

DEPARTMENT OF PROCUREMENT SERVICES NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION

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Complete this cover form and the Non-Competitive Procurement Application Worksheet in detail. Refer to the page entitled "Instructions for Non-Competitive Procurement Application" for completing this application in accordance with its policy regarding NCRB. Complete "other" subject area if additional information is needed. Subject areas must be fully completed and responses merely referencing attachments will not be accepted and will be immediately rejected.

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Request NCRB review I Company: Tyler Techn	be conducted for the pro- ologies	duct(s) and/o	r service(s) de	escribed herei	n.
Contact Person:		hone:	Email:		
David Shames		57-585-1064	and the second se	shames@tyle	
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(FOR NCRB USE ONL' Recommend Approval/Date: _			Appro	ved	Rejected
Return to Department/Date:			CHIEVPRO		FICER 1/17/025

April 2013



All applicable information on this worksheet must be addressed using each question found on the "Instructions for Non-Competitive Procurement Application" in this application.

Justification for Non-Competitive Procurement Worksheet

PROCUREMENT HISTORY

1. Describe the requirement and how it evolved from initial planning to its present status.

The purpose of this application is to continue the procurement of the software behind the City of Chicago Data Portal and allow AIS-IT to expand it to include an Enterprise Data Portal.

The City of Chicago Data Portal (data.cityofchicago.org) dates back to 2010. According to the site, "The City of Chicago's open data portal lets you find city data, lets you find facts about your neighborhood, lets you create maps and graphs about the city, and lets you freely download the data for your own analysis. Many of these datasets are updated at least once a day, and many of them are updated several times a day. The open data portal is required under an Executive Order signed by Mayor Rahm Emanuel on December 10, 2012." This Executive Order has remained in place through three administrations, including the current one.

2. Is this a first time requirement or a continuation of previous procurement from the same source? If so, explain the procurement history.

Implementing and migrating to the Enterprise Data Platform is a first time requirement. The open data portal is a Software as a Service (SaaS) platform developed and run by Tyler Technologies, Inc. Initially, Chicago procured the platform from the then-startup Socrata company and renewed its purchase annually. Socrata was purchased by Tyler Technologies in approximately 2018, which triggered a revision of the contract in 2019. Chicago continued its annual renewals, and the general nature of the relationship and product has continued, although the software features have evolved over the years, sometimes in response to requests or suggestions from Chicago.

Shortly before the Tyler acquisition, Socrata introduced what was then called the Socrata Connected Government Cloud and has since been renamed as the Enterprise Data Platform (EDP). It is based on the Open Data Platform but adds a number of additional features which improve both end-user functionality and administrative tools, including some related to security. In 2022, as part of the IT Modernization plan, a key deliverable assigned to AIS-IT was to create an internal data warehouse platform that could serve as a single source of truth for commonly used datasets across the enterprise. After researching alternatives, we settled on EDP. We talked with Tyler multiple times and realized expanding the Open Data Portal to include EDP was the most cost-effective and resource-ready option. We presented our recommendation to the CIO and the Technology Strategy Group (TSG) and received approval. We then requested and received funding in the 2023 budget. In the process of attempting to expand our license and purchase the EDP, we came to learn that the revised contract from 2019 was out of compliance and that we needed to go through this process.

3. Explain attempts made to competitively bid the requirement (attach copy of sources contacted).

Given we already procure Tyler Technologies' ODP and have developed expertise in its software over the course of 13 years, and given the EDP is an expansion of that same software and will meet the City's needs for an enterprise data hub, we have determined that to competitively bid the requirement would be counterproductive and detrimental to City resources and IT Mod priorities. Tyler is the only game in town that can accomplish both needs: provide a platform for both public data and private (enterprise) data.

4. Describe in detail all research done to find other sources; list other cities, companies in the industry, professional organizations contacted. List periodicals and other publications used as references.

We researched which platforms the ten largest cities in the U.S. are using for open data. Four, including Chicago, are using Tyler. NYC and LA are also using Tyler, which makes a compelling case since the three largest cities in the country use Tyler. Two appear to be using homegrown / custom systems. The remaining four are using GovQA. However, our impression of those sites is that the features and user experience are inferior to the current

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Chicago data portal. There are other players in the market but, to our knowledge, these provide only niche or specialized use.

5. Explain future procurement objectives. Is this a one-time request or will future requests be made for doing business with the same source?

This one-time request is for a contract of five years. After five years, there may be a completely different approach to internal data sharing, as well as public data sharing. Changes in AI, cloud platforms, data management and entersprise systems are hard to predict and we must remain nimble and open to finding platforms that meet our needs of the moment. Currently, Tyler's EDP is the product that will meet our needs.

