

RFP 23-74658: In.Gov Web Portal
Attachment E: Business Proposal Template
Indiana Department of Administration (IDOA)

Instructions: Please provide answers in the shaded areas to all questions. Reference all attachments in the shaded area.

Business Proposal

2.3.1 General - Please introduce or summarize any information the Respondent deems relevant or important to the State's successful acquisition of the products and/or services requested in this RFP.

Indiana Interactive, LLC (d/b/a Tyler Indiana) is proud to be a 30-year partner with Indiana, one of the first states to implement an enterprise e-government portal and consistently a leader in applying innovative technology to more effectively serve residents. IN.gov, recognized as one of the top 5 state websites year-after-year, has been a highly successful enterprise program, and we are proud to be the partners who have helped Indiana achieve astounding accomplishments over the years. Managing hundreds of critical websites on behalf of the State, Tyler Indiana serves millions of people each year through the e-government services it offers. In the past 12 months alone, IN.gov has efficiently and effectively served 165M pageviews for visitors looking for vital information. In addition to website services, Tyler Indiana successfully provides electronic government services to Indiana and its constituents through more than 7 million transactions annually and is responsible for facilitating over \$1 billion dollars in statutory funds collection on behalf of our government partners each year. Through nearly 1,000 interactive online forms, Tyler's innovative platform provides convenience to residents while giving partners access to award winning solutions that allow them to quickly deploy services that streamline their operations and make government more efficient.

In response to this opportunity, and to help transform the digital services across the state, Tyler Indiana is proposing our Engagement Platform, our comprehensive digital government platform that is transforming how we deliver eGovernment solutions to our government partners. The Engagement Platform delivers ease of use for both constituents and the government by providing expanded capabilities to help Indiana build new modern engagement channels, rapidly grow the state's digital service portfolio, and enable secure transactions across the enterprise by leveraging compatible and complementary technologies that can grow within Indiana's existing e-government ecosystem.

The Engagement Platform consists of flexible cloud-first architected component technologies focused on specific aspects of citizen engagement and service delivery. Several of these components are in use today in Indiana, such as Access Indiana,

Engagement Builder (formerly AccessGov), Appointment Scheduling (formerly TeleGov), MyCivic, and the Payments Platform. Tyler Indiana commits to implementing additional Engagement Platform technologies as an Indiana-specific foundation for digital government service delivery to enable new levels of engagement, simplify how citizens interact with the state's digital services, expedite solution delivery, add immediate value, and reduce overall technical debt.

Tyler Indiana's approach in this RFP closely aligns with Indiana's desire to remain a trailblazer by ensuring the IN.gov Program continuously improves and rapidly employs new technologies and services in support of its mission. To achieve this vision, Tyler Indiana is proposing a suite of enterprise solutions – anchored by the Engagement Platform – to not only meet the requirements of the RFP but to also exceed them by providing solutions that will grow alongside the State of Indiana and the IN.gov Program for years to come.

Tyler Indiana is an Indianapolis-based company with an experienced team of specialists in place that are intimately familiar with the State's rules, regulations, and business needs and would love the opportunity to implement the latest tools, technologies, and processes to ensure the next 30 years are even more successful than the last.

Tyler Indiana is uniquely positioned to support the State in the next phase of its digital journey. When NIC was acquired by Tyler Technologies two years ago, the combined organization became the nation's largest provider of digital government services and platforms. This transition allows the Tyler Indiana team to supercharge our offering to Indiana. In this proposal, we are offering a dramatically increased portfolio of products and platforms that will elevate service delivery to Hoosiers, minimize support needs, and further accelerate Indiana's future electronic government expansion.

2.3.2 Respondent's Company Structure - Please include in this section the legal form of the Respondent's business organization, the state in which formed (accompanied by a certificate of authority), the types of business ventures in which the organization is involved, and a chart of the organization. If the organization includes more than one (1) product division, the division responsible for the development and marketing of the requested products and/or services in the United States must be described in more detail than other components of the organization. Please enter your response below and indicate if any attachments are included.



Indiana Interactive, LLC (d.b.a. Tyler Indiana) is a limited liability corporation doing business as Tyler Indiana. Tyler Indiana was incorporated in the State of Indiana and is a wholly owned subsidiary of NICUSA, Inc. NICUSA, Inc. is a wholly owned subsidiary of NIC Inc., which is a wholly owned subsidiary of public company Tyler Technologies, Inc. (NYSE: TYL).

Tyler Indiana's business venture is focused on the delivery of digital government solutions and services which includes web design and application development, project management, business analysis, quality assurance, payment processing services, security, and professional services. Tyler Indiana is specifically focused on the needs of government entities within Indiana and has been serving the state since 1995.

Please see the attached Certificate of Existence: **23-74658_E1_Certification_of_Existence_Tyler.pdf**.

2.3.3 Respondent's Diversity, Equity and Inclusion Information - With the Cabinet appointment of a Chief Equity, Inclusion and Opportunity Officer, on February 1, 2021, the State of Indiana sought to highlight the importance of this issue to the state. Please share leadership plans or efforts to measure and prioritize diversity, equity, and inclusion. Also, what is the demographic compositions of Respondents' Executive Staff and Board Members, if applicable.

