

**CLERK'S CONTRACT and AGREEMENT COVER PAGE**

**Legistar File ID#:** 2020-0879

**Innoprise Contract #:** C20-0170

**Year:** 2020

**Amount:** \$2,082,786.00

**Department:** Information Technology

**Contract Type:** Vendor Service Agreement

**Contractors Name:** Tyler Technologies, Inc.

**Contract Description:** Tyler Munis Enterprise Resource Planning Contract  
Change Order: 2023-0219 - Purchase of Recruiting Module \$15,179.00.

# Project Change Request

Client Name:	<u>Village of Orland Park IL</u>	Contract Number:	<u>2019-70240-10</u>
Client Project Manager:	<u>Regina Earley (Orland Park)/Bhargav Patel (Data Climb)</u>	Requested By (Name):	<u>Regina Earley</u>
Tyler Project Manager:	<u>Michael Peterson</u>	Change Req. Number:	<u>Orland Park-ERP-Recruiting</u>
Request Date:	<u>3/24/2023</u>	Expiration Date:	<u>9/20/2023</u>
Milestones Contract:	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (If Yes, must provide updated WBS Milestones List w/ Amounts)	Terminate Software:	<input checked="" type="checkbox"/> No . Only Terminate Software Support <input type="checkbox"/> <b>Yes. Remove Software &amp; Support</b> (If Yes, must provide list of the software modules under Project Scope being terminated)
SaaS Hosting:	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Software/Support Term Effective Date:	<u></u>

**Description of Proposed Change**  
 Purchase of the Recruiting Module (add software and support)

**Impact on Project Scope**  
 Additional training will be needed for the addition of the Recruiting Module to the HRM Phase

**Impact on Project Schedule**

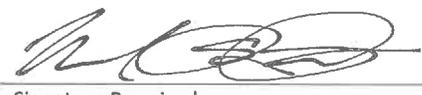
Phase/Task	Original Start Date	Original Finish Date	Proposed Start Date	Proposed Finish Date
Recruiting Implementation	n/a	n/a	6/21/23	9/26/23

**Impact on Resources**  
 Additional Consultants will need to be added to the project to train the Recruiting Module

Impact on Project Budget					
Budget Impact					
Recruiting License + \$4728					
Professional Services + \$9600					
Milestones Impact					
N/A					
Hours Impact					
Phase Name	Training/Impl	Conversion	Forms	Development	Testing
HRM	48				
Dollars Impact					
Phase Name	Training/Impl	Conversion	Forms	Development	Testing
HRM	\$9600				

Client Project Manager: *village*  Date: 4-12-23  
*Signature Required* George Koczwar

Client Project Manager Comments

Tyler Project Manager:  Date: 4/12/2023  
*Signature Required*

Tyler Project Manager Comments

This needs to be returned with the signed quote related to this change order.

## Sponsorship Acceptance

NOTE: No changes may be made to this project without the agreement of the Client Project Sponsor and/or Steering Committee. Submit endorsed Change Request to the Tyler Technologies Project Manager.

Date	Title	Approved By	Signature



Quoted By: Gary Dube  
 Quote Expiration: 09/20/23  
 Quote Name: Orland Park-ERP-Recruiting  
 Quote Description: Tyler Recruiting module

**Sales Quotation For:**

Village of Orland Park  
 14700 Ravinia Ave  
 Orland Park IL 60462-3134  
 Phone: +1 (708) 403-6100

**Tyler License Fees and Related Services**

Description	Qty	License	Hours	Module Total	Year One Maintenance
Human Resources Management					
Recruiting	1	\$ 4,728.00	40	\$ 4,728.00	\$ 851.00
<b>TOTAL</b>		<b>\$ 4,728.00</b>	<b>40</b>	<b>\$ 4,728.00</b>	<b>\$ 851.00</b>