6. Explain whether or not future competitive bidding is possible. If not, explain in detail.

As explained in the answer to question 5, we can not predict what the future will bring in terms of technological advancement in the area of data sharing, so we can not rule out future competitive bidding. However, it is worth mentioning that as of today, Tyler is the only option that makes sense. The Tyler Open Data Platform is integrated in countless workflows and business processes throughout the City. We are pursuing a sole-source contract because to migrate thirteen years of work product to an entirely new system would be counter-productive and cost prohibitive. We would need to hire specialists, if they exist, to ensure no data were lost, to recreate data pipelines and ensure they were not corrupted, and to integrate the hypothetical new platform into our business processes and domain. Further, we would have to invest in retraining staff to administer the new platform. As a rough metric for context, there are currently about 1,700 pages (datasets and derived views) created by the Open Data Team and currently public. In principle, future competitive bidding is possible. However, the same barriers we currently face would still apply so it would only make sense to pursue if there were substantial change in the features and/or pricing of available platforms, including Tyler's. In addition, we believe that even starting from a blank slate (i.e., no transition costs in play), Tyler's platform would be our preferred one. That is based partly on on-going professional knowledge of the field but, to test the idea, we completed research as described in question 4.

ESTIMATED COST

1. What is the estimated cost for this requirement or for each contract, if multiple awards are contemplated? What is the funding source?

The cost for the ODP 2024 renewal, was \$115,000.The funding source was 23-0100-0382145-0149-220149. The funding source in future years will be found in Department 006, Department of Technology and Innovation, appropriation 0149.

2. What is the estimated cost by fiscal year?

With the expansion of the platform to include the Enterprise Data Portal, the estimated costs by fiscal year are:

Year 1 - \$185,000 + \$50,000 one-time professional services for implementation

- Year 2 \$275,000
- Year 3 \$328,000
- Year 4 \$352,000
- Year 5 \$399,000

3. Explain the basis for estimating the cost and what assumptions were made and/or data used (i.e., budgeted amount, previous contract price, current catalog or cost proposal from firms solicited, engineering or in-house estimate, etc.)

Estimating the cost was based on 2024 incurred expenditures for the current state (ODP), along with Tyler's stated prices for 300 active users in the expanded platform (EDP). Tyler reports that the computer processing and storage space for the Chicago Data Portal cost it about \$160,000 per year. As our footprint in EDP grows, so would the cost.

4. Explain whether the proposed Contractor or the City has a substantial dollar investment in original design, tooling or other factors which would be duplicated at City expense if another source was considered. Describe cost savings or other measurable benefits to the City which may be achieved.



There is a very substantial dollar investment in the current Chicago Data Portal that would be duplicated at the City's expense if we were to transition to a different platform (assuming that is even possible). The City has invested 13 years into building, maintaining, and supporting the Chicago Data Portal. We have staff that are subject matter experts in the Tyler platform and many data pipelines and transformations that contingent on the Tyler platform.

5. Explain what negotiation of price has occurred or will occur. Detail why the estimated cost is deemed reasonable.

The quoted prices provided by Tyler were arrived at based on the number of active users (300) and the estimated amount of data to be stored on the platform. If user demand or data storage needs do not meet expectations, we can renegotiate for lower costs at the time of annual renewals.

SCHEDULE REQUIREMENTS

1. Explain how the schedule was developed and at what point the specific dates were known.

The schedule will begin the migration at mid-year 2024. This was promised to City Council during 2024 Budget Hearings, and is indicative of the desired pace of the IT Modernization effort and the recognized value of improving internal data sharing. In addition, there are use cases across multiple departments that are either inefficient / unnecessarily taxing on City resources or not possible / practical at all with the current system that we intend to serve or serve better with EDP. The proposed migration schedule of approximately 90 days is based on availability of both Tyler and Chicago staff and mutual belief that it is a reasonable timeframe for the work involved in order to maintain progress and focus but not overly rush the work at the expense of putting quality at risk.

2. Is lack of drawings and/or specifications a constraining factor to competitive bidding? If so, why is the proposed Contractor the only person or firm able to perform under these circumstances? Why are the drawings and specifications lacking? What is the lead time required to get drawings and specifications suitable for competition? If lack of drawings and specifications is not a constraining factor to competitive bidding, explain why only one person or firm can meet the required schedule.

Lack of drawings or specifications are not a current constraint.

3. Outline the required schedule by delivery or completion dates and explain the reasons why the schedule is critical.

It is a 90-day schedule, as detailed in the attached Statement of Work. As explained above, EDP is a component of the IT Modernization initiative and has been promised for mid-2024. A partial list of use cases of value to the City is listed in the Other section below. For most, the costs imposed by delay are of the nature of delaying the time when the City can reduce costs/effort and increase benefits. However, in at least one scenario, a City (BACP, in this case) business function is at risk in the absence of EDP.

4. Describe in detail what impact delays for competitive bidding would have on City operations, programs, costs and budgeted funds.

The answer is essentially the same as the one given for Question 3. In particular, while most of the effects are more or less linear with the length of the delay, the BACP situation could be more of a threshold effect where the cost goes from being minimal/hypothetical to substantial/actual in a particular window of time. It is not clear when that would be but, from past conversations, late 2024 would be a reasonable estimate.

EXCLUSIVE OR UNIQUE CAPABILITY

1. If contemplating hiring a person or firm as a Professional Service Consultant, explain in detail what professional skills, expertise, qualifications, and/or other factors make this person or firm exclusively or uniquely qualified for the project. Attach a copy of the cost proposal, scope of services, and Temporary Consulting Services Form.

