City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Meeting Agenda - Final

Wednesday, April 1, 2026
8:30 AM

City Hall, Executive Conference Room

Communication, Technology & Information Systems Committee

Committee Members
Councilwoman Sherri Reardon, Chairperson
Councilman Cesar Cardenas
Councilman Juan Moreno

Citizens who are unable to attend the meeting can email comments in advance of the meeting to publiccomment@joliet.gov.

ROLL CALL

APPROVAL OF MINUTES

Approval of the Minutes of the March 4, 2026 Communication, **ID-2247-20**
Technology & Information Systems Committee Meeting

Attachments: MeetingMinutes24-Mar-2026-01-18-18.pdf

CITIZENS TO BE HEARD ON AGENDA ITEMS

This section is for anyone wanting to speak regarding agenda items and are allowed a maximum of 4 minutes. It is not a question and answer period and staff, and the Committee members do not generally respond to public comments. The City Clerk has a copy of the public speaking procedures; please note, speakers who engage in conduct injurious to the harmony of the meeting shall be called to order by the Presiding Officer and may forfeit the opportunity to speak.

AGENDA ITEMS

Award of Contract to Tyler Technologies for Implementation of **TMP-9579**
Enterprise Permitting & Licensing (EPL) Solution in the Amount of
$156,009.00 Annually, Plus an Amount not to Exceed $260,100.00
for One-Time Implementation Fees

Attachments: Tyler EPL Amendment_Quote_SOW.pdf

Award of Contract to Tyler Technologies for Time Clock Upgrade in **TMP-9581**
the Amount of $47,700.00

Attachments: Time & Attendance Time Clock Options and Pricing
Flyer.PDF.pdf
City of Joliet Touchtime 10 Clocks 1.28.26.pdf

Resolution Authorizing Execution of an Intergovernmental **TMP-9681**
Cooperation Agreement Between the City of Joliet and the Joliet
Park District

Attachments: Intergovernmental Cooperation Agreement Between the City of
Joliet and the Joliet Park District.pdf
Resolution Authorizing Execution of an Intergovernmental
Cooperation Agreement Between the City of Joliet and the Joliet
Park District.pdf

Award of Contract to Xerox Business Solutions for Three Year Managed Print Services in the Amount of $349,698.23   **TMP-9684**

Attachments: XBS Proposal Response to RFP2966-0426 for Managed Print Services.pdf

NEW OR OLD BUSINESS, NOT FOR FINAL ACTION OR RECOMMENDATION

PUBLIC COMMENT

This section is for anyone wanting to speak regarding non-agenda items and are allowed a maximum of 4 minutes. It is not a question and answer period and staff, and the Committee members do not generally respond to public comments. The City Clerk has a copy of the public speaking procedures; please note, speakers who engage in conduct injurious to the harmony of the meeting shall be called to order by the Presiding Officer and may forfeit the opportunity to speak.

CLOSED SESSION to discuss the following subjects:

ADJOURNMENT

This meeting will be held in an accessible location. If you need a reasonable accommodation, please contact The City Clerk Office, 150 West Jefferson Street, Joliet, Illinois 60432 at (815) 724-3780.

City of Joliet

Memo

File #: ID-2247-20   **Agenda Date:** 4/1/2026

City of Joliet

Communication, Technology & Information Systems Committee

Meeting Minutes - Pending Approval

Committee Members
Councilwoman Sherri Reardon, Chairperson
Councilman Cesar Cardenas
Councilman Juan Moreno

Wednesday, March 4, 2026   **8:30 AM   City Hall, Executive Conference Room**

ROLL CALL

Present   Councilwoman Sherri Reardon, Councilman Cesar Cardenas and Councilman Juan Moreno

ALSO PRESENT: Christopher Sternal, CIO, Amanda Dite, Deputy Director of IT

APPROVAL OF MINUTES

TMP-9600

A motion was made by Councilman Cesar Cardenas, seconded by Councilman Juan Moreno, to approve COUNCIL MEMO #TMP-9600: Approval of the Minutes of the February 4, 2026 Communication, Technology & Information Systems Committee Meeting. The motion carried by the following vote:

Aye: Councilwoman Reardon, Councilman Cardenas and Councilman Moreno

CITIZENS TO BE HEARD ON AGENDA ITEMS

None.

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AGENDA ITEMS

Award of Contract to Center for Internet Security (CIS) for CrowdStrike Endpoint Security Solution in the Amount of $65,142.00   **TMP-9578**

Christopher Sternal, CIO, reviewed the upcoming Crowdstrike renewal.

A motion was made by Councilman Juan Moreno, seconded by Councilman Cesar Cardenas, to approve COUNCIL MEMO #TMP-9578: Award of Contract to Center for Internet Security (CIS) for CrowdStrike Endpoint Security Solution in the Amount of $65,142.00. The motion carried by the following vote:

Aye: Councilwoman Reardon, Councilman Cardenas and Councilman Moreno

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Award of Contract to Euna Solutions for Euna Procurement in the Amount of $26,500.00	**TMP-9580**

Christopher Sternal, CIO, provided an overview of the Euna Procurement (formerly Bonfire) annual renewal.

A motion was made by Councilman Cesar Cardenas, seconded by Councilman Juan Moreno, to approve COUNCIL MEMO #TMP-9580: Award of Contract to Euna Solutions for Euna Procurement in the Amount of $26,500.00. The motion carried by the following vote:

Aye:　　　Councilwoman Reardon, Councilman Cardenas and Councilman Moreno

Award of Contract to Cities Digital Inc. for Laserfiche Document Management System Annual Renewal in the Amount of $75,050.00	**TMP-9582**

Christopher Sternal, CIO, discussed the Laserfiche annual renewal.

A motion was made by Councilman Cesar Cardenas, seconded by Councilman Juan Moreno, to approve COUNCIL MEMO #TMP-9582: Award of Contract to Cities Digital Inc. for Laserfiche Document Management System Annual Renewal in the Amount of $75,050.00. The motion carried by the following vote:

Aye:　　　Councilwoman Reardon, Councilman Cardenas and Councilman Moreno

NEW OR OLD BUSINESS, NOT FOR FINAL ACTION OR RECOMMENDATION

PUBLIC COMMENT

None.

This section is for anyone wanting to speak regarding non-agenda items and are allowed a maximum of 4 minutes. It is not a question and answer period and staff, and the Committee members do not generally respond to public comments. The City Clerk has a copy of the public speaking procedures; please note, speakers who engage in conduct injurious to the harmony of the meeting shall be called to order by the Presiding Officer and may forfeit the opportunity to speak.

CLOSED SESSION to discuss the following subjects:

ADJOURNMENT

A motion was made by Councilman Cardenas, seconded by Councilman Moreno, to adjourn. The motion carried by the following vote:

Aye:　　　Councilwoman Reardon, Councilman Cardenas and Councilman Moreno

This meeting will be held in an accessible location. If you need a reasonable accommodation, please contact The City Clerk Office, 150 West Jefferson Street, Joliet, Illinois 60432 at (815) 724-3780.

File #: TMP-9579　　　　　　　　　　　　　　　　　　　　**Agenda Date:**4/1/2026

TO:　　　　　Communication, Technology and Information Systems Committee

FROM:　　　Chris Sternal, Director of Information Technology

SUBJECT:
Award of Contract to Tyler Technologies for Implementation of Enterprise Permitting & Licensing (EPL) Solution in the Amount of $156,009.00 Annually, Plus an Amount not to Exceed $260,100.00 for One-Time Implementation Fees

BACKGROUND:
The City seeks to modernize permitting, licensing, inspections, and code enforcement through a unified, cloud-native platform. Tyler Technologies' Enterprise Permitting & Licensing (EPL) solution consolidates these functions into a single system, eliminating data silos and enabling seamless coordination across departments. The solution includes configurable workflows, a 24/7 public portal, GIS integration, mobile tools for field staff, electronic plan review, and robust reporting and analytics. The contract amendment with Tyler Technologies adds EPL to the City's existing agreement. The anticipated timeline for implementation is 16 months.

CONCLUSION:
Implementing EPL will streamline permitting and licensing processes, reduce administrative burdens, and improve citizen engagement through an online portal. It enhances compliance and transparency, supports interdepartmental collaboration, and provides data-driven insights for better decision-making. The solution is scalable, ensuring long-term adaptability for evolving municipal needs.

Section 2-438 of the City of Joliet Code of Ordinances states that purchases whose estimated cost is in excess of twenty-five thousand dollars ($25,000.00) may be awarded without written specifications or bidding under certain circumstances. Three of these circumstances apply:
(b) Purchases for additions to and repairs and maintenance of equipment owned by the City which may be more efficiently added to, repaired or maintained by a certain person;
(f) Purchases when authorized by a concurring vote of two-thirds of the Mayor and City Council;
(g) Purchases of professional services.

Sufficient Funds exist utilizing the Information Technology Capital budget for one time implementation fees (Org 30040120, Object 557700, not to exceed $260,100.00) and the Finance Accounting budget for annual fees (Org 03009000, Object 523401, $156,009.00)

RECOMMENDATION:
It is recommended that this matter be forwarded to City Council with a recommendation to approve.

AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Joliet, Illinois, with offices at 150 W. Jefferson Street, Joliet, Illinois 60432 ("Client").

WHEREAS, Tyler and Client are parties to an agreement dated September 13, 2013 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

1. The items set forth in the Amendment Investment Summary attached as Exhibit 1 to this Amendment are hereby added to the Agreement as of the first day of the first quarter following the Amendment Effective Date and, notwithstanding anything to the contrary in Exhibit 1, ending coterminous with the SaaS Term as defined in the Agreement. Payment of fees and costs for such items shall conform to the following terms:

    a. As of the first day of the first quarter following the Amendment Effective Date, the annual SaaS fees payable under the Agreement shall be increased by $156,009, with a quarterly payment increase of $39,002.25. Subsequent SaaS Fees shall be invoiced in accordance with the terms of the Agreement.

    b. Unless otherwise provided herein, services identified at Exhibit 1 and added to the Agreement pursuant to this Amendment, along with applicable expenses, shall be invoiced as provided and/or incurred.

2. The services set forth in Exhibit 1 will be provided by Tyler in accordance with the Statement of Work attached hereto as Exhibit 2.

3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.

4. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.   City of Joliet, Illinois

By:_____   By:_____

Name:_____   Name:_____

Title:_____   Title:_____

Date:_____   Date:_____

Exhibit 1

Exhibit 1
Amendment Investment Summary

The following Amendment Investment Summary details the additional software, products, and services to be delivered by us to you under the terms of the Agreement. This Amendment Investment Summary is effective as of the Amendment Effective Date, despite any expiration date in this Amendment Investment Summary that may have lapsed as of the Amendment Effective Date.

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Sales Quotation For:

City of Joliet
150 W Jefferson St
Joliet IL 60432-4158

Tyler SaaS

Description	Term	Monthly Fee	Users/Units	Annual Fee
Enterprise Permitting & Licensing Core Software				
Enterprise Permitting & Licensing User		$ 201	45	$ 108,765
Enterprise Permitting & Licensing Foundation		$ 2,014	1	$ 24,169
Business Management Suite		$ 1,664	1	$ 19,966
Community Development Suite		$ 1,664	1	$ 19,966
Enterprise Permitting & Licensing Extensions				
Enterprise Permitting & Licensing - Approver Only User		$ 96	25	$ 28,750
Decision Engine		$ 1,314	1	$ 15,763
Enterprise Permitting & Licensing - Read Only User		$ 31	15	$ 5,490
Sub-Total:				$ 222,869
Less Discount				*$ 66,860*
TOTAL	**1.00**			**$ 156,009**

Professional Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Professional Services				
Configuration Training	40	$ 225	$ 9,000	$ 0
Data Conversion Services	200	$ 250	$ 50,000	$ 0
End User Training	80	$ 225	$ 18,000	$ 0
Production Support	80	$ 225	$ 18,000	$ 0
Professional Implementation Services	528	$ 225	$ 118,800	$ 0
Project Manager Services	216	$ 225	$ 48,600	$ 0
Sub-Total:			$ 262,400	
Less Discount:			*$ 50,000*	
TOTAL:			**$ 212,400**	**$ 0**

Summary	One Time Fees	Recurring Fees
Total SaaS		$ 156,009
Total Services	$ 212,400	$ 0
Total Third-Party Hardware, Software, Services	$ 0	$ 0

Summary Total	$ 212,400	$ 156,009	
Estimated Travel Expenses	$ 20,000		

Optional Professional Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Professional Services				
Integration Services for API/SDK Support	10	$ 250	$ 2,500	$ 0
Professional Implementation Services - Contingency	112	$ 225	$ 25,200	$ 0
TOTAL			**$ 27,700**	**$ 0**

Comments

SaaS Monthly Fees are rounded to the nearest dollar. The Annual Fee value represents the cost to the customer.

Enterprise Permitting & Licensing Foundation includes GIS for EPL Users, Core Foundation Bundle, Advanced Automation Bundle, Data & Reporting Access, Report Toolkit, EPL API Toolkit and 1 TB of Storage

Business Management Suite includes Civic Access for Business Management and Business Management Executive Insights

Community Development Suite includes Civic Access for Community Development and Community Development Executive Insights

Enterprise Permitting & Licensing User includes back-office and Workforce Mobile access

Investment Summary Notes

Project Delays and Change Control: Any delays in the client's completion, review, or acceptance of deliverables that extend the project timeline will be subject to the change control process. This may result in additional costs, including, but not limited to, extra service hours for project management, consulting, and conversion development. Cancellation Policy: If the client cancels services with less than two (2) weeks' notice, the client will be liable to Tyler for all non-refundable expenses incurred on the client's behalf and (ii) daily fees for the canceled services if Tyler is unable to reassign its personnel.

Implementation Service Hours: Implementation service hours are scheduled and provided in increments of four (4) or eight (8) hours. The implementation service hours assume a 75% remote and 25% onsite split but can vary per project. The hours do not include travel expenses.

Public Administration Security Console (PASC): PASC is a tool that allows Support staff to access client environments using specified Tyler-owned accounts with rolling passwords.

Client Responsibility for GIS Services: The client is responsible for providing and maintaining the GIS services required by Enterprise Permitting & Licensing in compliance with Tyler's GIS deployment guidelines.

Civic Access serves as the client's online portal for citizens. Tyler will ensure the portal is operational and integrated with GIS, configure the payment portal (if applicable), and provide training for Civic Access configuration. The client configures online applications and other components not specified above.

Tyler Hub is a platform that allows clients to customize individual user dashboards for tasks and data visualization. Tyler will connect the EPL data source to Hub and provide training for user dashboard personalization. The client is responsible for personalizing and maintaining user dashboards. Any additional data source connections to Hub will be subject to the change control process and may incur additional costs.

Decision Engine is a web-based extension for Civic Access that guides citizens to the appropriate online applications through a series of questions. Tyler will establish the connection, troubleshoot as needed, and provide training for application configuration. The client is responsible for designing and implementing the questionnaires.

Implementation Notes
Enterprise Permitting & Licensing (EPL) Implementation: This implementation follows a shared services model. Tyler is responsible for configuring 15 case types as examples, with the client completing the remaining configuration. Each unique case type configured by Tyler is estimated to require 25-30 hours for definition, configuration, and validation. Tyler will also enable the application's standard Geo Rules and standard automation events. The client will manage all additional configuration tasks.

Tyler's implementation team will primarily handle the following tasks:
• Training on EPL functionality.
• Providing training, best practices, and consultation on software configuration and maintenance for EPL and Civic Access applications.
• Establish connections between EPL, Civic Access, and the client-published GIS map services and configure EPL's Live Link component.
• Configure and validate core EPL functionalities, including global settings and initial user roles.
• Configure and validate the payment system for EPL and Civic Access or enable electronic payments based on client-supplied payment gateway information (where applicable, depending on the contract and the client securing an approved payment gateway).
• Configure and validate integrations between Tyler products (Enterprise ERP, Cashiering, Content Manager, Enterprise Service Requests, and others as applicable based on the contract).

Client's Responsibilities The client's Subject Matter Experts (SMEs) are expected to be available approximately 25-50% of each week (depending on the number of processes) throughout the project to perform configuration and validation, in addition to time spent with the Tyler team. The client's configuration team should plan to dedicate 30-45 hours per process following the completion of configuration training. The client's SMEs will primarily be responsible for the following tasks:
• Configuring Case Types and Work Classes, including all associated module components.
• Set up system configurations (e.g., Holidays, Zones, Hold Types, Hearing Types, etc.).
• Configure dynamic custom fields for Report Setup.
• Configure users and user roles.
• Configure Workflow components and Workflow Templates (e.g., Steps, Actions, Submittal Types, Item Reviews, etc.).
• Customizing and administering Civic Access (e.g., allowed Case Types, Application instructions, Geo Rules, Themes, Headers, Menus, Security Settings, etc.).
• Configure Automation Events (e.g., Intelligent Objects, standard Intelligent Queries) to manage tasks such as emails, tasks, Geo Rules, etc.
• Manage any additional configuration tasks as the client desires.

Integration Notes
Enterprise Permitting & Licensing (EPL) API Implementation & Support: Tyler's services for EPL API implementation are limited to delivering the API and providing guidance to the client's integration development team. Tyler does not offer integration development services for EPL API/SDK toolkits. The client, or a chosen third-party integrator, will be responsible for all development work related to the API/SDK.

Integration with Executive Insights: Tyler will establish the connection and verify the data exchange between Executive Insights and EPL. No additional integrations are included in the scope of this implementation.

Conversion and Reports Notes
Full Conversion: The Client will provide Tyler with up to [1] legacy data source [Munis Permitting/Licensing] containing data related to Permitting, Planning, Licensing, Inspection, and Code Enforcement from the legacy system. The Client is responsible for extracting the data from their legacy system(s) and delivering it to Tyler in an acceptable format. Tyler will not manipulate or correct the legacy data on behalf of the Client; the Client must resolve any data quality issues before submission. Tyler will populate the Data Conversion Template database (DCT-DB) with the legacy data for conversion into EPL. Tyler will use the completed DCT-DB to produce a mapping document to enable the Client to correlate legacy data fields with EPL fields. The Client is responsible for all data mapping decisions and document completion. The DCT-DB and mapping document provided by the client will translate the legacy data into the EPL software, constituting a "conversion pass." The scope of this implementation includes four (4) conversion passes: two (2) evaluation passes, one (1) simulated go-live pass, and one (1) final golive pass. No additional conversion services are included in the scope of this implementation. Any further data sources will require a change order.

Custom Reports: No custom reports, forms, or letters are included in this implementation.

Exhibit 2

Exhibit 2
Statement of Work

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City of Joliet

SOW from Tyler Technologies, Inc.

12/09/2025

Presented to:
Amanda Dite, Deputy Director
City of Joliet Information Technology
150 West Jefferson Street
Joliet, IL 60432

Contact:
Ray Kinard
Email: Ray.Kinard@TylerTech.com
2530 Sever Road, Suite 200, Lawrenceville, GA 30043

Table of Contents

Part 1: Executive Summary

1. Project Overview

1.1 Introduction

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

1.2 Project Goals

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

The overall goals of the project are to:

- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals
- Providing a single, comprehensive, and integrated solution to manage business functions
- Streamline business processes through automation, integration, and workflows
- Provide a user-friendly user interface to promote system use and productivity
- Eliminate redundant data entry

1.3 Methodology

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

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

Tyler's Six Stage Project Methodology
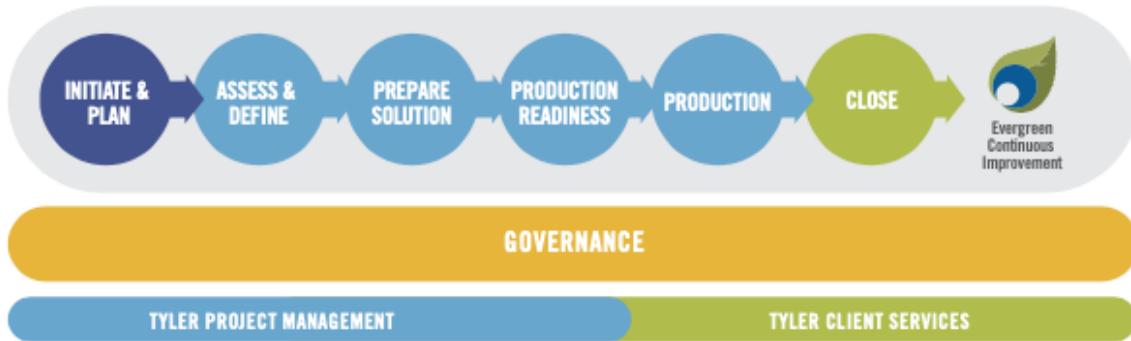
The methodology adapts to both single-phase and multiple-phase projects.