The Digital Services Division of Tyler Technologies (formerly NIC) prioritizes diversity, equity, and inclusion and as a result, has a Senior Diversity and Inclusion Specialist that helps lead a Diversity Program for the Division. The division has its own Diversity Committee, which highlights important topics through their diversity and inclusion slack channel, newsletters, and SharePoint page. The Committee most recently sponsored a speaker at the Kansas City Chamber of Commerce's Diversity and Inclusion Author Series. The speaker spoke on the "Power of Employee Resource Groups and Creating Authentic Change." They also recently celebrated Pride Month and Juneteenth by sharing employee spotlights and articles.

Last summer, the division also hosted two summer interns through the Pro X five-week program. This is "a program connecting students to professional experiences that prepare them for whatever comes beyond high school." One of the interns specifically focused on Diversity, Equity, and Inclusion (DEI) initiatives.

Tyler Indiana's executive team is diverse in gender: 25% female/75% male and also in ethnicity: 25% Black or African American/75% white.

The parent company, Tyler Technologies' executive leadership team gender makeup is 80% male/20% female and ethnicity is 4% Asian/96% white. Tyler's Board of Directors gender makeup is 75% male/25% female and ethnicity is 88% white/12%

Black or African American.

2.3.4 Company Financial Information - This section must include documents to demonstrate the Respondent's financial stability. Examples of acceptable documents include most recent Dunn & Bradstreet Business Report (preferred) or audited financial statements for the two (2) most recently completed fiscal years. If neither of these can be provided, explain why, and include an income statement and balance sheet, for each of the two most recently completed fiscal years.

If the documents being provided by the Respondent are those of a parent or holding company, additional information should be provided for the entity/organization directly responding to this RFP. That additional information **should explain the business relationship between the entities and demonstrate the financial stability of the entity/organization which is directly responding to this RFP.**

Tyler Indiana has attached a copy of its most recent Dunn & Bradstreet Business report to demonstrate our financial stability. The report is titled **23-74658_E2_Tyler_Financials_CONFIDENTIAL.pdf**.

In addition, Tyler Technologies' (Indiana Interactive's publicly held parent company) public financials on form 10-K can be found here:

<https://investors.tylertech.com/financials/sec-filings/default.aspx>

2.3.5 Integrity of Company Structure and Financial Reporting - This section must include a statement indicating that the CEO and/or CFO, of the responding entity/organization, has taken personal responsibility for the thoroughness and correctness of any/all financial information supplied with this proposal. The areas of interest to the State in considering corporate responsibility include the following items: separation of audit functions from corporate boards and board members, if any, the manner in which the organization assures board integrity, and the separation of audit functions and consulting services. The State will consider the information offered in this section to determine the responsibility of the Respondent under IC 5-22-16-1(d).

Tyler Indiana's President takes personal responsibility for the thoroughness and correctness of any and all financial information included in this proposal. Tyler Indiana's parent company, Tyler Technologies, Inc. ("Tyler") is subject to the Sarbanes-Oxley Act of 2002 ("SOX"). Tyler's financial statements and system of internal controls over financial reporting were audited by the independent accounting firm Ernst & Young LLP ("EY"). EY performed only audit-related and tax-related services permissible under SOX for Tyler and its subsidiaries, including Tyler Indiana. Tyler's Audit Committee, consisting entirely of independent members of Tyler's Board

of Directors, oversees its auditors and management's responsibility for the integrity of Tyler's accounting, financial reporting, and system of internal controls.

2.3.6 Contract Terms/Clauses - Please provide the requested information in RFP Section 2.3.6. Additional rows may be added if necessary. Please provide edits to existing contract clauses and additional contract language to RFP Attachments B, B1, B2, and B3 with **tracked changes** in addition to responding to Section 2.3.6 of your **Attachment E** Business Proposal and Section 5.0 of your **Attachment O** Attestation Form. Please submit these edits via MS Word Document.

Contract Term Identifier and Header	Suggested Language Change	Rationale for suggested change
Attachment B Sections 4: Access to Records and 7: Audits	In each section, add the following: " <u>The [audit or access to records] shall be upon no less than 10 business days' advance written notice and shall be no more often than once per calendar year.</u> "	Bidder understands and accepts the necessity of the State's right to inspect records and perform audits. Bidder proposes that any such audit or inspection shall be upon advance written notice and that the right to inspect records and conduct and audit be limited in frequency in order to ensure that these processes do not become burdensome.
Attachment B Section 11: Condition of Payment	"All services provided by the Contractor under this Contract must be performed <u>in accordance with the functional specifications or other warranted functionality called for in the Contract</u> to the State's reasonable satisfaction , as determined at the <u>good faith</u> discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. The State shall not be required to pay for work found to be <u>unsatisfactory outside of this standard or otherwise</u> , inconsistent with this Contract, or performed in violation of any	Bidder understands and accepts that the State will solely and reasonably decide whether or not to accept the services delivered by the Contractor. Bidder proposes that such decision be based on a mutually agreeable process based upon and objective, predictable measure such as whether or not the services met the warranted functionality.