The professional services proposed are a relatively small, one-time engagement to carry out the migration and training. For obvious reasons, Tyler Technologies has the best knowledge about its own software and the migration



from one product to another. However, we did ask whether we potentially could do certain portions either in-house or with the assistance of a different contractor. We also asked whether the migration needed to be done all at once or if we could potentially have Tyler do an initial migration of a selected set of datasets and leave it to us to migrate others later, as needed. For technical reasons, neither approach is possible. The work must be done by Tyler and all datasets we will ever want migrated need to be done in the initial migration. It is worth noting that Tyler seemingly underpriced this work in our initial discussions but agreed to honor that price.

2. Does the proposed firm have personnel considered unquestionably predominant in the particular field?

Yes. The work involves the company's own product.

3. What prior experiences of a highly specialized nature does the person or firm exclusively possess that is vital to the job, project or program?

Naturally, Tyler has extensive experience working with its own product.

4. What technical facilities or test equipment does the person or firm exclusively possess of a highly specialized nature which is vital to the job?

Tyler, of course, has superior access to and familiarity with its own platform. Relevant portions are internal administrative modules, code, etc. available only to Tyler.

5. What other capabilities and/or capacity does the proposed firm possess which is necessary for the specific job, project or program which makes them the only source who can perform the work within the required time schedule without unreasonable costs to the City?

Tyler may very well be the only company with resources available but, since it is the only company that can do the work for other reasons, this is not something we explored -- or even could have explored.

6. If procuring products or equipment, describe the intended use and explain any exclusive or unique capabilities, features and/or functions the items have which no other brands or models, possess. Is compatibility with existing equipment critical from an operational standpoint? If so, provide detailed explanation?

The SaaS platform may or may not fall under the definition of a "product." To the extent that it does, exclusive or unique capabilities, features and functions are discussed above. Compatibility is more in the nature of processes, code, and similar than "equipment" but this is an extremely important consideration, as discussed in earlier sections.

7. Is competition precluded because of the existence of patent rights, copyrights, trade secrets, technical data, or other proprietary data (attach documentation verifying such)?

This is not a major consideration, especially because of our past success in mitigating such risks with language in the current contract that we intend to carry over to the new one.

8. If procuring replacement parts and/or maintenance services, explain whether or not replacement parts and/or services can be obtained from any other sources? If not, is the proposed firm the only authorized or exclusive dealer/distributor and/or service center? If so, attach letter from manufacturer on company letterhead.

Replacement parts are not applicable. For some aspects that might fall broadly under "maintanance," other sources are available to some degree, including doing the work ourselves. We have done this for many years and would expect to continue doing so. However, Tyler certainly has better abilities in some areas and, of course, as with any SaaS product, is the only company with access to certain maintanance resources and tools. It is worth noting that the support portion of the contact is fixed cost so, since it is necessary for some aspects, there is no marginal cost to using Tyler for many other types of support, even if they hypothetically could be acquired a different way.

OTHER

While certainly not an exhaustive list, we have identified some use cases for Tyler EDP, beyond the current capabilities of the ODP:



Related Public and Limited-Access Datasets

There are instances where portions of a dataset are fully public and other portions are available to members of the public (e.g., journalists and academics) on an approval basis. Examples are Arrests and Victimizations. Under ODP, each case requires two (or potentially more) datasets, maintained in parallel and with somewhat inefficient access controls. Under EDP, each could be a single dataset with multiple views, each with different access rights that are controlled in a more efficient manner.

Related Public and Internal-Only Datasets

Similar to the above category, there are cases where some portions of a dataset should be fully public and others should be available only to selected City employees. Examples are transportation datasets (e.g., TNP, Taxi, and eScooter trips) where only Community Area or Census Tract locations are appropriate for public publication for privacy reasons but we have more granular location data that are appropriate and useful to provide to City employees responsible for planning, regulatory oversight, tax enforcement, and similar duties.

Secure Provision of Data to External Entities

There are City business functions where sensitive data must be shared with outside entities. An example is up-todate status information on properties for houseshare companies so that they know whether a given client is approved by the City for display on their platforms. This information is not appropriate for display to the public or competing houseshare companies. The only solution under ODP is to set up dedicated datasets for each company. This has been inconvenient but manageable at the current level but BACP is anticipating a significant increase in companies, such that this approach would become very burdensome or even impractical altogether. Because of the ability to have secured views of the same dataset, EDP should offer an efficient solution. Neither AIS nor BACP has yet been able to identify another good solution so in the absence of EDP (or even its significant delay), this BACP business need may not be met or may require substantial additional resources.

More Robust Data Analysis

EDP will allow for more sophisticated analysis of datasets, including enhanced SQL-like queries not possible in ODP. It also will allow for analyses that pull data from multiple, related datasets. Under ODP, each dataset is, for almost all purposes, standalone and this has been a significant limitation.

Better Data Visualization and Display

EDP has improved tools for visualizing and presenting data. This will allow for greater ability to do that type of work in-platform, instead of having to pull data into a different tool, which should reduce the work needed and improve consistency between related presentations of the same data. It may also reduce the need for paid licenses on other tools, such as Tableau and PowerBI.