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

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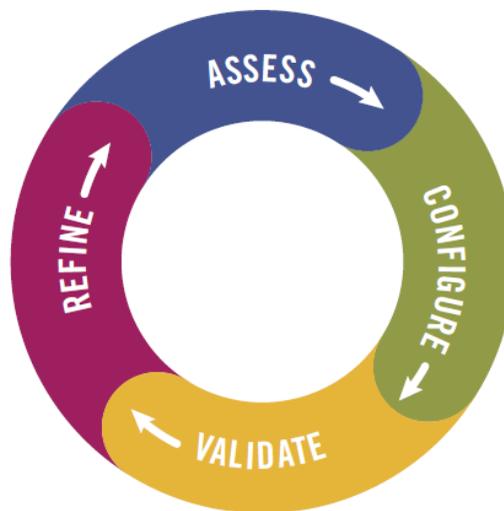
The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to complete the Project efficiently and effectively.

Part 2: Project Foundation

2. Project Governance

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

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

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

Project Governance Relationships

CLIENT LEADERSHIP		TYLER LEADERSHIP
EXECUTIVE SPONSOR — Champions the project, secures buy-in, provides oversight and ultimate decision-making	⬌	**EXECUTIVE SPONSOR** — Provides oversight and ultimate decision-making
STEERING COMMITTEE — Monitors progress, goals and objectives	⬌	**IMPLEMENTATION MANAGER** — Monitors progress
PROJECT MANAGER — Oversees project schedule and tasks	⬌	**PROJECT MANAGER** — Oversees project schedule and tasks

3. Project Scope Control

3.1 Managing Scope and Project Change

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

Project Management Triangle

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

3.2 Change Control

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

3.3 Change Request Management

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

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

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

Change Request Process

NEED	SCOPE	DETAILS	REQUEST	CHANGES	SCHEDULE
CLIENT IDENTIFIES NEED/ DESIRE FOR CHANGE	TYLER ASSESSES / DETERMINES OUT OF SCOPE	CLIENT DETAILS NEED IN CHANGE REQUEST FORM	IF TYLER AGREES WITH THE REQUEST	CLIENT AUTHORIZES OR DECLINES THE CHANGE	SCHEDULE ADJUSTED TO ACCOMMODATE THE CHANGE IF NECESSARY
			If Tyler Agrees with Request, Estimate provided to client, otherwise reason for denial provided		Including addition of new tasks that result from the change

4. Acceptance Process

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

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

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

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

- City of Joliet shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If City of Joliet does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If City of Joliet does not agree the Deliverable or Control Point meets requirements, City of Joliet shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. City of Joliet shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If City of Joliet does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

5. Roles and Responsibilities

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

5.1 Tyler Roles & Responsibilities

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

5.1.1 Tyler Executive Manager

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed to escalate and facilitate implementation Project tasks and decisions.

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

5.1.2 Tyler Implementation Manager

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

5.1.3 Tyler Project Manager

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

5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone signoffs for acceptance by City of Joliet project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.
- Collaborates with City of Joliet project manager(s) to plan and schedule Project timelines to achieve on-time implementation.

5.1.3.3 Implementation Management

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

5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

5.1.4 Tyler Implementation Consultant

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

5.1.5 Tyler Sales

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

5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).
- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.

- Deploys Tyler products.
- Provides technical training.
- Conducts GIS Planning.
- Reviews GIS data and provides feedback to City of Joliet.
- Loads City of Joliet provided GIS data into the system.

5.1.7 Tyler API Services

- Provides training in the use of the API Toolkit.
- Provides consulting services in the use of the API Toolkit to City of Joliet, as City of Joliet builds interfaces.

5.1.8 Tyler Modification Services

- Programs modification(s) per the agreed upon business requirements document(s).
- Performs internal quality assurance.
- Provides software updates and defect fixes.
- Completes interface development for in-scope interfaces.

5.2 City of Joliet Roles & Responsibilities

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

5.2.1 City of Joliet Executive Sponsor

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

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

5.2.2 City of Joliet Steering Committee

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

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.

- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
    o Cost
    o Scope
    o Schedule
    o Project Goals
    o City of Joliet Policies
    o Needs of other City of Joliet projects

5.2.3 City of Joliet Project Manager

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

5.2.3.1 Contract Management

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

5.2.3.2 Planning

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

5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between City of Joliet and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.

- Routinely communicates with both City of Joliet staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

5.2.3.4 Resource Management

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

5.2.4 City of Joliet Functional Leads

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

- o Modification specification, demonstrations, testing and approval assistance
- o Data analysis assistance
- o Decentralized end user training
- o Process testing
- o Solution Validation

5.2.5 City of Joliet Power Users

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

5.2.6 City of Joliet End Users

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

5.2.7 City of Joliet Technical Lead

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

5.2.7.1 City of Joliet GIS

- Participates in GIS planning activities.
- Responsible for management and maintenance of City of Joliet GIS infrastructure and data.
- Ensures GIS data/service endpoints are in alignment with Tyler software requirements.

- Provides Tyler implementation team with GIS data/service access information.

5.2.7.2 City of Joliet Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage City of Joliet's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with City of Joliet and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

5.2.8 City of Joliet Change Management Lead

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

Part 3: Project Plan

6.   Project Stages

Work Breakdown Structure

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

Work Breakdown Structure (WBS)

1. INITIATE & PLAN	2. ASSESS & DEFINE	3. PREPARE SOLUTION	4. PRODUCTION READINESS	5. PRODUCTION	6. CLOSE
1.1 Initial Coordination	2.1 Solution Orientation	3.1 Initial System Deployment	4.1 Solution Validation	5.1 Go Live	6.1 Phase Close Out
1.2 Project/Phase Planning	2.2 Current & Future State Analysis	3.2 Configuration	4.2 Go Live Readiness	5.2 Transition to Client Services	6.2 Project Close Out
1.3 Infrastructure Planning	2.3 Conversion Assessment *	3.3 Process Refinement	4.3 End User Training	5.3 Post Go Live Activities	
1.4 Stakeholder Planning	2.4 Modification Analysis *	3.4 Conversion Delivery *			
1.5 GIS Planning	2.5 Data Assessment *	3.5 Modifications Delivery *			
		3.6 Data Delivery *			

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

6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides City of Joliet with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. City of Joliet gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with City of Joliet's team. During this step, Tyler will work with City of Joliet to establish the date(s) for the Project and Phase Planning session.

Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify City of Joliet project team.

STAGE 1	Initial Coordination																
	Tyler								City of Joliet								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	City of Joliet Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I		I		I						
City of Joliet project team is assigned									A	I	R	I	I	I			
Provide initial project documents to City of Joliet		A	R	C			C		I		I						
Gather preliminary information requested			I						A		R	C		C		C	C
Sales to implementation knowledge transfer		A	R	I	I	I	I				I						
Create Project Portal to store project artifacts and facilitate communication		A	R								I						

Inputs	Contract documents
	Statement of Work

Outputs/Deliverables	Completed initial project documents
	Project portal

Work package assumptions:

- Project activities begin after the agreement has been fully executed.

6.1.2 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify applications to implement in each Phase (if applicable), and discuss implementation timeframes.

During this work package Tyler will work with City of Joliet to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all City of Joliet Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to City of Joliet's Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.

Tyler will work with City of Joliet Project Team to prepare and deliver the Project Management Plan as an output of the planning meeting. This plan will continue to evolve and grow as the Project progresses and will describe how the project will be executed, monitored, and controlled.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize City of Joliet with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.

STAGE 1	Project/Phase Planning															
	Tyler							City of Joliet								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	City of Joliet Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads

	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	City of Joliet Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Schedule and conduct planning session(s)	A	R							I		C	C	I				
Develop Project Management Plan	A	R							I		C	C	I				
Develop initial project schedule	A	R	I	I	I	I		I	I	C	C	I	I	C		I	

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Project Management Plan	Delivery of document
	Project Operational Plan	Delivery of document
	Initial Project Schedule	City of Joliet provides acceptance of schedule based on resource availability, project budget, and goals.

Work package assumptions:

- City of Joliet has reviewed and completed the Guide to Starting Your Project document.

6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. This task is especially important for Tyler-hosted/SaaS deployment models. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. Tyler will install Licensed Software on application server(s) or train City of Joliet to install License Software. City of Joliet is responsible for the installation and setup of all peripheral devices.

Objectives:

- Ensure City of Joliet's infrastructure meets Tyler's application requirements.
- Ensure City of Joliet's infrastructure is scheduled to be in place and available for use on time.

STAGE 1	Infrastructure Planning																
	Tyler								City of Joliet								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	City of Joliet Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads

Provide Infrastructure Requirements and Design Document	A	R		C		C				I						I
Initial Infrastructure Meeting	A	R		C		C				C						C
*Schedule SaaS Environment Availability	A	R				C				I						
*Schedule Hardware to be Available for Installation		I			I		A	R								C
Schedule Installation of All Licensed Software	A	R				C				I						I
Infrastructure Audit	A	R				C				I						C

Inputs	1. Initial Infrastructure Requirements and Design Document

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	1. Completed Infrastructure Requirements and Design Document	Delivery of Document
	2. Infrastructure Audit	System Passes Audit Criteria

6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to City of Joliet Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in City of Joliet team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

Objectives:

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

STAGE 1	Stakeholder Meeting																
	Tyler								City of Joliet								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	City of Joliet Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Create Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C		I				

	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	City of Joliet Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Review Stakeholder Meeting Presentation		I	C						A	R	C						
Perform Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C	I	I	I	I	I	I

Inputs	Agreement
	SOW
	Project Management Plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Stakeholder Meeting Presentation	

Work package assumptions:

- None

6.1.5 GIS Preparation

GIS data is a core part of many Tyler applications. Other City of Joliet offices/products may also use this data and have different GIS requirements. A key focus of this preparation will be the process for developing the GIS data for use with Tyler applications. This can be an iterative process, so it is important to begin preparation early.

Objectives:

- Identify all City of Joliet GIS data sources and formats.
- Tyler to understand City of Joliet's GIS needs and practices.
- Ensure City of Joliet's GIS data meets Tyler product requirements.

STAGE 1	GIS Preparation																
	Tyler								City of Joliet								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	City of Joliet Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Initial GIS Planning Meeting		A	R				C				C						C
Determine all GIS Data Sources			I				I		A		R						C
Provide Source GIS Data			I				I		A		R						C
Review GIS Data and Provide Feedback		A	R				C				I						C

Inputs	GIS Requirements Document	

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Production Ready Map Data	Meets Tyler GIS Requirements.

Work package assumptions:

- GIS data provided to Tyler is accurate and complete.
- GIS data provided to Tyler is current.
- City of Joliet is responsible for maintaining the GIS data.

6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler's receipt of this stage acceptance.

Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to City of Joliet
- Stakeholder meeting complete
- GIS Data Production Ready
- Completed Infrastructure Requirements and Design Document
- System Passes Infrastructure Audit (as applicable)

6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current City of Joliet business processes. This information will be used to identify and define business processes utilized with Tyler software. City of Joliet collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on City of Joliet team knowledge transfer such as: eLearning, documentation, or walkthroughs. City of Joliet team will gain a better understanding of

the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler's solution.

Objectives:

- Provide a basic understanding of system functionality.
- Prepare City of Joliet for current and future state analysis.

STAGE 2	Solution Orientation																
	Tyler								City of Joliet								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	City of Joliet Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Provide pre-requisites			A	R							I	I		I	I		I
Complete pre-requisites											A	R		C			C
Conduct orientation			A	R							I	I		I	I		I

Inputs	Solution orientation materials
	Training Plan

6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

City of Joliet and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

City of Joliet will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is City of Joliet's responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget, and resource availability.

STAGE 2	Current & Future State Analysis																
	Tyler								City of Joliet								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	City of Joliet Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Current State process review			A	R	I	I	I				C	C	C	C			C
Discuss future-state options			A	R	C	C	C				C	C	C	C			C
Make future-state decisions (non-COTS)			C	C	C	C	C				A	R	I	C			C
Document anticipated configuration options required to support future state			A	R	C	C	C				I	I	I	I			I

Inputs	City of Joliet current state documentation
	Solution Orientation completion

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Documentation that describes future-state decisions and configuration options to support future-state decisions.	Delivery of document

Work package assumptions:

- City of Joliet attendees possess sufficient knowledge and authority to make future state decisions.
- City of Joliet is responsible for any documentation of current state business processes.
- City of Joliet can effectively communicate current state processes.

6.2.3 Conversion Assessment

Data Conversions are a major effort in any software implementation. Tyler's conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler system. The first step in this process is to perform an assessment of the existing ("legacy") system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.

Objectives:

- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- Map the data from the source to the Tyler system.
- Document the data conversion/loading approach.

STAGE 2	Data Conversion Assessment																
	Tyler								City of Joliet								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	City of Joliet Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Extract Data from Source Systems			I		C						A						R
Review and Scrub Source Data			I	I	I						A	R		C			I
Build/Update Data Conversion Plan			R	C	C						C	I	I	I			I

Inputs	City of Joliet Source data
	City of Joliet Source data Documentation (if available)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data Conversion Plan built/updated	City of Joliet Acceptance of Data Conversion Plan, if Applicable

Work package assumptions:

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with City of Joliet representatives to identify business rules before writing the conversion.
- City of Joliet subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

6.2.4 Intentionally left blank.

6.2.5 Intentionally left blank.

6.2.6 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Assess & Define Stage Deliverables:

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.
- Assess & Define Stage Acceptance Criteria:
- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.

6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by City of Joliet against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

Objectives:

- All licensed software is installed and operational.
- City of Joliet can access the software.

STAGE 3	Initial System Deployment (Hosted/SaaS)*																
	Tyler								City of Joliet								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	City of Joliet Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Prepare hosted environment			A				R				I						C
Install Licensed Software with Initial Database on Server(s) for			A				R				I						C

Included Environments														
Install Licensed Software on City of Joliet Devices (if applicable)		I			C				A					R
Tyler System Administration Training (if applicable)		A			R				I					C

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Licensed Software is Installed on the Server(s)	Software is accessible
	Licensed Software is Installed on City of Joliet Devices (if applicable)	Software is accessible
	Installation Checklist/System Document	System Passes
	Infrastructure Design Document (C&J – If Applicable)	

Work package assumptions:

- The most current available version of the Tyler Licensed Software will be installed.
- City of Joliet will provide network access for Tyler modules, printers, and Internet access to all applicable City of Joliet and Tyler Project staff.

6.3.2 Configuration

The purpose of Configuration is to prepare the software product for validation.

Tyler staff collaborates with City of Joliet to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. City of Joliet collaborates with Tyler staff iteratively to validate software configuration.

Objectives:

- Software is ready for validation.
- Educate City of Joliet Power User how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

STAGE 3	Configuration	
	Tyler	City of Joliet

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	City of Joliet Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct configuration training			A	R							I	C		C			
Complete Tyler configuration tasks (where applicable)			A	R							I	I		I			
Complete City of Joliet configuration tasks (where applicable)			I	C							A	R		C			
Standard interfaces configuration and training (if applicable)			A	R			C				I	C		C			C
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Documentation that describes future state decisions and configuration options to support future state decisions.

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Configured System	N/A

Work package assumptions:

- Tyler provides guidance for configuration options available within the Tyler software. City of Joliet is responsible for making decisions when multiple options are available.

6.3.3 Process Refinement

Tyler will educate City of Joliet users on how to execute processes in the system to prepare them for the validation of the software. City of Joliet collaborates with Tyler staff iteratively to validate software configuration options to support future state.

Objectives:

- Ensure that City of Joliet understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.

STAGE 3		Process Refinement															
		Tyler						City of Joliet									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	City of Joliet Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Conduct process training			A	R							I	C	I	C			
Confirm process decisions			I	C					A		R	C	I	C			
Test configuration			I	C							A	R		C			
Refine configuration (City of Joliet Responsible)			I	C							A	R		C			
Refine configuration (Tyler Responsible)			A	R							I	I		I			
Validate interface process and results			I	C			C				A	R		C			C
Update City of Joliet-specific process documentation (if applicable)			I	C							A	R		C			
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Initial Configuration
	Documentation that describes future state decisions and configuration options to support future state decisions.
	Solution validation test plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated solution validation test plan	
	Completed City of Joliet-specific process documentation (completed by City of Joliet)	

Work package assumptions:

- None

6.3.4 Conversion Delivery

The purpose of this task is to transition City of Joliet's data from their source ("legacy") system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, City of Joliet will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with City of Joliet to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.

Objectives:

- Data is ready for production (Conversion).

STAGE 3	Data Delivery & Conversion																
	Tyler								City of Joliet								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	City of Joliet Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Provide data crosswalks/code mapping tool			A	C	R						I	I		I			

	1	2	3	4	5	6	7	8	9	10	11	12	13
Populate data crosswalks/code mapping tool		I	C	C					A	R		C		
Iterations: Conversion Development		A	C	R					I					I
Iterations: Deliver converted data		A		R	I				I					I
Iterations: Proof/Review data and reconcile to source system		C	C	C					A	R		C		C

Inputs	
	Data Conversion Plan
	Configuration

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Code Mapping Complete / Validated	N/A
	Conversion Iterations / Reviews Complete	Conversion complete, verified, and ready for final pass

Work package assumptions:

- City of Joliet will provide a single file layout per source system as identified in the investment summary.
- City of Joliet subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- City of Joliet project team will be responsible for completing the code mapping activity, with assistance from Tyler.

6.3.5 Intentionally left blank.

6.3.6 Intentionally left blank.

6.3.7 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Installation checklist/system document.
- Conversion iterations and reviews complete.

Prepare Solution Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

6.4 Production Readiness

Activities in the Production Readiness stage will prepare City of Joliet team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with City of Joliet to review the status of the project and the organizations readiness for go-live.

6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that City of Joliet verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure City of Joliet organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation																
	Tyler								City of Joliet								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	City of Joliet Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Update Solution Validation plan			A	R	C						C	C		C			
Update test scripts (as applicable)			C	C	C						A	R		C			
Perform testing			C	C	C						A	R		C			
Document issues from testing			C	C	C						A	R		C			
Perform required follow-up on issues			A	R	C						C	C		C			

Inputs	Solution Validation plan
	Completed work product from prior stages (configuration, business process, etc.)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables

	Solution Validation Report	City of Joliet updates report with testing results

Work package assumptions:

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.

6.4.2 Go-Live Readiness

Tyler and City of Joliet will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure City of Joliet has considered its ability to successfully Go-Live. Issues and concerns will be discussed, and mitigation options documented. Tyler and City of Joliet will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

Objectives:

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

STAGE 4	Go-Live Readiness																
	Tyler								City of Joliet								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	City of Joliet Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I		I				I
Conduct Go-Live planning session		A	R	C							C	C	C	C	C		C
Order peripheral hardware (if applicable)			I							A	R						C
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I				C	C	I	I	I	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C			C
Final system infrastructure review (where applicable)			A				R				C						C

Inputs	Future state decisions

	Go-live checklist	

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated go-live checklist	Updated Action plan and Checklist for go-live delivered to City of Joliet

Work package assumptions:

- None

6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Train the Trainer: Tyler provides one occurrence of each scheduled training or implementation topic. City of Joliet users who attended the Tyler sessions may train additional users. Additional Tyler led sessions may be contracted at the applicable rates for training.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler's responsibility to develop City of Joliet specific business process documentation. City of Joliet-led training labs using City of Joliet specific business process documentation if created by City of Joliet can be added to the regular training curriculum, enhancing the training experiences of the end users.

Objectives:

- End users are trained on how to use the software prior to go-live.
- City of Joliet is prepared for on-going training and support of the application.

STAGE 4	End User Training																
	Tyler								City of Joliet								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	City of Joliet Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Update training plan		A	R	C							C	I			C		
End User training (Tyler-led)		A	R	C							C	C	I	C	C	C	
Train-the-trainer		A	R	C							C	C	I	C			
End User training (City of Joliet-led)			C	C							A	R	I	C	C	C	

Inputs	Training Plan
	List of End Users and their Roles / Job Duties
	Configured Tyler System

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	End User Training	City of Joliet signoff that training was delivered

Work package assumptions:

- City of Joliet project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with City of Joliet as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of City of Joliet departments.
- City of Joliet will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

6.4.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler's receipt of the stage acceptance.

Production Readiness stage deliverables:

- Solution Validation Report.
- Update go-live action plan and checklist.
- End user training.

Production Readiness stage acceptance criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and City of Joliet will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with City of Joliet to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to City of Joliet Services is complete for long-term operations and maintenance of the Tyler software.

6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, City of Joliet and Tyler will complete work assigned to prepare for Go-Live.

City of Joliet provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, City of Joliet manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with City of Joliet during Go-Live activities. City of Joliet transitions to Tyler software for day-to day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

Objectives:

- Execute day to day processing in Tyler software.
- City of Joliet data available in Production environment.