**Professional Services**

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Project Management	8	\$ 200.00	\$ 0.00	\$ 1,600.00	\$ 0.00
Remote Implementation	40	\$ 200.00	\$ 0.00	\$ 8,000.00	\$ 0.00
<b>TOTAL</b>				<b>\$ 9,600.00</b>	<b>\$ 0.00</b>



Summary	One Time Fees	Recurring Fees
Total Tyler License Fees	\$ 4,728.00	\$ 851.00
Total SaaS	\$ 0.00	\$ 0.00
Total Tyler Services	\$ 9,600.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
<b>Summary Total</b>	<b>\$ 14,328.00</b>	<b>\$ 851.00</b>
<b>Contract Total</b>	<b>\$ 15,179.00</b>	

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: \_\_\_\_\_

4/12/2023

Print Name: \_\_\_\_\_

P.O.#: \_\_\_\_\_

*George Koczwarra*  
Village Manager

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 two (2) 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.

Standard Project Management responsibilities include project plan creation, initial stakeholder presentation, bi-weekly status calls, updating of project plan task statuses, and go-live planning activities.





# VILLAGE OF ORLAND PARK

14700 Ravinia Avenue  
Orland Park, IL 60462  
www.orlandpark.org

## Master

File Number: 2023-0219

File ID: 2023-0219

Type: MOTION

Status: PASSED

Version: 2

Reference:

Controlling Body: Board of Trustees

File Created Date : 03/17/2023

Agenda Entry: Optimize HRM Change Order Presentation

Final Action: 04/03/2023

Title: Optimize HRM and Financials Change Order Presentation

### Notes:

### Sponsors:

Res/Ord Date:

Attachments: 2023-3-23 OPTIMIZE HRM CHANGE ORDER PRESENTATION-EXHIBIT A, 2023-3-28 SUMMARY FOR BOARD OF TRUSTEES-EXHIBIT B, 2023-3-23 TYLER HRM PM SALES ORDER-EXHIBIT C, 2023-3-23 TYLER INVENTORY CHANGE ORDER-EXHIBIT D, 2023-3-23 DATA CLIMB PMO CHANGE ORDER-EXHIBIT E, 2023-3-24 TYLER HRM RECRUITING SALES ORDER-EXHIBIT F

Res/Ord Number:

### Drafter:

Hearing Date:

### Department

Effective Date:

### Contact:

### Related Files:

## History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	Information Technology Department	03/23/2023	INTRODUCED TO COMMISSION	Technology Commission	03/23/2023		
2	Information Technology Department	04/03/2023	INTRODUCED TO BOARD	Board of Trustees	04/03/2023		
2	Board of Trustees	04/03/2023	APPROVED				Pass

## Text of Legislative File 2023-0219

..Title

Optimize HRM and Financials Change Order Presentation

### History

On March 23, 2023, Clarence Clark from Data Climb presented to the Technology Committee a history of the Tyler Human Resources Management (HRM) project as well as options moving forward. The HRM presentation is attached as EXHIBIT A. Kevin Wachtel, Village Finance

Director, also presented a summary of the Tyler Munis software implementation and related contracts. The financial summary is attached as EXHIBIT B. Additional Exhibits are attached as follows:

EXHIBIT C: Tyler HRM Project Management Sales Order

EXHIBIT D: Tyler Inventory Project Change Request

EXHIBIT E: Data Climb PMO Change Order

EXHIBIT F: Tyler HRM Recruiting Sales Order

Recommended Action/Motion

I move to approve the change orders with Tyler Technologies for Project Manager Services, Tyler Recruiting, and removing Inventory Licenses for total costs for implementation and maintenance for the initial 5-year term not to exceed \$2,162,954;

AND

To approve a change order for Insight Public Sector for Data Climb project management services for the HRM project and Tyler Financials for an additional \$359,123, for a total contract amount not to exceed \$1,658,080;

AND

To authorize the Village Manager to execute all related contracts and change orders subject to Village Attorney review.