answer while entering your request, continue with the submit. The case is routed to the team with the experts best matched to your request. Once submitted, you will receive an automated email that includes the case number for reference. A Focus on Client Success Our mission is to deliver superior service by providing a timely response, issue resolution, and operational support, resulting in a high-level of client satisfaction. Unlike some companies who outsource their application support to a third party, Tyler offers a complete solution of customer support services provided by our in-house experts. When you contact technical support, your request is responded to by a technical support specialist who begins working on the request at first contact. Every contact from you is logged into our customer relationship management system. This system tracks the history of each case, including the time of first contact, priority of the issue, description of the request, support recommendations, client feedback, and resolution. A list of cases is available in real time on Tyler's support website. Case Priorities To best assist clients, we triage and monitor cases by priority. The case priority is based on your needs and deadlines. Priority identifies the impact of the issue and sets expectations for support and for you. You are responsible for communicating the priority of the case and must contact support if the priority of an issue changes. Support resources are available 8:00 AM to 5:00 PM across four standard time zones (EST, CST, MST, and PST). Tyler has established escalation paths and severity levels that range from Critical to Non-Critical. Critical priority means an issue is severe and requires immediate resolution. A critical issue is one where there is a complete work stoppage, or a loss of multiple essential system functions for all users. Tyler aims for resolution in 1 day or less. High priority issues are ones where there is a repeated, consistent failure of essential functionality affecting more than one user, or the loss or corruption of data; your system is operational, but an essential piece of functionality is not working. Tyler aims for resolution in 10 days or less. Medium priority issues are non-severe issues that Tyler aims to resolve in 30 days or less. Non-Critical priority issues are a lower priority and you will work with Support as time permits. Tyler aims for resolution in 60 days or less. Critical Issues If you are experiencing a severe work stoppage that requires immediate resolution, you can log a critical case through the portal, or you can call Tyler's toll-free number. If all technicians are on the line assisting other clients, you can press "0" to be redirected to the operator to page the team. Following-up on Open Cases You can monitor the status of an open issue in Tyler's online support incidents. In the portal, you can review support's last action on the case and enter new information to share with support. You can request an update by entering a note on the case in the portal, or by calling support and speaking with the assigned technician. Escalating a Support Case If your situation or issue priority has changed, or if you feel you are not receiving the service you need, please contact the appropriate support product manager to escalate. The manager will follow up on your open issue and determine the necessary action.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Tyler is willing and able to sell our best of breed products across the United States. We provide solutions to support all sizes of entities in the public sector and pride ourselves on providing unparalleled support to each customer with a growing array of support services to ensure that our clients' needs are met expeditiously and resolved quickly. This is appreciated by our clients and supports our client retention rate of 98%. Tyler Technologies' singular focus has been providing software and technology services to the public sector. We engage with multiple levels of technology, from back-office systems of record that feed, access and aggregate data, to process integration with workflows across systems, to the applications that provide better access to government for community residents. We provide end-to-end software and services options designed to accommodate each client's unique situation, whether they're moving from manual processes or already engaged in advanced digital workflow. We deliver solutions in multiple ways. From locally installed, client-hosted systems to secure reliable cloud-based offerings, we facilitate hosting environments that work best for our clients. We envision a dynamic future. Our visions of helping our clients create connected communities - where data, processes, and people work together to make communities safer, smarter, and more responsive - is multilayered, with a long-term roadmap for connecting data between departments and agencies and across jurisdictions and geographical boundaries. We are accountable to multiple stakeholders, including public servants, community residents, our employees, and our shareholders, and we take our responsibilities to each of these groups very seriously. We empower the people who serve the public in multiple ways every day. Tyler's 5,500+ employees work hard every day to support our 44,000+ installations in 13,000 locations. We have public sector clients in all 50 states plus Canada, the Caribbean, Australia, Europe, and other international locations. Moreover, Tyler offers the widest range of solutions for the public sector, including: Appraisal & Tax, Civic Services, Corrections, Courts & Justice, Cybersecurity, Data & Insights, ERP Financial, Health and Human Services, Land & Official Records, Public Safety, Regulatory, School Financial, Student Information & Student Transportation.

33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Tyler's Enterprise Permitting & Licensing, MyCivic, Data & Insights, School Transportation, Enterprise Justice, SceneDoc, and Enterprise Assessment & Tax products are all marketed in Canada with dedicated sales resources focusing on this market and continuing to build market share. Specific to Tyler's A&T division, Tyler's experience is both deep and broad in terms of its footprint within Canada. We have been providing property assessment solutions to the Canadian market since 1992, starting with the Province of Nova Scotia. The Province of Newfoundland initially installed the Tyler solution in 1998. Along with these longtime clients, Tyler has implemented its iasWorld CAMA solution for British Columbia Assessment (BCA). BCA is widely regarded as one of the most advanced assessment agencies in the world, assessing nearly two million properties with a total assessed value nearing \$1.3 trillion. BCA selected Tyler's iasWorld after a competitive review process to help improve assessment quality, reduce operational and overhead costs, enhance data flow between agencies and improve employee productivity. In addition, Tyler implemented the iasWorld solution in the City of Calgary. The City chose Tyler's iasWorld solution due to our experience in Canada, our appraisal expertise, the overall financial strength of the company, and our singular focus on the public sector. Tyler is supporting the City of Calgary's vision of becoming a leading annual market value assessment jurisdiction.	*
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Tyler is intent on marketing its software & service solutions across all states in the US and across Canada.	*
35	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Tyler provides solutions predominantly to Schools, Cities, Counties, Special Districts, States and Federal Organizations and is intent on marketing its solutions to these organizations across all of Sourcewell's applicable entity sectors.	*
36	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no restrictions on Tyler's ability to conduct business in Hawaii, Alaska, or other US territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	As a proud Sourcewell partner, Tyler Technologies actively embraces and promotes this partnership to our clients and prospects. Tyler's broad portfolio of solutions empowers the public sector to deliver quality and efficient service to their constituency - through software that provides greater transparency and accessibility, sustainable office practices, and secure data that is easy to manage and maintain. Through our Sourcewell partnership, we can deliver on this mission one step further by helping the public sector make critical software procurement decisions while reducing stress and allowing them to find a solution at the most competitive price point. To drive awareness of the Sourcewell agreement, we have strategically integrated the partnership into our corporate marketing strategy in several ways, including the following: • Tyler has developed multiple collateral resources that speak to the advantages of using Sourcewell as a procurement tool. Our Tyler Technologies Sourcewell Flyer lives in our customer-facing resource center on Tylertech.com. We've also created a brochure titled "Making the Right Long-Term Decision: A Six-Step Approach to Purchasing New Technology" which discusses the various ways agencies begin the procurement process, which speaks to utilizing a purchasing agent like Sourcewell to help save significant time, paperwork, administration fees, and legal costs. Our Munis ERP Case Study directly references the benefits of using a Sourcewell contract in the words of Tyler's client the city of Redding, California. All these resources are available on our website Tylertech.com, but are also Google indexed, making them accessible to anyone looking for resources on these subjects or active keywords. • Our Tyler Technologies Sourcewell Flyer is also available in our sales enablement platform which enables our marketing and sales organization to send important decision-making assets to prospects and clients. • Tyler promotes Sourcewell at hundreds of trade shows nationwide every year, including industry-leading events like GFOA, where our Sourcewell banner is placed proudly in our Tyler-branded booth. Because the Sourcewell brand is so highly regarded within the public sector, this helps strengthen the brand identity of both Sourcewell and Tyler in the eyes of public sector decision makers and allows them to feel confident in the value they are receiving in the partnership. • Tyler's annual Connect client user conference draws over 6,000 government officials and decision makers in attendance. Tyler offers Sourcewell access to our Connect conference, a valuable opportunity to interact with and promote to Tyler's client base. In continuing the partnership, Tyler is open and willing to explore further opportunities where the brand missions align, including: • Upon award of contract, Tyler will produce and distribute a press release to all pertinent media outlets, and the news will be amplified via our social media channels. • Once a year, Tyler will create a thought leadership piece on the significance, benefits, and value of cooperative procurement agreements. This piece will be stored in the resource center on Tylertech.com and will be amplified via social media channels. • Tyler will continue to integrate mentions of the Sourcewell partnership into existing collateral and presentations, further promoting the partnership to both clients and prospects during webinars or in product collateral. • Tyler will incorporate Sourcewell branding into our virtual trade show exhibitor booth at various events throughout the year. When we can attend events in-person, we will incorporate the Sourcewell banner into our booth design where applicable.
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	As part of our corporate marketing strategy, Tyler Technologies is active on social media platforms including Twitter, LinkedIn, Facebook, and Instagram. We strategically use each platform to amplify key corporate messages through mediums like blog posts, press releases, and downloadable assets as links with UTMs. Digital marketing is a priority at Tyler Technologies, and we continue to grow our influencer network to include key partners and influential voices within our industry and verticals. Tyler is consistently featured prominently in industry and mainstream publications that reach decision makers in target markets. Tyler Technologies and Sourcewell, in this partnership, can leverage and amplify each other's industry expertise on social media, in print, and on digital platforms to hit all prospective audiences. With a continued partnership, Tyler will look to Sourcewell to continuously market the value of their program and the applicability of cooperative procurement to their customer base. Sourcewell should continue to elevate their image in the marketplace, attracting valuable prospects for both brands, through opportunities like trade shows and events. Tyler reps propose usage of the Sourcewell contract when clients are intent on purchasing from cooperative vehicles for procurement of their software and services. Usage volume of the Sourcewell contract exceeds that of all other contracts and our clients appreciate the expeditious process and ease of use of the contract.
39	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	With a continued partnership, Tyler will look to Sourcewell to continuously market the value of their program and the applicability of cooperative procurement to their customer base. Sourcewell should continue to elevate their image in the marketplace, attracting valuable prospects for both brands, through opportunities like trade shows and events. Tyler reps propose usage of the Sourcewell contract when clients are intent on purchasing from cooperative vehicles for procurement of their software and services. Usage volume of the Sourcewell contract exceeds that of all other contracts and our clients appreciate the expeditious process and ease of use of the contract.
40	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Tyler provides e-procurement solutions to its clients. Tyler's eProcurement solutions increase efficiency by streamlining the purchasing process, resulting in shorter processing times. The easy flow of information and the ability to customize processes ensures purchasing requirements and needs are met while improving the organization's purchasing power. Tyler has provided an eprocurement punch-out to vendor-hosted websites in Tyler's Enterprise ERP Purchasing and Requisition applications. This makes Munis eProcurement even more useful. Vendor punch-out allows for online shopping on a vendor's website which can be accessed and launched directly from the ERP Requisition application. When accessed, ERP users can shop the vendor's website, creating a virtual shopping cart of items. For example, a ERP user shops on the Staples.com website and builds a shopping cart of items. Once shopping is complete, the virtual shopping cart of items is instantly transferred to Munis and automatically populates a ERP requisition. Once the virtual shopping cart has been transferred to a ERP requisition, the regular ERP requisition process will be enforced. This includes allocating the requisition line items to GL accounts, checking and enforcing available budgets, following ERP requisition workflow and eventually converting to a purchase order. Once a purchase order has been created, sites have the optional functionality to electronically submit the created purchase order to the vendor. Currently, Tyler's own products currently are not offered via an e-procurement ordering process but Tyler is continually looking for ways to improve processes and methods for purchasing Tyler's products. The purchase of Tyler's software and service solutions is a consultative process which involves working with our customers to determine their needs and determining how best they can utilize Tyler's solutions to optimize business at their organization's operations. Tyler has a long history partnering with Sourcewell to improve procurement timelines to provide best in class software and services to the Public Sector.