DEPARTMENT OF PROCUREMENT SERVICES NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION INSTRUCTIONS FOR NON-COMPETITIVE PROCUREMENT APPLICATION

INSTRUCTIONS FOR PREPARATION OF NON-COMPETITIVE PROCUREMENT APPLICATION

If a City Department has determined that the purchase of supplies, equipment, work and/or services cannot be done on a competitive basis, a justification must be prepared on this "Justification for Non-Competitive Procurement Application" in which procurement is requested on a or non-competitive basis in accordance with 65 ILCS 5/8-10-4 of the Illinois Compiled Statutes. Using this instruction sheet, all applicable information must be addressed on the worksheet. The information provided must be complete and in sufficient detail to allow for a decision to be made by the Non-Competitive Procurement Review Board. For Amendments, Modifications, describe in detail the change in terms of dollars, time period, scope of services, etc., its relationship to the original contract and the specific reasons for the change. Indicate both the original and the adjusted contract amount and/or expiration date with this change.

Attach a DPS Checklist and any other required documentation; the Board will not consider justification with incomplete information documentation or omissions.

PROCUREMENT HISTORY

- 1. Describe the requirement and how it evolved from initial planning to its present status.
- 2. Is this a first time requirement or a continuation of previous procurement from the same source? If so, explain the procurement history.
- 3. Explain attempts made to competitively bid the requirement (attach copy of sources contacted).
- 4. Describe in detail all research done to find other sources; list other cities, companies in the industry, professional organizations contacted. List periodicals and other publications used as references.
- 5. Explain future procurement objectives. Is this a one-time request or will future requests be made for doing business with the same source?
- 6. Explain whether or not future competitive bidding is possible. If not, explain in detail.

ESTIMATED COST

- 1. What is the estimated cost for this requirement or for each contract, if multiple awards are contemplated? What is the funding source?
- 2. What is the estimated cost by fiscal year?
- 3. Explain the basis for estimating the cost and what assumptions were made and/or data used (i.e., budgeted amount, previous contract price, current catalog or cost proposal from firms solicited, engineering or in-house estimate, etc.)
- 4. Explain whether the proposed Contractor or the City has a substantial dollar investment in original design, tooling or other factors which would be duplicated at City expense if another source was considered. Describe cost savings or other measurable benefits to the City which may be achieved.
- 5. Explain what negotiation of price has occurred or will occur. Detail why the estimated cost is deemed reasonable.

SCHEDULE REQUIREMENTS

- 1. Explain how the schedule was developed and at what point the specific dates were known.
- 2. Is lack of drawings and/or specifications a constraining factor to competitive bidding? If so, why is the proposed Contractor the only person or firm able to perform under these circumstances? Why are the drawings and specifications lacking? What is the lead time required to get drawings and specifications suitable for competition? If lack of drawings and specifications is not a constraining factor to competitive bidding, explain why only one person or firm can meet the required schedule.
- 3. Outline the required schedule by delivery or completion dates and explain the reasons why the schedule is critical.
- 4. Describe in detail what impact delays for competitive bidding would have on City operations, programs, costs and budgeted funds.

EXCLUSIVE OR UNIQUE CAPABILITY

- 1. If contemplating hiring a person or firm as a Professional Service Consultant, explain in detail what professional skills, expertise, qualifications, and/or other factors make this person or firm exclusively or uniquely qualified for the project. Attach a copy of the cost proposal, scope of services, and <u>Temporary Consulting Services Form</u>.
- 2. Does the proposed firm have personnel considered unquestionably predominant in the particular field?
- 3. What prior experiences of a highly specialized nature does the person or firm exclusively possess that is vital to the job, project or program?
- 4. What technical facilities or test equipment does the person or firm exclusively possess of a highly specialized nature which is vital to the job?
- 5. What other capabilities and/or capacity does the proposed firm possess which is necessary for the specific job, project or program which makes them the only source who can perform the work within the required time schedule without unreasonable costs to the City?
- 6. If procuring products or equipment, describe the intended use and explain any exclusive or unique capabilities, features and/or functions the items have which no other brands or models, possess. Is compatibility with existing equipment critical from an operational standpoint? If so, provide detailed explanation?
- 7. Is competition precluded because of the existence of patent rights, copyrights, trade secrets, technical data, or other proprietary data (attach documentation verifying such)?
- 8. If procuring replacement parts and/or maintenance services, explain whether or not replacement parts and/or services can be obtained from any other sources? If not, is the proposed firm the only authorized or exclusive dealer/distributor and/or service center? If so, attach letter from manufacturer on company letterhead.

MBE/WBE COMPLIANCE PLAN

* All submissions must contain detailed information about how the proposed firm will comply with the requirements of the City's Minority and Women Owned Business program. All submissions must include a completed C-1 and D-1 form, which is available on the Procurement Services page on the City's intranet site. The City Department must submit a Compliance Plan, including details about direct and indirect compliance.

OTHER

1. Explain other related considerations and attach all applicable supporting documents, i.e., an approved "ITGB Form" or "Request For Individual Hire Form".

REVIEW AND APPROVAL

This application must be signed by both Originator of the request and signed by the Department Head. After review and final disposition from the Board, this application will be signed by the Board Chairman. After review and final disposition from the Board, this form will be presented to the Chief Procurement Officer recommending approval.



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Attach required forms for each procurement type and detailed scope of services and/or specifications and forward original documents to the Chief Procurement Officer; City Hall, Room 806.