STAGE 5	Go-Live																
	Tyler								City of Joliet								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	City of Joliet Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			C		C						A						R
Final source data pushed into production environment, if applicable		A	C	R							I	C		C			C
Proof final converted data, if applicable			C	C	C						A	R		C			
Complete Go-Live activities as defined in the Go-Live action plan			C	C	C				A		R	C	I	C			
Provide Go-Live assistance		A	R	C	C			I			C	C	I	C		I	C

Inputs	Comprehensive Action Plan for Go-Live
	Final source data (if applicable)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data is available in production environment	City of Joliet confirms data is available in production environment

Work package assumptions:

- City of Joliet will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- City of Joliet business processes required for Go-Live are fully documented and tested.

- City of Joliet Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- City of Joliet Project Team and Power User's provide business process context to the end users during Go-Live.
- The Tyler Go-Live support team is available to consult with City of Joliet teams as necessary.
- The Tyler Go-Live support team provides standard functionality responses, which may not be tailored to the local business processes.

6.5.2 Transition to City of Joliet Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of City of Joliet onto the Tyler City of Joliet Services team, who provides City of Joliet with assistance following Go-Live, officially transitioning City of Joliet to operations and maintenance.

Objectives:

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to City of Joliet teams for key processes and subject areas.

STAGE 5	Transition to City of Joliet Services																
	Tyler								City of Joliet								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	City of Joliet Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Transfer City of Joliet to City of Joliet Services and review issue reporting and resolution processes	I	I	A	I	I			R	I	I	C	C		C			
Review long term maintenance and continuous improvement			A					R			C	C		C			

Inputs	Open item/issues List

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	City of Joliet Services Support Document	

Work package assumptions:

- No material project issues remain without assignment and plan.

6.5.3 Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

Objectives:

- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

STAGE 5	Post Go-Live Activities																
	Tyler								City of Joliet								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	City of Joliet Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Schedule contracted activities that are planned for delivery after go-live	A	R	C	C	C	C	I				C	C	I	C			C
Determine resolution plan in preparation for phase or project close out	A	R	C	C	C		I				C	C	I	C			

Inputs	List of post Go-Live activities

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

Work package assumptions:

- System is being used in a live production state.

6.5.4 Control Point 5: Production Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler's receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- City of Joliet services support document is provided.

6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. City of Joliet transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler City of Joliet Services).

6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler City of Joliet Services team will assume ongoing support of City of Joliet for systems implemented in the Phase.

Objectives:

- Agreement from Tyler and City of Joliet teams that activities within this phase are complete.

STAGE 6	Phase Close Out																
	Tyler								City of Joliet								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	City of Joliet Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C						
Hold post phase review meeting		A	R	C	C	C	C				C	C	C	C			C
Release phase-dependent Tyler project resources	A	R	I								I						

Participants	Tyler	City of Joliet
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)
	Implementation Consultants	Functional Leads, Power Users, Technical Leads
	Technical Consultants (Conversion, Deployment, Development)	

Inputs	Contract
	Statement of Work
	Project artifacts

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Final action plan (for outstanding items)	
	Reconciliation Report	
	Post Phase Review	

Work package assumptions:

- Tyler deliverables for the phase have been completed.

6.6.2 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time City of Joliet may choose to begin working with City of Joliet Services to look at continuous improvement Projects, building on the completed solution.

Objectives:

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to City of Joliet teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out																
	Tyler								City of Joliet								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	City of Joliet Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct post project review		A	R	C	C	C	C				C	C	C	C			C
Deliver post project report to City of Joliet and Tyler leadership	I	A	R						I	I	C						
Release Tyler project resources	A	R	I								I						

Inputs	Contract	
	Statement of Work	

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Post Project Report	City of Joliet acceptance; Completed report indicating all project Deliverables and milestones have been completed

Work package assumptions:

- All project implementation activities have been completed and approved.
- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Close Stage Deliverables:

- Post Project Report.

Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have been completed.

7. General Assumptions

Tyler and City of Joliet will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a few assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- City of Joliet Project Team will complete their necessary assignments in a mutually agreed upon timeframe to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to City of Joliet project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.

- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, City of Joliet is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring City of Joliet to make process changes.
- City of Joliet is responsible for defining, documenting, and implementing their policies that result from any business process changes.

7.2   Organizational Change Management

Unless otherwise contracted by Tyler, City of Joliet is responsible for managing Organizational Change. Impacted City of Joliet resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is ensuring that impacted City of Joliet resources understand the value of the change, and why they are being asked to change.

7.3   Resources and Scheduling

- City of Joliet resources will participate in scheduled activities as assigned in the Project Schedule.
- City of Joliet team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and City of Joliet will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget, and schedule) will be assessed and documented as part of the change control process.
- City of Joliet will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- City of Joliet makes timely Project related decisions to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- City of Joliet will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- City of Joliet will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

7.4   Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- City of Joliet is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.

- Tyler will work closely with City of Joliet representatives to identify business rules before writing the conversion. City of Joliet must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.
- City of Joliet will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- City of Joliet Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- City of Joliet is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)

7.5 Facilities

- City of Joliet will provide dedicated space for Tyler staff to work with City of Joliet resources for both on-site and remote sessions. If Phases overlap, City of Joliet will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- City of Joliet will provide staff with a location to practice what they have learned without distraction.

8.   Glossary

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

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

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

Part 4: Appendices

9. Conversion

9.1 Data Conversion Process for Enterprise Permitting & Licensing Enterprise Server

9.1.1 Overview:

This document is an introduction to the SQL Server EG_Template database and how to populate it.
The Full Conversion is the same process, as the Templated. However, with the Full Conversion option, Tyler is responsible for the data import instead of City of Joliet.

9.1.2 Modularized Design:

As with the Enterprise Permitting & Licensing software, the EG_Template db is sectioned into modules. Each contains one master table at the top of the chain (ex. 'permit' for the Permit module). Within each module, various child tables branch below the master table for the associated module (ex. 'permit_address', 'permit_note', etc.).

Some tables cross multiple modules. The most notable of these involve inspections and payment transactions.

The EG_Template database includes database diagrams, which indicate the tables and their relationships to each module.

9.1.3 Required Fields:

In the Enterprise Permitting & Licensing software, some fields are "Required Fields," and the associated columns must be populated for records to be written to the Enterprise Permitting & Licensing db. On occasion, these required fields will not be available in the legacy source data, so a simple default value can be written to the EG_Template db to fulfill any NOT NULL constraint.

Dropdown picklist columns restrict the user from entering certain values in the Enterprise Permitting & Licensing db. Conversely, drop-down fields do not have a restriction on values written to the EG_Template db. Therefore, exact spelling or careful matching to the Enterprise Permitting & Licensing configured values is not a requirement for fields intended for Enterprise Permitting & Licensing drop-down fields. Tyler maps the values through a separate table to translate the values to the appropriate Enterprise Permitting & Licensing value during conversion and collaborates with City of Joliet to validate the resulting mappings during the development phase of the conversion.

9.1.4 Custom Fields (any fields not available in the master table for the module in question):

Most legacy systems have some attribute fields that are not specified in the corresponding master table within EG_Template. Tyler refers to these as custom fields. Within each module exists a child table for such custom fields. Since these fields are specific to the legacy system(s), City of Joliet may add columns to these

tables in EG_Template to accommodate any needed custom fields in the migration. For example, 'permit_additional_fields' is the table for extra fields relating to the 'permit' records.

9.1.5 Gap Handling (where legacy data doesn't fit anywhere within EG_Template):

On occasion, legacy systems contain special features for which Enterprise Permitting & Licensing does not account in the EG_Template db. As a result, the need may arise to develop a modified solution to address special cases.

9.1.6 Contacts:

Contacts generally fall into two categories:

1. Those managed with each person/company having one contact record, kept up to date over time. With this model, there is generally no duplication of contact records (except when created by mistake).

2. Contacts where the user enters the contact attribute info on each permit, case, license, etc. With this model, there is no single master record representing the contact itself and there is likely considerable duplication of contacts.

Enterprise Permitting & Licensing stores contacts as in category 1 above. Tyler migrates contacts put into EG_Template without a master 'contact' record link (category 2 above) into custom field memo boxes to avoid duplication of contacts within the Enterprise Permitting & Licensing contact repository. For example, when populating the permit contacts, for contacts in category 1, input the record into the 'permit_contact' table. Input contacts for category 2 into the 'permit_contact_no_key' table.

9.1.7 Multiple Legacy Data Sources:

When presenting multiple data sources, ensure population of EG_Template for all data sources. At the main table level, an optional column exists for the legacy data source. Tyler provides this column to easily count or research records originating from a particular legacy data source.

9.1.8 Overall Architecture of Conversion:

There are 3 SQL Server databases involved in the conversion process.

1. EG_Template (for legacy data)

3. Enterprise Permitting & Licensing (the production Enterprise Permitting & Licensing db)

4. A database containing all conversion processes and mapping tables; maintained by Tyler's data conversion team. This db translates the data from EG_Tempate into the Enterprise Permitting & Licensing db.

EG_Template

- All legacy data sources populated into one db within the templated table structure.

→

Mapping and Conversion Code

- Db used to map/translate data before passing into **Enterprise Permitting & Licensing**. Stored procedures and functions exist in this db, which becomes the conversion source code.

→

Enterprise Permitting & Licensing DB

- **Enterprise Permitting & Licensing** db used by the **Enterprise Permitting & Licensing** software.

9.1.9 Progression of Conversion Development Process:

Step	Step Name	Responsible Party	Notes
1	Provide empty EG_Template database to City of Joliet	Tyler	Database format will be SQL Server
2	Load legacy data into template database	City of Joliet	If there are multiple legacy data sources, all should be loaded into the one template SQL database.
3	Mapping process	Tyler /City of Joliet	Dependent on completed Enterprise Permitting & Licensing configuration Spreadsheets will be used to communicate mapping values. Mapping questions may arise and both parties may need to discuss these until answers are agreed upon.
4	Import-specific configuration changes to Enterprise Permitting & Licensing	Tyler	Certain fields or values may need to exist for imported records only. These usually require some minor Enterprise Permitting & Licensing configuration changes.
5	Customize conversion scripts	Tyler	Minor customization can be expected for many conversions, based on special requests from City of Joliet. Any special requests would also be added into the conversion scripts at this time.
6	Conversion execution	Tyler	Resulting Enterprise Permitting & Licensing database will be provided to City of Joliet team for review.
7	Review and either sign-off or request changes	City of Joliet	City of Joliet team will review the data and the interaction with it in the Enterprise Permitting & Licensing software. If it meets City of Joliet's needs, sign-off will occur. If not, certain steps above may need to be repeated until City of Joliet signs off on the conversion

9.1.10 Progression of Final Conversion Cutover Process (Go-Live):

Step	Step Name	Responsible Party	Notes
1	Load legacy data into template database	City of Joliet	This should just be an up-to-date extract of the legacy data into the template db.
2	Conversion execution	Tyler	Resulting Enterprise Permitting & Licensing database will be provided to City of Joliet team. This will be the production Enterprise Permitting & Licensing db.
3	Go-Live	Tyler /City of Joliet	Verification of Enterprise Permitting & Licensing db and site functionality - Data Conversion sign-off Move to production phase

9.1.11 Data Import Areas:

9.1.12 Business Management

- Business entity (Only for Business Licensing)
- License master basic information
- License Contacts
- Contacts – Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or a standard note Parcel and Addresses
- Reviews and Approvals – Converted to Activity
- Fees
- Bonds and Escrow
- Activities and Actions
- Conditions
- Notes
- Holds
- Initialized Workflows
- Attachments
- Contractors
- Business Types & NAICS codes
- Payment and Fee History

9.1.13 Community Development: Code Cases

- Code Case master basic information
- Code Case Contacts and Properties
- Contacts – Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or a standard note
- Parcels and Addresses
- Reviews and Approvals – Converted to Activity Active Fees
- Activities and Actions
- Notes
- Holds

- Initialized Workflows
- Attachments
- Violations

  - Fees
  - Payments
  - Notes

- Meetings and Hearings
- Zones
- Requests
- Payment and Fee history

9.1.14 Community Development: Permits

- Permit master basic information
- Permit Contacts
- Contacts – Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or a standard note
- Parcels and Addresses
- Reviews and Approvals – Converted to Activity
- Inspections and Inspection Cases
- Sub-Permit Associations – Visible in workflow and attached records section
- Fees
- Meetings and Hearings
- Bonds and Escrow
- Activities and Actions
- Conditions
- Notes
- Zones
- Holds
- Renewals
- Initialized Workflows
- Attachments
- Contractors
- Projects
- Payment and Fee History

9.1.15 Community Development: Plans

- Plan master basic information
- Plan Contacts
- Contacts – Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or a standard note
- Parcels and Addresses
- Reviews and Approvals – Converted to Activity
- Inspections and Inspection Cases
- Fees
- Meetings and Hearings
- Bonds and Escrow

- Activities and Actions
- Conditions
- Notes
- Zones
- Holds
- Initialized Workflows
- Attachments
- Projects
- Payment and Fee history
-

10. Additional Appendices

10.1 Intentionally left blank.

11. Project Timeline

11.1 Enterprise Permitting & Licensing 16 Month Timeline
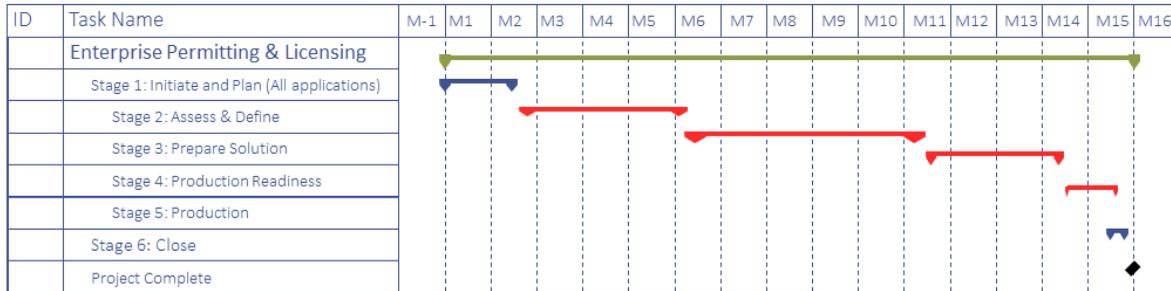
This timeline is an example. Please use it as a general guide...ONLY. Its purpose is to demonstrate the order in which various products are typically implemented and the potential overlap of stages for each phase. The exact timing of each deliverable depends on many factors including, but not limited to, the client's ability to commit resources to the project, client blackout dates, and the alignment of client business practices with Tyler implementation methodology. Tyler makes no guarantees that implementation schedules will align with this example.

File #: TMP-9581	**Agenda Date:** 4/1/2026

TO: Communication, Technology and Information Systems Committee

FROM: Chris Sternal, Director of Information Technology

SUBJECT:
Award of Contract to Tyler Technologies for Time Clock Upgrade in the Amount of $47,700.00

BACKGROUND:
The City currently utilizes legacy time clocks for employee attendance tracking. These devices are approaching end-of-life, and vendor communications indicate Windows Touchtime clocks will be obsolete by October 2026, creating risk around supportability and reliability.

CONCLUSION:
To improve accuracy, security and efficiency, upgrading to Tyler Technologies Touch Screen 10" clocks with proximity readers will enable employees to punch in/out using their existing employee badge. A pilot program at City Hall confirmed successful badge-based punching and positive employee feedback.

Key features include:
- Badge-based authentication (proximity reader)
- Touch Screen Interface (10")
- Clock In/Out, Approve Time, View Accruals, Request Time Off
- Standard maintenance plan with same-day replacement shipping

This upgrade will:
- Improve employee experience and operational efficiency
- Enhance security with badge-based authentication and optional two-factor
- Future proof out timekeeping system ahead of October 2026 obsolescence

Section 2-438 of the City of Joliet Code of Ordinances states that purchases whose estimated cost is in excess of twenty-five thousand dollars ($25,000.00) may be awarded without written specifications or bidding under certain circumstances. Three of these circumstances apply:
(b) Purchases for additions to and repairs and maintenance of equipment owned by the City which may be more efficiently added to, repaired or maintained by a certain person;
(f) Purchases when authorized by a concurring vote of two-thirds of the Mayor and City Council;
(g) Purchases of professional services.

Sufficient Funds exist utilizing the Information Technology Infrastructure Repairs & Maintenance budget (Org 04013000, Object 524300, $47,700.00)

RECOMMENDATION:

It is recommended that this item be forwarded to City Council with a recommendation to approve.

Time Clock Options and Pricing

Touch Screen Clocks 7"

No reader: employees manually key in identification on keypad	$2,095.00
Barcode device: reads barcode badge	$2,595.00
Mag device: reads mag stripe	$2,365.00
Proximity reader: reads proximity enabled badges/tags	$2,365.00
Biometric reader: reads employee's fingerprints	$2,595.00
Facial Recognition: reads employee's face	$2,595.00
Biometric with either proximity, mag, barcode, or facial recognition	$2,895.00

Touch Screen Clocks 10"

No reader: employees manually key in identification on keypad	$2,355.00
Barcode device: reads barcode badge	$2,875.00
Mag device: reads mag stripe	$2,650.00
Proximity reader: reads proximity enabled badges/tags	$2,650.00
Biometric reader: reads employee's fingerprints	$2,875.00
Facial Recognition: reads employee's face	$2,875.00
Biometric with either proximity, mag, or barcode reader	$3,175.00

All clocks are under a standard maintenance plan beginning when the clocks are shipped. This includes replacement of your current clock if it cannot be fixed through the standard helpdesk process. A clock will be shipped out the same day if the order is placed before 12:00 p.m. Eastern Time. Otherwise, the clock will be shipped the following day.

Clock Features		
Functionality	**Touch Screen 7"**	**Touch Screen 10"**
Clock In/Out	Yes	Yes
Approve Time — Employee & Supervisor	Yes	Yes
View Accrual Balances	Yes	Yes
Keyboard (Pin Pad)	Yes	Yes
Request Time Off	Yes	Yes
Edit Hours (Project Codes, Positions, etc)	Yes	Yes
Two-Factor Authentication	Yes	Yes
Check In	Yes	Yes
Technical	**Touch Screen 7"**	**Touch Screen 10"**
POE+ (Powered Through Ethernet Port)	Included	Included
POE Splitter	See Above	See Above
POE Injector	Optional	Optional
Battery Backup	Included	Included
Wireless	Optional	Optional
Communication	HTTPS	HTTPS
VPN Needed?	No. Secure connection via wireless, if needed.	No. Secure connection via wireless, if needed.
Environmental	**Touch Screen 7"**	**Touch Screen 10"**
NEMA Enclosure (Clock fits inside for high traffic areas or outside in the elements)	Optional: $350	Optional: $350

tyler technologies

Testing Your Badges

Testing your organization's existing badges or fobs ensures they are compatible with time clocks for Time & Attendance. Follow the instructions below and our team can begin compatibility testing.

- Send your sample badge and/or fob to the address below. If there are various types you plan on using with the clock, please send one sample of each.

- Fill in the information below and include with the package.

- Once received testing should be done within 3 to 4 business days and you will be contacted by your account representative with your results.

- Your samples will be sent back within approximately two weeks.

PLEASE SEND TO:
Control Module, Inc.
Attn: Badge Test/Craig Normandin
89 Phoenix Ave. Enfield, CT 06082
Cnormandin@controlmod.com

Include the form below in your package:

- -

Time Clock Badge Test

Organization Name: _____

Your Name:_____

Phone: _____

Email: _____

Return Address: _____

Tyler Technologies Representative: _____

How many samples are included in your package: _____

Proximity Badges

If the badge ID is not printed on the card please provide the internal ID number: _____

If the external ID printed on the card does not match the internal badge ID please provide the internal badge ID number: _____

Empowering people who serve the public®

tyler technologies

Sales Quotation For:

JOLIET, IL

ATTN: CHRISTOPHER STERNAL

JOLIET IL 60432

Shipping Address:

City of Joliet

150 W Jefferson St

Joliet IL 60432-4158

3rd Party Hardware, Software and Services

Description	Qty	Unit Price	Unit Discount	Total Price	Unit Maint/SaaS	Maint/SaaS Discount	Total Maint/SaaS
Touchscreen 10: Proximity Reader (HID)	18	$ 2,650.00	$ 0.00	$ 47,700.00	$ 265.00	$ 0.00	$ 4,770.00
TOTAL				**$ 47,700.00**			**$ 4,770.00**

Summary	One Time Fees	Recurring Fees
Total Tyler License Fees	$ 0.00	$ 0.00
Total SaaS	$ 0.00	$ 0.00
Total Tyler Services	$ 0.00	$ 0.00
Total Third-Party Hardware, Software, Services	$ 47,700.00	$ 4,770.00
Summary Total	**$ 47,700.00**	**$ 4,770.00**

Client's purchase of the items listed above is subject to the Comments below
Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held

For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
  - Implementation and other professional services fees shall be invoiced as delivered.
  - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
  - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
  - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately

following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.

- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Your acquisition of clocks and/or clock maintenance is subject to the following terms: https://www.tylertech.com/terms/execution-clock-terms.

City of Joliet

Memo

File #: TMP-9681   **Agenda Date:** 4/1/2026

TO: Communication, Technology & Information Systems Committee

FROM: Chris Sternal, Director of IT

SUBJECT:

Resolution Authorizing Execution of an Intergovernmental Cooperation Agreement Between the City of Joliet and the Joliet Park District

BACKGROUND:

The Illinois Intergovernmental Cooperation Act authorizes municipalities to enter into agreements with other public agencies for the performance of governmental services. The City of Joliet and the Joliet Park District have identified a need for enhanced security measures at the District's property, which can be achieved through the installation of cameras.

CONCLUSION:

The purpose of this Agreement is to establish the terms and conditions under which the City is authorized to install, operate, and maintain surveillance cameras and related equipment on property owned or controlled by the District, as mutually agreed upon by the parties. This Agreement also sets forth the City's obligation to indemnify and hold harmless the District from any claims, liabilities, or damages arising out of or related to the installation, operation, or maintenance of such equipment.

RECOMMENDATION:

It is recommended that this item be forwarded to City Council with a recommendation to approve.

AGREEMENT WITH JOLIET PARK DISTRICT FOR CAMERA PODS

This Agreement ("Agreement") is made and entered into as of_____, by and between the City of Joliet ("City") and Joliet Park District ("District").

Purpose:

The purpose of this Agreement is to establish the terms and conditions under which the City is authorized to install, operate, and maintain surveillance cameras and related equipment on property owned or controlled by the District, as mutually agreed upon by the parties. This Agreement also sets forth the City's obligation to indemnify and hold harmless the District from any claims, liabilities, or damages arising out of or related to the installation, operation, or maintenance of such equipment.

Installation and Maintenance:

The City shall be responsible for the installation, operation, and maintenance of the camera and related equipment. The City shall ensure that the installation and maintenance activities do not interfere with the District's operations.

Access:

The District grants the City access to the property for the purpose of installing, operating, and maintaining the camera and related equipment. The City shall coordinate with the District to schedule access to the property.

Incident Reporting and Video Preservation:

In the event an incident occurs at a park where cameras are installed under this Agreement, the District shall promptly report the incident to the City. Upon receiving such notification, the City shall preserve all relevant video footage for investigative purposes. The City shall document the incident and any video preserved or downloaded as evidence to ensure accountability, quality control, and oversight. Consistent with standard procedures, the City shall provide the District, as the victim or reporting party, with the applicable video footage related to the incident.

Indemnification:

The City agrees to indemnify and hold harmless the District, its officers, employees, and agents from any and all claims, liabilities, damages, and expenses arising out of or in connection with the installation, operation, and maintenance of the camera and related equipment at the District's property.

Liability:

The City shall be responsible for any damage to the District's property resulting from the installation, operation, and maintenance of the camera and related equipment.

Maintenance Responsibilities:

The City shall be responsible for the regular maintenance and upkeep of the camera and related equipment. The City shall promptly address any issues or malfunctions and ensure that the equipment is always in proper working order.

Term:

This Agreement shall remain in effect until terminated by either party upon 30 days written notice. Upon termination, the City shall remove the camera and related equipment within 30 days.

Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

Entire Agreement:

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

City of Joliet

By: _____

Name: _____

Title: _____

Joliet Park District

By: _____

Name: _____

Title: _____

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE CITY OF JOLIET AND THE JOLIET PARK DISTRICT (CAMERA AGREEMENT)

WHEREAS, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) authorizes municipalities to exercise jointly with any public agency of the State, including other units of local government, any power, privilege, or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities, and undertakings; and

WHEREAS, pursuant to Article 7, Section 10 of the 1970 Constitution of the State of Illinois, the City and the Park District are empowered to contract for the purposes set forth therein; and

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET PURSUANT TO ITS STATUTORY AND HOME RULE POWERS AS FOLLOWS:

SECTION 1: The Mayor and City Council hereby find that the recitals contained in the Preamble to this Resolution are true, correct, and complete.

SECTION 2: The City Manager is hereby authorized to execute the Intergovernmental Cooperation Agreement, which is substantially the same as Exhibit "A," with the Joliet Park District. The City Manager is hereby authorized to take such action as may be necessary for the City to comply with the terms thereof.

SECTION 3: Each section and part thereof of this Resolution is deemed to be severable, and should any section or part hereof be held invalid or unconstitutional by any court of competent jurisdiction, such ruling shall not affect the validity or constitutionality of the remaining portion(s) of this Resolution.

SECTION 4: All resolutions or parts thereof in conflict with the terms of this Resolution are hereby repealed and of no further force and effect to the extent of such conflict.

SECTION 5: This Resolution shall be in effect immediately upon its passage.

PASSED this _____ day of _____, 2025

_____   _____
MAYOR   **CITY CLERK**

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

File #: TMP-9684   **Agenda Date:** 4/1/2026

TO: Communication, Technology & Information Systems Committee

FROM: Chris Sternal, Director of IT

SUBJECT:
Award of Contract to Xerox Business Solutions for Three Year Managed Print Services in the Amount of $349,698.23

BACKGROUND:
The City operates a fleet of approximately 120 print output devices across all departments. Managed Print Services have been utilized since 2013 to maintain the fleet, provide supplies, and support centralized device management. The most recent renewal of these services with Xerox Business Solutions Midwest (XBS) was approved for the 2025 operating year.

In anticipation of the expiration of the current contract, RFP 2966-0426 was issued for Managed Print Services. Two vendors responded: Xerox Business Solutions Midwest and Marco Technologies. Marco's proposal included a full replacement of the City's entire printer fleet, whereas Xerox recommended replacement of only end-of-life and end-of-service devices, resulting in a more cost-effective and operationally appropriate solution for the City.

CONCLUSION:
After reviewing the proposals submitted, Xerox Business Solutions Midwest offers the most advantageous and fiscally responsible solution. Their targeted replacement strategy avoids unnecessary device turnover while continuing to provide reliable service, automated supply management, proactive fleet monitoring, and strong local support.

Cost Summary - Xerox Proposal

Cost Component	Amount	Details
Monthly MPS Cost	$2,720.00/month	Includes fleet coverage with monthly allowances of 120,000 B/W and 22,000 color prints.
Annual MPS Cost	$32,640.00/year	Based on the monthly contract rate.
Three-Year MPS Cost	$97,920.00	36 months × $2,720.00.
Overage Rates	B/W: $0.0075/print Color: $0.07/print	Applies only beyond the included monthly allowance.
Annual Not-to-Exceed Amount	$81,000/year	Covers anticipated overages and pay-per-print for HP/Lexmark devices.
One-Time Replacement Device Cost	$8,778.23	For end-of-life device replacements identified in the proposal.

Xerox's proposal ensures continuity of service, meets the City's operational requirements, and prevents unnecessary capital expenditure on device replacements.

Year One (2026) - $122,418.23 (includes MPS fees, anticipated overage fees and one time device replacement costs)
Year Two (2027) - $113,640.00 (includes MPS fees and anticipated overage fees)
Year Three (2028) - $113,640.00 (includes MPS fees and anticipated overage fees)

Section 2-438 of the City of Joliet Code of Ordinances states that purchases whose estimated cost is in excess of twenty-five thousand dollars ($25,000.00) may be awarded without written specifications or bidding under certain circumstances. Three of these circumstances apply:

(b) Purchases for additions to and repairs and maintenance of equipment owned by the City which may be more efficiently added to, repaired or maintained by a certain person;

(f) Purchases when authorized by a concurring vote of two-thirds of the Mayor and City Council;

(g) Purchases of professional services.

Sufficient Funds exist for 2026: year one of the contract, utilizing the Information Technology Infrastructure Printing budget (Org 04013000, Object 525500, $122,418.23). This will be budgeted appropriately for the consecutive years on the contract.

RECOMMENDATION:
It is recommended that this item be forwarded to City Council with a recommendation to approve.

March 19, 2026

City of Joliet

Contract No. 2966-0426
Managed Print Services

Prepared By: Point of Contact for RFP:
Jane Johnson, Director of RFP Support Team
Jane.Johnson@xerox.com
814-360-7895

John Benjamin
Major Account Executive – Education/Government
John.Benjamin@xerox.com
815-954-3403

xerox Business Solutions

City of Joliet
150 W. Jefferson Street
Joliet, IL 60432

Xerox Business Solutions
3 Territorial Court
Bolingbrook, IL 60440

Good afternoon,

Thank you for your interest in our products and services. We are excited about our enclosed proposal for the Managed Print Services RFP. We have thoroughly reviewed your requirements and are proposing a compliant solution that will ensure the provision of copiers as well as excellent service to you and your department end users.

Our goal is to listen to you and respond with the elements you are looking for in a professional partnership, then leverage the latest technology to provide a turnkey solution that meets your needs at a competitive price. We feel the enclosed proposal demonstrates our commitment to implement standardized, cost-effective replacement devices that will provide long term value, all backed by industry leading customer service.

Our ability to continuously meet and exceed our customers' expectations rests in our care in defining measurable objectives each step of the way. An incredible level of detail goes into dimensioning our approach. Factors such as:

- Holistic approach to assessing, architecting and implementing an intelligent work solution that aligns with your goals
- Ensuring that equipment placed in City of Joliet facilities receive high quality service, maintenance and support
- A vendor with a support team in place to facilitate on-site training, billing and administrative needs

Some key consideration points include:

- Genuine OEM Parts and Supplies to maximize reliability
- Customized local billing with one simplified monthly invoice
- Vendor financial stability and good standing that ensures ability to fulfill requirements of the contract
- Local coverage with one point of contact for account management
- Online vendor portal for fleet management, invoices, meters and service date
- Factory trained and certified tenured technicians based locally
- Guaranteed service response times
- Business reviews to give stakeholders vision into fleet performance, technology utilization and service response time

We appreciate the opportunity to initiate a partnership. Thank you for your consideration of this proposal and we look forward to your comments.

Sincerely,
Jane Johnson
Director of RFP Support Team

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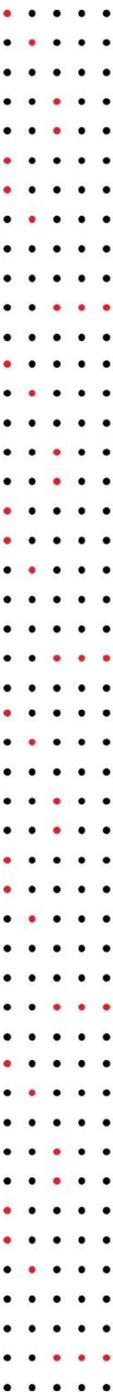
1. Vendor Information
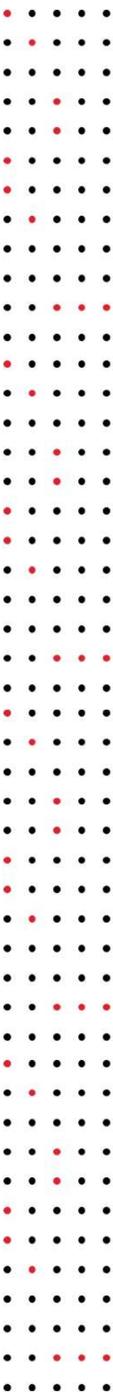
For decades, we have provided superior document management hardware and software solutions to businesses throughout the region. We represent the industry's leading document imaging companies offering a range of products. We have been in the document output technology business since for over 30 years, and we have been a leader in developing and staying current with new hardware and software trends for decades.

We have organically grown to provide other products and services such as Software Solutions, Production Color, Wide Format, Printing and Scanning.

Company History

Xerox Business Solutions was established as an extension of Xerox Corporation to provide localized, customer-focused service. With a legacy spanning over a century, Xerox has continuously evolved to meet the dynamic needs of businesses. Key milestones in our history include:

- **Founding of Xerox (1906)**: Established as The Haloid Photographic Company, later becoming Xerox Corporation, pioneering the photocopier industry.

- **Introduction of Laser Printing (1970s)**: Revolutionizing document management with high-speed printing technology.

- **Expansion into Digital Solutions (1990s-2000s)**: Integrating software and cloud-based document management tools.

- **Creation of Xerox Business Solutions (2010s-Present)**: A network of regional subsidiaries providing specialized support to businesses of all sizes.

Our history reflects a commitment to innovation, adaptability, and excellence in delivering business solutions.

Company Values:

Since our inception, we have operated under the guidance of six core values:

- We behave responsibly as a corporate citizen

- We succeed through satisfied customers

- We deliver quality and excellence in all we do.

- We require premium return on assets.

- We use technology to develop market leadership.

- We value our employees.

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Company Profile

Xerox Business Solutions, LLC
A Subsidiary of Xerox Corporation
Years in Business: 30+ Years
D&B #: 849852389
TAX ID: 59-3247752
Number of Employees: 551
Headquarters: 401 Merrit 7
Norwalk, Connecticut 06851
Main Phone: (800)797-7307
Parent Company: Xerox
Total Employees: 22,000

Key contact authorized to respond to questions regarding this proposal and contract negotiation:

Jane Johnson
Director of Strategic Accounts
Main Phone: (814) 360-7895
Email: jane.johnson@xerox.com

Local Branch and Key Account Management Support Team

3 Territorial Court
Bolingbrook, IL 60440

John Benjamin
Major Account Executive – Education/Government
John.Benjamin@xerox.com
815-954-3403

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Qualifications

Xerox Business Solutions brings a wealth of expertise in document management, digital transformation, and managed print services. Our qualifications include:

- Industry Leadership: With decades of experience, XBS is a pioneer in business technology solutions, consistently driving advancements in document management and automation.

- Comprehensive Service Offerings: From managed print services to cloud-based document solutions, we provide end-to-end support to enhance workflow efficiency.

- Certified Professionals: Our team consists of highly trained specialists certified in various technologies, ensuring expert consultation and service delivery.

- Strategic Partnerships: We collaborate with leading technology providers to integrate best-in-class solutions tailored to specific business needs.

Xerox Business Solutions ensures that the above values are the forefront of all business actions by ensuring customer satisfaction, improving processes, committing to our goals and providing innovative ways to achieve them. Our local autonomy and leadership enable us to be a single-source solution for every facet of document imaging. This combination provides your business with both the credibility of a worldwide corporation and the reliability of a locally owned company. With our product and solution experts, professional service team, expert local billing department, and tenured account management team, we are the number-one solution you have been looking for in a partner.

Experience

With decades of experience serving industries such as healthcare, education, government, finance, and legal, XBS has successfully implemented solutions for organizations of all sizes. Our expertise includes:

- Managed Print Services (MPS): Reducing costs and improving efficiency through print fleet optimization and secure document management.

- Workflow Automation: Implementing intelligent automation solutions to streamline operations and eliminate manual inefficiencies.

- Cloud-Based Document Solutions: Enabling secure access to documents from anywhere, ensuring seamless collaboration.

- Cybersecurity & Compliance: Providing secure printing and document management solutions that meet regulatory requirements.

- Customer-Centric Approach: A track record of long-term partnerships built on reliability, innovation, and continuous support.

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References

Contact Information
Joliet Junior College Matt Stephenson, Director of Business and Auxiliary Svcs. / 815-280-6640 Matt.stephenson@jjc.edu Scope: We provide support and service for the fleet of Xerox and HP printers(approx. 210 devices), PaperCut software, and high-quality production printers.
Joliet School District 86 John Armstrong, Director of Technology and Innovation Svcs. / 815-740-3196 jarmstrong@joliet86.org Scope: We provide support, service, and upgrades for the fleet of Xerox and HP printers(approx. 90 devices), PaperCut software, and high-quality production printers.
City of Berwyn Gema Romero, IT Support Manager / 708-788-2660 gromero@ci.Berwyn.il.us Scope: We provide service and upgrades for the fleet of A4 printing devices(approx. 35 devices)

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Local Presence, National Reach and a Global Identity


📍 **Xerox Business Solutions Office**   🛡 **Network Operations Center**

Our teams are passionate about creating local relationships that go beyond a simple product. We are committed to guiding local businesses of all types and sizes towards making a digital transformation in the way they work.

Xerox Business Solutions provides a level of local account management that cannot be beat.

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# 2. Understanding of the City of Joliet RFQ

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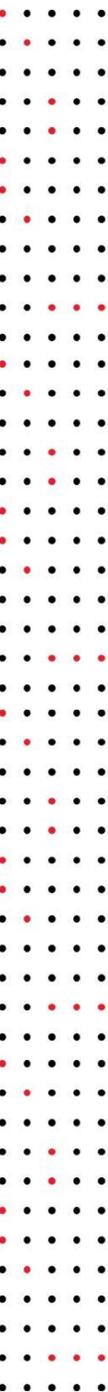
# Understanding of the City of Joliet RFQ

XBS understands the City of Joliet's requirements:

- Single-vendor MPS covering all departments and satellite offices.
- Accurate device inventory and mapping.
- SLA-driven service and supply fulfillment.
- Detailed reporting and optimization recommendations.
- Smooth implementation and account management processes.

Xerox Business Solutions commits to providing a solution that meets all technical and operational requirements, including SLA compliance and optimization recommendations..

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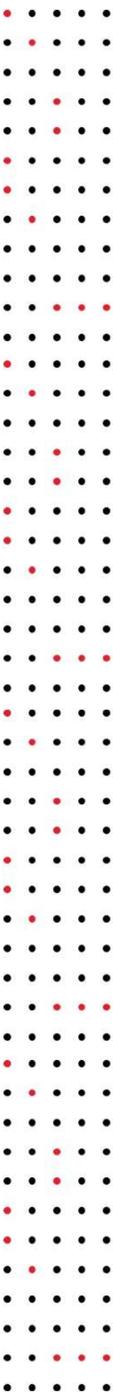
3. Service Specifications
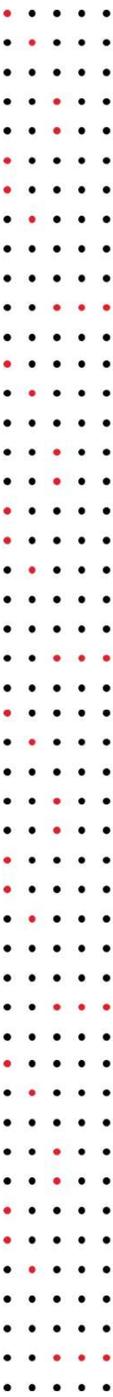
Service Specifications

Xerox Business Solutions Full Service Maintenance Agreement is a comprehensive program for all your document printing, supplies, maintenance and service for your Production, MFP and Printer devices. At Xerox Business Solutions, we manage over 329 million impressions per month including over 44 million prints from our customer's printer fleets.

From comprehensive network and software support, to 24/7 online assistance, online training videos and quick, responsive on-site coverage, you can count on us for a variety of service options to meet your needs. Every option is backed by a team of experienced support personnel who are equipped with the latest skills, tools and technology. Once implemented, Xerox Business Solutions Managed Print Services provides an optimized print environment, reducing your total cost of ownership and increasing faculty and staff productivity.

Comprehensive Maintenance
Our maintenance includes:
- All supplies (excluding paper)
- All replacement parts
- All labor associated with break/fix of MFPs
- All preventative maintenance, device cleaning etc.
- **4-6 hours average service response time depending on the geographical location of the device, 95% Uptime measured across the fleet.**
- Remote service for "I can't print" issues for quicker resolution, driver configurations and training.
- Proactive monitoring of fleet devices
- Helpdesk integration
- Xerox Business Solutions eXpress Services including supply monitoring and replenishment
- In-service and on-going on-site training of MFP features by Xerox Business Solutions trainer(s).
- Business reviews of performance metrics

Predictive Fleet Maintenance
We have the capability to monitor toner levels remotely and proactively order and send supplies when levels are low. All networked MFP devices will be set up on the Xerox Remote Services system. This data is transmitted securely to Xerox's servers over the internet, allowing for real-time monitoring. The system can trigger alerts for low toner levels and may even automate the ordering process, ensuring businesses maintain efficiency and reduce downtime.

Meter Reading
We have the capability to collect meters automatically through all Networked devices using Xerox Device Agent. This can be viewed by City of Joliet in the vendor portal.

Invoicing
Xerox Business Solutions will provide a monthly invoice for all equipment and shall include items specified by City of Joliet :
- Invoice date and number
- Purchase order number
- Separate Location, make, model and serial number for each copier billing
- Current and previous reading
- Date of meter reading

Service Call Escalation

Proactive Action Plan
All units that require 3 service calls in 30 days are flagged in our system and escalated to the service manager and reviewed on a weekly basis. Additional resources such as team-leads, network technicians, and/ or manufacturer support are dispatched to resolve reoccurring issues. Problematic units are identified, along with each unit(s) service history during the Business Review by the Service Manager.