Table 8: Value-Added Attributes

Line Item	Question	Response *
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41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities.	Tyler offers a comprehensive array of training services and tools to promote optimized usage and best empower those who utilize Tyler software. Tyler uses PMI's globally recognized scientific approach to project manage implementations. Tyler provides hands-on learning in your own labs. Your resources receive consultative knowledge transfer sessions that are a combination of lecture and hands-on education, using your organization's own data. Tyler believes in a train-the-trainer approach to implementation. This approach allows your resources (i.e. power users and functional leads) to be involved in the initial training and software configuration while limiting the amount of time that end users are involved in the project. The power users and functional leads are then involved in training the end user community after all configuration is complete, which helps to increase adoption, solidify knowledge transfer, and lessen resistance to training and process changes. A mutually developed education plan lays out the process of transferring knowledge between you and Tyler. The purpose of the education plan is to: • Communicate the process to stakeholders and functional leaders • Answer specific questions (where classrooms will be established, what database environment will be utilized, etc.) • Establish action items and link project personnel as owners • Define measurement criteria to ensure the plan has been successfully followed Your organization is set up for success with Tyler's train the trainer approach to training and education plan developed over years of industry experience. Additionally, we do offer Tyler-led end user training for circumstances where the train the trainer approach is not feasible. You may contact us at any time for training on future functionality, train new users, or refresh knowledge; However, your team will have access to the tools and services designed to support your internal training leads - TylerU, Tyler Community, client support, state user groups, annual user conference and Tyler Search. More information on these resources is provided below. Tyler has a longstanding track record delivering virtual implementation services. Tyler's standard approach, under normal circumstances, is to conduct roughly 25% of all project days on-site in your facilities. A typical day of training is from 9:00 to 4:30 (or 8:30 to 4:00), allowing for a break for lunch and short breaks in the morning and afternoon as needed. We've found that allowing users time to return to their daily responsibilities before and after classes or sessions allows for more productivity during the session. It also allows the Tyler Implementation staff time to prepare upon arrival and follow-up afterward. The start and stop times for the training will be discussed and agreed upon by Project Management during the planning portion of the project and will be published as standard session times throughout the project. Class size should be limited to twelve (12) users in attendance to the training is critical to gain hands-on experience with the system. Both teams collaborate on all aspects of training, discussed, and documented during the planning stage of the project. The expectation is for Tyler to provide one or more occurrence of each scheduled training. You will be responsible for the logistics of the training by completing such tasks as scheduling resources and ensuring facilities are available. These sessions are to be attended by your key staff members (i.e. functional leads and power users) so that they can then disseminate the information they learn to others in your organization if or when necessary. Our mission is to deliver superior service by providing a timely response, issue resolution and operational support, resulting in a high-level of client satisfaction. Unlike some companies who outsource their application support to a third party, Tyler offers a complete solution of customer support services provided by our in-house experts. Transparency is important, that's why 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 and each incident is assigned a priority number, which corresponds to your needs and deadlines. Clients can track the progress of these incidents online using Tyler's support portal. Tyler provides online and continuing education resources for our clients, including but not limited to the following resources. • Tyler Search - an online query tool that provides answers for your questions by culling through all Tyler's online resources using Knowledge Centered Service • Tyler Knowledgebase- a documentation library in a single, easily accessible location • Tyler Community - Tyler's online forum available 24/7 • Tyler University- Tyler's e-learning solution to enhance support and training of your employees using your data • Tyler Release Management Console- Shows all release version information, with a summary of each release and associated enhancements, open, closed and non-critical issues • Online Help- context sensitive field help and procedural information to assist your team in completing program tasks • Answer Panel- As you begin entering your case details, Tyler Search presents results in the panel that matches your question. Answers provided are the most relevant to your question, regardless of the source of the information. • MyView- MyView is a screen capture tool to give Support more information to assist clients with a case. The recording is linked to the case and visible in the Online Support Incidents portal. • Online Support Portal- log or manage incidents and attach documentation and screenshots • GoToAssist & Bomgar- remote assistance from Support used to connect to your desktop • Phone- Tyler provides a dedicated 800 number that places no limits on who from your team may contact Support, or the number of calls placed • State User Groups - forums organized by Tyler staff and attended by existing clients to get the latest information on Tyler products • Annual Conference - Tyler Connect features online courses taught by Tyler subject matter experts hosted in a different city each year
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42	Describe any technological advances that your proposed products or services offer.	Tyler uses industry leading development tools and principles for our solutions. This provides Tyler clients with a business application infrastructure that enables the rapid and cost-effective creation of highly responsive enterprise-class software that's continually enhanced over time. Tyler's commitment to keeping our solutions up to date with the latest technological advances and providing most of those advances as part of our standard support agreement allows our clients to extend the benefits of their investment over a much longer term than with most software. In fact, most Tyler clients are running a state-of-the-art, public-sector solutions that they purchased 10, 15, or 20+ years ago, which now include features and functions that weren't imaginable when they originally purchased the system. Our clients benefit from a solution that is technologically innovative, and we're committed to keeping it that way. We invest significantly in research and development, and have a team dedicated to ensuring our solutions meet or exceed public sector requirements. Consequently, clients receive a product that continually meets their changing needs. Our research team monitors emerging trends and technologies that may impact or benefit our clients. Tyler solutions work because of the unique combination of Tyler's public sector expertise and because our solutions give clients the flexibility to choose options that best match the skills of their staff today and tomorrow. Our reliable, pioneering, and easy-to-use public sector solutions keep Tyler clients at the forefront. Technology is evolving at a faster pace than ever before, providing opportunities to transform the way the public sector works — from online bill pay and electronic filing to end-to-end case management and data analytics. Transformative technologies modernize and digitize government operations to help you deliver better, faster service to citizens. Tyler's software solutions are enhanced by transformative technologies, the pieces of a digital infrastructure which seamlessly works in the background to level up your ability to connect with citizens, protect your systems, streamline data, and improve operations and workflows — all resulting in saving time and money. We help you break down silos to create improved, connected communities built on transparency, accessibility, and insight with these agency-agnostic technologies, some of which are available for purchase within bundles and/or as standalone solutions and some pre-built into our solutions: Data & Insights Our Data & Insights solutions transform the way local government handles operations, uses resources, and serves and informs constituents with the goal of surfacing meaningful, easy-to-understand data to inform government decisions and citizens. Cybersecurity Rest assured that your information is protected with 24/7 advanced network surveillance. The experience of a dedicated cybersecurity analyst is paired with the latest threat intelligence and data analytics for maximum security. Any incidents are identified within minutes and are immediately followed by remediation steps and support. Civic Experience A comprehensive, single, real-time engaging civic app — connecting citizens to all the services, resources, and information your organization offers — helps you control the content you'd like to share while your citizens control when and how they'd like to interact with their government. Productivity Tools Our customized, electronic document management tools move employees from manual tasks to paperless ones with built-in strategic priority workflows, resulting in real-time, dollar savings while strengthening your data's integrity and accessibility. Platform Technologies Purpose-built for public sector case management, our low-code application development platform is flexible enough to manage everything from background checks to benefits programs to professional licensing — with workflows configured to your exact needs. From status determination through full life-cycle administration, it empowers organizations to efficiently and cost effectively track, share, manage, and analyze data to streamline and improve operations. Payments Our end-to-end payments solutions are purpose-built for governments and their constituents. From point-of-sale cashiering, bill presentment, and payment processing to reporting, reconciliation, and payouts, they empower local, state, and federal agencies to simplify payment operations and improve the payer experience.
