



DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638

Department of Purchasing Services
Michael J. Woodall, CPPO, Purchasing Agent
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August 6, 2013

MEMORANDUM

TO: Honorable School Board Members

FROM: Michael J. Woodall, CPPO, Purchasing Agent *MJW/SMB*

SUBJECT: Permission to Place Purchase Order: Tyler Technologies
Munis Software Maintenance

On December 20, 2011, official action (attached) was taken to approve a contract with Tyler Technologies, Inc. (Tyler) for a new Enterprise Resource Planning (ERP) system using Munis software. At that time, permission was given to enter a purchase order for first year software licensing fees, implementation and contingency fees, recovery and OSDBA fees.

The negotiated contract stipulated that maintenance and support fees were deferred for the first year after installation of the equipment. The Office of Technology and Information Services has confirmed the installation date as June 27, 2012. At this time we are requesting permission to place a purchase order to Tyler totaling \$397,221.63 covering Munis maintenance and support for the period June 27, 2013 – June 26, 2014, as follows:

- \$339,921.63 Maintenance and support for all modules per Section D, paragraph 3.4
- \$ 27,300.00 Unlimited client access maintenance per Exhibit 1 Pay Schedule, Section 4B
- \$ 30,000.00 Operating system database administrative support per Exhibit 1, Pay Schedule, Section 4C

The full contract is on file in the Purchasing Services Department. Per the Office for Financial Services, funding for this expenditure will be capital funds. If you have any questions, please contact Ann Altman, ERP Project Director, or me at your earliest convenience.

MJW/az
Attachment

Date/Time: July 30, 2013 09:44:00



District School Board of Pasco County

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Heather Fiorentino, Superintendent

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December 20, 2011

MEMORANDUM

TO: Honorable School Board Members

FROM: Kendra Goodman, CPPO, CPPB, Purchasing Agent *KDG*

SUBJECT: Approval of Contract and Request to Place Purchase Order:
Tyler Technologies, Inc.

On July 26, 2011, official action was taken (attached) to approve negotiations with Tyler Technologies, Inc. (Tyler) to provide The District with a new Enterprise Resource Planning (ERP) system using Munis Software. Over the past five months the ERP Planning Project Team, led by Ann Altman, Project Leader, along with representatives from GFOA and other District Staff has worked diligently to negotiate the attached contract. The process to replace the legacy system currently used by The District started on June 11, 2007, when the Board approved an agreement with GFOA to do a Needs Analysis Study and Technology Plan.

The contract with Tyler is almost 500 pages long including various attachments and exhibits. An electronic copy of the entire contract is available for review in the Purchasing Department and a complete hard copy is available in the Superintendent's Office. Attached for your review are the terms and conditions and the costs portion of the contract.

The contract consists of three major components;

Software	\$2,141,870
Implementation	\$6,630,765
Maintenance, Disaster Recovery and OSDBA* (10 Years)	\$5,189,471
*Operation System and Data Base Administration	

A detailed analysis of costs is included in the attached contract.

The final draft of this agreement has been review and approved by Dennis Alfonso, The Board's Attorney, on December 12, 2011. Brent Britton, an attorney with Gary Robinson P.A., specializing in software and intellectual property contracts, was contracted for his expertise and has also approved this agreement.

At this time we are requesting The Board to approve the contract and to grant permission to issue a purchase order to Tyler in the amount \$8,832,635. This amount will include all Software License Fees, all Implementation Fees (including \$399,500 Contingency) and Recovery and OSDBA Fees for the first year. Please contact me or Michael Woodall, Buying Manager, at your earliest convenience if you have any questions or concerns.

KDG/mw
Attachments

Date/Time: December 14, 2011 08:42:00

SECTION D. MAINTENANCE AGREEMENT

D.1. Scope of Agreement.

District agrees to purchase and Tyler agrees to provide maintenance services for the Tyler Software Products in accordance with the following terms and conditions.

D.2. Term of Agreement.

This Maintenance Agreement is effective on installation of the Tyler Software Products and will remain in force for an initial one (1) year term, which will renew annually upon mutual agreement for additional one (1) year terms at Tyler's then-current Maintenance fees unless terminated in writing by either party at least fifteen (15) days prior to the end of the then-current term.

D.3. Payment.

D.3.1. Maintenance fees will be invoiced by Tyler annually in advance. Tyler shall provide District with not less than forty-five (45) days written notice of any change in annual Maintenance fees.

D.3.2. Additional Charges. Any maintenance services performed by Tyler for District which are not covered by this Maintenance Agreement, as set forth in D.5 of Section D Maintenance Agreement, including materials and expenses, will be billed to District at Tyler's rate in this Agreement for a period of twenty-four (24) months from the Effective Date; thereafter Tyler's then-current rates in effect for the Maintenance Agreement.

D.3.3. Tyler reserves the right to suspend maintenance services if District fails to pay undisputed Maintenance fees within sixty (60) calendar days of the due date. Tyler shall reinstate maintenance services upon District's payment of all past due Maintenance fees, including all such fees for the periods during which services were suspended.