Project Fulfillment Guarantee
Our Full Service Maintenance Agreement is backed by our customer driven "Common Sense" Total Satisfaction Program. During the business reviews (QBR's), the project managers, major account customer care representative, Service manager and account manager review the performance of the fleet and measure our results against the response time for the fleet.

Warranty
Xerox devices come with a 90-day manufacturer's warranty from the date of shipment. Additionally, Xerox Business Solutions offers comprehensive service pricing for the duration of the contract, encompassing supply and parts consumables, along with labor costs.

Device Monitoring Software

Embedded Device Management Software Provided Free of Charge:

Xerox Device Agent (XDA) provides automated device meter reads, supplies, and status for effective management of your print devices, including auto supply replenishment. Proactive alert monitoring and remote problem resolution optimize your output environment for maximum uptime. This device management interface offers a dashboard view of key printer data and metrics at a glance, such as device model, IP address, serial number, device status, and primary toner and ink levels. When used with Xerox Services Manager, this powerful integration delivers an industry-leading service solution for your enterprise.

Vendor neutral view of print activity to networked devices enables accurate, timely and informed asset management decisions.

Supply and troubleshooting needs are quickly identified through alert features and dashboard views. Seamless integration into your existing IT environment without additional software or third-party plug-ins.

Remote diagnostics and troubleshooting allow administrators to efficiently perform vital tasks from a remote site.

Key benefits:
* Single solution available to download on a workstation or server
* Intuitive wizard-based installation and set up takes approximately 15 minutes
* Can detect up to 1,000 Xerox and non-Xerox devices
* Built in auto-reconnection that brings dropped-off devices back online
* Auto-discovery of newly installed devices
* Easy navigation to view and manage all networked devices
* Allows you to configure alert-message pop ups and emails
* Enables you to download device data into a single file extract
* Significantly improved connection reliability
* Works with products already registered via Device Direct method
* Automatic version upgrades available
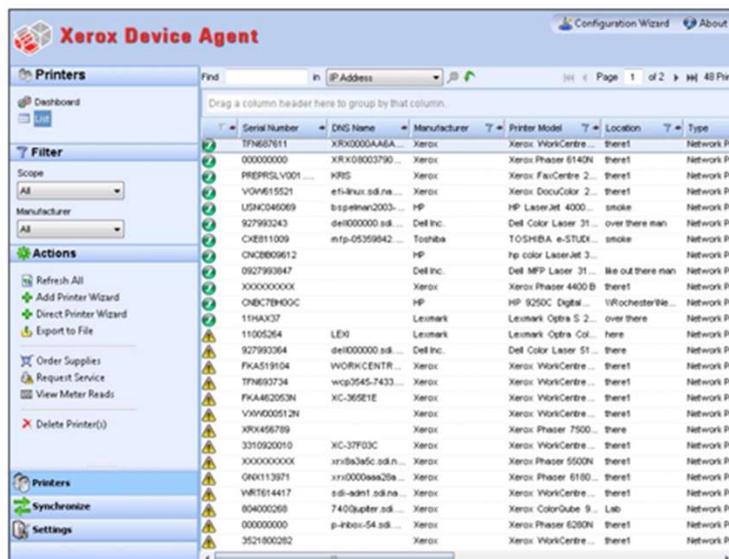
Discover the power of Xerox® Device Agent.

Painlessly detect and monitor all your office and multifunction print devices with one tool.

The Xerox® Device Agent features a built-in alert detection system and has the capability to send an e-mail message to an appropriate user when certain conditions exist in the monitored devices. It also provides clear and concise status of all networked printers.

KEY CAPABILITIES

- **Discover** Xerox® and non-Xerox® Printers and Multifunction Printers.

- **Printer identity** (i.e., model, serial number, manufacturer, etc.) Printer properties (i.e., input trays, output bins, serial number, etc.) Monitor printers and MFPs for status and alert conditions.

- **Printer status** including overall state, detailed status, UI messages, etc. Notify users via e-mail when faults occur.

- **Proactive Automatic Supplies Replenishment** and consumable capacity levels including; toner, fusers, drums, toner waste bottles, print cartridge and additional device unique parts.

- **Provides fleet data** to our Fleet Management Portal Tool.

- **Supports TCP/IP protocol** suite (SNMP, TCP, UDP, IP, NIC details).

- The application supports **industry-SNMP MIBs for network printers;** however, the amount and type of management that it can provide is dependent on the printer's level of conformance to those standards.

Xerox® Device Agent Application Basic Requirements

- PC or Server connected on the same network as the Printer/MFD
  - PC running on Windows 10, or 11
  - Windows server running on 2016-2022
  - 1.7 GHz Processor or better & 2.5 GB of RAM or higher

- .Net Framework 4.8 or greater (Full Version) Installed

- Admin access on the PC/Server where the application will be installed

- Ports 80 or 443 for outbound communication

- Port 161 (SNMP Protocol) traffic must be routable across the LAN or WAN

Firewall Settings

XEROX® DEVICE AGENT

- office.services.xerox.com
- transactions.services.xerox.com
- ws.services.xerox.com

DEVICE DIRECT

*.support.xerox.com

XEROX® FLEET MANAGEMENT PORTAL

Xerox® Fleet Management Portal uses the data being monitored by Xerox® Device Agent to provide our customers with an intuitive, easy-to-use information portal, which provides our customers with an interactive dashboard for monitoring networked devices equipment status, consumable status, and meter readings for an entire fleet. Through the Fleet Management Portal users can order supplies, report technical incidents, and check on service order updates.

For additional information please download the:
Xerox Device Agent Security & Evaluation Guide

xerox™

Fleet Management Portal

For operations managers who are accountable for ongoing fleet operations, the Fleet Management Portal and Dashboard offers critical insight.

Key Attributes:
- Turnkey setup and configuration
- Direct view into printer fleet in real-time
- Powerful printer & incidents grid
- Role segregation and configuration includes segregation by agent, customer and users
- Configurable and built-in panels
- Minimal administrative or management effort required
- Dashboard and the Account Key Metrics on homepage viewed at login (Partner)
- Multi-function drop down navigation bar
- Simplified Content panels
- Improved viewing across whatever devices you might be using to display the portal
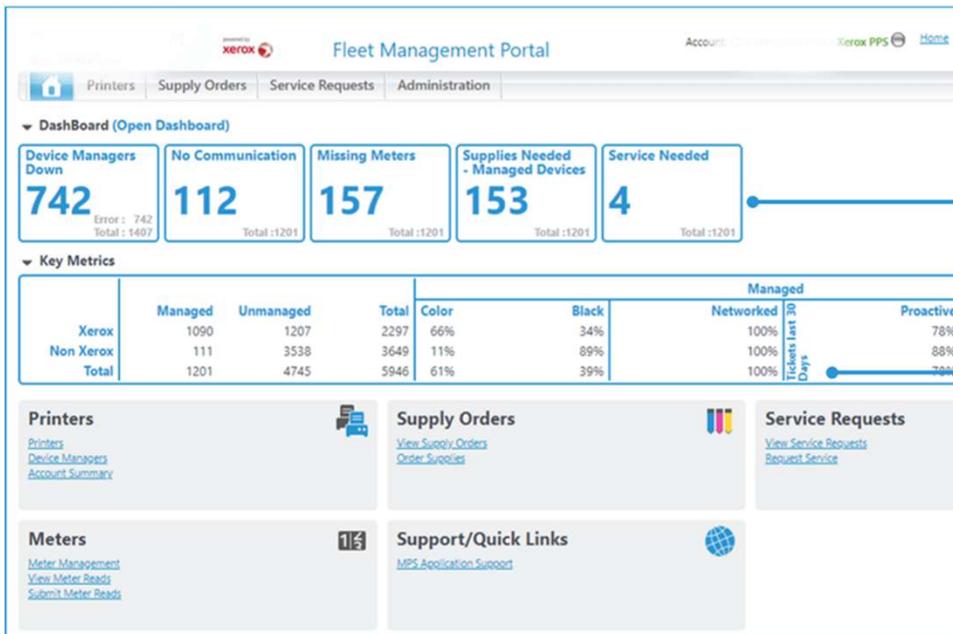
Fleet Management Dashboard:
- Authorized users can assess the health of the print infrastructure at any point in time
- Enter meter reads
- Request service
- Order supplies
- Quick links to other sites like Reporting and Documents (configurable)

Print Security Dashboard:
- Provide simple, easy-to-comprehend compliance results
- Take action on any non-compliant device or setting right from an interactive layer inside the dashboard, allowing for quick adjustments to any fleet
- Export any data so that it can be viewed outside of the application and brought into another format, such as Excel
- Provide a customer view of the dashboard in order to provide "proof" of compliance, without providing the ability to make any device changes; this access/view helps to prove that a fleet is in compliance with supporting real-time data

Service Performance Dashboard:
- Drill down to any region in your fleet for a detailed view
- Review device availability, volume, and more
- Use real-time data to analyze uptime and usage, and justify new printer purchases, relocation, or consolidation

- Multi-tenant / Multi-customer
- Comprehensive Fleet View
- Real-time printer status – Up and running, error state, no response
- Links to Xerox.com KnowledgeBase
- Printer-specific Incident Management
- Integrated supplies/service status, ordering, and fulfillment
- Meter management
- Remote diagnostics
- Grid sort, filter, search

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Preventative Maintenance Plan

The Total Call Commitment "TCC" is the service methodology Xerox Business Solutions performs to provide its clients superior service. The "TCC" program treats every call as a preventative and proactive call.

This means going systematically over the entire machine, not just the obvious problem area, or a subassembly (finisher, duplexing unit, paper feed units or document feeder), rather all aspects of the system are evaluated; from the paper input section of the machine through the entire system and all subassemblies. This proactive way of servicing has drastically increased our MCBC's (mean copies between service calls) and lowered overall customer downtime which results in higher customer satisfaction and maximum ROI.

The PM cycle (call initiation) is a "reactive" way of conducting service that forces the technician to respond to the machine breaking down in between PM's, otherwise known as the Band-Aid fix. Since technicians generally do not replace parts normally associated with the PM replacement schedule, repairs are only focused on the area of concern (specific to the problem), which initiated the call and nothing more. This "keep the machine running" until the PM light comes on approach over time dramatically reduces the total life expectancy of a machine, degrades the machine's overall performance, and lowers the copy quality standards achieved by the "TCC" program.

LifeCycle Management

Typical machine life is based on usage, and is estimated at 60 months, and between 1.2 - 9 million copies for each model. This varies based on usage, operating environment and maintenance. The number of copies or prints between service calls on a digital color copier / printer is highly dependent on customer expectations of quality and the use of applications and throughput materials. At an average usage of 10,000 copies or prints per month, it is expected that service will be required about once every 24 weeks. Volumes higher than this could result in more frequent service. For B8000 series, an estimated 3-4 calls per year with approximately 20,000-50,000 pages between calls.

Value Beyond Cost Savings

Xerox Business Solutions Managed Print Services delivers benefits in many areas:
- We address environmental sustainability, finding innovative ways to eliminate unnecessary printing and reduce your carbon footprint, usage and waste. We enhance information security to protect your most valuable information and avoid the costs of lost intellectual property and PI.
- Through our Smart eSolutions, we monitor, maintain and manage your print environment.
- On-site technician feedback to summarize completed work & identify escalation if needed.

Solver AI Chatbot

Enhancing the support experience, Solver, our advanced AI chatbot, is now available at xerox.com and through the Xerox Easy Assist App. Solver provides immediate and insightful answers to technical and supply inquiries, ensuring prompt and efficient assistance. Combining innovative generative AI with Xerox's technical expertise, Solver offers 24/7 support across 18 countries in six languages: English, Portuguese, Italian, German, French, and Spanish. Whether you need quick access to resources or immediate help, Solver delivers personalized support, from technical troubleshooting to supply management and recycling.

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Technical Support

Technical Support Department Overview
Xerox Business Solutions will provide remote support with a certified Helpdesk/Copier Analyst with remote access software during normal business hours, Monday through Friday 7:00 am to 6:00 pm local time.

Requests for break/ fix service may be made through the following channel categories:
- Xerox Business Solutions Webpage www.xeroxbusinesssolutions.com/en-us/0024-service-request
- Xerox Business Solutions Technical Support Hotline: 1-800-442-9070

The Xerox Business Solutions Call Center Representative act as a single point of contact for all IT and Copier service related issues and provide support for:
- Reconfiguration of required network protocols (TCP/IP, DNS, etc.).
- Reconfiguration or installation of any additional print drivers needed for any new computers or print servers added after the initial install.
- Reconfiguration or setup of scan to folder options (SMB or FTP).
- Reconfiguration or setup of scan to SMTP/Exchange services. Scan to email requires an on-site email server that is customer owned/maintained or any email services provided by the customer and must be setup and activated prior to service. "Free" email servers and POP3 email accounts are not supported.
- Provide basic image quality recalibration for all print and copied documents.
- Provide fax service troubleshooting.
- Remote diagnostic of system fault codes.

Xerox Business Solutions can even assist your helpdesk with all necessary information or resources needed to resolve any issue. If our Helpdesk analyst cannot resolve any issue within a timely manner or determines that a Network Analyst is required on-site, one will be dispatched to the location. Physical network connections, cabling and network administration is provided by the client.

Value Added Service
Normal business hours are Monday through Friday 8 am to 5 pm local time. A Xerox knowledge base of FAQs and resolution instructions are available online 24/7. A link will be provided through City of Joliet portal. Xerox Business Solutions can provide after hour, weekend and holiday on-call service with advance notice for an additional fee. Xerox Business Solutions will always try to resolve an after hour customer issue by contacting its staff member(s) and communicating back to our customers. Service level metrics including number of helpdesk calls, service calls, turnaround times and fleet uptime will be presented at Business Meetings.

Holiday and after hours service is provided at the following rates:

Monday– Friday after 5pm	$180/ hr
Saturday & Sunday until 5pm	$180/ hr
Sunday after 5pm	$240/ hr
All Holidays (all day)	$240/ hr

Holiday and after hours service requires 48 hours advance notice in order to schedule a technician to be on-call. If service is not required during the on-call period, a minimum charge of $50/ day will apply for the on call service.

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Seamless Support, Every Step of the Way

Thank you for choosing us as your technology partner. Since the day our doors first opened, we have helped thousands of customers grow and realize their organizational goals through complete document management services and workplace technology. We are privileged and excited to be in business with you. Using the resources below, you can get technical support, order supplies, and report meter reads—all without leaving your desk.

TRY OUR ONLINE WEB FORMS FOR SERVICE, SUPPLIES, AND METER READS

www.xeroxbusinesssolutions.com

1. Click on Find a Xerox Business Solutions office near you.

2. Select your state.

3. Under your local office, select the appropriate request form.

PHONE
XBS Midwest: (800) 442-9070

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www.xeroxbusinesssolutions.com/repairstatus

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Technical Support

At Xerox Business Solutions, we understand that reliability is crucial to productivity and reaching your company's goals. When an issue arises, the below steps will be taken to ensure devices are operational as soon as possible.

The Xerox Business Solutions Helpdesk/Copier Analyst team will accept incoming requests from clients and quickly help confirm the problem and attempt to solve the issue remotely. Most service requests that come in can be solved by our Helpdesk/Copier Analysts. If needed, a Xerox Business Solutions team member will dispatch an on-site technician and provide an ETA.

The certified technician will arrive and re-confirm the issue with the machine, and go through the below steps:
- Have the customer demonstrate the problem, if possible
- Ask for defect samples
- Confirm if there are other issues with machine
- Attempt to replicate the problem with machine firsthand
- Check overall operation of machine and identify any other issues

The technician will then obtain, and document Meter Reads and Fault Codes and print out a Configuration Report if available. They will also review the Service Log and fault history and check High Frequency Service Items (HFSI) status.

After the initial review and diagnostics, our service technicians will give City of Joliet an estimated service time and begin repairing the device.

Once the device is operational, the technician will thoroughly test to confirm the machine is repaired and all components are in good working order.

Next, the technician will fill out the service log with all applicable information about the service visit, which will be will available to City of Joliet on the vendor portal. They will also ensure the machine and work area are clean, gather any parts for return, and verify all supplies are at appropriate levels.

Last, City of Joliet will be able to test the machine to ensure the issue has been resolved. Our service technicians will then explain the solution(s) and provide training where possible to prevent future calls.

If the device cannot be fixed within the first on-site service call, the below escalation will be used:
- The Xerox Business Solutions service technician will suggest any possible workaround for the interim, and perform as much of the call as possible to uncover and resolve any other issues
- The next steps, such as timeframe, parts, and escalation will be communicated clearly to City of Joliet
- In the event a device is determined to be unrepairable, Xerox Business Solutions (XBS) will replace the device with a like-for-like model or equivalent. The replacement device will assume the same monthly payment amount and remaining lease term as the original device, with no change to the existing lease end date.

Service Technician Training

All of the service technicians are trained by our 3 Xerox certified trainers representing 65 years of industry experience and have a combined 40 years of training experience.

All training is conducted in a classroom, with a hands-on format. This gives each technician the opportunity to learn both the theories of how the equipment in each device works, and also how to properly troubleshoot the equipment. This gives our service technicians the hands-on experience necessary to address any issues they might encounter in the field.

All of our technicians are trained and evaluated throughout their career to ensure they have the latest, most comprehensive information about the equipment and devices they work on.

In order to service Xerox Business Solutions devices, each technician must successfully complete:
- The Service Academy Course—This course teaches all of the basics of our service and devices.
- IT Instructional Course—This course keeps service technicians up to date on the latest technologies they may encounter in the field. This is required upon employment, but it is an ongoing class as our devices and technologies update.
- Xerox Certification Program—Upon completion of all the above training, service technicians must also successfully complete the Xerox Certification on each device they will be servicing.

All of the above courses and certifications are required to provide each technician with the knowledge and skills to provide efficient and quick resolutions to any customer challenges.

We have a stringent support process in place should our technicians face any unusual problem in the field. Technicians have a team of subject matter experts to consult with and bring on-site, if necessary, in order to resolve these issues quickly and completely.

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4. Implementation

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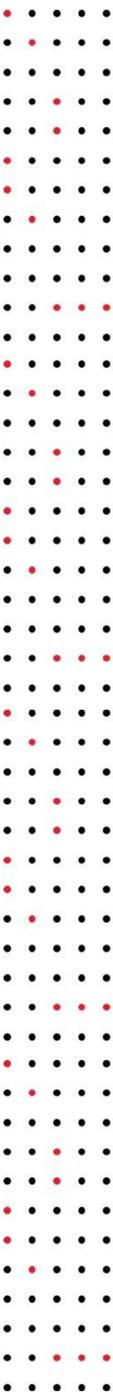
Next Steps

Implementation Schedule

EVENT	DATE	NOTES
Award Date	TBD	City of Joliet Committee or Board of Trustees
Verify Equipment to Order	TBD	Confirmation of configurations with City of Joliet Committee or Board of Trustees
Contract Execution	TBD	
Implementation Meeting	TBD	Space and electrical verifications
All devices to be inventoried and labeled with a unique number	TBD	5-7 days from order date
Order Replacement Devices, if applicable	TBD	
Commence Installation Hardware, if applicable	TBD	1-2 days estimate based on location availability. 48 hour notice to be provided.
Complete Installation & Training, if applicable	TBD	All equipment in place and operational
Follow-up Survey	TBD	Identify areas for retouch/retrain
On-Going/Refresher Training	On-going	Available throughout term of agreement
Launch online Account	TBD	Populate portal with asset data and contracts
Business Reviews and Monthly Reports	TBD	Review Performance Levels and response times as needed

Upon award, a further customized implementation schedule will be negotiated with City of Joliet .

All devices to be delivered and fully operational by the required dates established by City of Joliet .

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Resources

Roles and Responsibilities for Implementation

<u>Director, RFP Support Team</u>— Point of authority for central administration, contract, finance and project management. Responsible for ensuring RFP objectives are met, Service Level Agreement is upheld and long-term initiatives are implemented.

<u>Major Account Executive-Education/Government</u>—Acts as Primary Account Manager. On-site to ensure implementation benchmarks are being met. Main on-going point of contact that will work with all internal resources to meet needs. Ensures Business Reviews are set and that all parties are present.

<u>Transition Manager</u>—Project Coordinator responsible for transition, change management, overseeing implementation of future state process, account management and performance reviews. Responsibilities include executive level feedback including ETA's and milestones during implementation. Also, coordination of service and delivery teams for City of Joliet locations.

<u>Director, Technology Sales</u>—Responsible for scope of work of enterprise software integration, developing reporting model and cost reduction initiatives. Responsible for coordinating strategic software provider partners.

<u>Director, Service</u>—Will coordinate delivery teams with timeline expectations, on-site technical staff and inform trainers.

<u>Call Center Supervisor</u>—Ensures integration of City of Joliet helpdesk with Xerox Business Solutions call center. Initiates remote support for end-users through defined escalation procedures.