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43	Please describe your software innovation maturity related to the following technology areas: - o Machine learning - o Natural language processing - o Virtual assistants/chatbots - o Predictive analytics - o Big data analytics - o AI/Generative AI	Now, more than ever, the public sector is under pressure to do more with less. Generative AI (GenAI) is stepping up as the practical tool to meet this challenge head-on, delivering real value in an increasingly demanding environment. At Tyler Technologies, we're combining recent advancements in GenAI with our unparalleled expertise to provide solid, practical solutions that deliver three major benefits: • Improved Productivity: AI simplifies repetitive tasks such as data entry, freeing up your team for work that only humans can do. • Smarter Decision Making: AI swiftly transforms raw data into actionable insights, aiding you in making informed, evidence-based decisions. • Better Service Delivery: AI enhances how residents interact with government services, making them more accessible and user-friendly. By prioritizing practical, solutions-oriented AI applications, we're helping public sector agencies to operate more efficiently, make smarter decisions, and provide services that better meet the needs of the communities they serve. A sample of these solutions include: • Tyler's Cyber Security solutions employ the latest advancements in Generative AI to identify abnormal and potentially malicious patterns. • Tyler's AP Automation uses AI and machine learning (ML) through the invoice capture process by extracting text and structuring data such as tables and forms from documents. • Priority Based Budgeting leverages ML and AI to provide key stakeholders with the data and insights needed to overcome capacity gaps and align budgeting. • ARInspect leverages ML to help improve the efficiency and accuracy of field inspections. • CSI Solutions leverage AI to automate data entry and redaction from court documents, saving courts hundreds of thousands of dollars per year, while also increasing the accuracy of the filings. • Tyler's Data and Insights solutions use machine learning to help leading cities forecast their sales tax receipts. • Tyler's Public Safety solutions uses AI to automatically redact sensitive information from reports before those reports are shared with the public. • Tyler's DSD division is partnering with states across our portfolio to roll out innovative chatbots designed to help connect residents with all the services offered by the state, regardless of where they start on the state website. That division is also leveraging AI to help improve decision making and streamline existing workflows. We're not only delivering this technology with our solutions. We're also using this technology to better serve our clients. A sample of those solutions include: • AI is used within Tyler Community to help Tyler's support team gather information and quickly respond to clients. • Tyler's ticket reporting and resolution platform employs AI to get cases to the right places more efficiently with less effort from Tyler's clients. • Tyler's implementation teams are leveraging AI to reduce the time it takes to migrate data from existing systems, leading to faster implementations. While we recognize the enormous potential for positive impact, we also understand the serious concerns and risks associated with AI. As a leader in developing and delivering practical AI solutions for the public sector, we are committed to taking an intentional and thoughtful approach to AI development and deployment, ensuring that our solutions are built on ethical principles aligned with our core values. This commitment helps to safeguard against common concerns such as data privacy, transparency, and bias, ensuring our technology upholds the public trust and contributes to the greater good.
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44	Describe connectivity and integration capabilities between your offered solution(s) and other software systems.	With Tyler, information and data can be shared quickly and easily across local government agencies, departments, school districts, cities, and counties. When the flow of information becomes automated, paper usage is reduced, and operations are streamlined as data is shared in real time between offices. This means information can be shared in seconds, not minutes, which allows agencies like law enforcement to solve crimes faster and keep our communities safe. Family of Applications Tyler's best-of-breed applications have a common look, feel, and user experience. Designed to work together, as well as independently, with extended functionality that connects the applications together behind the scenes. A Common Foundation Tyler's applications work together across multiple jurisdictions sharing information and integrating workflow, tasks, and processes, opening the door for local governments and schools to connect to their communities like never before. Shared Data Tyler's cloud-based approach strengthens each agency's ability to communicate, collaborate, and make data-driven decisions quickly by sharing information across multiple departments and jurisdictions. Real-time information is at your fingertips, available when you need it. Connected Applications and Tailored Portals The public accesses data from tailored portals that pull information from multiple agencies allowing easy access to information and providing an easy way for residents to engage with state agencies, local government, and schools. Tyler solutions offer a variety of methods of interfacing with external third-party systems, including file-based import and exports and real-time web service integration through plug-and-play App Connectors, and API Toolkits and Connectors. File-based integration Multiple file-based interfaces are included, and all are integrated as part of the application, designed for end users. Unlike systems that require a database administrator to import or export data with their system, users can easily import or export data through point-and-click user interface. User-defined templates specify the data layout for a specific system, so users can quickly choose the appropriate template at the time of import/export. Templates for commonly used third-party systems are also included out of the box. File-based interfaces can be scheduled for one-time or recurring, automated processing. Imports can be configured with Workflow to send automated notifications or approval requests before the data updates a record. Workflow business rules can be set on a variety of data conditions specific to the imported data. This includes if data causes an account to go over budget, is over a certain dollar amount, or is related to a specific segment of your general ledger. Only after all workflow rules have been approved does the import update production data. Depending on the process, imports can also be rejected at the item or file level; rejected imports can be resubmitted at any time. Productivity Software Support Application data can be downloaded to a variety of formats including PDF, XLS, DOC, XML, and CSV. Any productivity suite capable of opening these file types can be used, such as Microsoft Office and Google Workspace. Data can also be uploaded to the system in these formats through the integrated import applications. Most output include hyperlinks to the corresponding application record for easy access. Most output can also be automatically archived to Content Manager for quick retrieval at any time. Some applications also include mail merge support, allowing users to easily create and maintain form templates for completely customized presentation of application data. Any SMTP/IMAP server can be used to send email notifications, such as Microsoft Exchange and Gmail. 'Plug-and-Play' Application Support Plug-and-play application support provides out-of-the-box integrations for a variety of third-party applications through pre-packaged web services. Tyler develops and maintains these integrations, requiring no development expertise from the client to configure. API Catalog API (Application Programming Interface) Toolkits and API Connectors add value to your organization by enabling you to create your own integrations to share data between Tyler and non-Tyler applications. API Toolkits contain all exposed resources (or endpoints) available in a specific Tyler application module such as Enterprise ERP General Ledger, Accounts Receivable, or Enterprise Asset Management. API Connectors contain a subset or cross-section of API Toolkit resources with the purpose of facilitating a specific type of integration such as third-party cashing, IVR, or applicant tracking systems. The API Developer Portal is a powerful RESTful API gateway that makes accessing Tyler application data and processes through Toolkits and Connectors easy and intuitive. The Portal conforms to OpenAPI 3.0 and is secured with OAuth 2.0 through Tyler Identity. API resources include example calls and produce properly formatted commands, allowing you to easily exercise them against your data. The API Developer Portal features include: • Simplified, structured API documentation • Industry standard OpenAPI 3.0 interface • Authentication using OAuth 2.0 standard, offering multiple login flows to suit different app implementation scenarios. • Data models and examples for each resource • Produces HTTP URI and CURL commands to exercise resources from within the documentation and return data • Real-time validation • Standard HTTP status codes • Documentation to aid in identifying and understanding normal resources used to complete a given integration.
45	Describe your migration, customization, configuration, and upgrade processes.	Tyler applications are developed as commercial off-the-shelf (COTS) solutions and include various levels of configuration and customization. All configuration and customization tools are application-based allowing end-users and administrators alike to tailor the system to their specific business needs. In addition, by using application-based tools, all customizations are retained upon system upgrade eliminating timely re-tooling, conversions or re-programming typically required from other systems. Tyler maintains and supports all software source modifications with a proven release life cycle. Tyler applications are fully integrated out-of-the-box solution that offers various levels of configuration and customization. All configuration and customization tools are application-based allowing end-users and administrators alike to tailor the system to their specific business needs. In addition, by using application-based tools, all customizations are retained upon system upgrade eliminating timely re-tooling, conversions or re-programming typically required from other systems. Application configuration is maintained with built in toolsets, auxiliary programs, and parameter files for each module. This provides clients with the ability to highly customize the Tyler applications system to their specific operations without the need for custom programming efforts that can cause difficulty applying new releases. All configuration changes are stored in the customer database and not affected by new releases. Tyler maintains and supports all software source modifications to the system with a proven release life cycle. Installation & Upgrades Processes Tyler's industry leading technologies and features are continually enhanced through perpetual upgrades as part of our Evergreen Philosophy. Clients are provided with the flexibility to choose what and when application updates are applied as defined by Tyler's Release Life Cycle Policy. Application release upgrades are installed by Tyler's Systems Management support services at the request of the client. Most Tyler applications also include incremental software corrections between release upgrades. These updates are automatically deployed to non-production environments before automatically deployed to production. Release upgrades and update packages are cumulative, allowing to upgrade directly to latest release regardless of the version upgraded from. Applications upgrades are performed during off hours but are typically unavailable to end-users during upgrade process. This duration varies on several factors including update type, number of updates, and application database size. Tyler provides a dedicated Test environment for most application deployments. This environment is solely intended to install new updates for clients to familiarize themselves with new features and enhancements prior to installing to the Production environment.