	federal, state or local statute, ordinance, rule or regulation.”	
Attachment B Section 13: Continuity of Services	“C. The Contractor shall allow as many personnel as practicable and necessary to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor <u>Reserved.</u> ”	Bidder suggests that it not be required to allow a successor to interview and hire its employees. Bidder invests a great deal in the recruitment and training of its employees, and allowing its employees to transfer to a successor contractor that is likely a competitor of bidder prevents bidder from being able to protect its investment in one of its most important assets.
Attachment B Section 19: Employment Option	“19. Employment Option Reserved. If the State determines that it would be in the State’s best interest to hire an employee of the Contractor, the Contractor will release the selected employee from any non-competition agreements that may be in effect. This release will be at no cost to the State or the employee. ”	Bidder invests a great deal in the recruitment and training of its employees and suggests the deletion of the clause in Section 19 as it prevents bidder from being able to protect its investment in one of its most important assets.
Attachment B Section 20: Force Majeure	“In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of <u>an occurrence outside of the reasonable control of the affected party, including but not limited to, a natural disaster, pandemic</u> or decrees of governmental bodies not the fault of the affected	Bidder proposes that a Force Majeure Event be any event outside of such party’s reasonable control and not just a natural disaster or a decree of governmental bodies. Including all causes outside of the reasonable control of the parties is market standard for this type of contract and is a commercially reasonable term.

	<p>party (hereinafter referred to as a “Force Majeure Event”), the party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all <u>affected</u> obligations under this Contract shall be immediately suspended...”</p>	
Attachment B Section 28: Insurance	<p>“28. Insurance. A. The Contractor and its subcontractors (if any) shall <u>endeavor to</u> secure and keep in force during the term of this Contract the following insurance coverages (if applicable) <u>to the extent available at commercially affordable rates and on commercially reasonable terms</u> covering the Contractor for any and all claims of any nature its liability which may in any manner arises out of or results from Contractor’s performance under this Contract:</p> <p>1. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable) with <u>minimum liability policy</u> limits <u>of not less than</u> \$1,000,000 700,000 per <u>occurrence</u> person and \$5,000,000 per occurrence unless additional coverage is required by the State <u>in the aggregate</u>. The State is to be <u>included</u> named as an additional insured on a primary, non-</p>	<p>Bidder proposes the following changes to align the insurance terms with both the services covered by the solicitation and the eventual contract with the policies and terms that are available at commercially reasonable rates in the commercial insurance market. Some changes were made to reflect the terminology used by commercial insurers, such as the change in CGL limits from per person to per occurrence and in the aggregate. Additionally, Bidder proposes that the requested levels of insurance and limits will be extremely difficult to obtain and afford by all subcontractors, especially those disadvantaged businesses requested by the State and proposed to be utilized by the Bidder. Furthermore, Bidder has removed the fiduciary liability and valuable papers coverage as not applicable. Bidder does not believe that bonds are required by law for this opportunity, nor did Bidder notice a requirement under the RFP, so Bidder has also removed that section as not</p>

	<p>contributory basis for any<u>the Contractor's</u> liability arising directly or indirectly under or in connection with this Contract. <u>The CGL limits may be met by a combination of the CGL policy and an Umbrella or Excess Liability policy.</u></p> <p>2. Automobile liability for owned, non-owned and hired autos with minimum liability<u>a policy</u> limits not less than of \$700,000<u>1,000,000 per person and \$500,000 per occurrence</u>combined single limit per accident for bodily injury and property damage. The State is to be named<u>included</u> as an additional insured on a primary, non-contributory basis.</p> <p>3. <u>Technology</u> Errors and Omissions or Cyber liability with a minimum liability limits of \$15<u>15</u>,000,000 per claim and in the aggregate. Coverage for the benefit of the State shall continue for a period of two (2) years after the date of service provided under this Contract.</p> <p>4. Fiduciary liability if the Contractor is responsible for the management and oversight of various employee benefit plans and programs such as pensions, profit sharing and savings, among others with limits no less than \$700,000 per cause of action and \$5,000,000 in the aggregate<u>Intentionally omitted.</u></p> <p>5. Valuable Papers coverage, if applicable, with an Inland</p>	<p>applicable. Bidder also combined the E&O policy with the Cyber Liability policy. Bidder has revised the notice of cancellation section to reflect that commercial insurers generally won't agree to provide notice to parties other than the policy holder. This notice obligation should be on the Contractor to notify the State. Lastly, the Bidder agrees that its duty to indemnify the State is not limited by the types and amounts of insurance held by the Contractor, however, it has proposed changes to that requirement because the indemnification obligation of the Contractor is elsewhere in the Contract.</p>
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	<p>Marine Policy Insurance with limits<u>Intentionally omitted</u> sufficient to pay for the re-creation and reconstruction of such records.</p> <p>6. Surety or Fidelity Bond(s) if required by statute or by the agency.<u>Intentionally omitted.</u></p> <p>7. Intentionally omitted<u>Cyber Liability if requested by the State addressing risks associated with electronic transmissions, the internet, networks and informational assets, and having limits of no less than \$700,000 per occurrence and \$5,000,000 in the aggregate.</u></p> <p>The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance prior to the commencement of this Contract and proof of workers' compensation coverage meeting all statutory requirements of IC § 22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana.</p> <p>B. The Contractor's insurance coverage must meet the following additional requirements:</p> <p>1. The insurer must have a</p>	
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	<p>certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.</p> <p>2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.</p> <p>3. The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty <u>of the Contractor</u> to indemnify the State <u>as required elsewhere</u> under this Contract shall not be limited by the insurance required in this Contract.</p> <p>4. <u>Contractor shall not cancel or cause the</u> The insurance required in this Contract <u>to be in breach of these requirements, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified</u> without <u>Contractor providing</u> thirty (30) days' prior written notice to the undersigned State agency <u>(10 days for non-payment of premium)</u>.</p> <p>5. The Contractor waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana <u>for</u></p>	
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	<p><u>claims that arise out of the Contractor under the CGL and Automobile policies, except to the extent that the damage or loss was caused by the State.</u></p> <p>C. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the State to immediately terminate this Contract <u>after the notice and cure period provided for herein.</u> The Contractor shall furnish a certificate of insurance and all endorsements to the State before the commencement of this Contract.”</p>	
Attachment B Section 29: Key Person(s)	<p>“A. If both parties have designated that certain individual(s) are essential to the services offered, the parties agree that should such individual(s) leave their employment during the term of this Contract for whatever reason, the State<u>Contractor</u> shall have the right to terminate this Contract upon thirty (30) days’ prior written notice<u>promptly replace such key person with an individual that is reasonably acceptable to the State.</u>”</p>	<p>Bidder is committed to providing exceptional service to the State and part of that is the exceptional work done by its employees, including Key Persons. Bidder proposes that it is commercially reasonable for the Contractor to be able to replace any Key Person with someone that is reasonably acceptable to the State. There are a number of reasons that a Key Person may leave their employment with the Contractor that are outside of the Contractor’s control.</p>
Attachment B Section 46: Termination for Default	<p>“A. With the provision of thirty (30) days’ notice to the Contractor, the State may terminate this Contract in whole or in part if the Contractor fails to:</p> <p>1. ——— Correct or cure any breach of this Contract; the time to correct or cure the breach may be extended beyond thirty</p>	<p>Bidder proposes the following revisions to the termination for default section to clarify that such a termination right would vest in the event of an uncured material default.</p>

