

CONTRACT FOR PURCHASE OF A CAMA SYSTEM
between the City of Madison and Manatron, Inc.

1. PARTIES.

This is a contract between the City of Madison, Wisconsin, hereafter referred to as the "City" and Manatron, Inc hereafter referred to as "Contractor."

The Contractor is a: Corporation Limited Liability Company General Partnership LLP
(to be completed by contractor) Sole Proprietor Unincorporated Association Other: _____.

2. PURPOSE.

The purpose of this contract is as set forth in Section 3.

3. SCOPE OF SERVICES AND SCHEDULE OF PAYMENTS.

The purpose of this Contract is for the Contractor to provide software and related services for the installation and implementation of a "CAMA" software System (to include Manatron Proval, Manatron GRM Records, and GRM Assessment Administration applications) for the City of Madison's Assessor's office, as more particularly described in the Exhibits listed below. Contractor will provide licensed software, perform services and be paid according to the following Exhibits:

Exhibit 1: Statement of Work ("SOW"), 43 pages. The SOW also incorporates by reference the accepted PMP, Project Schedule, Gap Report, Final Resolution of Gap Analysis (if any) and any other documents prepared by Manatron and accepted by the City, as described in the SOW.

The Statement of Work also includes the following Appendices:
Appendix A: Amended Attachment C (Technical Requirements Document).
Appendix B: Delivery Approach and Project Methodology

Exhibit 2: Manatron Master Agreement for Licensed Software, Hardware, and Services (Exhibit 2 includes the software license agreement and additional legal terms for the delivery of services.)

Exhibit 3: Manatron Response to Dane County & the City of Madison, WI - RFP #109053 for Assessment, Property Description, Taxation and Collections Software Solutions, dated June 22, 2009, **excluding** Attachment C which has been updated and is attached as Appendix A to the Statement of Work and supercedes the original Attachment C included in Manatron's response. (Exhibit 3 is incorporated by reference only.)

Exhibit 4: "Request for Proposals (RFP) for Assessment, Property Description, Taxation and Collections Software Solutions," RFP # 109053 issued by the County of Dane and the City of Madison, except those portions which by their language apply exclusively to Dane County or requirements that are not related to CAMA. (Exhibit 4 is incorporated by reference only.)

Integration of contract documents: The parties intend for this Contract and all of the Exhibits hereto to be harmonized and read together to the extent possible to accomplish the purpose of this Contract. In the event of a conflict between the terms of this Contract for Purchase of CAMA System and the Exhibits, the Contract for Purchase of CAMA System shall control. If there is a conflict between any of the Exhibits, each Exhibit shall be given precedence in the numerical order listed above.

4. TERM AND EFFECTIVE DATE.

This contract shall become effective upon execution by the Mayor, (or the Purchasing Agent, if authorized) on behalf of the City of Madison, unless another effective date is specified in the Attachment(s) incorporated in Section 3, however in no case shall work commence before execution by the City of Madison. The term of this contract shall, continue until all work in the SOW is completed and accepted by the City and both parties' obligations have been fulfilled, unless terminated earlier by either party under procedures elsewhere in this Contract, and except for the software license agreement which is governed by the software license provisions of Exhibit 2.

5. ENTIRE AGREEMENT.

The entire agreement of the parties is contained herein and this contract supersedes any and all oral contracts and negotiations between the parties.

6. ASSIGNABILITY/SUBCONTRACTING.

Contractor shall not assign or subcontract any interest or obligation under this contract without the City's prior written approval. All of the services required hereunder will be performed by Contractor and employees of Contractor.

7. DESIGNATED REPRESENTATIVES and ASSIGNED PERSONNEL.

A. Contractor designates Sam Wilkins as Contract Agent with primary responsibility for the performance of this contract. In case this Contract Agent is replaced by another for any reason, the Contractor will designate another Contract Agent within seven (7) calendar days of the time the Contract Agent's responsibilities are terminated, using the procedure set forth in Section 15, Notices. In the event of the death, disability, removal or resignation of the person designated above as the contract agent, the City may accept another person as the contract agent, which acceptance shall not be unreasonably withheld, or may terminate this agreement under Section 25, at its option.

B. City designates Ken Moen as Contract Agent for the City of Madison, with primary responsibility for communication with Contractor under this Contract. In case this Contract Agent is replaced by another for any reason, the City will designate another Contract Agent within seven (7) calendar days of the time the Contract Agent's responsibilities are terminated, using the procedure set forth in Section 15, Notices.