<u>City of Joliet IT and MIS</u>—Will be responsible for working with Xerox Business Solutions for IP addresses, LDAP information etc or new MFD devices. Also responsible for working with Xerox Business Solutions on print server consolidation, software installation and co-authoring SOWs.

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Training

At Xerox Business Solutions, we understand the difference between having the latest technology and making the full use of that technology to realize your company's goals. Xerox Business Solutions has the most complete multi-tiered training program available to maximize your return on investment while offering on demand training for added convenience and flexibility.

Training and Education will be directed to all levels of the organization to enable effective device usage and full awareness of device capabilities. Xerox Business Solutions will provide trainers for City of Joliet during implementation. This will vary based on City of Joliet 's needs and schedule. Upon award, a more detailed plan will be coauthored between City of Joliet and Xerox Business Solutions

Our training plan is provided free of charge and includes:
- Notifications to end-users of upcoming training
- "In-service" classroom style training (locations within Xerox Business Solutions geography) that shadow the installation team to provide on-site immediate hand-on demonstrations of new devices and procedures for contacting service/ supplies
- Follow-up training on-site for all users including advance features. This may be applied to new hires, refresher training or other needs-based trainings.
- 24-7 training videos, step-by-step user instructions and FAQ's for contracted products via online portal (see below)
- Custom training manuals or posters as needed for high volume and/ or large user areas
- Workflow application training
- On-site and webinar training for Managers and Accounts Payable department on usage report generation
- Helpdesk training on call escalation procedures and online portal usage
- Administration training online portal usage

Xerox Business Solutions also has a comprehensive training program that can be accessed at your convenience 24 hours/ day. The training may be taken all at once which is recommended if the machine is new, or you may simply look for information on a specific feature. Additional information and instruction are also available through Xerox.com on the support, documentation and video tab: https://www.xerox.com/en-us/about/online-training.
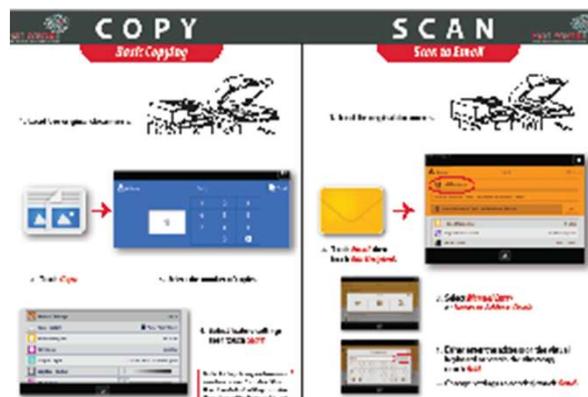
5. Account Management Specifications
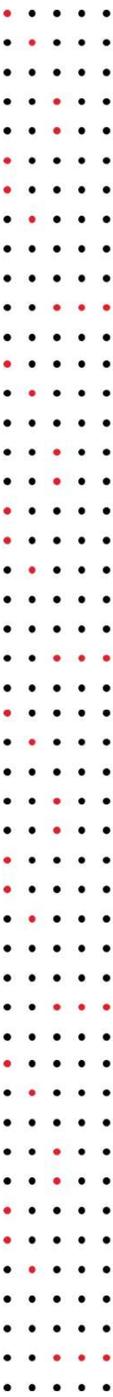
Account Management Specifications

At Xerox Business Solutions, we strive to develop long term business relationships with our customers. Our business review meetings with our clients ensure that we are performing at the highest possible level of support and are meeting your objectives.

How it works: volume usage data is gathered using an automated data collection tool or manually. We collect service call information from our service databases. Your major account executive compiles this data into an executive style presentation.

The following are among items are discussed regularly during our business reviews:
- Review service guarantees, response times, guaranteed up-time, security patches etc.
- Discuss changes in volumes and implement necessary changes in hardware or supply levels
- Discuss additions or removals of devices.
- Discuss any changes in applications, business models, and best practices for end-user needs
- Present any new technologies, ideas for cost savings or workflow solutions
- Both parties sign off to verify "Commitment to Action Items"
- A consolidated meter reading report will be provided for each location including service
- performance uptime and calls.
- Detail quarter over quarter total cost of ownership (varies based on how often reviews are conducted).

In addition, your Major Account Executive will also be providing you with the reporting and inventory mapping as requested in the RFQ.

MONO

	January	April	July	October
2017	1,673,944	1,640,979	1,716,200	1,656,631
2018	1,624,510	1,651,574	1,212,189	995,388
2019	1,017,822	1,075,203		

COLOR

	January	April	July	October
2017	448,607	476,677	569,868	583,681
2018	531,321	644,962	375,635	334,457
2019	349,421	339,196		

Black & White Summary
- Total Black & White Printers: 282 (down from 319)
- Total Printers with AMV higher than 5,000: 71 (last QBR: 8)
- Black & White AMV: 358,401^
- Quarterly Black & White Allowance: 1,380,000
- Under quarterly allowance: (304,797)

Color Summary
- Total Color Printers: 200 (down from 212)
- Total Printers with AVM higher than 1,000: 94 (last QBR: 35)
- Color AVM:113,065^
- Quarterly Color Allowance: 270,000
- Over Quarterly allowance 69,196

Printer Fleet Summary
Total Printers: **482** (down from 531)
Last local printer count: 269

Year Over Year cost impact: Quarterly
- B&W: ($2,580.00) savings
- Color: ($26,601.64) savings

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6. Attachment 1- Proposal Form

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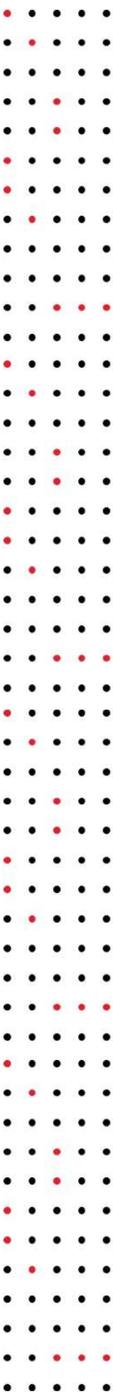
One Time Implementation Price for New Devices

One Time Implementation Price for New Devices (Column D Total)	Purchase Price	36 Month Lease Price
Total One-Time Price for New Devices	$8,778.23	$289.63/month

Service and Supplies Price

Annual MPS Price (Column B)	Monthly Price	B/W CPC	Color CPC
For Xerox A3/A4 Devices	**$2,720.00/month	$0.0075/ovgs	$0.07/ovgs
For HP/Lexmark A4 Devices	N/A	$0.01	$0.10

For the Xerox devices, they have a monthly allowance of 120,000 BW and 22,000 Color

Additional Professional Service Fees

Additional Professional Service Fees	Price
Additional Professional Services Fees	N/A

Total Cost Summary

Total Cost Summary	Price
One-Time Implementation Price for New Devices (Purchase Price)	$8,778.23 (289.63/mth)
Total MPS Price for 3 Years ($2,720.00 x 36 months)	$97,920.00
Additional Professional Services Fees	N/A
Grand Total for 3 Years if New Devices are Purchased	**$106,698.23**

Grand total does not reflect the CPC charges for the HP/Lexmark Devices or overage charges for the Xerox Devices

Terms and Conditions

- All equipment proposed is 100% new current models.
- Pricing is based on City of Joliet signing a non-cancellable lease
- Includes delivery, installation, network analyst services and unlimited training for the duration of the contract.
- Includes all OEM toner, parts and service with the exception of paper.
- Includes all new software releases, revisions, patches, etc.
- All service performed by certified Xerox technicians.
- 24/7 web-based support.

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7. Attachment 2 – Monthly Breakdown
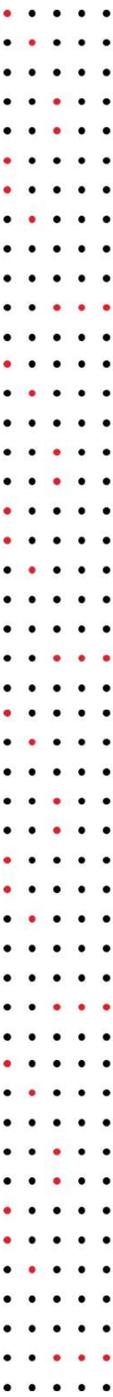
Replace (yes/no)	Monthly Unit Cost	Manufacturer	Model	Site Location	Location
no	See Notes on Tab for New Devices	Xerox	Xerox AltaLink C8135	City Hall	150 W Jefferson St, Attn: CH - Legal Dept, Joliet, IL 60432
no	See Notes on Tab for New Devices	Xerox	Xerox AltaLink C8145	City Hall	150 W Jefferson St, Attn: Public Works - 2nd Flr, Joliet, IL 60432
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C7025	City Hall	150 W Jefferson St, Attn: City Mgr Ofc, Joliet, IL 60432
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C405	City Hall	150 W Jefferson St, Attn: Mayor Ofc, Joliet, IL 60432
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C7125 Color MFP	City Hall	150 W Jefferson St, Attn: Outside PW Eng Ofc, Joliet, IL 60432
no	N/A	Canon	Oce, ColorWave3600 R6.0, EmCon R6.0, Network interface	City Hall	150 W Jefferson St, Attn: CH Planning, Joliet, IL 60432
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C7125 Color MFP	City Hall	150 W Jefferson St, Attn: CH - PLANNING, Joliet, IL 60432
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C405	City Hall	150 W Jefferson, Attn: Purchasing, Joliet, IL 60432
Yes		HP	HP LaserJet P4014	City Hall	CH - 1ST FLOOR - BUILDING PERMITS & PLANNING - COVE OFF RECEPTION, 150 W Jefferson ST, JOLIET, IL, 60432
Yes		HP	HP LaserJet P4014	City Hall	150 W Jefferson St, Attn: Inspections by Jake Glavan desk, Joliet, IL 60432
no	See Notes on Tab for New Devices	Xerox	Xerox AltaLink C8055	City Hall	150 W Jefferson St, Attn: Copy Center, Joliet, IL 60432
Yes		HP	HP ColorLaserJet MFP M278-M281	City Hall	CH ENGINEERING DEPT, 150 W JEFFERSON ST, JOLIET, IL, 60432-4158
no	See Notes on Tab for New Devices	Xerox	Xerox AltaLink C8145	City Hall	150 W Jefferson St, Attn: City Clerk Office, Joliet, IL 60432
no	See Notes on Tab for New Devices	Xerox	Xerox AltaLink C8145	City Hall	150 W Jefferson St, Attn: Accounting Dept, Joliet, IL 60432
Yes		HP	hp LaserJet 4250	City Hall	CH - 1ST FLOOR - MANAGEMENT & BUDGET - COLLECTION DESKS, 150 W Jefferson ST, JOLIET, IL, 60432
no	See Notes on Tab for New Devices	Xerox	Xerox AltaLink C8245	City Hall	150 W Jefferson St, Attn: Neighborhood SVCS, Joliet, IL 60432
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C405	City Hall	150 W Jefferson St, Attn: HR, Joliet, IL 60432
no	See Notes on Tab for New Devices	Xerox	Xerox AltaLink C8145	City Hall	150 W Jefferson St, Attn: Inspections Services, Joliet, IL 60432
no	See Notes on Tab for New Devices	HP	HP LaserJet M507	City Hall	CH COMMUNITY ECONOMIC DEVELOPMENT, 150 W Jefferson ST, JOLIET, IL, 60432
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C405	City Hall	150 W Jefferson St, Attn: Inspections Permits, Joliet, IL 60432
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C405	City Hall	150 W Jefferson St, Attn: Building Services, Joliet, IL 60432
Yes		HP	HP LaserJet P4015	City Hall	CH - 2ND FLOOR - UTILITIES & PUBLIC WORKS ADMINISTRATION, 150 W Jefferson ST, JOLIET, IL, 60432
no	See Notes on Tab for New Devices	Xerox	Xerox AltaLink C8145	City Hall	150 W Jefferson St, Attn: Customer Service, Joliet, IL 60432
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C405	City Hall	150 W Jefferson st, Attn: Council Chambers, Joliet, IL 60432
Yes		HP	HP Color LaserJet CM2320fxi MFP	Union Station	CH- UNION STATION - OFFICE, 50 E JEFFERSON ST, JOLIET, IL, 60432
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C415 Color	Union Station	50 E Jefferson St, Attn: Union Station - Blain Kline Ofc, Joliet, IL 60432
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C405	JPD Central	150 W Washington St, Attn: PD Records-Window, Joliet, IL 60432
no	See Notes on Tab for New Devices	Xerox	Xerox AltaLink C8135	JPD Central	150 W Washington St, Attn: JPD Investigations by front door, Joliet, IL 60432
no	See Notes on Tab for New Devices	Lexmark	Lexmark MS821dn	JPD Central	150 W Washington St, Attn: JPD Jail Finger Printer, Joliet, IL 60432
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C405	JPD Central	150 W Washington St, Attn: JPD Jail Main, Joliet, IL 60432
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C405	JPD Central	150 W Washington St, Attn: JPD-Investigations Center Fl, Joliet, IL 60432
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C405	JPD Central	150 W Washington St, Attn: JPD Invest Supervisors, Joliet, IL 60432
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink B405	JPD Central	150 W Washington St, Attn: PD 911 Admin Ofc, Joliet, IL 60432
Yes		HP	hp LaserJet 4250	JPD Central	PD - 2ND FLOOR - TRANSCRIBE AREA, 150 W WASHINGTON ST, JOLIET, IL, 60432
no	See Notes on Tab for New Devices	Lexmark	Lexmark MS810	JPD Central	PD - 1ST FLOOR - JAIL - ADULT BOOKING (FINGERPRINTS), 150 W WASHINGTON ST, JOLIET, IL, 60432
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C405	JPD Central	150 W Washington St, Attn: JPD TACTICAL, Joliet, IL 60432
Yes		HP	HP LaserJet 200 colorMFP M276nw	JPD Central	PD - 1ST FLOOR - N.O.P.T. - BACK CORNER (SUPERVISOR), 150 W WASHINGTON ST, JOLIET, IL, 60432
no	See Notes on Tab for New Devices	HP	HP LaserJet Pro 4001	JPD Central	PD Traffic, 150 W Washington St, Attn: PD 1st FL Traffic, Joliet, IL, 60432
no	See Notes on Tab for New Devices	Xerox	Xerox AltaLink C8135	JPD Central	150 W Washington St, Attn: PD Traffic Ofc, Joliet, IL 60432
no	See Notes on Tab for New Devices	HP	HP LaserJet Pro MFP 4101	JPD Central	PD - 2ND FLOOR - Records Tech Serv Ofc, 150 W WASHINGTON ST, JOLIET, IL, 60432
no	See Notes on Tab for New Devices	Xerox	Xerox AltaLink C8135	JPD Central	150 W Washington St, Attn: PD Admin, Joliet, IL 60432
Yes		HP	HP LaserJet P4015	JPD Central	PD 2nd Fl Admin Ofc, 150 W Washington ST, JOLIET, IL, 60432
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink B405	JPD Central	150 W Washington St, Attn: PD 911 Supervisor, Joliet, IL 60432
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C405	JPD Central	150 W Washington St, Attn: PD 911 FIRE POD, Joliet, IL 60432
no	See Notes on Tab for New Devices	Xerox	Xerox AltaLink C8135	JPD Central	150 W Washington St, Attn: PD Operations, Joliet, IL 60432
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C405	JPD Central	150 W Washington St, Attn: JPD 911 Police POD, Joliet, IL 60432
no	See Notes on Tab for New Devices	HP	HP Color LaserJet Pro 3201	JPD Central	150 W Washington St, Attn: PD-Internal Affairs Office, Joliet, IL 60432
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C415 Color	JPD Central	150 W Washington St, Attn: PD NOPT, Joliet, IL 60432
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C405	JPD Central	150 W Washington St, Attn:JPD Watch Command, Joliet, IL 60432
no	See Notes on Tab for New Devices	HP	HP LaserJet Pro M428f-M429f	JPD Central	PD 2nd FL Admin Ofc Chief's Ofc, 150 W Washington St, Joliet, IL 60432
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C7025	JPD Central	150 W Washington St, Attn:PD 1st FL Evidence, Joliet, IL 60432
no	See Notes on Tab for New Devices	Xerox	Xerox AltaLink C8045	JPD Central	150 W Washington St, Attn: PD Common Area, Joliet, IL 60432
no	See Notes on Tab for New Devices	Xerox	Xerox AltaLink C8170	JPD Central	150 W Washington St, Attn: PD Records, Joliet, IL 60432
Yes		HP	HP LaserJet 400 color M451dn	JPD Central	? I can ping not sure where the location is
no	See Notes on Tab for New Devices	HP	HP LaserJet Pro 3001-3008	JPD Central	PD Traffic, 150 W Washington St, Attn: PD 1st FL Traffice, Joliet, IL 60432
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C7125 Color MFP	921 Pub Util	921 E Washington st, Attn: Public Utilities, Joliet, IL 60433
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C405	921 Pub Util	921 E Washington St, Attn: Pub Util Garage, Joliet, IL 60433
no	See Notes on Tab for New Devices	Xerox	Xerox AltaLink C8135	Roadways Cedarwood	1203 Cedarwood Dr, Attn: Roadways West Back Ofc, Crest Hill, IL 60403

no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C405	MMD West Cedarw	1203 Cedarwood Dr, Attn: MMDWEST, Crest Hill, IL 60403
Yes		Xerox	Xerox WorkCentre 6655 v1	Roadways Cedarwood	1203 Cedarwood Dr, Attn: Roadways West Alex Benton Ofc, Crest Hill, IL 60403
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C405	818 Roadways	818 CASS ST, Attn: RoadWays East, Joliet, IL 60432
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C7125 Color MFP	818 Roadways	818 Cass St,Attn: 2nd Floor Electric Shop, Joliet, IL 60432
Yes		HP	HP LaserJet 200 colorMFP M276nw	818 Roadways	PW- PUBLIC UTILITIES Sign Shop Basement, 818 E Cass St, JOLIET, IL, 60432
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C7130 Color MFP	ESTP	815 Adler St, Attn: ESTP-Lab, Joliet, IL 60436
no	See Notes on Tab for New Devices	Xerox	Xerox AltaLink C8135	ESTP	815 Adler St, Attn: ESTP-Admin, Joliet, IL 60436
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C7125 Color MFP	WSTP	4000 Channon Rd, Attn: WSTP, Joliet, IL 60436
Yes		HP	HP LaserJet 5200	WSTP	PW- WSWT - JAY'S OFFICE - WATER SYSTEM SCADA PRINTER, 4000 CHANNAHON RD, JOLIET, IL, 60436
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C405	Aux Sable	8300 Black Rd, Attn: Aux Sable, Joliet, IL 60435
Yes		HP	DesignJet 500+HPGL2 (C7770B)	Pub Works - Arbeiter	PW- PUBLIC WORKS, 2001 S ARBEITER RD, JOLIET, IL, 60431
Yes		HP	HP LaserJet 200 colorMFP M276nw	Pub Works - Arbeiter	PW- PUBLIC WORKS, 2001 S ARBEITER RD, JOLIET, IL, 60431
no	See Notes on Tab for New Devices	HP	HP LaserJet Pro 4001	Pub Util 63 W	PU - Pub Util Adm Ofc, 63 W JEFFERSON ST, JOLIET, IL 60432
no	N/A	Canon	Canon TM-355	Pub Util 63 W	PU - Pub Util Adm Ofc Plotter, 63 Jefferson St, Joliet, IL 60432
no	See Notes on Tab for New Devices	Xerox	Xerox AltaLink C8135	Pub Util 63 W	63 W Jefferson St, Attn: PW Admin Bld, Joliet, IL 60432
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink B405	FS1	101 E Clinton St, Attn: FS1 Ops, Joliet, IL 60432
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C405	FS1	101 E Clinton St, Attn: FS1 - DCHS , Joliet, IL 60432
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C405	FS1	101 E Clinton St, Attn: FS1 SCBA Rm, Joliet, IL 60432
no	See Notes on Tab for New Devices	Lexmark	Lexmark MB2236adwe	FS1	101 E Clinton St, Attn: FS1 Ops Training Rm, Joliet, IL 60432
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C405	FS1	101 E Clinton St, Attn: FS1 Ops Training Rm, Joliet, IL 60432
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C7125 Color MFP	FS1	101 E Clinton St, Attn: FS1 Admin Ofc, Joliet, IL 60432
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C7130 Color MFP	FS1	101 E Clinton St, Attn: FS1 2nd FL, Joliet, IL 60432
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C415 Color	FS10	1599 John D Paige Dr, Attn: FS10 Ops Room, Joliet, IL 60431
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C415 Color	FS10	1599 John D Paige Dr, Attn: FS10 EMA Offc, Joliet, IL 60431
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C405	FS10	1599 John D Paige Dr, Attn: FS10 Front Office, Joliet, IL 60431
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C405	FS10	1599 John D Paige Dr, Attn: FS10 Day Room, Joliet, IL 60431
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C405	FS3	450 E Laraway, Attn: FS3 OPS, Elwood, IL 604721
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C405	FS4	868 Draper Ave, Attn: FS4 Living Room, Joliet, IL 60432
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C405	FS5	661 Mason Ave, Attn: FS5 Living Room, Joliet, IL 60435
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C405	FS6	2049 Oneida St, Attn: FS6 OPS, Joliet, IL 60435
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C405	FS7	125 Houbolt Rd, Attn: FS7 Living Room, Joliet, IL 60431
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C405	FS8	2293 Essington Rd, Attn: FS 8 Living Room, Joliet, IL 60435
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C405	FS8	2293 Essington Rd, Attn: FS 8 OPS, Joliet, IL 60435
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C405	FS9	2300 Michas Dr, Attn: FS9 OPS Room, Plainfield, IL 60586
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C7025	BiCent Park	201 W Jefferson st, Attn: Bicentennial Park, Joliet, IL 60432
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C415 Color	MMD Central	402 N Chicago St, Attn: MMD Central Wes Miller Office, Joliet, IL 60432
Yes		HP	HP LaserJet 200 colorMFP M276nw	MMD Central	MMD GARAGE, 402 N CHICAGO ST, JOLIET, IL, 60432
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C7125 Color MFP	MMD Central	402 N Chicago St, Attn: MMD Central by Jeff Office, Joliet, IL 60432
Yes		HP	HP LaserJet 400 color M451dn	MMD Central	FLEET - DAVE, 402 N CHICAGO ST, JOLIET, IL, 60432
no	See Notes on Tab for New Devices	Lexmark	Lexmark MS821n	PD West	PD- WEST SIDE JAIL, 7196 CATON FARM RD, PLAINFIELD, IL, 60586
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C405	PD West	7196 Caton Farm Rd, Attn: PD West Front office, Plainfield, IL 60586
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C405	PD West	7196 Caton Farm Rd, Attn: PD West Roll Call Room, Plainfield, IL 60586
no	See Notes on Tab for New Devices	HP	HP LaserJet Pro M404-M405	PD West	PD- WEST SIDE SUBSTATION, 7196 CATON FARM RD, PLAINFIELD, IL, 60586
	$2,720.00/month				