	<p>(30) days if the State determines progress is being made and the extension is agreed to by the parties.;</p> <p>2. Deliver the supplies or materially perform the services within the time specified in this Contract or any extension; or</p> <p>3. Make progress so as to endanger performance of this Contract; or</p> <p>4. Materially perform any of the other provisions of this Contract.</p> <p>B. If the State terminates this Contract in whole or in part <u>for an uncured default</u>, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.</p>	
Attachment B3 Section 5: Responsibilities Regarding Data Breach	<p>"b. Unless stipulated otherwise in the Statement of Work , if a Data Breach is a result of the contractor's breach of its contractual obligation to encrypt Data or otherwise prevent its release as reasonably determined by the State, the contractor shall bear the costs associated with: (1) the investigation and resolution of the Data Breach; (2) notifications to individuals, regulators, or others required by federal and/or state law, or as otherwise agreed to in the</p>	<p>Bidder proposes that the Contractor and state mutually determine the methods and scope of the processes and protections required to be utilized by the parties.</p>

	<p>Statement of Work; (3) a credit monitoring service required by federal and/or state law, or as otherwise agreed to in the Statement of Work; (4) a website or a toll-free number and call center for affected individuals required by federal and/or state law — all of which shall not amount to less than the average per record per person cost calculated for data breaches in the United States (in, for example, the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the Data Breach); and (5) complete all corrective actions as reasonably determined by contractor based on root cause and on advice received from the Indiana Office of Technology. If the Data involved in the Data Breach involves protected health information, personally identifying information, social security numbers, or otherwise confidential information, other sections of this contract may apply. The requirements discussed in those sections must be met in addition to the requirements of this section. ”</p>	
Attachment B3 Section 11	<p><u>“Notwithstanding anything to contrary, Contractor will have at least 15 business days to review potential findings and provide additional clarifications, correct inaccurate information and refute false positives in the security assessment report, and under no circumstances will</u></p>	<p>Bidder suggests that there be a reasonable limitation placed on the audits conducted as set forth below.</p>

	<u>vulnerability scans or controlled penetration tests be conducted on production environments.”</u>	
New Provision: Limitation of Liability	<u>“Notwithstanding anything to the contrary contained herein, each party’s aggregate liability under this contract shall not exceed the total net revenue (total revenue less merchant and interchange fees) received by the contractor during the immediately preceding 12-month period associated with the contract. Unless otherwise provided in applicable law, neither party shall be liable for consequential, incidental, punitive, exemplary or indirect damages, lost profits or other business interruption damages, in tort or contract, under any indemnity provision or otherwise.”</u>	Bidder suggests that there be a limitation of liability capped at the preceding 12 months’ net revenue received by the Contractor as well as a limitation on the types of damages. This type of limitation of liability falls within the range of market terms found in other similar contracts and it helps to tie potential risk to actual revenues received.
New Provision: Contractor Owned Intellectual Property	<u>“Contractor-Owned Intellectual Property. Notwithstanding anything to the contrary in this Contract, Contractor’s Software-as-a-Service solutions (“SaaS solutions” or “Software Service”) provided under this contract are the exclusive intellectual property of the Contractor and/or its affiliates. All intellectual property, materials, information, documents, reports whether finished, unfinished, or drafted, developed, prepared or completed by Contractor that is related to the Software Solutions including, but not limited to Contractor’s Customer Data Billing solution, Engagement Builder, MyCivic,</u>	Bidder has proposed its Software Services, and pre-existing intellectual property as part of the proposed solutions. Tyler proposes to add a clause to include IP ownership and license language to match the solutions proposed.