- C. Contractor's Assigned Personnel. Manatron will assign its personnel/resources using the procedures described in the SOW and PMP. In the event Manatron personnel provide services deemed unsatisfactory by the City in its reasonable discretion, Manatron will be given an opportunity to correct the deficiency. The City will notify Manatron's Project Manager and Contract Agent of the problem in writing, and give a reasonable length of time, determined by the City, to correct the problem to the satisfaction of the City's Contract Agent. If the problem is not corrected to the City's satisfaction, the City may require Tyler to remove the personnel in question and assign new personnel of equal or better qualifications, with the written approval of the City, which shall not be unreasonably withheld.
8. **PROSECUTION AND PROGRESS.**
- A. Services under this agreement shall commence upon written order from the City to the Contractor, which order will constitute authorization to proceed; unless another date for commencement is specified elsewhere in this Contract including documents incorporated in Section 3.
- B. The Contractor shall complete the services under this agreement within the time for completion specified in Section 3, the Scope of Services, including any amendments. The Contractor's services are completed when the City notifies the Contractor in writing that the services are complete and are acceptable. The time for completion shall not be extended because of any delay attributable to the Contractor, but it may be extended by the City in the event of a delay attributable to the City, or in the event of unavoidable delay caused by war, insurrection, natural disaster, or other unexpected event beyond the control of the Contractor. If at any time the Contractor believes that the time for completion of the work should be extended because of unavoidable delay caused by an unexpected event, or because of a delay attributable to the City, the Contractor shall notify the City as soon as possible, but not later than seven (7) calendar days after such an event. Such notice shall include any justification for an extension of time and shall identify the amount of time claimed to be necessary to complete the work.
- C. Services by the Contractor shall proceed continuously and expeditiously through completion of each phase of the work.
- D. Progress reports documenting the extent of completed services shall be prepared by the Contractor and submitted to the City with each invoice under Section 24 of this agreement, and at such other times as the City may specify, unless another procedure is specified in Section 3.
- E. The Contractor shall notify the City in writing when the Contractor has determined that the services under this agreement have been completed. When the City determines that the services are complete and are acceptable, the City will provide written notification to the Contractor, acknowledging formal acceptance of the completed services.
9. **AMENDMENT.**
This contract shall be binding on the parties hereto, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto. Any other change in any provision of this contract may only be made by a written amendment, signed by the duly authorized agent or agents who executed this contract.
10. **EXTRA SERVICES.**
The City may require the Contractor to perform extra services or decreased services, according to the procedure set forth in Section 24. Extra services or decreased services means services which are not different in kind or nature from the services called for in the Scope of Services, Section 3, but which may increase or decrease the quantity and kind of labor or materials or expense of performing the services. Extra services may not increase the total contract price, as set forth in Section 23, unless the contract is amended as provided in Section 9 above.
11. **NO WAIVER.**
No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the City or Contractor shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or Contractor therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.
12. **NON-DISCRIMINATION.**
In the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs or student status. Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, or national origin.
13. **AFFIRMATIVE ACTION.**
- A. **The following language applies to all contractors employing fifteen (15) or more employees: (MGO 39.02(9)(c).)**
- The Contractor agrees that, within thirty (30) days after the effective date of this contract, Contractor will provide to the City of Madison Department of Civil Rights (the "Department"), certain workforce utilization statistics, using a form provided by the City.
- If the contract is still in effect, or if the City enters into a new agreement with the Contractor, within one year after the date on which the form was required to be provided, the Contractor will provide updated workforce information using a second form, also to be furnished by the City. The second form will be submitted to the Department no later than one year after the date on which the first form was required to be provided.
- The Contractor further agrees that, for at least twelve (12) months after the effective date of this contract, it will notify the Department of each of its job openings at facilities in Dane County for which applicants not already employees of the Contractor are to be considered. The notice will include a job description, classification, qualifications, and application procedures and deadlines. The Contractor agrees to interview and consider candidates referred by the Department if the candidate meets the minimum

qualification standards established by the Contractor, and if the referral is timely. A referral is timely if it is received by the Contractor on or before the date stated in the notice.

The Department will determine if a contractor is exempt from Sec. 13. A., at the time the Request for Exemption in 13.B. is made.