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DEPARTMENT OF ASSETS, INFORMATION & SERVICES

MEMORANDUM

То:	Aileen Velazquez Chief Procurement Officer Department of Procurement Services
Attn:	Tammi Morgan Managing Deputy Procurement Officer
From:	Sandra Blakemore, rrn 11/1/2023
	Sandra Blakemore
	Commissioner Department of Assets, Information and Services
Date:	11/1/2023
Subject:	Goal Setting for Enterprise Data Portal Specification No. 1284722 - RX 562158

The Department of Assets, Information and Services (AIS) will be submitting a request to the Non-Competitive Review Board to procure software and services to migrate and implement existing data to the Enterprise Data Portal under specification number 1284722 requisition 562158. There currently is no existing contract for the described services.

The main components of the specification are software and services provided by the vendor that is proprietary.

The specification is not eligible for the Small Business Initiative (SBI) or Medium Size Initiative (MBI) because it does not have any form of construction involved.

After conducting a search for certified vendors with similar service description under NAICS code 518210 in the Department of Procurement Services (DPS) Certified Directory, the query identified one (1) certified vendor under the NAICS code 518210. AIS recommends No Stated Goals due to the proprietary nature of the software and services.

Attached to this memo is the Uniform Goal Request with backup documentation that justifies the compliance goal for the specification.

Please contact Carmen Rocha at 312-744-0262 if you have any questions or concerns.

Thank you for your cooperation.

- Attached: Uniform Goal Request Justification Documentation
- Cc: Coleman, Charles DPS King, Gwendolyn - DPS Lucius, Nick – AIS Northern, Raquel Rodriguez – AIS

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Please include additional sheets as necessary



DEPARTMENT OF ASSETS, INFORMATION & SERVICES

MEMORANDUM

To: Aileen Velazquez, Chief Procurement Officer

From: Sandra Blakemore, vrn 11/01/23 Sandra Blakemore, AIS Commissioner Nick Lucius, Chief Information Officer - Designate Date: 10/27/2023

Subject: Enterprise Data Platform NCRB Request

One of the major 2024 initiatives of the multi-year IT MOD project is to create an internal data hub to serve a number of City of Chicago needs, including but not limited to:

- A single source of truth for data to be used by different City entities.
- Ease of access/use so that a greater number of City employees can incorporate data into how they perform their duties.
- More flexible governance for sensitive data.

The public-facing Chicago Data Portal has been in place over a decade and is based on Socrata software from Tyler Technologies. This company offers a more advanced version of the software, called the "Enterprise Data Platform" that we believe is the optimal platform to create this internal data hub, the "Enterprise Data Portal" in IT MOD terminology. It is the market leader in this area and employing it is far more in the nature of an upgrade to the existing system than a totally new system.

The proposed contract is for five years. The cost structure is:

Year 1 - \$185,000 + \$50,000 one-time professional services for implementation Year 2 - \$275,000 Year 3 - \$328,000 Year 4 - \$352,000 Year 5 - \$399,000

Cc:

Jennings, Eve - AIS Levy, Jonathan – AIS Northern, Raquel Rodriguez – AIS Lucias, Nick- AIS Scope of Work: Enterprise Data Portal

Project Background and Needs

The City of Chicago has long needed a central repository, or hub, for key, internal datasets that have use across the enterprise. These datasets will go through a process of validation and approval, elevating them to a "single source of truth" for analytical needs, providing consistency, reliability, and timeliness. Further, the City should provide the datasets to users in as seamless a manner as possible, with easy connectivity and transparent governance protocols.

The solution should be a platform with an intuitive and simple user interface which adheres to all cyber security rules, can be configured for row-level permissions, and allows for automated data pipelines.

The central IT team will administer and manage the EDP. Currently, central IT is housed in AIS-IT, but as of January 1, 2024, the responsibility and personnel will shift to the newly created Department of Technology and Innovation.

AIS-IT already has over a decade of experience with an open and public data hub, called the Chicago Data Portal, which is hosted on the Socrata Open Data Platform (ODP), a Tyler Technologies product. Tyler Technologies offers an expanded version of the platform, which the AIS-IT, after research and due diligence; has determined can meet its needs for the Enterprise Data Portal (EDP). The EDP will differ from the open and public-facing Chicago Data Portal by having datasets that are sensitive and limited to internal use only. Significantly, it will allow for hybrid datasets, those containing both public and sensitive data, such that each audience can see only what is appropriate. This has significant advantages in both elimination of largely duplicated work and data integrity, in that there truly can be a "single source of truth," instead of separate datasets the need to be kept in sync (inevitably, not always successfully). EDP also offers additional features of value, including some related to the usability and security needs above. For example, it offers enhanced tools for querying and other data analysis and true security groups, where ODP requires assigning access on an individual-user basis.

Because EDP is an expansion of the current ODP, Tyler is the only company that offers it or any product that provides this comprehensive internal/external data environment. Any other product would, by necessity, be at best an integration of disparate systems instead of one comprehensive whole, with the efficiencies, data integrity, security, and other advantages that provides. Even that is theoretical since we are not aware of a product offering that sort of tight integration.

Activities and Deliverables

The EDP project will include the following activities and outcomes:

- Create a City of Chicago instance of the EDP software.
- Migrate all data assets provided by the City of Chicago on ODP to EDP.
- Establish the necessary federation mechanisms to keep the ODP and EDP components in sync.