	<p><u>Application Builder, Meeting Manager, Content Manager, Appointment Scheduling, Microservices Platform. The Contractor's rights in this Section shall survive the termination of the Agreement. The Contractor-Owned, or affiliate-owned, Intellectual Property will be provided using Contractor's proprietary software, APIs, processes, user interfaces, know-how, techniques, designs, ideas, concepts, manuals and other tangible or intangible materials or information ("Contractor Technology"). As between the parties, Contractor (and its licensors, where applicable) own all right, title, and interest, in and to the Software Service, and Contractor Technology, or any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by State or any other party relating to the Software Service. State will not copy, distribute, reproduce, or use any of the foregoing except as expressly permitted under the Contract. All rights in the Contractor Technology not expressly granted to the State are reserved by Contractor and its licensors.</u></p> <p><u>License to Contractor-Owned Intellectual Property.</u></p> <p><u>In exchange for the State's agreement to pay Contractor in</u></p>	
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	<p>accordance with the term of this Contract and any applicable Statement of Work and rates agreed upon, Contractor agrees to provide the State with a limited, non-exclusive license for the Term of this Contract to use and receive the benefit of the Software Service in connection with the Contractor providing the services called for in the Contract and applicable statements of work. The State is solely responsible for (i) providing and maintaining the hardware and software necessary to remotely access and use the Software Service; (ii) using frequently updated, industry standard virus and malware protection software to prevent the introduction of viruses and other malware into the Software Service from the State's network or hardware; (iii) identifying and preventing any unauthorized access to, use of, or disclosure of the Software Service or any content on the Software Service by advising Contractor promptly, but in no event more than two business days after the State learns of such access, use or disclosure. The State shall not (and shall not permit others to) (i) modify or interfere with the Software Service or the Contractor Technology; (ii) reverse engineer, decompile, or attempt to discover the source code of the Software Service, or the Contractor Technology; or (iii) resell or otherwise use the</p>	
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	<p><u>Software Service for any purpose other than its own internal business purposes. Contractor acknowledges that as between the parties, the State controls the means and uses of data put into the Software Service by the State or an end user ("State Data"); provided, however, that the State grants Contractor the right to use any and all State Data: (i) to perform its obligations described in the Contract, (ii) for back-up or testing purposes, and (iii) to the extent permitted by applicable law, in blinded, de-identified or aggregated form for the purpose of data analysis, compilation, interpretation, study, reporting, publishing, improvement of the Software Service, and product and service development. State is responsible for maintaining the security of all access credentials granted to it, for the security of its information systems used to access the Software Service, and for its end users' use of the Software Service. State is responsible for all activities conducted under its login credentials. Contractor has the right at any time to terminate or suspend access to any user if Contractor reasonably believes that such termination or suspension is necessary to preserve the security, integrity, or accessibility of the Software Service, any State Data, Contractor, or Contractor's other customers."</u></p>	
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<p>New Provision: Confidentiality of Contractor Information</p>	<p><u>“Confidentiality of Contractor Information; Disclosure of Confidential Information</u></p> <p><u>A. The parties acknowledge that the services to be performed by Contractor for the State under this Contract may require or allow access to data, materials, and information containing Social Security numbers maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the State agree to comply with the provisions of IC §4-1- 10 and IC §4-1- 11.”</u></p> <p><u>Also add the following language regarding Contractor confidential information: “B. Confidentiality of Contractor Information</u></p> <p><u>For the purposes of this paragraph 12.B., “confidential and proprietary information” shall include the following:</u></p> <p><u>1)All books, records, documents, and electronic files that pertain to the business or operation of the Contractor’s company or that of its corporate parent, affiliates, or subsidiaries unless the same are disclosed publicly by Contractor or its corporate parent, affiliates, or subsidiaries.</u></p> <p><u>2)The Software. “Software” is defined as all software (including documentation,</u></p>	<p>Bidder proposes that, to the extent allowed by public records laws, the Contractor’s confidential information be contractually protected in order to facilitate the free flow of information between the parties. Bidder acknowledges the importance of both parties protecting sensitive information such as social security numbers and source code. Bidder suggests that neither party be liable for a disclosure of Confidential Information if such disclosure is required or allowed by law. For instance, there should be no liability if one of the parties discloses a social security number to the State or law enforcement if such disclosure was authorized or required by law.</p>
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	<p><u>source code, object code, and updates) developed by Contractor, or one of its affiliates, and deployed for this contract (excluding third-party software and excluding Contractor Software-as-a-Service “SaaS” services, and any other services provided by an affiliate, which is owned by an affiliate, together with any software updates or upgrades made by Contractor under this Contract.</u></p> <p><u>3)Any Contractor Trade Secret. “Trade Secret” is defined as information which derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertained through proper means by, other persons who can obtain economic value from its disclosure or use.</u></p> <p><u>State agrees not to disclose or produce for any purpose, including in response to a subpoena or other court or governmental order, without giving Contractor or its successors, assigns, parents or subsidiaries ten days’ written notice and an opportunity to object to the disclosure or production, any of the Contractor’s confidential or proprietary information, including that of Contractor’s corporate parent, affiliates and subsidiaries (collectively referred to herein as the “Contractor’s Confidential</u></p>	
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	<p><u>Information”).</u></p> <p><u>With the exception of the Software and third-party software, which shall be automatically deemed confidential and proprietary information, when Contractor furnishes or discloses information deemed to be confidential or proprietary information, intangible form or verbally, it shall clearly mark or otherwise identify the information in a manner to indicate that it is considered by the Contractor to be confidential or proprietary information.</u></p> <p><u>Notwithstanding any of the foregoing, the parties acknowledge that Indiana’s Access to Public Records Act, IC 5-14-3, controls disclosure of any public record as that term is defined in such Act. Any such other records subject to a request for disclosure under Indiana’s Access to Public Records Act will be reviewed in light of the exemptions from disclosure and disclosed only as required by the Act. Subject to the foregoing, it shall not be a violation of the Contract for the Contractor or the State to make any disclosure which (i) it reasonably believes is required by law, including in response to a subpoena or other court or governmental order, (ii) required for the enforcement of this Contract, (iii) as necessary</u></p>	
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	<u>for a party to defend any claims brought against it or (iv) permitted by applicable law, including but not limited to Indiana Code. Unless prohibited by applicable law, the receiving party will give the disclosing ten days' written notice and an opportunity to object to any such disclosure or production, if practicable."</u>	
Additional Terms and Conditions for Optional Products		Should the State choose to use any of the optional products and services presented in this response, the applicable product terms and conditions can be found at https://www.tylertech.com/client-terms .