B. Articles of Agreement, Request for Exemption, and Release of Payment:
 The "ARTICLES OF AGREEMENT" beginning on the following page, apply to all contractors, unless determined to be exempt under the following table and procedures:

NUMBER OF EMPLOYEES	LESS THAN \$25,000 Aggregate Annual Business with the City*	\$25,000 OR MORE Aggregate Annual Business with the City*
14 or less	Exempt**	Exempt**
15 or more	Exempt**	Not Exempt

*As determined by the City Comptroller

**As determined by the Department of Civil Rights

REQUEST FOR EXEMPTION: (MGO 39.02(9)(a)2.) Contractors who believe they are Exempt from the Articles of Agreement according to the table above, shall submit a Request for Exemption on a form provided by the Department of Civil Rights ("Department"), within thirty (30) days of the effective date of this Contract. The Department makes the final determination as to whether a contractor is exempt from the Articles of Agreement. In the event the Contractor is not exempt, the Articles of Agreement shall apply. **CONTRACTORS WITH 15 OR MORE EMPLOYEES WILL LOSE THIS EXEMPTION AND BECOME SUBJECT TO THE ARTICLES OF AGREEMENT UPON REACHING \$25,000 OR MORE ANNUAL AGGREGATE BUSINESS WITH THE CITY WITHIN THE CALENDAR YEAR.**

RELEASE OF PAYMENT: (MGO 39.02(9)(e)1.b.) Within thirty (30) days from the effective date of this contract, and prior to release of payment by the city, all non-exempt contractors are required to have on file with the Department, an Affirmative Action plan meeting the requirements of Article IV below. Additionally, contractors that are exempt from the Articles of Agreement under Table 13-B, must have a Request for Exemption form on-file with the Department, prior to release of payment by the City.

ARTICLES OF AGREEMENT

ARTICLE I

The Contractor shall take affirmative action in accordance with the provisions of this contract to insure that applicants are employed, and that employees are treated during employment without regard to race, religion, color, age, marital status, disability, sex or national origin and that the employer shall provide harassment-free work environment for the realization of the potential of each employee. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship insofar as it is within the control of the Contractor. The Contractor agrees to post in conspicuous places available to employees and applicants notices to be provided by the City setting out the provisions of the nondiscrimination clauses in this contract.

ARTICLE II

The Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the Contractors state that all qualified or qualifiable applicants will be employed without regard to race, religion, color, age, marital status, disability, sex or national origin.

ARTICLE III

The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided by the City advising the labor union or workers representative of the Contractor's equal employment opportunity and affirmative action commitments. Such notices shall be posted in conspicuous places available to employees and applicants for employment.

ARTICLE IV

(This Article applies to non-public works contracts.)

The Contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison including the contract compliance requirements. The Contractor warrants and certifies that, of the following two paragraphs, paragraph A or B is true (check one):

- A. It has prepared and has on file an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR part 60-2, as established by 43 FR 51400 November 3, 1978, including appendices required by City of Madison ordinances or it has prepared and has on file a model affirmative action plan approved by the Madison Common Council.
- B. Within thirty (30) days after the effective date of this contract, it will complete an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR Part 60-2, as established by 43 FR 51400, November 3, 1978, including appendices required by City of Madison ordinance or within thirty (30) days after the effective date of this contract, it will complete a model affirmative action plan approved by the Madison Common Council.

ARTICLE V

(This Article applies only to public works contracts.)

The Contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison, including the contract compliance requirements. The Contractor agrees to submit the model affirmative action plan for public works Contractors in a form approved by the Director of Affirmative Action.

ARTICLE VI

The Contractor will maintain records as required by Section 39.02(9)(f) of the Madison General Ordinances and will provide the City's Department of Affirmative Action with access to such records and to persons who have relevant and necessary information, as provided in Section 39.02(9)(f). The City agrees to keep all such records confidential, except to the extent that public inspection is required by law.

ARTICLE VII

In the event of the Contractor's or subcontractor's failure to comply with the Equal Employment Opportunity and Affirmative Action provisions of this contract or Sections 39.03 and 39.02 of the Madison General Ordinances, It is agreed that the City at its option may do any or all of the following:

- A. Cancel, terminate or suspend this contract in whole or in part
- B. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met
- C. Recover on behalf of the City from the prime Contractor 0.5 percent of the contract award price for each week that such party fails or refuses to comply, in the nature of liquidated damages, but not to exceed a total of five percent (5%) of the contract price, or five thousand dollars (\$5,000), whichever is less. Under public works contracts, if a subcontractor is in noncompliance, the City may recover liquidated damages from the prime Contractor in the manner described above. The preceding sentence shall not be construed to prohibit a prime Contractor from recovering the amount of such damage from the noncomplying subcontractor.