46	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Tyler is committed to conserving natural resources through implementing environmental initiatives and facilitating sustainable behavior. Our operational focus areas include energy efficiency, renewable energy procurement, water conservation, and waste minimization. We work to continually improve our awareness of our impacts, even as we grow. Our Environmental Task Force, comprised of multiple facility managers representing our divisional headquarters, organizes its work across three foundational pillars addressing our operational focus areas: • Energy-Optimized Operations - Ensuring energy efficient buildings and business operations through lighting, HVAC, insulation, power management, and renewable energy initiatives • Resource Efficiency - Saving and recycling resources including water, single-use waste, paper, and sustainable procurement initiatives • Green Planet Initiatives - Promoting environmental awareness through training, signage, office green team engagement, behavioral challenge programs, and biodiversity-related initiatives. Each year, Tyler Technologies measures our GHG emissions and energy consumption. We actively seek ways to reduce our carbon footprint, improve energy efficiency, and transition toward renewable energy resources where available. Tyler's greenhouse gas inventory is conducted in accordance with the World Resources Institute's (WRI) and World Business Council for Sustainable Development's (WBCSD's) GHG Protocol, including the GHG Protocol Corporate Accounting and Reporting Standard (Revised Edition), the Scope 2 Guidance and the Corporate Value Chain (Scope 3) Accounting and Reporting Standard. Tyler Technologies is also invested in the management and reporting of e-waste, which is material to our industry and impacts the environment and our operations. The scope of the 2023 e-waste metrics has been expanded to account for an acquisition that was completed in 2021, leading to significant changes to e-waste numbers compared to previous years. Tyler partners with Iron Mountain and other vendors to responsibly recycle e-waste and effectively divert it from landfills. In 2023, Tyler added 31 offices to the Iron Mountain program to consolidate waste management and reporting, including tracking over 62% of e-waste generated from our operations. Iron Mountain employs the U.S. Environmental Protection Agency's (EPA's) Waste Reduction Model (WARM) to estimate associated energy savings and carbon emissions avoidance. In 2023, this program enabled Tyler to recycle 66% of our equipment and remarket the remaining 34%. Mixed electronics, desktop computers, and portable electronic devices were our largest contributors by weight. Through the program, we avoided over 26 metric tons of GHG emissions in 2023, equivalent to preventing over 2,900 gallons of gasoline from being burned. In particular, our Yarmouth and Falmouth, Maine, offices recycled a total of 10,548 pounds of e-waste, saving more than 22,000 kilowatt-hours of electricity. Tyler is committed to conserving natural resources and addressing environmental concerns. Through education and best practices, Tyler works to promote environmental sustainability through green planet initiatives, energy- optimized operations, and resource efficiency. Green Planet Initiatives • Tyler's Environmental Task Force and office Green Teams educate, empower, and promote environmental sustainability. • Onsite electric charging stations and shuttle services between offices reduce Scope 3 GHG emissions. • Remote software implementation provides paperless solutions for clients, reduces carbon footprint by 22,000 metric tons of carbon, and eliminates unnecessary business travel. • Annual greenhouse inventories assess Scope 1 and 2 (direct) GHG emissions and analyze Scope 3 (indirect) emissions. Energy-Optimized Operations • Energy consumption per employee is reduced by replacing incandescent lights with LED lights, adding window film to reduce heat gain, and installing light motion sensors. • Five out of seven of Tyler's main facilities are on renewable energy plans and enable local providers to procure renewable energy credits. • Commercial solar power generation and storage project at Tyler's Plano office generates cleaner energy and more than 450,000 kWh of energy per year. Resource Efficiency • Rainwater harvesting, rain sensors, and high efficiency plumbing reduces water consumption. • Eliminating non-recyclable products and implementing recycling programs reduces office waste. • Purchase decisions evaluate and incorporate Energy Star rating and conversation value guidance.
47	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Our dedication to public sector and technology industry experts helps us provide the best products and services possible to help governments solve problems and strengthen communities. We're committed to world-class service by investing resources in transformative partnerships. Tyler has Technology Partners and a Tyler Platform Alliance program. Tyler's technology collaborations provide products and services that complement each other. Our cooperative agreements allow us to focus on what we do best while providing our clients with the strongest solutions for asset management, business intelligence, custom forms and statements, GIS mapping, online payments, online purchasing, and more. Our active memberships in digital security organizations reinforce our commitment to providing Tyler staff and clients the highest level of data security. Tyler's technology partners include – AWS, Cloud Security Alliance, ESRI, International Association of Privacy Professionals (IAPP) Infinite Campus, Microsoft Tyler's Platform Alliance is a partner program for organizations to develop, market, sell and implement solutions based on Tyler Technologies platform products – Application Platform & Data & Insights.
48	Describe your strategy related to ecosystem partners for additional functionalities or capabilities.	Our dedication to public sector and technology industry experts helps us provide the best products and services possible to help governments solve problems and strengthen communities. We're committed to world-class service by investing resources in transformative partnerships. Tyler has Technology Partners and a Tyler Platform Alliance program. Tyler's technology collaborations provide products and services that complement each other. Our cooperative agreements allow us to focus on what we do best while providing our clients with the strongest solutions for asset management, business intelligence, custom forms and statements, GIS mapping, online payments, online purchasing, and more. Our active memberships in digital security organizations reinforce our commitment to providing Tyler staff and clients the highest level of data security. Tyler's technology partners include – AWS, Cloud Security Alliance, ESRI, International Association of Privacy Professionals (IAPP) Infinite Campus, Microsoft Tyler's Platform Alliance is a partner program for organizations to develop, market, sell and implement solutions based on Tyler Technologies platform products – Application Platform & Data & Insights.
49	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or HUB partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Tyler partners with businesses in this category to supplement offerings and services targeted at the public sector. Tyler would not be applicable for these certifications.