2.3.7 References - Reference information is captured on **Attachment H** Respondent should complete the reference information portion of the **Attachment H** which includes the name, address, and telephone number of the client facility and the name, title, and phone/fax numbers of a person who may be contacted for further information if the State elects to do so. The rest of **Attachment H** should be completed by the reference and **emailed by the reference DIRECTLY** to the State. The State should receive five (5) **Attachment Hs** from clients for whom the Respondent has provided products and/or services that are the same or similar to those products and/or services requested in this RFP. At least three (3) of the five (5) references need to be from large scale government contracts. **Attachment H** should be submitted to idoareferences@idoa.in.gov. **Attachment H** is due on the date listed in Section 1.24 of the RFP. Please provide the customer information for each reference.

Customer 1	
Legal Name of Company or Governmental Entity	Mississippi Department of Information Technology Services
Company Mailing Address	3771 Eastwood Drive
Company City, State, Zip	Jackson, MS 39211
Company Website Address	www.its.ms.gov
Contact Person	Renee Murray, CPM, PMP

Contact Title	E-Government Program Lead
Company Telephone Number	601-432-8146
Company Fax Number	n/a
Contact E-mail	Renee.murray@its.ms.gov
Industry of Company	Government
Customer 2	
Legal Name of Company or Governmental Entity	Commonwealth of Kentucky, Office of Technology
Company Mailing Address	101 Cold Harbor Drive
Company City, State, Zip	Frankfort, KY 40601
Company Website Address	Technology.ky.gov
Contact Person	Jim Barnhart
Contact Title	Deputy CIO
Company Telephone Number	502-229-8879
Company Fax Number	n/a
Contact E-mail	Jim.Barnhart@ky.gov
Industry of Company	Government
Customer 3	
Legal Name of Company or Governmental Entity	Arkansas Department of Labor and Licensing
Company Mailing Address	900 W. Capitol Ave, Suite 400
Company City, State, Zip	Little Rock, AR 72201
Company Website Address	Labor.arkansas.gov
Contact Person	Daryl Bassett
Contact Title	Secretary of Labor and Licensing
Company Telephone Number	501-682-4500
Company Fax Number	501-682-4535
Contact E-mail	Daryl.bassett@arkansas.gov
Industry of Company	Government

2.3.8 Registration to do Business – Per RFP 2.3.8, Respondents providing the products and/or services required by this RFP must be registered to do business by the Indiana Secretary of State. The Secretary of State contact information may be found in Section 1.18 of the RFP. This process must be concluded prior to contract negotiations with the State. It is the successful Respondent's responsibility to complete the required registration with the Secretary of State. Please indicate the status of registration, if applicable. Please clearly state if you are registered and if not provide an explanation.

Indiana Interactive, LLC d/b/a Tyler Indiana is registered to do business with the State by the Indiana Secretary of State as *Business ID 1995030751* and the Indiana Department of Administration, Procurement Division, and is **active**. We are attaching our registration status with the Secretary of State as **23-**

74658_E3_SOS_Registration_Status_Tyler.pdf and our Certificate of Assumed Business Name as **23-74658_E4_Certificate_of_Assumed_Business_Name_Tyler.pdf** to our response.

- 2.3.9 Authorizing Document** - Respondent personnel signing the Executive Summary of the proposal must be legally authorized by the organization to commit the organization contractually. This section shall contain proof of such authority. A copy of corporate bylaws or a corporate resolution adopted by the board of directors indicating this authority will fulfill this requirement. Please enter your response below and indicate if any attachments are included.

Andrew Hoff, Tyler Indiana President and General Manager, is legally authorized to commit Tyler Indiana to the scope of the attached work proposal and can certify that the information offered in the proposal meets all general conditions including the information requested in Attachment F1. We have included a copy of the signed Secretary's Certificate as Authorization to Sign Document: **23-74658_E5_Certificate_of_Authority_Tyler.pdf**, which certifies Andrew Hoff has the authority to serve as Tyler's representative during any resulting selection process and legally bind Tyler Indiana with respect to the provisions of the RFP and any contract award pursuant to the RFP

2.3.10 Diversity Subcontractor Agreements -

- a. Per RFP Section 1.21, Minority & Women's Business Enterprises (MBE/WBE), and 1.22 Indiana Veteran Owned Small Business Subcontractor (IVOSB), explain process followed to engage with potential MBE, WBE and IVOSB owned, Indiana certified businesses listed on Division of Supplier Diversity site. List the businesses invited to discuss the opportunity for potential partnership.