- Design and implement the initial look and features of the new system using dataset(s) selected by the City and provided to Tyler. Tyler will configure the dataset(s) in a way that enables the EDP features that are not available in ODP.
- Assist the City of Chicago in developing revised data governance policies.
- Provide education and training to designated City of Chicago staff on the new system.
- Perform industry standard testing, quality assurance, and changes necessary to address issues found.
- Provide support through the life of the contract at Tyler's "Silver" support level.

The City of Chicago may want consulting or other services from Tyler over the course of the relationship that will be handled separately if and when needs arise.

This scope of work has been drafted by Eve Jennings, Director of Data Science, and Jon Levy, Open Data Program Manager, AIS-IT.

Kil





One Tyler Drive Yarmouth, ME 04096

P: 800.772.2260 F: 207.781.2459

www.tylertecls.com

November 15, 2023

Sent via Email

Stephanie Quintana Contract Coordinator Bureau of Finance and Administration 2 N. LaSalle, Suite 200 Chicago, IL 60602 (Email: <u>Stephanie.Quintana@cityofchicago.org</u>)

Re: Request for Full Waiver of MBE/WBE Subcontracting Goals and Requirements

Dear Ms. Quintana:

Tyler Technologies, Inc. ("Tyler") would like to formally request a full waiver of the MBE/WBE subcontracting participation goals and requirements for any resulting contract in connection with the City of Chicago ("City")'s Non-Competitive Review Board Application.

The City has successfully utilized the Open Data Portal provided by Socrata, Inc. since 2012. Socrata was acquired by Tyler Technologies in 2018, and has maintained the software and licensing available to Chicago to the present date. Tyler Technologies is a publicly traded company with in-house staff specifically trained to support and implement the software it provides to its public sector partners. Tyler owns the intellectual property of the Data & Insights (formerly Socrata) applications and is solely responsible for product development and hosting for the Data & Insights platform. Tyler personnel are the only parties authorized to provide product-level maintenance, support, updates and modifications to the Data & Insights platform and cloud-hosted Software-as-a-Service ("SaaS") products.

The City is currently exploring the option of upgrading its SaaS subscription license from the existing Open Data Portal to an enhanced architecture and licensing option (the Enterprise Data Platform). The overall anticipated professional services implementation work associated with this upgrade of existing software is minimal. However, utilizing Tyler's specifically trained and fully in-house consultants to configure this upgrade of our proprietary software would best ensure a smooth upgrade process and experience for City staff.

Given that this proposed resultant contract is an upgrade of an already deployed SaaS license, it is expected that there will be no or very limited subcontracting opportunities available under a resultant contract. For these reasons, Tyler Technologies respectfully requests that there be no stated MBE/WBE goals and requirements for any resulting procurement.



One Tyler Drive Yarmouth, ME 04096

P: 800.772.2260 F: 207.781.2459

www.tylertech.com

Please feel free to contact me at franklin.williams@tylertech.com if you have any questions.

Thank you for your consideration of this request.

Sincerely,

Sam F Williams III Sam F Williams III (Nov 15, 2023 15:21 PST)

Franklin Williams

President, Data & Insights, Tyler Technologies, Inc.

cc: Jonathan Levy (jonathan.levy@cityofchicago.org) Eve Jennings (eve.jennings@cityofchicago.org)

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Please include additional sheets as necessary

ENTERPRISE DATA PORTAL Software w/Cyber

A. INSURANCE REQUIRED

The Consultant must provide and maintain at Consultant's own expense, during the term of the Agreement and during the time period following expiration if Consultant is required to return and perform any work, services or operations, the insurance coverages and requirements specified below, insuring all work, services, or operations related to the Agreement.

1) <u>Workers Compensation and Employers Liability</u> (Primary and Umbrella)

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work, services or operations under this Agreement and Employers Liability coverage with limits of not less than <u>\$1,000,000</u> each accident; <u>\$1,000,000</u> disease-policy limit; and <u>\$1,000,000</u> disease each employee, or the full per occurrence limits of the policy, whichever is greater.

Consultant may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

2) <u>Commercial General Liability</u> (Primary and Umbrella)

Commercial General Liability Insurance or equivalent must be maintained with limits of not less than <u>\$1,000,000</u> per occurrence and \$2,000,000 aggregate for bodily injury, personal injury, and property damage liability. Coverages must include but not be limited to the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent).

The City and other entities as required by City must be provided additional insured status with respect to liability arising out of Consultant's work, services or operations performed on behalf of the City. The City's additional insured status must apply to liability and defense of suits arising out of Consultant's acts or omissions, whether such liability is attributable to the Consultant or to the City on an additional insured endorsement form acceptable to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. Consultant's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Consultant may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

3) <u>Automobile Liability</u>

When any motor vehicles (owned, non-owned and hired) are used in connection with work, services, or operations to be performed, Automobile Liability Insurance must be maintained by the Consultant with limits of not less than <u>\$1,000,000</u> per accident or the full per occurrence limits of the policy, whichever is greater, for bodily injury and property damage. The City is to be added as an additional insureds on a primary, non-contributory basis.

Consultant may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

4) <u>Excess/Umbrella</u>

Excess/Umbrella Liability Insurance must be maintained with limits of not less than \$10,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the excess or umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. The Excess/Umbrella policy/policies must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Contractor may use a combination of primary and excess/umbrella policies to satisfy the limits of liability required in sections A.1, A.2, A.3 and A.4 herein.