50	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	We imagine that many of the solution providers evaluated by Sourcewell will have overlapping product and service offerings, but how many can say that they are solely focused on the public sector? Just one. Tyler - It's all we do. Our expertise in this area allows us to provide quality products and customer service that are in line with most needs in public sector software. Not to mention, many of our employees came directly from public sector roles - meaning our products are designed and supported by the people who know what the public sector needs. Solution areas: Public Administration: - Appraisal & Tax - Civic Services - ERP - Land & Official Records - Regulatory - Outdoor Recreation Courts & Public Safety - Corrections - Courts & Justice - Public Safety Health & Human Services - Environmental Health - Disability & Benefits K-12 Education - School ERP - Student Information - Student Transportation Transformative Technologies - Data & Insights - Civic Experience - Cybersecurity - Payments - Platform Technologies - Productivity Tools When you purchase software solutions from Tyler, you aren't just getting the latest software as of the date you sign your contract. You are also getting the benefit of perpetual upgrades as they happen. We deliver this without additional license fees. Both on-premises and SaaS clients receive new releases and upgrades for the life of their maintenance or subscription agreements. Our products are continually enhanced through a process of perpetual upgrades. This steady stream of significant yet manageable changes is deployed with minimal disruption to your operations. Our evergreen philosophy is a commitment to our clients. • Your investment in our products is long term. • Your product will continue to evolve and remain a market leader. • We are continuously enhancing our products with underlying technology. • We are constantly adding new features, adding value and increasing efficiency in the public sector workplace. • One of our core values is community, that's why we've created many spaces, digitally and in- person, to better connect our client base with each other. Resources like our online Tyler Community platform, annual Tyler Connect user conference, and product specific state user groups meetings allow clients and staff to gather, learn, and collaborate on a variety of topics and initiatives. Each year thousands of clients come to learn about Tyler, our products, and to connect with peers and staff. This premier event helps clients get the maximum use of their Tyler software. You learn more about existing or proposed functionality through dozens of classes over several days. Development product managers attend the event to share their plans for the next upgrade and to solicit feedback from clients. Our clients' input from past conferences continues to significantly impact the direction of software enhancements and changes. Client attendance each year ensures that appropriate needs are reflected in product development strategies. Connect is held in different locations every year to accommodate our geographically diverse client base and to provide fresh and exciting activities for our clients outside of the classes and labs. Tyler is proud of the tenure of our employees. Many employees have come directly from the public sector or have worked in roles at Tyler like implementation and support that provides them with firsthand experience and knowledge of what the public sector needs. This experience paired with the extensive hands on training provided makes our in-house experts excellent resources for our clients to rely on during implementation and beyond.
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51	If applicable, how does your solution facilitate increased citizen engagement and feedback in public sector processes?	Tyler Technologies provides various software solutions tailored for the public sector, which can significantly enhance citizen engagement and feedback in governmental processes. Here's how some of their products facilitate this: Online Portals: Tyler's software often provides robust online portals where citizens can access information, submit requests, and provide feedback on various government services, view bills and make payments. These portals streamline communication between citizens and government agencies, making it easier for citizens to engage with their local government. Online Payment Systems: Tyler provides online payment solutions that allow citizens to conveniently pay bills, fees, and taxes online, increasing engagement and participation in government services. Mobile Applications: Many of Tyler's solutions offer mobile applications, allowing citizens to engage with government services on-the-go. These apps often include features like reporting issues (e.g., potholes, graffiti) directly from a smartphone, providing feedback on public projects, or accessing important information about local events and services. Data & Insights: This data-driven digital transformation accelerates innovation, data sharing, and transparency. It helps in engaging citizens with interactive visualizations, dashboards and reports. Enterprise Permitting & Licensing: This platform allows citizens to apply for permits, plan reviews, licenses, and more, online at their convenience. MyCivic 311 Mobile App: This application provides citizens with a platform to report non-emergency issues, communicate directly with city and county staff, get updates on reported issues, and be informed of local government news and events. Municipal Justice: This software enables citizens to pay court obligations from anywhere, reducing foot traffic and wait times at the court. ERP Financials & Utility Billing: These applications allows citizens to easily pay utility bills online, improving customer service and efficiency. Online Dispute Resolution: An online dispute resolution tool that allows citizens to resolve disputes from anywhere at any time, without having to go to court. These are just few of the many tools and applications Tyler Technologies markets to increase and facilitate citizen engagement. Each application is designed to streamline processes, increase transparency, and make it easier for citizens to interact with their local government.
52	How does your solution support digital transformation initiatives within the public sector, including cloud adoption, mobile access, and digital service delivery?	Tyler is focused on digital transformation initiatives among its client base and well suited to help guide modernization strategies and the adoption of updated technology that will help our clients better serve the public. Tyler, the leader in public sector software, together with Amazon Web Services (AWS), the most flexible and secure cloud computing environment available today, sets the standard of public sector software in the cloud. Cloud technology solutions enable all levels of government to be more connected, secure, flexible, scalable, and efficient. Tyler supports our clients' cloud journeys. In the cloud, governments become equipped to deliver future technologies that will strengthen Tyler's Connected Communities vision. • Tyler's managed applications reduce the burden on client IT staff • Costs are predictable for the term of the subscription • Expenditures are lower overall compared to on-premises deployments • Increased remote access capabilities enable secure and flexible work arrangements from any internet connection, anywhere, anytime • Solutions run on AWS, built to guard against outages and incidents • Connectivity to applications is secured through market-leading authentication platforms • Client data is backed up and retained using federally compliant standards • Tyler's employees, skilled in the latest cloud technologies, provide 24/7 monitoring for infrastructure, performance, and security With Tyler's cloud solutions, our clients are able to accomplish greater goals with increased system availability, improved response times and data reliability without the maintenance. More than 11,500 Tyler clients leverage our cloud-based solutions and more than 6.4 million users rely on Tyler's e-service solutions to make payments, file court documents, submit permits, and interact with government. Tyler's collaboration with AWS helps to deliver better experiences for residents and further enables the public sector to use data as a strategic asset in the design, management, and delivery of programs. Adoption of key AWS services lays the groundwork for future cloud services in response to government and public sector needs. Tyler and AWS deliver efficient applications for governments and provide the benefits of the world's most broadly adopted public cloud to Tyler clients. Mobile Options: Tyler provides applications across multiple platforms, including mobile and touch screen tablets, offering end-users with on-the-go access from virtually anywhere. Responsive web applications automatically orient screen layout for optimal user experience, whether accessed from a desktop monitor or smartphone. Native mobile apps leverage device resources such as GPS or camera; and integrated store-and-forward functionality allow the use of apps without a data connection, and automatically syncs when back online. Many of the back-office browser applications are also accessible from mobile devices, and some are even optimized for touch providing near identical functionality regardless of the platform or device used.

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure.