Tyler feels strongly about and sees great value in ensuring diversity among our partnerships; we seek to incorporate IVOSB/MBE/WBE vendors whenever possible. During our evaluation of potential partners who can help provide specialized services that will increase the service offering to the State of Indiana, we contacted several companies with which we have worked regularly. This included the following potential partners to discuss their offerings: ROI Research Group, BCForward, RADcube, Professional Management Enterprises, netlogx, Roeing IT Solutions, Bravia Services, DSN, and Engaging Solutions LLC. Each subcontractor was selected for evaluation based on the expertise in their field in relation to the needs of the state as defined in this request for proposal. Tyler Indiana believes the state will see true value from these partnerships if awarded this opportunity and they will be important members of Tyler Indiana's project team.

The following is the list of all the subcontractors with whom Tyler Indiana plans to partner:

- netlogx – WBE
 - netlogx will provide project management and project coordination services
- Roeing IT Solutions – WBE
 - Roeing will provide information technology consultation services and information technology services
- DSN – WBE
 - DSN will provide business and corporate management consultation services
- Engaging Solutions LLC – MBE
 - Engaging Solutions will provide compliance and training program consultation services
- Bravia Services – IVOSB
 - Bravia Services will provide management and business professional administrative services

- b. If not proposing each MBE, WBE or IVOSB subcontractor partnership, explain the rationale for declining to do so. Complete this for each category not proposed.

N/A. Tyler Indiana is proposing the MBE, WBE, and IVOSB subcontractors listed above.

2.3.11 Evidence of Financial Responsibility

This section will indicate the ability to provide the mandatory evidence of financial responsibility. See Section 1.25 for details.

Notwithstanding any other provisions relating to the beginning of the term, any contract will not become effective until the evidence of financial responsibility is delivered in the correct form and amount to the address indicated in Section 1.25.

Tyler Indiana is able to provide the mandatory evidence of financial responsibility. If the resulting contract is greater than \$1,000,000, Tyler Indiana will submit evidence of financial responsibility prior to submission of a fully executed contract.

2.3.12 General Information - Each Respondent must enter your company's general information including contact information.

Business Information	
Legal Name of Company	Indiana Interactive, LLC d/b/a Tyler Indiana
Contact Name	Andrew Hoff
Contact Title	President
Contact E-mail Address	Andrew.Hoff@tylertech.com
Company Mailing Address	151 W. Ohio Street, Suite 100
Company City, State, Zip	Indianapolis, IN 46204

Company Telephone Number	(317) 233-2010
Company Fax Number	(317) 233-2011
Company Website Address	https://indianainteractive.org
Federal Tax Identification Number (FTIN)	48-1167554
Number of Employees (company)	44
Years of Experience	28
Number of U.S. Offices	1
Year Indiana Office Established (if applicable)	1995
Parent Company (if applicable)	Tyler Technologies, Inc.
Revenues (\$MM, previous year)	
Revenues (\$MM, 2 years prior)	
% Of Revenue from Indiana customers	100%

- a. Does your Company have a formal disaster recovery plan? Please provide a yes/no response. If no, please provide an explanation of any alternative solution your company has to offer. If yes, please note and include as an attachment.

Yes, we have attached the confidential Disaster Recovery Plan in a separate attachment: **23-74658_E6_Tyler_DR_BC_Plan_CONFIDENTIAL.pdf**.

- b. What is your company's technology and process for securing any State information that is maintained within your company?

Tyler Indiana secures State information through the use of state-of-the-art information security and the adoption of appropriate privacy policies and procedures that are validated by third party audits. Tyler Indiana has implemented significant measures that maintain the security and integrity of government records. All public information applications will be defined for the data custodial agency. Tyler Indiana will work with the State to document what information will be accessed, how it will be accessed, a security assessment of the access method, and what special authentication requirements must be satisfied to qualify for access. Tyler Indiana follows a NIST 800-53 based security program and utilizes internal and external security assessors to validate our security posture.

2.3.13 Experience Serving State Governments - Please provide a brief description of your company's experience in serving state governments and/or quasi-governmental accounts.

NIC's April 2021 acquisition by Tyler Technologies is a game-changer for government by providing exponential value to our clients. Our combined organization is a highly

focused digital government powerhouse, with 7,200 employees and 40,000 successful solution implementations across 13,000 locations in all 50 states.

Tyler Indiana is an Indianapolis-based company with a team of specialists that are intimately familiar with the State's rules and regulations. Our Indianapolis team has had the privilege of serving the state of Indiana since 1995. Tyler Indiana is an operationally proven contractor who understands the intricacies of the State's digital-government program, delivers forward-thinking innovations and industry-leading technologies, has experience processing billions of funds on behalf of our government partners, and is proposing a solution that meets or exceeds every requirement in this RFP.

Tyler currently provides 28 states with a broad set of services that are designed to increase awareness and usage of e-government services in programs similar to the IN.gov Web Portal. Our active state affiliations are with AL, AR, CO, CT, HI, IA, ID, IL, IN, KS, KY, LA, MD, ME, MS, MT, NE, NJ, NM, OK, OR, RI, SC, UT, VA, VT, WI, and WV.