ARTICLE VIII

(This Article applies to public works contracts only.)

The Contractor shall include the above provisions of this contract in every subcontract so that such provisions will be binding upon each subcontractor. The Contractor shall take such action with respect to any subcontractor as necessary to enforce such provisions, including sanctions provided for noncompliance.

ARTICLE IX

The Contractor shall allow the maximum feasible opportunity to small business enterprises to compete for any subcontracts entered into pursuant to this contract. (In federally funded contracts the terms "DBE, MBE, and WBE" shall be substituted for the term "small business" in this Article.)

14. **SEVERABILITY.**

It is mutually agreed that in case any provision of this contract is determined by any court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this contract remain in full force and effect.

15. **NOTICES.**

All notices to be given under the terms of this contract shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid, or hand delivered to the addresses of the parties listed below:

FOR THE CITY:	Paul Kroneberger, Director, Information Technology _____ (Department or Division Head) 210 Martin Luther King Jr. Blvd _____ City-County Building Room 500 _____ Madison, WI 53703 _____
FOR THE CONTRACTOR:	John R. Hansen, john.hansen@manatron.com , 866.471.2900 ext. 7094 _____ Manatron, Inc. _____ 510 East Milham Avenue _____ Portage, MI 49002 _____

16. **STATUS OF CONTRACTOR/INDEPENDENT/TAX FILING.**

It is agreed that Contractor is an independent Contractor and not an employee of the City, and that any persons who the Contractor utilizes and provides for services under this contract are employees of the Contractor and are not employees of the City of Madison.

Contractor shall provide its taxpayer identification number (or social security number) to the City Comptroller, 210 Martin Luther King Jr. Blvd, Room 406, Madison, WI 53703, prior to payment. The Contractor is informed that as an independent Contractor, s/he may have a responsibility to make estimated tax returns, file tax returns, and pay income taxes and make social security payments on the amounts received under this contract and that no amounts will be withheld from payments made to this Contractor for these purposes and that payment of taxes and making social security payments are solely the responsibility and obligation of the Contractor. The Contractor is further informed that s/he may be subject to civil and/or criminal penalties if s/he fails to properly report income and pay taxes and social security taxes on the amount received under this contract.

17. **GOODWILL.**
Any and all goodwill arising out of this contract inures solely to the benefit of the City; Contractor waives all claims to benefit of such goodwill.
18. **THIRD PARTY RIGHTS.**
This contract is intended to be solely between the parties hereto. No part of this contract shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.
19. **AUDIT AND RETAINING OF DOCUMENTS.**
The Contractor agrees to provide all reports requested by the City including, but not limited to, financial statements and reports, reports and accounting of services rendered, and any other reports or documents requested. Financial and service reports shall be provided according to a schedule (when applicable) to be included in this contract. Any other reports or documents shall be provided within five (5) working days after the Contractor receives the City's written requests, unless the parties agree in writing on a longer period. Payroll records and any other documents relating to the performance of services under the terms of this Contract shall be retained by the Contractor for a period of three (3) years after completion of all work under this contract, in order to be available for audit by the City or its designee.
20. **CHOICE OF LAW AND FORUM SELECTION.**
This contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Contract that cannot be mutually resolved, the venue shall be a court of competent jurisdiction within the State of Wisconsin and the parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such a dispute according to any law.
21. **COMPLIANCE WITH APPLICABLE LAWS.**
The Contractor shall become familiar with, and shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations which in any manner affect the services or conduct of the Contractor and its agents and employees.
22. **CONFLICT OF INTEREST.**
A. The Contractor warrants that it and its agents and employees have no public or private interest, and will not acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the services under this agreement.
B. The Contractor shall not employ or contract with any person currently employed by the City for any services included under the provisions of this agreement.
23. **COMPENSATION.**
It is expressly understood and agreed that in no event will the total compensation for services under this contract exceed the amounts set forth in Exhibit 1 – the Statement of Work.
24. **BASIS FOR PAYMENT.**
A. **GENERAL**
(1) The City will pay the Contractor for the completed and accepted services rendered under this contract on the basis and at the contract price set forth in Section 23 of this contract. The City will pay the Contractor for completed and approved "extra services", if any, if such "extra services" are authorized according to the procedure established in this section. The rate of payment for "extra services" shall be the rate established in this contract. Such payment shall be full compensation for services rendered and for all labor, material, supplies, equipment and incidentals necessary to complete the services.
(2) The Contractor shall submit invoices, on the form or format approved by the City, specified in the Scope of Services, Section 3 of this contract. The City will pay the Contractor in accordance with the schedule set forth in the Scope of Services. The final invoice shall be submitted to the City within three months of completion of services under this agreement.
(3) Should this agreement contain more than one service, a separate invoice and a separate final statement shall be submitted for each individual service.
(4) Payment shall not be construed as City acceptance of unsatisfactory or defective services or improper materials.
(5) Final payment of any balance due the Contractor will be made upon acceptance by the City of the services under the agreement and upon receipt by the City of documents required to be returned or to be furnished by the Contractor under this agreement.
(6) The City has the equitable right to set off against any sum due and payable to the Contractor under this agreement, any amount the City determines the Contractor owes the City, whether arising under this agreement or under any other agreement or otherwise.
(7) Compensation in excess of the total contract price will not be allowed unless authorized by an amendment under Section 9, AMENDMENT.
(8) The City will not compensate for unsatisfactory performance by the Contractor.
B. **SERVICE ORDERS, EXTRA SERVICE, OR DECREASED SERVICE.**
(1) Written orders regarding the services, including extra services or decreased services, will be given by the City, using the procedure set forth in Section 15, NOTICES.
(2) The City may, by written order, request extra services or decreased services, as defined in Section 10 of this contract. Unless the Contractor believes the extra services entitle it to extra compensation or additional time, the Contractor shall proceed to furnish the necessary labor, materials, and professional services to complete