D.3.4. The Year 1 Software Maintenance Fees of \$330,021 which cover the one (1) year period commencing upon installation of the Tyler Software Products are hereby waived. Subsequent annual Software Maintenance Fees will be due on the anniversary of the installation date of the Tyler Software Products, and will be as identified in the following table for years 1-10. The fee increases for Years 6 and 7 will be increased at a rate not to exceed five percent (5%) per year. The fee increases for years 8-10 will be increased at a rate not to exceed six percent (6%) per year.

Year	Amount
1	None (waived)
2	3% / \$339,921.63
3	3% / \$350,119.28
4	4% / \$364,124.05
5	4% / \$378,689.01
6	5% / \$397,623.46
7	5% / \$417,504.64
8	6% / \$442,554.91

Exhibit 1 - Payment Schedule

1. Tyler shall invoice District \$457,880 upon the Effective Date. Such amount equals 25% of the Tyler software license fees.
2. Tyler shall invoice District \$1,161,010 when Tyler has made the Tyler Software Products available to District for downloading. Such sum equals:
 - a. 50% of the Tyler software license fees (\$915,760)
 - b. 100% of the System Software fees (\$245,250)
3. Tyler shall invoice District the Hardware fees of \$3,300 upon delivery of the Tyler Secure Signature hardware.
4. Tyler shall invoice District \$74,700 upon installation of the Tyler Software Products. Such sum equals:
 - a. Year one SymPro Software Maintenance fees (\$17,400);
 - b. Year one Tyler Unlimited District Access Maintenance fee (\$27,300); and
 - c. Year one Operating System and Data Base Administration ("OSDBA") Contract Services (\$30,000).
5. Tyler shall invoice District \$457,880 upon verification of the Tyler Software Products in accordance with Article 3 of Section A Software License Agreement ("Verification") Such amount equals 25% of the Software fees. Unless District notifies Tyler in writing that the Tyler Software Products have failed Verification, Verification will be deemed to have occurred ninety (90) days from the date Tyler makes the Tyler Software Products available to District for downloading.
6. Fees for the services listed infra in this Section 6 will be invoiced in accord with Schedule A to this Exhibit 1:
 - a. Change Management Consulting Solution (\$100,000);
 - b. Thirty (30) months of Full-time Engagement Manager (\$687,500);
 - c. Thirty (30) months of Full-time Financials Project Manager (\$625,020);
 - d. Thirty (30) months of Full-time Payroll & HR Project Manager (\$625,020);
 - e. Thirty (30) months of Full-time Implementation Specialist #1 (\$500,010);
 - f. Thirty (30) months of Full-time Implementation Specialist #2 (\$500,010);
 - g. Thirty (30) months of Full-time Implementation Specialist #3 (\$500,010);
 - h. Three Hundred Fifty-Eight (358) Training Days (\$420,650); and
 - i. One Hundred Sixteen (116) Consulting Days (\$147,900).

Client acceptance required for milestones listed in Schedule A shall not be unreasonably withheld.

7. Eighty Three (3) days of Report Developer (\$99,600) will be invoiced as services are provided.
8. Tyler Consulting Services ("TCS") fee of \$413,500 shall be invoiced per module, as described in Schedule B to this Exhibit 1.

District School Board
of Pasco County

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Board Approved

CONTRACT REVIEWED
AND APPROVED:

Kdy 12-16-11

9. Data Conversion fees of \$159,000 shall be invoiced, per conversion, as described in Schedule C to this Exhibit 1.
10. Tyler shall invoice fees for Tyler Forms Services (totaling \$18,895) as described in Schedule D to this Exhibit 1.
11. Tyler shall invoice fees for software modifications and interfaces (totaling \$273,900) as described in Schedule E to this Exhibit 1.
12. SymPro Services fees (totaling \$37,000) shall be invoiced as provided.
13. On or before January 1, 2013, Client shall remit to Tyler \$120, 719. Such sum equals:
 - a. 100% of the System Software fees for the ESM Sourcing Solution (\$61,800);
 - b. 100 % of the year one Maintenance fees for the ESM Sourcing Solution (\$20,394); and
 - c. 100 % of the year one subscription fees for the ESM MUNIS Punch Out subscription service (\$38,525).
14. ESM Services fees of \$28,200 shall be invoiced as the Services are rendered and payable upon receipt of each invoice. Associated travel and out-of-pocket expenses are billed separately as these charges are incurred and payable upon receipt of invoice.
15. Tyler shall invoice District the year 1 Disaster Recovery fee of \$30,000 upon receipt by Tyler of District's data.
16. Unless otherwise indicated herein, Tyler shall invoice District fees for Services, plus expenses, if and as provided/incurred.
17. The Investment Summary includes estimated travel expenses to be incurred in accordance with Exhibit 4.
18. Payment is due within forty-five (45) days of the invoice receipt.
19. The year 1 Maintenance fees of \$330,021 for the one (1) year period commencing upon installation of the Tyler Software Products are hereby waived. Subsequent annual Maintenance fees will be due on the anniversary of the installation date of the Tyler Software Products.
20. SymPro will invoice the District directly for Year 2 and subsequent annual maintenance and support fees for the SymPro software products licensed by District pursuant to this Agreement.