2.3.14 Experience Serving Similar Clients - Please describe your company's experience in serving customers of a similar size to the State with similar scope. Please provide specific clients and detailed examples.

Tyler Indiana's Indianapolis-based team has exclusively served the State of Indiana for nearly 30 years by providing comprehensive digital government services. Throughout that history, the Tyler team has evolved and adapted to the growing needs of residents across Indiana who rely on the services provided through IN.gov. Through this long-term partnership with Tyler Indiana, the state has received over 125 awards recognizing the success of these initiatives. Additionally, Tyler has been active in numerous enterprise initiatives alongside the state over the years. These initiatives have allowed Indiana to be the first in the nation to provide a seamless user experience across all state agency websites, implement a statewide mobile experience, provide single sign-on services for more than two million users, streamline payment services across state government, empower agencies to build their own services with an innovative self-service system, and much more. While completing these first-of-their-kind initiatives, Tyler Indiana has also been able to provide state agencies with essential products and services to grow their own respective digital strategies. As a result of these initiatives, residents are successfully completing millions of electronic government interactions annually through an award-winning, innovative, and continually evolving digital government suite of services.

Tyler has experience serving customers of a similar size to the State of Indiana with similar scope to what is being requested in this solicitation. Tyler Technologies has multiple state relationships with similar services to this RFP within the states of AL, AR, CO, CT, HI, IA, ID, IL, IN, KS, KY, LA, MD, ME, MS, NE, NJ, NM, OK, OR, RI, SC, UT, VA, VT, WI, and WV. We support each of these states at an enterprise level and

provide all digital government-related services requested in this solicitation, such as data sales and management, third-party application management, content management, training, service level agreement compliance, security and much more in the majority of those states. No provider or team of providers can match Tyler's ability to ideate, design, build, deploy, and configure proven digital government services that deliver agency efficiencies as well as enhanced citizen engagement. For more details, please see **23-74658_E7_Tyler_Experience_with_Similar_Clients.pdf** for a listing of the services we provide for the other state enterprises we serve.

2.3.15 Payment

Removed.

n/a

2.3.16 Extending Pricing to Other Governmental Bodies – Indicate your willingness to extend prices of awarded products and/or services to other governmental bodies per RFP section 2.3.16. Please include details on any marketing or active solicitation activities your company will undertake to encourage use of the contract.

Tyler Indiana understands and agrees to extend prices of awarded products and/or services to other governmental bodies per RFP section 2.3.16. Leveraging our vast experience with marketing and outreach initiatives alongside our partners, Tyler Indiana will implement a growth strategy that will promote participation in IN.gov services to other governmental bodies and help identify new application opportunities that will result in increased adoption of IN.gov services. The following campaign types will be leveraged as part of an overall growth and outreach strategy:

- **Agency Awareness Campaigns** to bring awareness of the existing contract that eliminates the need for other governmental bodies to issue separate RFPs as well as to promote the large library of services and products available to any government entity across Indiana for rapid implementation.
- **Agency Education Campaigns** to educate other governmental bodies about the streamlined process to access IN.gov services through the existing contract, as well as sharing standards and best practices to operate a successful strategy that results in partners seeking to utilize IN.gov's services.
- **IN.gov Consultation Campaigns** to obtain a full understanding of what governmental bodies are currently trying to accomplish, what they plan to implement during a targeted time period, and what they will need to accomplish to meet upcoming rules and regulations and initiatives, which will inform outreach of potential services within the IN.gov service portfolio.

2.3.17 Cloud Terms – Additional Terms and Conditions related to Cloud-based systems the State expects to execute with the successful Respondent(s) are provided in Attachment B1, B2, and B3. Depending on your proposed System, you could be

required to agree to one or more of the following sets of Additional Terms and Conditions: Attachment B1 – IOT Additional Terms and Conditions - Infrastructure as a Service Engagements (IaaS), Attachment B2 – IOT Additional Terms and Conditions - Platform as a Service Engagements (PaaS), Attachment B3 – IOT Additional Terms and Conditions - Software as a Service Engagements (SaaS).

Please indicate in your response below which of these sets of Additional Terms and Conditions you believe applies to your proposed system. Review these Additional Terms and Conditions and indicate acceptance and / or any redlined edits, **via tracked changes**. It is the State's strong desire to not deviate from the Additional Terms and Conditions that are provided in these attachments and as such the State reserves the right to reject any and all requested changes. Any or all portions of this RFP and any or all portions of your response may be incorporated as part of the final contract.

In addition to your response below, Respondents are also required to review and respond to the questions included in **Attachment K** - Assistive Technology Compliance Evaluation Form, **Attachment M** - Cloud Questionnaire, and **Attachment N** - Resource Usage Matrix.

Tyler Indiana believes that *Attachment B3 – IOT Additional Terms and Conditions - Software as a Service Engagements (SaaS)* applies to our proposed solution.

We have included with our proposal redlined edits, via tracked changes, of *Attachment B3* (file: **23-74658_Att_B3_-_SaaS_Terms_Tyler_Redlines.docx**) and enumerated our changes in Section 2.3.6 above.

Tyler Indiana has reviewed and responded to the questions included in Attachments K, M, and N and have attached completed copies of them to our response.