You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
53	Do your warranties cover all products, parts, and labor?	Tyler warrants its software and services as indicated in the software and services agreements included with our proposal. With few exceptions, Tyler does not warrant hardware or other 3rd party products but passes through those warranties to Participating Entities.	*
54	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Our software warranty requires clients have an active Maintenance or SaaS agreement.	*
55	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Tyler software warranty support is provided remotely. If we need to travel to a client site for warranty support, it will be at no charge to the client unless the onsite trip is caused by the client's failures to perform under the agreement. Warranty coverage for third party products and services is subject to the suppliers' terms.	*
56	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	We can provide warranty service for our software and services throughout the United States and Canada. As noted above, warranty coverage for third party products and services is subject to the suppliers' terms.	*
57	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	With very few exceptions, we do not offer warranties for third party software, hardware, or services.	*
58	What are your proposed exchange and return programs and policies?	Tyler Software: So long as the client has an active software maintenance or SaaS agreement, Tyler will cure Defects in its software, as defined in the applicable agreement, in accord with the applicable support call process. Tyler Services: In the event Tyler provides services not in accordance with applicable industry standards, Tyler will reperform those services at no additional cost to the client. 3rd Party Products: Warranty and exchange policies are determined by the applicable supplier and/or manufacturer. Tyler will reasonably coordinate support and warranty claims for 3rd party products resold by Tyler.	*
59	Describe any service contract options for the items included in your proposal.	Tyler does not warrant hardware or other 3rd party products but passes through those warranties to Participating Entities. Extended warranties can possibly be leveraged through those 3rd Party providers.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
60	Describe any performance standards or guarantees that apply to your services	At Tyler Technologies, our goal is to have enthusiastic customers for life. And we're constantly making investments in our technology, business operations and customer service to ensure that we're providing an outstanding customer experience that's second to none. Tyler offers a complete solution of customer support services provided by our in-house experts. To best assist clients, we triage and monitor support cases by priority. The case priority is based on the customer's needs and deadlines. Priority identifies the impact of the issue and sets expectations for support and the customer. Tyler adheres to an established SLA and support call process with resolution targets aligned with incident priority. In terms of software performance and benchmark testing: Tyler has a dedicated Performance Testing department and lab. Automated testing is performed across three primary testing areas: performance, load, and stress testing. - Performance Testing validates speed, scalability, and/or stability of the system. This allows Tyler to determine current capacity of the software and ensure most performance issues are resolved prior to software releases and updates. Performance testing also aids in determining precise hardware requirements and configurations. - Load Testing validates the system's performance under normal or peak workload (e.g., number of transactions, concurrent user sessions). Testing modules are created to include common tasks that may be run daily by clients to simulate a typical workload. All workloads are run simultaneously to simulate client usage. - Stress Testing validates the system's performance/behavior when pushed beyond normal/peak workloads. In addition, hardware failures simulations are included in these tests to evaluate bottlenecks and identify potential causes of the failure. Tyler utilizes a variety of client footprints to represent various configurations that make up our client base. These configurations range from consolidated environments running 1-2 modules to distributed systems running the entire application suite. There are no performance limitations of Tyler solutions and reasonable response times should be expected. Due to variety of factors that can affect the response time of the system, response times or performance levels for all functions cannot be strictly guaranteed. Tyler development and cloud operation departments make consistent efforts to monitor and improve system responsiveness based on user feedback, and work to guarantee benchmark performance at optimal levels for a wide range of municipalities and usage patterns large and small. Tyler's experienced professional services team can provide tailored recommendations specific to client business processes to optimize performance and user experience. Tyler Technologies warrants its service to its standard service level agreement (SLA). The SLA defines service availability (% of uptime), and recovery point objective (RPO) and recovery time objective (RTO) for Tyler cloud solutions. If a client is unable to access Tyler applications for any reason, opening a support ticket is all that is required to report, and track downtime counted against Tyler's SLA. For more details, refer to the included sample Service Level Agreement.	*
61	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Tyler's support services are documented in our current Support Call Process (Schedule 1 to Exhibit C of Tyler's LSA and SaaS agreements). Tyler's Service Level Agreement (Exhibit C to Tyler's SaaS agreement) outlines the information technology service levels that we provide to our clients to ensure the availability of the application services requested.	*

62	Describe your data integrity and protection standards, data backup, recovery, and secure storage solutions.	Tyler applications use a combination of database constraints and robust application-level business logic to ensure data integrity.
		Due to the integrated nature of Tyler applications, single "master records" are shared across multiple products. This ensures one data record is maintained across multiple applications, eliminating the need to "sync" or manually entering duplicate data in multiple areas. Most data entry involved choosing records from pre-defined tables maintained by application administrators rather than entering data free form.
		Finally, Tyler applications follow best practice database rules for transaction rollbacks. Any in-flight transactions that are interrupted between a begin work and commit work, will roll back to the previous commit.
		Tyler solutions run on AWS state of the art data centers using innovative architectural and engineering approaches. Amazon has many years of experience in designing, constructing, and operating large-scale data centers. This experience has been applied to the AWS Cloud.
		AWS builds to guard against outages and incidents, and accounts for them in the design of their services; so, when disruptions do occur, their impact on customers and the continuity of services is as minimal as possible. AWS data centers operate in alignment with Tier III+ guidelines. More information regarding Uptime Institute guidelines employed can be found at: https://aws.amazon.com/compliance/uptimeinstitute/ .
		As part of Tyler's defined business continuity plan, full server snapshots are replicated across multiple Availability Zones. Availability Zones consist of one or more discrete data centers, each with redundant power, networking, and connectivity, and housed in separate facilities. They are connected to each other with fast, private fiber-optic networking, providing automatic fail-over for minimal disruption. Tyler employs a FIPS-compliant enterprise backup solution certified for CJIS and GovCloud use. Data transfer and storage is encrypted as defined in FIPS140-2 and FIPS140-3 standards over private connections within the AWS network. Backup of client production data occurs nightly and are retained as defined by application-specific retention policies. Data restoration requests must be submitted through the standard support ticketing process by client approved personnel only.
		Tyler Technologies warrants its service to its standard service level agreement (SLA). The SLA defines service availability (% of uptime), and recovery point objective (RPO) and recovery time objective (RTO) for data centers used for Tyler SaaS hosting. Tyler's business continuity plan is tested annually, and backup restore tests are performed weekly. Further information regarding Tyler's business continuity plan can be found in Tyler's most recent Type 2 Service Organization Controls No. 2 (SOC 2) report.
		Tyler cloud solutions run on Amazon Web Services (AWS), the global leader in public cloud. Applications and data run across multiple Availability Zones for redundancy and business continuity. US client data is stored/backed up in multiple AWS US Regions. Canadian client data is typically stored in an AWS Canada Region.
		Tyler's robust data security and privacy protocols are utilized to maintain a safe and secure environment for Tyler's SaaS Services. To that end, Tyler agrees to comply with all federal and state laws and regulations on security and privacy that are applicable to the services Tyler is required to provide pursuant to an agreement resulting from this procurement. Tyler has defined security control processes in place audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. In addition, Tyler has attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent. More information on Tyler Industry & Regulatory Compliance, including how to obtain a copy of Tyler's SOC Report, can be found at: https://www.tylertech.com/about-us/compliance .
		Tyler's dedicated application security team is dedicated to continuously reviewing and enhancing the security posture of Tyler's products. Tyler uses enterprise level dynamic and static security scanning tools as part of our software development lifecycle. In addition, Tyler's application security team executes manual assessments on Tyler products using a testing methodology based upon the OWASP Testing Framework. Additional industry standard security measures include in-transit and at rest data encryption, role-based access control based on NIST standards, and industry standard organizational and physical security controls. Tyler cloud solutions run on Amazon Web Services (AWS), the global leader in public cloud. The AWS Security Center provides up-to-date information on AWS audits by independent third-party auditors.
		These controls have met the needs of more than 8800 public sector organizations and 5.1 million users using Tyler cloud solutions. Any system security requirements must be mutually agreed to by Tyler and the Client.
63	What are your policies and governance features regarding large language models and generative AI?	Tyler is committed to the responsible use of AI and delivering solutions built on ethical principles aligned with our core values: Open, inspectable, and transparent.
		1. Accountability: We hold ourselves accountable for the ethical development, deployment, and usage of AI technologies, ensuring that all decisions and actions related to AI are transparent, traceable, and subject to review.
		2. Integrity: We conduct all AI-related activities with integrity and honesty, and are transparent about how AI technologies are developed, deployed, and used, providing clear explanations of AI-driven decisions and ensuring that stakeholders have access to information about the ethical considerations and impacts of AI.
		3. Focus: We maintain a focus on the ethical implications and societal impacts of AI technologies, prioritizing the well-being and interests of individuals and communities in all AI-related decision-making processes.
		4. Inclusion: We promote diversity and inclusion in the development and usage of AI technologies by prioritizing fairness and equity in the design and implementation of AI systems, taking measures to mitigate biases, and ensuring AI systems are designed to serve the needs of all individuals, regardless of their backgrounds, identities, or characteristics.
		5. Community: We contribute to the broader community by fostering collaboration and knowledge sharing, and by respecting user privacy and protect personal data in all AI-related activities, adhering to strict data protection standards and regulations to safeguard the confidentiality and security of individuals' information.
		6. Growth: We embrace opportunities for growth and learning in AI ethics and best practices, investing in the professional development of our employees and promoting continuous improvement in our approach to ethical AI usage.
64	User Accessibility: How does your software ensure accessibility for all users, including those with disabilities, in compliance with standards?	Tyler applications intended for external users to our clients such as applicants, employees, retirees, residents, and vendors are designed using standards to support ADA accessibility requirements. Front-end UX components adhere to Web Content Accessibility Guidelines (WCAG) 2 A-AA compliance. Quality Assurance teams leverage several tools to validate compliance during development and testing including screen readers. Tyler continues to monitor Section 508, ADA, & WCAG compliance as a focal point of development activities.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
65	Describe your payment terms and accepted payment methods.	45 days following invoice date. Tyler accepts payment through ACH/EFT as well as credit cards and checks.	*
66	Describe any leasing or financing options available for use by educational or governmental entities.	While we do not offer leasing or financing options directly, Tyler has occasionally coordinated client requests in order to obtain funding for their procurements. Additionally, Tyler will reasonably cooperate with clients who have exigent financial restraints in order to structure payment terms that allocate the total cost of ownership over the term of the agreement.	*
67	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Tyler expects to use the standard Tyler contract applicable to each individual procurement in substantially the same form as those submitted with our proposal as they contain language specific to the software industry, such as license grant and intellectual property infringement. Tyler has included our standard License and Services Agreement ("LSA"), SaaS Agreement, Payment Processing Agreements, Commercial Terms, Data & Insights Terms, Disbursements Agreement, Recreation Management SaaS Agreement, and Platform Solutions Division Terms for reference. Exhibit C of Tyler's LSA includes our standard Maintenance and Support Agreement. Exhibit C of Tyler's SaaS agreement includes our Service Level Agreement. Exhibit D of Tyler's standard LSA and SaaS agreements include the various End User License Agreements that are applicable for the use of certain Tyler Software.	*
68	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Yes, Tyler accepts Visa/Mastercard. Changes can be five thousand dollars or less.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *	
69	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Tyler provides a broad range of best in class software solutions developed exclusively for the public sector. Additionally, Tyler offers comprehensive service offerings to the support the successful implementation of our products and continued optimization of our solutions at client sites so that they truly benefit and empower the users, their organization and their constituencies. The majority of Tyler's clients choose to host their solutions in the cloud. Tyler's subscription based pricing lowers the cost of entry by eliminating large up-front fees and spreading costs over time. Tyler provides comprehensive enterprise software that is configured specifically for each client's unique needs. The individual line items and MSRP prices are derived from a series of proprietary calculations. All pricing proposals offered to Sourcwell members will clearly show the MSRP and the applicable Sourcwell discount. This discount is limited to Tyler Software Licenses and Tyler Software License Subscriptions (SaaS) portions of the proposal and do not apply to services, annual maintenance, custom programming, third party products and services and other components of the client's proposal that are not listed as Tyler Software Licenses or Tyler Software Subscription. Tyler has provided detailed pricing schedules and the overall discount structure for the applications included in this response. Determining the needs of our customers and the software that will be suit their organization to optimize processes is a consultative process and pricing formulation is multi-factored and involves both software and service offerings. Tyler strives to work closely with all its prospects and clients to best understand their needs and propose services and solutions to appropriately serve their needs. Tyler's quotes to our customers will clearly present the actual list price and proposed discounts that have been expressed in Tyler's proposal.	*
70	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Tyler will discount then-current pricing by 10% for software licenses and SaaS fees for the initial term. Tyler's Data & Insights SaaS product offering fees will be discounted by 5% for the initial term. Cybersecurity services will also be discounted by 5%. Tyler's application platform solution This discount does not extend to transactional-priced applications, services pricing, (implementation-focused training, project management, product development services, service subscriptions), software maintenance, renewals, or hardware.	*
71	Describe any quantity or volume discounts or rebate programs that you offer.	Much of Tyler's pricing is based on a volume discount pricing construct. With an increase in the purchase amounts of licenses or users in our subscription-based pricing, the cost per license/user decreases. Clients may also choose to purchase a site license for many of our subscription arrangements which allows innumerable amounts of users access to Tyler's solution and is an appropriate and cost-savings approach for many of Tyler's clients.	*
72	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Not applicable to the products and services offered by Tyler.	*
73	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Elements associated with the cost of acquisition will be detailed on the quote and further supported by commentary on the quote and within the contract.	*
74	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, delivery or shipping are additional costs and not covered by the Sourcwell agreement. All associated costs will be detailed in the clients proposal	*
75	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, delivery or shipping are additional costs and not covered by the Sourcwell agreement. All associated costs will be detailed in the clients proposal	*
76	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
77	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
78	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Tyler has a quoting tool that has been programmed to factor in automated discount minimums when sales resources are generating quotes associated with Sourcewell. The tool appropriately generates quotes that are then automatically posted in Tyler's CRM database. There is full transparency as to what was quoted for each client and quotes can easily accessed and reviewed for compliance. In CRM all quote components can be generated to pull all previous quarter activity to be reviewed and analyzed for compliance by sales, finance, and legal resources.	*
79	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Tyler has been a longtime partner of Sourcewell and past benchmarks will immediately inform current contract success. As stated earlier in Tyler's response, the mix of divisional usage has broadened substantially over the duration of Tyler's contract term and Tyler will continue to work to increase divisional usage. Tyler will monitor revenue growth, new client adoption, usage by rep, specific product procurement trends, and new territory expansion.	*
80	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Tyler is proposing a 2% admin fee on the contracted value of the first year of on- premise software licenses costs and software-related SaaS fees.	*