the services within the time limits specified in the Scope of Services, Section 3 of this agreement, including any amendments under Section 9 of this agreement.

- (3) If in the Contractor's opinion the order for extra service would entitle it to extra compensation or extra time, or both, the Contractor shall not proceed to carry out the extra service, but shall notify the City, pursuant to Section 15 of this agreement. The notification shall include the justification for the claim for extra compensation or extra time, or both, and the amount of additional fee or time requested.
- (4) The City shall review the Contractor's submittal and respond in writing, either authorizing the Contractor to perform the extra service, or refusing to authorize it. The Contractor shall not receive additional compensation or time unless the extra compensation is authorized by the City in writing.

25. **DEFAULT/TERMINATION.**

- A. In the event Contractor shall default in any of the covenants, agreements, commitments, or conditions herein contained, and any such default shall continue unremedied for a period of fifteen (15) business days after written notice thereof to the Contractor, or Contractor has failed to develop a plan mutually agreeable to the City to cure the default within thirty (30) days after the written notice, the City may, at its option and in addition to all other rights and remedies which it may have at law or in equity against Contractor, including expressly the specific enforcement hereof, forthwith have the cumulative right to immediately terminate this contract and all rights of Contractor under this contract.
- B. **Nonappropriation of Funds.** In the event the proper appropriation of funds for the continuation of this Agreement is not available for any fiscal year after the first fiscal year, then this Agreement may be terminated. To effect the termination of this Agreement, Customer shall, within thirty (30) days following the beginning of the fiscal year for which the proper appropriation is not available, provide Manatron with written notice of the failure to obtain the proper appropriation of funds. Such notice shall be accompanied by the payment of all sums then owed Manatron under this Agreement, if any. No penalty shall accrue to Customer in the event of exercise of termination due to non-appropriation. If this Agreement is terminated pursuant to this Section Customer agrees to grant Manatron a right of first refusal to continue under the terms of this contract for a period of two (2) years from the date of exercising this option. If funds should not become available with two (2) years of said date, Customer shall be free to contract with Manatron or any other available source when they do become available.
- C. **Termination for Convenience.** Notwithstanding paragraphs A. and B., above, the City may in its sole discretion and without any reason terminate this agreement at any time by furnishing the Contractor with ten (10) days' written notice of termination. In the event of termination under this subsection, the City will pay for work completed by the Contractor and accepted by the City up to the effective date of termination. If the City exercises its right to terminate for convenience at the conclusion of the Gap Analysis as described in the SOW (Exhibit 1), the City shall promptly return all Software and Documentation and Contractor shall refund the full purchase price of the software, less the amount of services actually rendered up to the date of delivery of the Gap Report and reasonable travel expenses as allowed in the SOW.
- D. **Other grounds for termination.** Either party may terminate this Agreement immediately upon written notice to the other party if the other party:
 - (1) breaches its confidentiality obligations under this Agreement.
 - (2) ceases conducting business in the normal course, admits its insolvency, or makes an assignment for the benefit of creditors.
 - (3) Becomes the subject of any judicial or administrative proceedings in bankruptcy, receivership, or reorganization, and such proceeding is not dismissed within ninety (90) days after it is commenced.
- E. **Effect of Termination on Software License.** The termination of this Agreement shall not affect the Customer's rights to the Software pursuant to Section 3.1 provided that Customer has paid all Software license fees set forth in the applicable Schedule(s) payment schedule and Customer is not in breach of any provision of this Agreement. If Customer terminates this Agreement prior to the payment of all Software license fees, or if Customer is in breach of this Agreement, Customer shall immediately cease using the Software and shall either destroy or return the original and all copies, in whole or in part, in any form, of the Software and related materials and Customer shall certify such action in writing to Manatron within thirty (30) days after the termination date.
- F. **Return of Customer Data upon Termination.** Upon termination and upon request by Customer, Manatron shall return all data supplied by Customer in a format reasonably requested by Customer (other than Manatron's proprietary format) upon payment of Manatron's then-current fee for this service.