Device Number	Make	Model	One-Time Purchase Cost	Expected Monthly Cost	Misc Notes
	Xerox	B410dn	$ 438.87	$ 14.48	See Notes Below
	Xerox	B410dn	$ 438.87	$ 14.48	See Notes Below
	Xerox	B410dn	$ 438.87	$ 14.48	See Notes Below
	Xerox	B410dn	$ 438.87	$ 14.48	See Notes Below
	Xerox	B410dn	$ 438.87	$ 14.48	See Notes Below
	Xerox	B410dn	$ 438.87	$ 14.48	See Notes Below
	Xerox	C325dni	$ 664.94	$ 21.94	See Notes Below
	Xerox	C325dni	$ 664.94	$ 21.94	See Notes Below
	Xerox	C325dni	$ 664.94	$ 21.94	See Notes Below
	Xerox	C325dni	$ 664.94	$ 21.94	See Notes Below
	Xerox	C325dni	$ 664.94	$ 21.94	See Notes Below
	Xerox	C325dni	$ 664.94	$ 21.94	See Notes Below
	Xerox	C325dni	$ 664.94	$ 21.94	See Notes Below
	Xerox	C320dni	$ 496.81	$ 16.39	See Notes Below
	Xerox	C320dni	$ 496.81	$ 16.39	See Notes Below
	Xerox	C320dni	$ 496.81	$ 16.39	See Notes Below

For all HP/Lexmark A4 devices - CPC only for Maintenance and Service: BW: $0.01   Color: $0.10

For all Xerox (A3/A4)- Monthly Allowance of 120,000 BW and 22,000 Color for $2,720.00/month. Overages at BW: $0.0075 and Color: $0.07

Notes:
We are replacing devices that have been identified by our Technical Services team as End of Life or End of Service which means we can longer service or supply.
We currently do not provide service for their (3) wide format devices and moving forward we will also not provide services for them. (2 Canon and 1 HP).
We currently provide you with papercut licenses and Maintenance and Support and we will continue to do so until it is expired. We can provide pricing as the expiration date is approaching.

8. Attachment 3 - Questionnaire
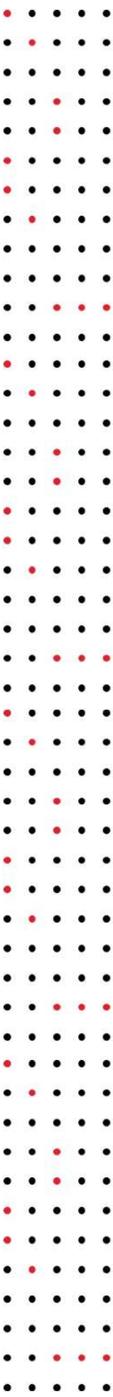
Managed Print Services Questionnaire

Please address all of the questions below, if you need to attach an explanation please reference the question number in the explanation.

1. Can the City of Joliet access a web portal that will show ticket information on all current and past service and supply requests?

    Yes☒ No☐ If no, please attach explanation.

2. Will a City of Joliet agent be able to request service or supplies via email, phone and web portal?

    Yes☒ No☐ If no, please attach explanation.

3. Can you meet the SLA requirements as outlined in the scope?

    Yes☐ No☒ If no, please attach explanation with alternate SLA. Please see the attached Basis of Offer

4. Please attach your escalation procedure.

5. If page counts are required from local devices, please attach your procedure to acquire this information, specially addressing who is responsible.

6. Do you anticipate utilizing a third party to support any devices?

    Yes☐ No☒ If yes, please attach listing of all devices covered by 3rd party.

7. Are there any additional professional service fees?

    Yes☐ No☒ If yes, explain and please be sure to reflect this onto the proposal in the field "additional professional service fees"

8. Will you provide basic end-user training on new devices for no additional cost?

    Yes☒ No☐ If no, please attach explanation.

Questionnaire Procedures

Escalation Procedure

The service technician serves as the first responder for day-to-day service issues, analyzing each issue and escalating it as needed to the appropriate resource. Follow-up with our cleints and the Service Delivery Manager (SDM) is conducted to ensure resolution and closure.

All units requiring three or more service calls within a 30-day period are automatically flagged in our system and escalated to the Service Manager for review on a weekly basis. Additional resources, including team leads, network technicians, and manufacturer support, are dispatched to address recurring issues promptly. Problematic units are tracked along with their complete service history and reviewed during the Service Manager's regular Business Review.T

To further enhance service quality, a Service Improvement Manager works closely with the relevant Service Delivery teams to implement corrective actions and preventative measures to minimize the risk of reoccurrence. Progress is monitored for a minimum of one quarter to ensure that issues do not repeat.

Page Counts for Local Devices

To ensure supplies for non-metered HP printers, City of Joliet staff will submit monthly meter reads.
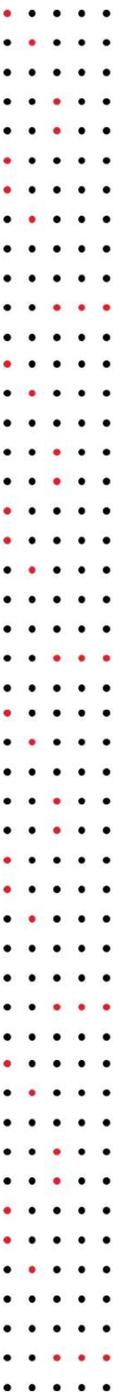
9. Basis of Offer
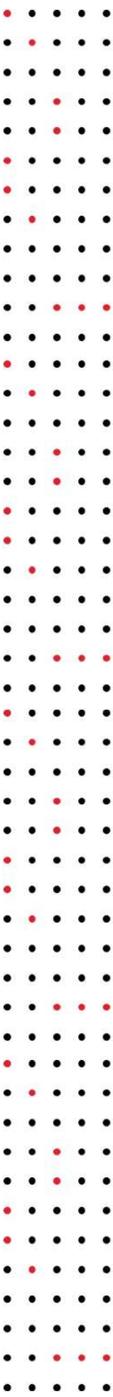
Basis of Offer

Below please find our proposed exceptions and suggestions. This document explains those differences that are related to terms and conditions.

We acknowledge your right to negotiate and approve the terms and conditions of any contract that you enter into, and we respectfully reserve the same right. Therefore, any acknowledgements made by either of us are qualified by the right to negotiate mutually acceptable terms following award.

Please note that our team is prepared to discuss our proposal in detail and adjust our proposed equipment, support services, and/or price offering based on the final requirements. Upon award of this Solicitation, we agree to negotiate in good faith towards a final contract that incorporates the mutually agreed-to terms from the Solicitation, our proposal including our Additional Terms and any other negotiated item(s).

Term & Section	Language
Agreements	In accordance with the Questions and Answerss, as part of our proposal, we respectfully submit templates for both the **Lease Agreement** and the **Sales and Service Agreement**, which we propose shall serve as the definitive agreements under any resultant award.
	The **Lease Agreement** is provided through our designated third-party Lease partner. A complete copy of the Lease Agreement is attached for review and consideration. This document establishes the contractual framework for equipment leasing and is designed to ensure compliance with industry standards, clarity of obligations, and enforceability of terms.
	Additionally, we have provided our proposed **Sales and Service Agreement**, which shall govern the provision of maintenance and related services. This agreement has been structured to delineate the respective rights and responsibilities of each party.
	These agreements have been employed successfully with other customers, as well as State and Municipalities .

In addition, please see below:

4.4.6 SLA Remedies	We respectfully request that the penalty provisions be removed and that all disputes be governed by the applicable provisions (in accordance with the available legal remedies).

TRACKABLE REDLINE VERSION

Copy Plus Rental Agreement

APPLICATION NO.	AGREEMENT NO.

-

The words "**User**," "**Lessee**," "**you**" and "**your**" refer to **Customer**. The words "**Owner**," "**Lessor**," "**we**," "**us**" and "**our**" refer to

CUSTOMER INFORMATION

FULL LEGAL NAME   STREET ADDRESS

CITY   STATE   ZIP   PHONE   FAX

BILLING NAME (IF DIFFERENT FROM ABOVE)   BILLING STREET ADDRESS

CITY   STATE   ZIP   E-MAIL

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES	SERIAL NO.	STARTING METER

☒ See attached Schedule A

TERM & PAYMENT INFORMATION

_____ Payments* of $ _____   The payment ("Payment") period is monthly unless otherwise indicated.   *plus applicable taxes

Payment includes	_____	B&W Pages per month	Overages billed at $ _____	per B&W page*
Payment includes	_____	Color Pages per month	Overages billed at $ _____	per Color page*
Payment includes	_____	B&W Prints per month	Overages billed at $ _____	per B&W print*
Payment includes	_____	Color Prints per month	Overages billed at $ _____	per Color print*

Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.

OWNER ACCEPTANCE

OWNER   SIGNATURE   PRINT NAME / TITLE   DATED

CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO. You acknowledge and agree that the Equipment has been delivered to you and you hereby accept such Equipment on an "AS-IS, WHERE-IS" basis for all purposes as of the date hereof. Upon you signing below, your promises herein will be non-cancelable, irrevocable and unconditional in all respects.

X

CUSTOMER (as referenced above)   SIGNATURE   TITLE

FEDERAL TAX I.D. #   PRINT NAME   DATED

TERMS AND CONDITIONS (Continued on Page 2)

1. **AGREEMENT:** You agree to rent from us the goods, together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries ("Equipment") and, if applicable, finance certain intangible items such as software, software or subscription license(s), software components, prepaid cloud credits or professional services (collectively, the "Financed Items," which are included in the word "Equipment" unless separately stated) from licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement"). You represent and warrant that you will use the Equipment for business purposes only and that the Equipment is new, unless otherwise noted. You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes all prior agreements, including any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid upon execution by us. In order to facilitate an orderly transition, the start date of this Agreement will be the date the Equipment is delivered to you or a date designated by us. If a later start date is designated, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law.

2. **OWNERSHIP; PAYMENTS; TAXES AND FEES:** We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. **You will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever.** If any part of a Payment is more than 5 days late, you agree to pay a late charge equal to: a) the higher of 10% of the Payment which is late or $26.00, or b) if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which the Equipment is located. You agree to reimburse us for all applicable taxes, assessments and penalties related to this Agreement, whenever levied or assessed on this Agreement, on us or you, or on the Equipment, its rental, sale, ownership, possession, use or operation. If we are not going to file and pay, you will be notified in writing within 60 days after commencement and or billed directly to you by your taxing jurisdiction. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense we pay on your behalf and to pay us an annual tax processing fee up to $50. You agree to pay us an origination fee of $189.50 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of $30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. **EQUIPMENT; SECURITY INTEREST:** At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move Equipment unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, except amounts secured by land and buildings in addition to the Equipment. You authorize and ratify our filing of any financing statement(s). You will not change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. **INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, do as provided in either (A) or (B) below: (A) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. In addition, you agree to pay us our standard fees in connection with obtaining such insurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. (B) We charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. **NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.** We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, renting, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or termination of this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.

5. **ASSIGNMENT: YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT**, without our prior written consent, which will not be unreasonably **withheld.** You shall not consolidate or merge with or into any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, which shall not be unreasonably withheld, and the surviving, or successor entity or the transferee of such assets, as the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. **You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us.** This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. **DEFAULT AND REMEDIES:** You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. **LIMITATION ON LIABILITY: IN NO EVENT SHALL WE BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL WE BE LIABLE TO YOU FOR ANY DIRECT DAMAGES IN EXCESS OF THE FEES PAID BY YOU UNDER THIS AGREEMENT IN THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT THAT GIVES RISE TO THE CLAIM**. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. **You agree that this Agreement shall be a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC, as may be amended.** If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

7. **INSPECTIONS AND REPORTS:** We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair. Within 30 days after our request, you will deliver all requested information which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. Financial information will generally not be required unless your exposure with us exceeds $1,000,000. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents.

8. **END OF TERM:** At the end of the initial term, this Agreement shall renew for successive 12-month renewal term(s) under the same terms hereof unless you send us written notice between 90 and 150 days before the end of the initial term or at least 60 days before the end of any renewal term that you want to return the Equipment, and you timely return the Equipment. You shall continue making Payments and paying all other amounts due after the end of the initial term until the Equipment is returned in accordance with the terms of this Agreement. As long as you have given us the required written notice, you will return all of the Equipment to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. If you so request, and we permit the early termination of this Agreement, you agree to pay a fee for such privilege. YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY. You cannot pay off this Agreement or return the Equipment prior to the end of the initial term without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee.

9. **USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

10. **MISCELLANEOUS:** Unless otherwise stated in an amendment, supplement or addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears our manual, facsimile, scanned or electronic signature and that also bears our manually signed signature and is held by us; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. Notwithstanding the foregoing, (i) for evidentiary purposes, any faxed, scanned or electronic copy of this Agreement may be considered the original, and you waive the right to challenge in court the authenticity or binding effect of any such copy or signature thereon; and (ii) we reserve the right to require you to sign any instrument manually and to deliver to us an original of such document. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. All notices shall be mailed or delivered by electronic transmission or via overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. **Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record.** This Agreement may not be modified by course of performance. You authorize us to insert or correct missing information on this Agreement, including but not limited to agreement numbers, serial numbers and other Equipment information.

11. **WARRANTY DISCLAIMERS:** WE ARE RENTING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER(S) AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. IN THE EVENT WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE DOES NOT TAKE RESPONSIBILITIES FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. **YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON, INCLUDING ALL INSTANCES WHERE THE TERM OF A FINANCED ITEM OR ASSOCIATED SERVICE MAY NOT BE COTERMINOUS WITH THE TERM OF THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.** SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US**.**

12. **LAW; JURISDICTION/VENUE; JURY WAIVER:** This Agreement will be governed by and construed in accordance with the law of the state of the principal place of business of Owner or, if assigned, the assignee's principal place of business. You consent to the jurisdiction and venue of any state or federal court in the state of the Owner or, if assigned, where its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY**.

13. **MAINTENANCE AND SUPPLIES:** The charges established by this Agreement include payment for the use of the Equipment, accessories, maintenance by Supplier(s) during normal business hours, inspection, adjustment, parts replacement, drums, cleaning material required for proper operation and toner and developer. Paper and staples must be separately purchased by you. The per page/print charge and overages per page/print charge are based upon an 8 1/2" x 11" letter size page, print with an average 5% image fill, or its equivalent. If we determine that you have used 15% more consumable supplies than normal (as determined by the manufacturer's specifications) to produce pages/prints, you agree to pay us an amount from time to time which may be necessary to offset such increased usage. If necessary, the maintenance and supply portion of this Agreement may be assigned by us. We may charge you a monthly supply freight fee to cover our costs of shipping supplies to you. You agree to pay all amounts owing under this Agreement regardless of any claim you have against Supplier relating to the maintenance and supplies, which are being provided to you pursuant to a separate arrangement with Supplier ("Arrangement"). Supplier will be solely responsible for performing all services and providing all supplies under the Arrangement. Services may be delivered by Supplier's affiliates and/or subcontractors, at Supplier's sole discretion. You agree to not hold Owner (if different from Supplier) or any assignee of this Agreement responsible for Supplier's obligations under the Arrangement. As a convenience to you, we may provide you with one invoice covering amounts owing under this Agreement and the Arrangement. Each month, you are entitled to produce the minimum number of pages/prints shown on page 1 for each applicable page/print type. Regardless of the number of pages/prints made, you will never pay less than the minimum Payment. You agree to provide periodic meter readings on the Equipment. You agree to pay the applicable overage charge for each metered page/print that exceeds the applicable minimum number of pages/prints. Pages/prints made on equipment marked as not financed under this Agreement will be included in determining your page/print and overage charges. At the end of the first year of this Agreement, and once each successive 12-month period thereafter, the Payment and the overage charges may be increased by a maximum of 20% of the existing payment or charge and where a contract is subject to flat rate pricing, modify the Payment accordingly based on Customer's usage during the previous 12-month period.

14. **METER; ELECTRIC SERVICES:** Most equipment will be connected to a remote transmission tool which will report the number of images made on the Equipment each month and upon which monthly invoices will be based. If a remote transmission tool is not installed and otherwise upon request, you will provide us, by telephone, e-mail or fax with the actual meter readings three days prior to your due date. We may estimate the number of images used if such meter readings are not received from you by us within 2 days. The estimated charge for excess images shall be adjusted upon receipt of actual meter readings. If you are unable to maintain remote transmission, we reserve the right to charge you a per device fee for such affected Equipment due to the increased service visits that will be required in order for Supplier to: (x) obtain such information, (y) provide such transmissions and/or (z) provide such maintenance services and supplies that otherwise would have been provided remotely and/or proactively. If you elect to not install a remote transmission tool, a manual meter collection fee as outlined on the Supplier's currently published fee schedule shall apply. You agree to provide adequate space without charge for the Equipment, adequate electricity (including, if necessary, a dedicated 110 or 220 volt line), an electrical surge suppressor with a UL-1449 rating or better, and reasonable storage for supplies to be used with the equipment.

BILL TO	SALES & SERVICE AGREEMENT	SHIP TO

CUSTOMER NAME		CUSTOMER NAME	
ADDRESS		ADDRESS	
CITY, STATE ZIP		CITY, STATE ZIP	

BILL TO CONTACT PERSON	BILL TO PHONE NUMBER	BILL TO EMAIL	SHIP TO CONTACT PERSON	SHIP TO PHONE NUMBER	SHIP TO EMAIL

SALESPERSON	CUSTOMER PURCHASE ORDER #	COMPANY REFERENCE #	SERVICE CONTRACT		MPS CONTRACT	
			CONTRACT #		CONTRACT #	

[RENTAL PAYMENT/LEASEPAYMENT/CASH AMOUNT]	SERVICE PAYMENT	MPS PAYMENT

TERMS OF PAYMENT: NET THIRTY (30) DAYS FROM DATE OF INVOICE

QTY	MODEL/PRODUCT #	LOCATION	DESCRIPTION	METER POOLS	PRICE	TOTAL PRICE

☐ SEE PRODUCT SCHEDULE (SCHEDULE A)	☐ SEE TRADE-IN EQUIPMENT / LEASE RETURN FORM	SUBTOTAL	
NOTE / ADJUSTMENT DETAILS		SPECIAL SERVICES FEES	
		OTHER ADJUSTMENTS	

CONTRACT TYPE		EFFECTIVE DATES			TRANSACTION TYPE
☐ CASH SALE	☐ RENTAL	TERM IN MONTHS		Actual start date based on delivery or lease commencement.	
☐ LEASE	☐ MAINTENANCE ONLY	PROPOSED START DATE			

CONTRACT TERMS

NOTES

SERVICE   MPS

☐	☐	All parts, labor, drums and supplies; excluding paper and staples
☐	☐	All parts and labor, including drums; excluding supplies, paper, and staples
☐	☐	Includes other (indicate)

CONTRACT POOLS		INCLUDED IN LEASE PAYMENT	☐ SERVICE	☐ MPS
POOL	VOLUME	OVG. RATE	PAYMENT	BASE FRQNCY	OVG. FRQNCY

REMOTE SERVICE TECHNOLOGY ☐ XDA/XDM ☐ FM AUDIT ☐ DECLINE	PRIMARY METER CONTACT
TECHNOLOGY CONTACT PERSON	TECH PHONE #	TECH EMAIL	METER CONTACT PERSON	METER PHONE #	METER EMAIL

Company will charge a fee per machine per overage billing cycle should customer decline meter and supply technology app installation.