5) <u>Professional Liability</u>

When any professional consultants perform work, services, or operations in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than <u>\$5,000,000</u>. Coverage must include, but not be limited to, technology errors and omissions and pollution liability if environmental site assessments are conducted when applicable. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

6) <u>Cyber Liability (Primary and Umbrella)</u>

If any personally identifiable information or protected health information is collected and maintained by Vendor, Cyber Liability must be maintained with limits of not less than <u>\$10,000,000</u> for each occurrence or claim. Coverage must be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this Agreement and must include, but not be limited to, the following: invasion of privacy violations, information theft, release of private information, extortion and network security, breach response coverage and cost, regulatory liability including fines and penalties and credit monitoring expenses, denial or loss of service, unauthorized access to or use of computer systems, no exclusion/restriction for unencrypted portable devices/media may be on the policy and introduction, implantation, and/or spread of malicious software code and property damage liability in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information property of the City that will be in the care, custody, or control of Consultant must also be included. The City must be named as an indemnified party or additional insured. Should the City be named as an

additional insured and the policy contains an insured vs insured exclusion, the exclusion must be amended and not be applicable to the City.

7) Property

Contractor is responsible for all loss or damage to City property at full replacement cost as a result of the Agreement.

Contractor is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned or used by Contractor.

B. Additional Requirements

Evidence of Insurance. Consultant must furnish the City, Chicago Department of Procurement Services, 121 N. LaSalle Street, Room 806, Chicago, IL 60602, original certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Agreement, and renewal certificates of Insurance and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Consultant must submit evidence of insurance prior to execution of Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Agreement. The failure of the City to obtain, nor the City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Consultant, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. Consultant must advise all insurers of the Agreement provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect Consultant for liabilities which may arise from or relate to the Agreement. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

<u>Failure to Maintain Insurance</u>. Failure of the Consultant to comply with required coverage and terms and conditions outlined herein will not limit Consultant's liability or responsibility nor does it relieve Consultant of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

<u>Notice of Material Change, Cancellation or Non-Renewal</u>. Consultant must provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed and ten (10) days prior written notice for non-payment of premium.

<u>Deductibles and Self-Insured Retentions</u>. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Consultant.

<u>Waiver of Subrogation</u>. Consultant hereby waives its rights and agrees to require their insurers to waive their rights of subrogation against the City under all required insurance herein for any loss arising from or relating to this Agreement. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City received a waiver of subrogation endorsement for Consultant's insurer(s).

<u>Consultants Insurance Primary</u>. All insurance required of Consultant under this Agreement must be endorsed to state that Consultant's insurance policy is primary and not contributory with any

insurance procured or maintained by the City.

<u>No Limitation as to Consultant's Liabilities</u>. The coverages and limits furnished by Consultant in no way limit or restricts the Consultant's liabilities and responsibilities specified within the Agreement or by law.

<u>No Contribution by City</u>. Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by Consultant under this Agreement.

<u>Insurance not Limited by Indemnification</u>. The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

<u>Insurance and Limits Maintained</u>. If Consultant maintains higher limits and/or broader coverage than the minimums shown herein, the City requires and must be entitled the higher limits and/or broader coverage maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage must be available to the City.

<u>Joint Venture or Limited Liability Company</u>. If Consultant is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a Named Insured.

<u>Other Insurance obtained by Consultant</u>. If Consultant desires additional coverages, the Consultant will be responsible for the acquisition and cost.

Insurance required of Subcontractors. Consultant must name the Subcontractor(s) as a named insured(s) under Consultant's insurance or Consultant will require each Subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation and Employers Liability Insurance and when applicable Excess/Umbrella Liability and Professional Liability Insurance with coverage at least as broad as in outlined in Section A, Insurance Required. The limits of coverage will be determined by Consultant and may be subject to approval by the City. Consultant must determine if Subcontractor(s) must also provide any additional coverage or other coverage outlined in Section A, Insurance Required. Consultant is responsible for ensuring that each Subcontractor has named the City as an additional insured where required on an additional insured endorsement form acceptable to the City. Consultant is also responsible for ensuring that each Subcontractor has complied with the required coverage and terms and conditions outlined in this Section B, Additional Requirements. When requested by the City, Consultant must provide to the City certificates of insurance and additional insured endorsements or other evidence of insurance. Failure of the Subcontractor(s) to comply with required coverage and terms and conditions outlined herein will not limit Consultant's liability or responsibility.

<u>City's Right to Modify</u>. Notwithstanding any provisions in the Agreement to the contrary, the City, Department of Finance, Risk Management Office maintains the right to modify, delete, alter or change these requirements.



CERTIFICATE OF FILING FOR

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 189987 Certificate Printed on: 11/16/2023 Date of This Filing:11/16/2023 03:06 PM Original Filing Date:11/16/2023 03:06 PM

Disclosing Party: Tyler Technologies, Inc. Filed by: David Shames Title:Senior Account Executive

Matter: Enterprise Data Platform - Department Edition which includes Silver Support Program and Standard Education Program with a limit of 300 users and no external API call limit Applicant: Tyler Technologies, Inc. Specification #: Contract #:

The Economic Disclosure Statement referenced above has been electronically filed with the City. Please provide a copy of this Certificate of Filing to your city contact with other required documents pertaining to the Matter. For additional guidance as to when to provide this Certificate and other required documents, please follow instructions provided to you about the Matter or consult with your City contact.