26. **INDEMNIFICATION.**

The Contractor shall be liable to and hereby agrees to indemnify, defend and hold harmless the City of Madison, and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the Contractor's and/or Subcontractor's acts or omissions in the performance of this agreement, whether caused by or contributed to by the negligence of the City, its officers, officials, agents, or its employees. Under no circumstances will the Contractor's liability under this paragraph exceed the maximum liability allowed under the Contractor's insurance coverage.

27. **INSURANCE.**

The Contractor will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated below. The Contractor shall not commence work under this Contract, nor shall the Contractor allow any Subcontractor to commence work on its Subcontract, until the insurance required below has been obtained and corresponding certificate(s) of insurance have been approved by the City Risk Manager.

Commercial General Liability

The Contractor shall procure and maintain during the life of this contract, Commercial General Liability insurance including, but not limited to bodily injury, property damage, personal injury, and products and completed operations (unless determined to be inapplicable by the Risk Manager) in an amount not less than \$1,000,000 per occurrence. This policy shall also provide contractual liability in the same amount. Contractor's coverage shall be primary and list the City of Madison, its officers, officials, agents and

employees as additional insureds. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance meeting the above criteria, applying on a primary basis and listing the City of Madison, its officers, officials, agents and employees as additional insureds.

Automobile Liability

The Contractor shall procure and maintain during the life of this contract Business Automobile Liability insurance covering owned, non-owned and hired automobiles with limits of not less than \$1,000,000 combined single limit per accident. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance covering each subcontractor and meeting the above criteria.

Worker's Compensation

The Contractor shall procure and maintain during the life of this contract statutory Workers' Compensation insurance as required by the State of Wisconsin. The Contractor shall also carry Employers Liability limits of at least \$100,000 Each Accident, \$100,000 Disease – Each Employee, and \$500,000 Disease – Policy Limit. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain such insurance, covering each subcontractor.

Professional Liability

The Contractor shall procure and maintain professional liability insurance with coverage of not less than \$1,000,000. If such policy is a "claims made" policy, all renewals thereof during the life of the contract shall include "prior acts coverage" covering at all times all claims made with respect to Contractor's work performed under the contract. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by the City.

Acceptability of Insurers. The above-required insurance is to be placed with insurers who have an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII.

Proof of Insurance, Approval. The Contractor shall provide the City with certificate(s) of insurance showing the type, amount, class of operations covered, effective dates, and expiration dates of required policies prior to commencing work under this Contract. Contractor shall provide the certificate(s) to the City's representative upon execution of the contract, or sooner, for approval by the City Risk Manager. The Contractor shall provide copies of additional insured endorsements or insurance policies, if requested by the City Risk Manager.

The Contractor and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Contract.

28. **OWNERSHIP OF CONTRACT PRODUCT.**

All of the work product, including, but not limited to, documents, materials, files, reports, data, including magnetic tapes, disks of computer-aided designs or other electronically stored data or information (the "Documents"), which the Contractor prepares pursuant to the terms and conditions of this contract are the sole property of the City. The Contractor will not publish any such materials or use them for any research or publication, other than as expressly required or permitted by this contract, without the prior written permission of the City. The grant or denial of such permission shall be at the City's sole discretion.

The Contractor intends that the copyright to the Documents shall be owned by City, whether as author (as a Work Made For Hire), or by assignment from Contractor to City. The parties expressly agree that the Documents shall be considered a Work Made For Hire as defined by Title 17, United States Code, Section 101(2).