Table 14: Depth and Breadth of Offered Equipment Products and Services

Proposers including solutions offered within the scope of Categories 1, 2, 3, and 4 within its singular proposal must designate they are seeking award in **Category 5** in the Sourcewell Procurement Portal. Proposers seeking award in Category 1, 2, 3, or 4, as defined herein must make that designation below. Proposers may only receive an award within the Category(-ies) they designate. Sourcewell reserves the right to re-categorize any designation as it deems appropriate.

Line Item	Category Selection	Offering *	
81	Category 1: Core Administrative Systems	☒ Yes ☐ No	*
82	Category 2: Education and Public Sector Information and Work Management	☒ Yes ☐ No	*
83	Category 3: Asset and Risk Management	☒ Yes ☐ No	*
84	Category 4: Public Engagement and Specialized Services	☒ Yes ☐ No	*
85	Category 5: Integrated Enterprise Solutions	☒ Yes ☐ No	*

Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of software are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 1 will be submitting in the broad category that includes Core Administrative Systems. See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments	
86	Human Resources Software	☒ Yes ☐ No	Tyler offers comprehensive Human Resource software solutions which include but are not limited to: Tyler's Enterprise ERP, ERP Pro, School ERP Pro, Time & Attendance, Absence & Substitutes, and Workforce Case Management solutions	*
87	Financial Performance, Spend, or Expense Management Software	☒ Yes ☐ No	Tyler offers comprehensive Financial Software which include but are not limited to: Tyler's Enterprise ERP, ERP Pro, School ERP Pro, ACFR Statement Builder, Priority-Based Budgeting, Data & Insights	*
88	Accounts Payable, Accounts Receivable, Billing, or Revenue Collection Solutions	☒ Yes ☐ No	Tyler offers comprehensive Accounts Payable, Accounts Receivable, Billing and Revenue Collection solutions which include but are not limited to: Tyler's Enterprise ERP, ERP Pro, School ERP Pro & Payments, Cashiering, Disbursements, Revenue Management (Utility Billing, RE/PP Tax, General, Permitting & Licensing, Courts & Public Safety collections.	*
89	Procure-to-Pay and Contract Management Systems	☒ Yes ☐ No	Tyler offers comprehensive Procurement solutions which include but are not limited to: Tyler's Enterprise ERP, ERP Pro, School ERP Pro, AP Automation, Req & PO solutions, integrated content management.	*

Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of software are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 2 will be submitting in the broad category that includes Education and Public Sector Information and Work Management. See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments	
90	Student Information System (SIS)	☒ Yes ☐ No	Tyler offers a broad suite of solutions developed for K-12 Education including by not limited to: School ERP Pro, Absence & Substitute, Student Transportation, and SIS K-12 for Missouri.	*
91	Learning Management System (LMS)	☒ Yes ☐ No	Tyler offers LMS features within its ERP solutions.	*
92	Work Management Software	☒ Yes ☐ No	Tyler incorporates work management features into core applications, including but not limited to: Role tailored dashboards, workflow, robust reporting, scheduling.	*
93	Enterprise Content Management/Records Management	☒ Yes ☐ No	Tyler offers robust records management and content management offerings.	*
94	Enrollment Management Systems	☒ Yes ☐ No	Tyler offers comprehensive benefit enrollment management systems.	*

Table 17: Category 3 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of software are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 3 will be submitting in the broad category that includes Asset and Risk Management. See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 17: Category 3 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments	
95	Computerized Maintenance Management System (CMMS)	☒ Yes ☐ No	Tyler offers comprehensive CMMS solutions.	*
96	Facility Management Software	☒ Yes ☐ No	Tyler offers Facility Management solutions.	*
97	Energy Management Software	☒ Yes ☐ No	Tyler offers a comprehensive offerings for Utilities Billing & Asset Management.	*
98	Insurance and Risk Management	☐ Yes ☒ No	.	*
99	Environmental, Health, and Safety (EHS) management	☒ Yes ☐ No	Tyler offers broad and comprehensive Civic Services solutions which include but are not limited to: Environmental Health, Enterprise Permitting & Licensing software, Fire Prevention Software, Community Development, Business Management and Asset & Citizen Request software and services.	*