A copy of the EDS may be viewed and printed by visiting https://webapps1.chicago.gov/eds and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award.

A Sole Source Justification Letter: City of Chicago

Tyler Enterprise Data Platform

PRESENTED BY: Tyler Technologies

CONTACT: David Shames Senior Account Executive 757-585-1064 David.shames@tylertech.com





TYLER TECHNOLOGIES

Tyler Technologies has 22 years of experience developing end-to-end solutions to empower local, state, and federal government entities to operate more efficiently and connect more transparently with their constituents and with each other. The Data & Insights (D&I) Division, (FKA "Socrata"), has more than 15 years of experience helping federal, state, and local government organizations connect data and processes from across disparate systems, catalog this data, and better share select data and insights with the public. We provide our clients with access to highly configurable, easily deployable, software-as-aservice (SaaS) platforms powered by the industry-leading Amazon Web Services (AWS) Cloud infrastructure. Today, Tyler Technologies is the largest software company in the United States focused exclusively on providing integrated software and technology services to the public sector.

Tyler Technologies via Socrata, now the Data & Insights Division of Tyler, has had a direct relationship with the City of Chicago dating back to 2012. Tyler currently power's the city's award winning Open Data Portal. As a longstanding client of Tyler, it is our recommendation that the city consider an upgrade to our Enterprise Data Platform license an SaaS architecture to further the maturation of both public and internal data management, data sharing, and data analysis goals. Since first launching this platform upgrade option to our Open Data Portal clients since 2018, we have numerous references available to City of Chicago staff.

ENTERPRISE DATA PLATFORM

The Enterprise Data Platform is exclusively available to government jurisdictions by Tyler Technologies, or its authorized resellers. In addition, the personnel for Tyler Technologies Inc., a Delaware corporation, are soley responsible for product development and hosting of the Data & Insights Open Data Portals and Enterprise Data Platforms for our Public Sector partners. Tyler personnel are the only parties authorized to provide product-level maintenance, support, updates, and modifications to the Data & Insights Platforms and SaaS solutions.





Sales Quotation For: City of Chicago 33 N La Salle St Ste 600 Chicago IL 60602-3422 SPECIAL CONDITIONS FOR END USER: Enterprise Data Platform - Department Edition (SOC-SCGC-DEP) includes:	Quoted By: Quote Creation: Quote Expiration: Quote Name: Contract Start Date: Contract End Date:	David Shames 10/27/23 2/25/24 4/1/24 3/31/29
 Support Program - Silver (SOC-PS-SUP-S): As set forth on Tyler's Support Policy (https://support.socrata.com/hc/en-us/articles/216962648-Support-Policy). Up to 30 hours of expert consultant coaching per year. Education Program - Standard (SOC-PS-EDU-S): Education Program - Standard: Unlimited attendance and access to virtual instructor led interactive online learning sessions and OnDemand education content. 	Tyler Entity / Tax ID: Payment Terms: Frequency: End User Type:	Tyler Technologies, Inc. / 75-2303920 Net 45 Annual Other

- Limit of 300 Users.
- No external API call limit.

	4/1/24 - 3/31/25	4/1/25 - 3/31/26	4/1/26 - 3/31/27	4/1/27 - 3/31/28	4/1/28 - 3/31/29
Recurring Costs	\$ 185,000	\$ 275,000	\$ 328,000	\$ 352,000	\$ 399,000
One-Time Cost	\$ 50,000	\$0	\$0	\$0	\$0
Total	\$ 235,000	\$ 275,000	\$ 328,000	\$ 352,000	\$ 399,000

Total Contract Value:

2023-382265-R4L8C6

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\$ 1,589,000

		Monthly		
Description	SKU	Term	Quantity	Total Price
Data & Insights				
Software				
Enterprise Data Platform - Department Edition	SOC-SCGC-DEP	60	1	\$ 1,539,000
Support	A State of the second			
Nanaged Care Support Program	SOC-PS-SUM-M	12	1	\$ 50,000
	TOTAL			\$ 1,589,00

Software as a Service Period of Performance

			2.00					
Description	SKU	Start Date	End Date	Year 1	Year 2	Year 3	Year 4	Year 5
Data & Insights	NI 7 84 9 1		Sec. 19.	Read Services	Teor States			
Software								
Enterprise Data Platform - Department Edition	SOC-SCGC-DE	9 8/1/23	7/31/28	\$ 185,000	\$ 275,000	\$ 328,000	\$ 352,000	\$ 399,000
Managed Care Support Program	SOC-PS-SUM-N	/ 8/1/23	7/31/24	\$ 50,000				

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Solution DescriptionsSocrata Connected Government Cloud - Department: The full Socrata product suite. Limits: 50 Monthly Active Users, 1MSOC-SCGC-DEP -External API calls, 4TB of data storage, 10K Alerts/month. Includes Silver Support and Standard Education. Excludes: Set-UpSOC-PS-SUM-MManged Care Support Program. Technical Developer maintenance and support for hosting custom configurations. Up to 50
hours of custom technical support per year.