As further consideration for the City entering into this contract, the Contractor hereby assigns to City all of the Contractor's rights, title, interest and ownership in the Documents, including the right to procure the copyright therein and the right to secure any renewals, reissues and extensions of any such copyright in any foreign country. The City shall be entitled to the sole and exclusive benefit of the Documents, including the copyright thereto, and whenever required by the City, the Contractor shall at no additional compensation, execute all documents of assignment of the full and exclusive benefit and copyright thereof to the City. Any subcontractors and other independent Contractors who prepare portions of the Documents shall be required by the Contractor to execute an assignment of ownership in favor of the City before commencing work.

29. **LIVING WAGE (Applicable to contracts exceeding \$5,000).**

Unless exempt by MGO 4.20, the Contractor agrees to pay all employees employed by the Contractor in the performance of this contract, whether on a full-time or part-time basis, a base wage of not less than the City minimum hourly wage as required by Section 4.20, Madison General Ordinances.

30. **AUTHORITY.**

Contractor represents that it has the authority to enter into this Contract. If the Contractor is not an individual, the person signing on behalf of the Contractor represents and warrants that he or she has been duly authorized to bind the Contractor and sign this Contract on the Contractor's behalf.

31. **COUNTERPARTS.** This Agreement may be executed simultaneously, in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands at Madison, Wisconsin.

CONTRACTOR

Manatron, Inc.

(Type or Print Name of Contracting Entity)

By: [Signature]
(Signature)

John R. Hansen, V.P. of Risk Management
(Print Name and Title of Person Signing)

Date: 6/27/11

CITY OF MADISON, WISCONSIN
a municipal corporation

By: [Signature]
Paul R. Soglin, Mayor

Date: July 8, 2011

By: [Signature]
Maribeth Witzel-Behl, City Clerk

Date: June 29, 2011

Approved as to Form:

[Signature]
Michael P. May, City Attorney

Date: 8 JULY 2011

Approved:

[Signature]

Dean Brassler, Finance Director

Date: 7-7-11

[Signature]

Eric T. Veum, Risk Manager

Date: 7/7/11

NOTE: Certain service contracts may be executed by the Purchasing Agent on behalf of the City of Madison:

By: [Signature]
Randy A. Whitehead, Accountant 4
Designee of Comptroller

Date: _____

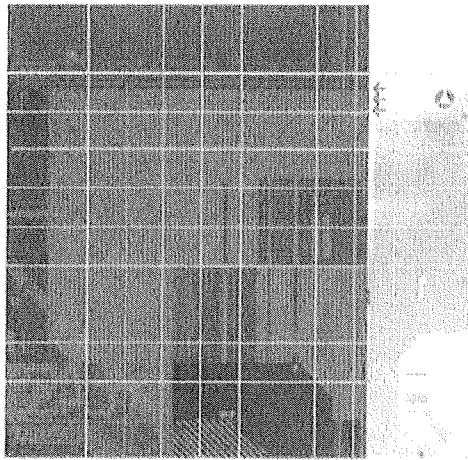
Please note: MGO 4.26(3) and (5) authorize the Comptroller or designee to sign contracts for purchase or services when all of the following apply:

- (a) The funds are included in the approved City budget.
- (b) An RFP or competitive process was used, or the contract is exempt from competitive bidding under 4.26(4)(a)
- (c) The City Attorney has approved the form of the contract.
- (d) The contract complies with other laws, resolutions and ordinances.
- (e) The contract is for a period of 1 year or less, OR not more than 3 years AND the average cost is not more than \$50,000 per year, AND was subject to competitive bidding. (If over \$25,000 and exempt from bidding under 4.26(4)(a), regardless of duration of the contract, the Common Council must authorize the contract by resolution and the Mayor and City Clerk must sign, per 4.26(5)(b).)