Table 18: Category 4 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of software are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 4 will be submitting in the broad category that includes Public Engagement and Specialized Services . See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 18: Category 4 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments	
100	Court, Corrections, and Justice System	☒ Yes ☐ No	Tyler offers broad and comprehensive solutions which include but not are not limited to: Justice Plus, Municipal Justice, Municipal Jury Manager, Online Dispute Resolution, Enterprise Justice, eFile & Serve, Guide & File, Civil Process, Enterprise Corrections, Electronic Warrants, Enterprise Jury Manager, Enterprise Supervision, Correction Solutions, Agency Intelligence, Enforcement Mobile, Public Safety Pro, Fire Prevention Mobile, Enterprise Public Safety	*
101	Municipal Services, Inspections, Licensing, Grants, Tax, and Permitting Management Solutions	☒ Yes ☐ No	Tyler offers broad and comprehensive solutions which include but not are not limited to: Enterprise Permitting & Licensing, Enterprise Environmental Health, Enterprise Asset Management, Enterprise Service Requests, Enterprise Assessment & Tax, Assessment & Tax Pro, Assessment & Tax Plus, Property & Recording Insights, Appraisal Services, Enterprise Records Management,, Enterprise ERP, ERP Pro, School ERP Pro,	*
102	Parks and Recreation Software	☒ Yes ☐ No	Tyler offers broad and comprehensive solutions focused on Outdoor Recreation and Parks & Recreation solutions	*
103	Citizen Relationship/Engagement Management	☒ Yes ☐ No	Tyler offers comprehensive Citizen Relationship/Engagement Management solutions including but not limited to robust customer focused portals, Data & Insight solutions focused on transparency and resident engagement, Civic Portfolio offerings.	*

Table 19: Category 5 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of software are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 5 will be submitting in the broad category that includes Integrated Enterprise Solutions. See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 19: Category 5 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments	
104	Comprehensive suites that encompass Enterprise Resource Planning (ERP) and at least one solution from EACH category 1-4 above	☒ Yes ☐ No	Tyler offers a broad and comprehensive suite of solutions as part of Tyler's Civic Portfolio, ERP Portfolio, Property & Recording Portfolio, Courts & Public Safety Portfolio, K-12 Education, Outdoor Recreation, Regulatory and Tyler one Portfolio.	*

Table 20: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
105	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Tyler is offering broad and comprehensive innovative software, services and hardware that is necessary to operate Tyer's software solutions. Our software offerings are broken down into distinct solution groups. Tyler Technologies is committed to providing the best and broadest array of software and services to the public sector. Dedicated research and core development groups ensure Tyler remains focused on the needs of existing customers while also envisioning and executing on what prospects will expect from products and services in the future. Tyler's Evergreen Philosophy continually provides returns on our clients' investment by refreshing the features and underlying technology in a planned and non- disruptive approach. Public Administration Civic Portfolio - Enterprise Permitting & Licensing Enterprise Service Requests Enterprise Asset Management Parks & Recreation ERP Portfolio Workforce Case Management Time & Attendance ERP Pro Enterprise ERP Assets Mobile & Inventory Mobile Enterprise Forms Priority Based Budgeting ACFR Statement Builder Property & Recording Portfolio CA Valuation Appraisal Services Assessment & Tax Plus Enterprise Records Management Enterprise Assessment & Tax Assessment & Tax Pro Regulatory Portfolio State Regulatory Platform Regulatory Licensing & Permitting Cannabis Licensing Firearms POC Background Check Enterprise State Regulatory Outdoor Recreation Portfolio Recreation Licensing Parks & Recreation Recreation Management Courts & Public Safety Justice Portfolio CSI Justice Plus Municipal Justice Municipal Jury Manager Online Dispute Resolution Enterprise Justice eFile & Serve Guide & File Civil Process Enterprise Corrections Electronic Warrants Enterprise Jury Manager Enterprise Supervision Correction Solutions Public Safety Portfolio Agency Intelligence Enforcement Mobile Public Safety Pro Fire Prevention Mobile Enterprise Public Safety K-12 Education

		Schools Portfolio School ERP Pro Absence & Substitute Student Transportation Telematic GPS Tyler Drive Onboard iPaaS Tyler One Portfolio Application Platform My Civic Engagement Builder Content Hosting Statewide Digital Solutions Open Data Platform Disbursements Data Collect Mobile Data & Insights Cashiering Cybersecurity Hub Identity Meeting Manager Notify Payments	
106	Equipment and accessories related to the offering of systems or solutions described in subsections categories 1-5 above, including but not limited to, hardware, peripherals, and accessories	Tyler supplies hardware that supports operation of Tyler's software solutions. Hardware offerings include but are not limited to: POS cashiering hardware and components, Time Clocks, vehicle tablets, telematics devices, bar code printers, kiosk, mobile printers, mobile docking stations, asset label printers, scanners and related accessories.	*
107	Services related to the offering of systems or solutions described in categories 1-5, including, but not limited to, hosting, cloud migration, modernization, customization, integration, implementation, installation, maintenance, training, data collection, import, export and backup, record-keeping and reporting, mobile, cloud, and web-based applications or platforms, customer service, auditing, compliance, security, and technical and user support	Tyler offers a broad array of services to support installation, deployment, implementation, project management, software support and maintenance, data conversion, customization, integration, hosting, managed, upgrade, Cybersecurity, and training services.	*

Table 21: Exceptions to Terms, Conditions, or Specifications Form

Line Item 108. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	☒ Yes ☐ No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”
 - [Pricing](#) - Tyler Technologies Pricing - Sourcewell - 2024.zip - Thursday June 13, 2024 08:59:31
 - [Financial Strength and Stability](#) - 2023_Tyler_Technologies_Annual_Report.pdf - Tuesday June 11, 2024 09:29:55
 - [Marketing Plan/Samples](#) - Marketing Samples.pdf - Wednesday June 12, 2024 06:02:00
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Warranty Information (optional)
 - [Standard Transaction Document Samples](#) - Tyler Agreements.zip - Thursday June 13, 2024 08:22:19
 - [Requested Exceptions](#) - RFP_060624_Software_Solutions_Public_Sector_Ed_Admin_Contract_Template Tyler Redline Exceptions 053124.pdf - Wednesday June 12, 2024 06:03:03
 - [Upload Additional Document](#) - Tyler Technologies _Sourcewell Pricing_Discount Summary_.pdf - Wednesday June 12, 2024 16:05:51

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/ndnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Tina Mize, Group General Counsel, Tyler Technologies

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 17 Software Solutions RFP 060624 Mon June 3 2024 10:31 AM		1
Addendum 16 Software Solutions RFP 060624 Thu May 30 2024 10:38 AM		4
Addendum 15 Software Solutions RFP 060624 Tue May 28 2024 02:32 PM		2
Addendum_14_Software_Solutions_RFP_060624 Fri May 24 2024 03:00 PM		4
Addendum_13_Software_Solutions_RFP_060624 Tue May 21 2024 04:25 PM		1
Addendum_12_Software_Solutions_RFP_060624 Mon May 20 2024 06:33 PM		1
Addendum 11 Software Solutions RFP 060624 Fri May 17 2024 03:19 PM		2
Addendum 10 Software Solutions RFP 060624 Thu May 16 2024 01:38 PM		4
Addendum 9 Software Solutions RFP 060624 Tue May 14 2024 03:18 PM		2
Addendum 8 Software Solutions RFP 060624 Thu May 9 2024 12:50 PM		1
Addendum 7 Software Solutions RFP 060624 Wed May 8 2024 01:39 PM		1
Addendum 6 Software Solutions RFP 060624 Tue May 7 2024 12:00 PM		2
Addendum 5 Software Solutions RFP 060624 Fri May 3 2024 01:56 PM		1
Addendum 4 Software Solutions RFP 060624 Thu May 2 2024 12:30 PM		1
Addendum 3 Software Solutions RFP 060624 Tue April 30 2024 03:17 PM		1
Addendum 2 Software Solutions RFP 060624 Mon April 22 2024 02:21 PM		1
Addendum 1 Software Solutions RFP 060624 Fri April 19 2024 02:53 PM		1