QTY	MODEL / PRODUCT #	SOFTWARE & DESCRIPTION	☐ SEE SOW FOR DETAILS	TOTAL PRICE

CUSTOMER ACCEPTANCE

By executing this agreement, I acknowledge that I have read and understand this agreement and I certify that I am authorized to execute this agreement on behalf of customer. Authorized signature acknowledges terms / conditions and expiration dates or meter readings. The terms and conditions on the face and reverse side of this agreement correctly set forth the entire agreement between parties.

AUTHORIZED CUSTOMER SIGNATURE:		TITLE:	
SIGNER'S NAME (PRINTED):		DATE:	
COMPANY SALES:		DATE:	

Initials

Sales and Service Terms and Conditions

1. <u>Definitions.</u> The first page of this Sales Order/Service Agreement is referred to herein as the "Cover Page." The Cover Page and these Terms and Conditions, along with a listing of additional products on Product Schedule (if attached), and or any other attachments referenced on the Cover Page represent the agreement (the "Agreement") between Company and the Customer ("Parties") as identified on the Cover Page of this Agreement, with respect to the acquisition of those Products and the Service for such Products. "Products" shall mean the equipment ("Equipment") and any Software ("Application Software") identified on the Cover Page and/or on Product Schedule.

2. <u>Scope.</u> This Agreement may be executed for:

    a) A SALE of Products. If a SALE, Company hereby offers to sell/license and Customer hereby accepts to purchase/license those Products in the quantity and for the price indicated on the Cover Page (and/or Product Schedule). Payment terms are set forth in Section 7, below. Title to the Equipment will transfer to Customer upon delivery;-or

    b) A LEASE of Products. If a LEASE, Customer will execute a separate lease agreement with a third party lessor which will fund the purchase/license of the Products in the quantity indicated on the Cover Page (and/or Product Schedule) for the benefit of Customer. The lease will be between Customer and a third-party lessor. Company will not be a party to the lease. Upon execution of a lease agreement between Customer and third-party lessor, the Customer shall be responsible to lessor to satisfy the terms and conditions of the lease;-or

    c) A RENTAL of Products. If a RENTAL, Company hereby offers to rent and Customer hereby accepts to pay for those Products in the quantity and for the price indicated on the Cover Page (and/or Product Schedule). Payment terms are set forth in Section 7, below. Title will remain with the Company throughout the Term as indicated on the Cover Page. Customer agrees to obtain adequate insurance coverage sufficient to cover the full replacement value of the rental equipment while in Customer's possession, and to have Company named as the loss payee. Unless otherwise stated in the Cover Page, the rental is non-cancellable for the stated term.

3. <u>Delivery and Installation.</u> Unless specified otherwise on the Cover Page, the Company shall deliver and install the Products at the location specified by Customer on the Cover Page unless: (1) Customer has not made available at that address a suitable place of installation as specified by the Company; or (2) Customer has not made available suitable electrical service in accordance with the Underwriter's Lab ("UL") or manufacturer's requirements. All risk of loss will transfer to the Customer upon delivery. Customer will be responsible for nonstandard delivery charges.

4. <u>Services.</u> This Agreement covers both the labor and materials for adjustments, repairs, and replacement of parts necessitated by normal use of the Equipment. Unless otherwise stated on the Cover Page, Services do not include the following: (a) repairs due to (i) misuse, neglect, or abuse (including, without limitation, improper voltage or use of supplies that do not conform to the manufacturers' specifications), (ii) use of options, accessories, products, supplies not provided by Company; (iii) non-Company alterations, relocation, or service; and/or (iv) loss or damage resulting from accidents, fire, water, or theft; (b) maintenance requested outside Company's normal business hours or this Agreement, (c) relocation, (d) software or connected hardware, (e) hard drive replacement, (f) MICR Toner for Laser Printers, and parts and labor for all non-laser printers, and/or (g) parts for Scanners. Company reserves the right, at its sole discretion, to replace Equipment with Equipment of similar or better conditions and features, rather than providing on-site Service support. Replacement parts may be new, reprocessed, or recovered. Supplies provided by Company are in accordance with the copy volumes set forth on the Cover Page and within the manufacturer's stated yields, and do not include staples or paper. Supplies are to be used exclusively for the Equipment and remain Company property until consumed. Customer will return, or allow Company to retrieve, any unused supplies at the termination or expiration of this Agreement. Customer is responsible for the cost of excess supplies. Supplies will be shipped to Customer via UPS Ground, or another method selected by Company. Unless otherwise stated herein, Customer will be billed for shipping, including, but not limited to, UPS Ground, Overnight, and/or Messenger Service per billing period or per shipment based on number of products. Additional fees may be charged for Services provided outside Company's standard business hours or for computer/network issues and will be at Company hourly rates in effect at the time of such Services. Equipment may be supported and serviced using data that is automatically collected by Company from the Equipment via electronic transmission from the Equipment to a secure off-site location. Examples of automatically transmitted data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. All such data will be transmitted in a secure manner specified by Company. The automatic data transmission capability does not permit Company to read, view or download any Customer data, documents or other information residing on or passing through the Equipment or Customer's information management systems. Services may be delivered by Company's Affiliates and/or Subcontractors, at Company's sole discretion. Unless otherwise agreed to in writing, Customer remains solely responsible to secure any sensitive data and permanently delete such data from the internal media storage prior to removal of Equipment or termination of this Agreement. Company has no obligation to maintain Equipment beyond the "End of Service" for that particular model of Equipment. End of Service ("EOS") means the date announced by manufacturer after which Company will no longer offer Services for a particular Equipment model. Company reserves the right to discontinue Service upon thirty days written notice for any Equipment for which parts and/or Supplies are no longer available, or are not available on commercially reasonable terms.

5. <u>Meter; Electric Services.</u> Equipment is required to be connected to a remote transmission tool, which will periodically communicate meter reads as well as other device diagnostic data and upon which invoices will be based. If a remote transmission tool is not installed and otherwise upon request, you will provide us, by telephone, email, web submission, or fax with the actual meter readings three days prior to your due date. We may estimate the number of images used if such meter readings are not communicated to Company. The estimated charge for excess images shall be adjusted upon receipt of actual meter readings. If you are unable to maintain remote transmission, the Company reserves the right to charge you a per device fee for such affected Equipment due to the increased service visits that will be required in order to: (x) obtain such information, (y) provide such transmissions and (z) provide such Maintenance Services and Consumable Supplies that otherwise would have been provided remotely and/or proactively. If you elect to not install a remote transmission tool, the contract is subject to the manual meter collection fee outlined on the Company's currently published fee schedule. You agree to provide adequate space without charge for the Equipment, adequate electricity (including, if necessary, a dedicated 110 or 220-volt line), an electrical surge suppressor with a UL-1449 rating or better, and reasonable storage for supplies to be used with the Equipment.

6. <u>Additions and Modifications.</u> If, at any time during the Term, Customer upgrades, modifies, or adds equipment, Customer shall promptly notify Company and provide Company right of first refusal to provide Services for added equipment. Company maintains the right to inspect any upgrades and modifications to Equipment and/or additional equipment and, in its sole discretion, determine whether equipment is eligible for Services. If approved for Services, the Agreement will be amended to include such changes, including pricing modifications. All networked devices must be set up with our monitoring app for meters and Supplies. Any devices not under contract will be added automatically to the account for the listed rate. If our monitoring software is not reporting, the customer must work with us to resolve the issue as soon as possible.

7. <u>Term and Payment.</u> Except as may otherwise be provided for herein, this Agreement is non-cancellable and shall remain in effect throughout the Term; and, unless notified in writing sixty (60) days prior to its expiration, this Agreement shall automatically renew for 12 months. The Company reserves the right to terminate upon thirty days written notice. In the event the fees herein are included in Customer's lease payment, the Term shall run concurrently with the lease agreement and be subject to the renewal provisions provided for therein. The meter count at installation or, in the case of owned printers, at assessment, will be used for meter/overages calculations. Customer agrees to pay Company all amounts due within thirty days of the date of Company's invoice or, if the parties have agreed the third-party lessor will collect the service fees due under this Agreement on behalf of Company, in accordance with the applicable lease agreement, and all other sums when and payable. Any Monthly Payment entitles Customer to Services and Supplies for a specific number and type (i.e. black & white, color, scan) of Prints/Copies as identified on the Cover Page and will be billed in advance. In addition, Customer agrees to pay the Overage Rate for each Print/Copy that exceeds the applicable number and type of Prints/Copies provided in the Minimum Monthly Payment which amount shall be billed in arrears and is payable as indicated on the Cover Page. A Print/Copy is defined as standard 8.5"x11" copy. No credit will be applied towards unused copies/prints. Customer's obligation to pay all sums when due shall be absolute and unconditional and is not subject to any abatement, offset, defense or counterclaim. If any payment is not received by Company within fifteen (15) days of its due date, Company may charge, and Customer will pay a late fee of 5% of the amount due or $25, whichever is greater (or such lesser rate as is the maximum allowable by law). Company has the right to withhold Services and Supplies, without recourse, for any non-payment. Unless otherwise stated on the Cover Page, Company may increase the Base Charge and/or the Overage Rates on an annual basis, in an amount not to exceed 20%. Company retains the right to have all or some of the amounts due hereunder billed and/or collected by third parties. If Customer requires any specialized billing procedure or invoicing, Company reserves the right to bill an administrative fee, in accordance with Company's currently published fee schedule, which is subject to change from time to time.

8. <u>Taxes.</u> Payments are exclusive of all state and local sales, use, excise, privilege and similar taxes, if any. You will be responsible for, indemnify and hold Company harmless from, all applicable taxes, fees or charges (including sales, use, personal property and transfer taxes (other than net income taxes), plus interest and penalties) assessed by any governmental entity on you, the Equipment, this Agreement, or the amounts payable hereunder (collectively, "Taxes"), unless you timely provide continuing proof of your tax exempt status. Customer will pay when due, either directly to the taxing authority or to Company upon demand, all taxes, fines and penalties relating to this Agreement that are now or in the future assessed or levied, except for taxes levied upon Company's income.

9. <u>Applicable Laws.</u> Both Parties agree that they will comply with all applicable laws and regulations during the Term.

10. <u>Limited License to Use Software.</u> Company grants (and is authorized by its licensor's to grant) Customer a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation ("Base Software") only with the Equipment with which it was delivered; and (b) Software that is set forth as a separate line item in this Agreement ("Application Software") (including its accompanying documentation), as applicable, for as long as Customer is current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Licensed Software". Customer has no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Licensed Software; (2) activate Licensed Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Licensed Software will reside solely with Company and/or its licensors (who will be considered third-party beneficiaries of this Section). Licensed Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (x) Company is denied access to periodically reset such code; (y) Customer is notified of a default under this Agreement; or (z) Customer's license is terminated or expires. The Base Software license will terminate: (i) if Customer no longer uses or possesses the Equipment; or (ii) upon the expiration or termination of this Agreement, unless Customer has exercised its option to purchase the Equipment. Neither Company nor its licensors warrant that Licensed Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to Licensed Software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement.

11. <u>Diagnostic Software.</u> Software used to evaluate or maintain the Equipment ("Diagnostic Software") is included with the Equipment. Diagnostic Software is a valuable trade secret of Company or its Licensors. Title to Diagnostic Software will remain with Company or its licensors. Company does not grant Customer any right to use Diagnostic Software, and Customer will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so). Customer will allow Company reasonable access to the Equipment to remove or disable Diagnostic Software if Customer is no longer receiving Service from Company, provided that any on-site access to Customer's facility will be during Customer's standard business hours.

12. <u>Software Support.</u> Except for Application Software identified as "No Svc." on the Cover Page, Company (or a designated servicer) will provide the software support set forth below ("Software Support"). For Base Software for Equipment, Software Support will be provided during the initial Term and any renewal period but in no event longer than 5 years after Company stops taking customer orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as Customer is current in the payment of all applicable software license and support fees. Company will maintain a web-based or toll-free hotline during Company's standard working hours to report Licensed Software problems and answer Licensed Software-related questions. Company, either directly or with its vendors, will make reasonable efforts to: (a) assure that Licensed Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Licensed Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of 6 months after the current Release is made available to Customer. Company will not be required to provide Software Support if Customer has modified the Licensed Software. New releases of Licensed Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Company may make available will be provided at no charge and must be implemented within six months. New releases of Licensed Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at then-current pricing. Maintenance Releases, Updates and Feature Releases are collectively referred to as "Releases". Each Release will be considered Licensed Software governed by the Software License and Licensed Software Support provisions of this Agreement (unless otherwise noted). Implementation of a Release may require Customer to procure, at Customer's expense, additional hardware and/or software from Company or another entity. Upon installation of a Release, Customer will return or destroy all prior Releases.

<u>**Initials**</u>

13. INTELLECTUAL PROPERTY.
   a. CUSTOMER'S CONTENT AND CUSTOMER ASSETS. Customer represents and warrants that it owns the customer assets and its content and materials provided to Company in connection with this Agreement or otherwise has the right to authorize Company to perform the Services hereunder. Customer represents and warrants that such content and materials do not, and shall not, contain any content that (i) is libelous, defamatory or obscene and/or (ii) infringes on or violates any applicable laws, regulations or rights of a third party, including without limitation, export laws, or any proprietary, intellectual property, contract, moral or privacy right or any other third party right.
   b. XEROX TOOLS. "Xerox Tools" means certain Xerox proprietary tools (including any modifications, enhancements and derivative works) used by Company to provide certain Services Xerox and its licensors will at all times retain all right, title and interest in and to Xerox Tools including without limitation, all intellectual property rights therein, and, except as expressly set forth herein or as set forth in a Statement of Work (SOW) where limited access to the Xerox Device Manager (XDM) may be granted for a specific purpose, no rights to use, access or operate the Xerox Tools are granted to Customer. Xerox Tools will be installed and operated only by Company or its authorized agents. If required for royalty reporting purposes, Company may disclose Customer's name and address to Xerox and/or the third-party licensor of certain Xerox Tools. Customer will not decompile or reverse engineer any Xerox Tools, or allow others to engage in same. Customer will have access to reports generated by the Xerox Tools and stored in a provided database as set forth in the applicable SOW. Company may remove Xerox Tools at any time in Company's sole discretion, provided that the removal of Xerox Tools will not affect Company's obligations to perform Services, and Customer shall reasonably facilitate such removal. If Xerox Tools are included as part of the Services, they may be used by Customer only in conjunction with such Services.
   c. LIMITED LICENSE TO ASSESSMENTS AND REPORTS. Customer may duplicate and distribute assessments and/or reports prepared by Company pursuant to this Agreement only for Customer's internal business purposes. Any recommendations and processes described in assessments and/or reports may only be implemented by Company for Customer and, if implemented, used by Customer only for Customer's internal business purposes.
   d. NO GRANTS TO CUSTOMER. Customer agrees that, except as set forth expressly in this Agreement, no other rights or licenses are granted to Customer. Further, the rights granted to Customer in this Section shall immediately terminate if Customer defaults hereunder with respect to any of its obligations related to such grant.
14. CONFIDENTIAL INFORMATION. Information exchanged under this Agreement will be treated as confidential if it is identified as confidential at disclosure or if the circumstances of disclosure would indicate to a reasonable person that the information should be treated as confidential ("Confidential Information"). The terms and conditions of this Agreement are Confidential Information of Company and Customer, and each party agrees not to disclose any of the foregoing without the other party's prior written consent. Confidential Information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure for two (2) years from the termination or expiration of this Agreement under which such Confidential Information was disclosed, whichever occurs later; provided, however, confidentiality with respect to trade secrets and Xerox Tools will not expire. These obligations of confidentiality will not apply to any Confidential Information that: (1) was in the public domain prior to, at the time of, or subsequent to the date of disclosure through no fault of the receiving party; (2) was rightfully in the receiving party's possession or the possession of any third party free of any obligation of confidentiality; (3) was developed by the receiving party's employees independently of and without reference to any of the other party's Confidential Information; or (4) where disclosure is required by law or a government agency. Upon expiration or termination of this Agreement, each party will return to the other or, if requested, destroy, all Confidential Information of the other in its possession or control, except such Confidential Information as may be reasonably necessary to exercise rights that survive termination of this Agreement.
15. Warranty. Customer acknowledges that the Products covered by this Agreement were selected by Customer based upon its own judgment. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT; IMPLIED WARRANTIES OF MERCHANTABILITY; OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY AND UNRESERVEDLY EXCLUDED.
16. LIMITATION OF LIABILITY. IN NO EVENT, SHALL COMPANY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND IRRESPECTIVE OF WHETHER COMPANY HAS NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER FOR ANY DIRECT DAMAGES IN EXCESS OF THE FEES PAID FOR SERVICES UNDER THIS AGREEMENT BY CUSTOMER TO COMPANY DURING THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT THAT GAVE RISE TO THE CLAIM.
17. Default; Remedies. Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) failure by Customer to make payment when due of any indebtedness to Company or for the Products, whether or not arising under this Agreement, without notice or demand by Company; (b) breach by Customer of any obligation herein; or (c) if Customer ceases doing business as a going concern. If Customer defaults, Company may: (1) require future Services, including Supplies, be paid for in advance, (2) require Customer to immediately pay the amount of the remaining unpaid balance of the Agreement, (3) terminate any and all agreements with Customer, and/or (4) pursue any other remedy permitted at law or in equity. In the Event of Default, remaining payment amounts due will be calculated using the average of the last six months' billing or the amount set forth on the face of the Agreement, whichever is greater, multiplied by the remaining months of the Agreement, to compensate for loss of bargain and not as a penalty. Customer agrees that any delay or failure of Company to enforce its rights under this Agreement does not prevent Company from enforcing any such right at a later time. All of Company's rights and remedies survive the termination of this Agreement. In the event of a dispute arising out of this Agreement or the Products listed herein, should it prevail, Company shall be entitled to collection of its reasonable costs and attorneys' fees incurred in defending or enforcing this Agreement, whether or not litigation is commenced.
18. Assignment. Customer may not sell, transfer, or assign this Agreement without the prior written consent of Company. Company may sell, assign or transfer this Agreement.
19. Notices. All notices required or permitted under this Agreement shall be by overnight courier such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from Company to Customer shall be effective two days after it has been sent via overnight courier.
20. Indemnification. Each party, if promptly notified by the other and given the right to control the defense, shall indemnify, defend and hold harmless the other party, its affiliates, and their respective officers, directors, employees, agents, successors and assigns, from and against all claims by a third party for losses, damages, costs or liability of any kind (including expenses and reasonable legal fees) that a court finally awards such party ("Claims") for bodily injury (including death) and damage to real or tangible property, to the extent proximately caused by the negligent acts or omissions, or willful misconduct of the indemnifying party (or its affiliates) in connection with this Agreement.
21. Fax/Electronic Execution. A faxed or electronically transmitted version of this Agreement may be considered the original and Customer will not have the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. This Agreement may be signed in counterparts and all counterparts will be considered and constitute the same Agreement.
22. Warranty to Execute. Each party represents and warrants to the other, as an essential part of this Agreement, that: (i) it is duly organized and validly existing and in good standing under the laws of the state of its incorporation or formation; (ii) this Agreement has been duly authorized by all appropriate corporate action for signature; and (iii) the individual signing this Agreement is duly authorized to do so.
23. Miscellaneous. (a) Choice of Law. This Agreement shall be governed by the laws of the state of (without regard to the conflict of laws or principles of such states); (b) Jury Trial. CUSTOMER EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS AGREEMENT; (c) Entire Agreement. This Agreement constitutes the entire agreement between the parties with regards to the subject matter herein and supersedes all prior agreements, proposals or negotiations, whether oral or written; (d) Enforceability. If any provision of this Agreement is unenforceable, illegal or invalid, the remaining provisions will remain in full force and effect; (e) Amendments. This Agreement may not be amended or modified except by a writing signed by the parties; provided Customer agrees that Company is authorized, without notice to Customer, to supply missing information or correct obvious errors provided that such change does not materially alter Customer's obligations; (f) Force Majeure. Company shall not be responsible for delays or inability to provide Products or Services caused directly or indirectly by strikes, accidents, climate conditions, parts availability, unsafe travel conditions, or other reasons beyond Company's control.

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