Exhibit 1

STATEMENT OF WORK

City of Madison, WI



MANATRON

Final Version

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Abbreviations and Definitions

The following abbreviations are employed in the Statement of Work

- SOW – Statement of Work
- Customer – the City of Madison, WI
- The City – the City of Madison, WI
- PMP – Project Management Plan Document
- PMC – Project Management Committee which consists of the working members of the project management team.
- PCR – Project Change Request. The formal document used to submit desired project changes.
- DAS – Deliverable Acceptance Statement
- UAT – User Acceptance Testing
- GRM/CAMA – Manatron's "Government Revenue Management" product suite which includes Manatron CAMA, GRM Assessment Administration, and GRM Records.
- MPM – Manatron Project Methodology
- RFP – Request for Proposal
- COTS – Commercial Off the Shelf software – for the purposes of the this document, COTS refers to the current, generally available releases of Manatron's software products.
- Project Schedule – The scheduled activities necessary for project completion. The initial schedule may be amended from time to time by mutual agreement of Manatron and City management.
- Communication Plan – As part of the PMP, a high level description of the communication procedures that will be used in communications between Manatron, City, and project stakeholders.
- Change Order - A mutually agreed upon written order to Manatron, approved and signed by the City Project Manager and Manatron's Project Manager, ordering a change in the Services, the System, or particular work products from those originally set forth in this Agreement.
- Issue Register – A high level description of issues and their classification and resolution.

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- Review Period – A period of review and commentary by the City following the delivery of any non-billing milestone deliverables.

1. Introduction

This Statement of Work (SOW) is attached and made part of the Contract for Purchase of a CAMA System executed by and between Manatron Corporation (hereafter referred to as **Manatron**) and the City of Madison, WI (hereafter referred to as **"the City"**). This Statement of Work, when executed as part of this Contract, defines the work requirements for the City of Madison project. It is intended to act as a guide to the understanding between Manatron and the City of responsibilities related to the project implementation. This SOW shall also incorporate and include the final accepted PMP, Implementation Plan, Gap Analysis Report (as accepted) and any other documents prepared by Manatron as part of its implementation methodology as described in this Statement of Work.

This Statement of Work also includes the following Appendices:

Appendix A: Amended Attachment C, Technical Requirements Document

Appendix B: Delivery Approach and Project Methodology

2. Project Scope

2.1. Overview

This SOW describes the Manatron and City tasks and activities involved in the implementation of the Manatron Systems in response to requirements established by the City, and in accordance with the project requirements set forth in this document.

The project includes defined milestones, deliverables, a payment schedule and project plan to manage the implementation process. Each of these will be executed in Performance of Master Agreement XXXXXX (the "Contract"). Once the actions described in the following Work and Deliverable sections are successfully completed, the scope of this project will end. Each milestone will require Acceptance by the City for that specific module(s) and at the completion of implementation the City will provide a Final Acceptance for the Project.

Manatron personnel and products specifically designated in the Agreement will be furnished to the City. The Project Management Plan (PMP) will list the personnel that Manatron has represented it will furnish to the City for the project.

Requirement changes or services not explicitly included in the Manatron proposal will be considered out-of-scope, and will be handled through the change control process as defined in the Project Management Plan (PMP).

2.2. Mutual Understanding of Product and Relationship

City of Madison acknowledges that it is purchasing a Commercial Off-the-Shelf (COTS) system that comes with a pre-defined set of functions, and that it is not buying a custom build. As such, it understands that it does not have direct oversight as to how the system performs the functional requirements of the RFP and Manatron Response. Manatron acknowledges that City of Madison wishes to see the system operate as efficiently as possible within those parameters for the Wisconsin Requirements. To that

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end, and to the extent reasonably practicable and possible, Manatron will engage City of Madison in the review process, up to, but not including sign off of the Functional Systems Design. City of Madison is required to sign-off on the GAP Analysis Document and other deliverables noted in Section 3 of this document.

2.3. Project Work Definitions

Manatron will utilize its Manatron Project Methodology (MPM) to manage the project. Through the use of this discipline Manatron will provide overall project management for the project. The project will ultimately include software licenses, software modifications, software integration, implementation, acceptance test support, training, conversion management, consulting services and associated deliverables, and the application software as documented in Agreement # XXXXX and this SOW. The City is expected to promptly assign a project manager and also provide required technical and domain expertise in accordance with a preliminary work plan developed by Manatron, and the City department managers.

2.4. Project Management

Manatron will manage the overall project effort and supervise each project subgroup tasked with all key project deliverables. Manatron will appoint a project manager for the duration of the project that will be the primary point of contact with the City. The project manager will be responsible for all aspects of project implementation. The project manager will be fully knowledgeable of the objectives of the project, with an objective to provide access to customer resources (such as personnel, documents, and physical areas) and be responsible for all administrative and technical decisions on the project, in conjunction with the City project manager. Furthermore, the project managers will coordinate all Manatron on-site and off-site personnel working on the project. The common point of interaction is key to proper communication. The Manatron Project Manager will schedule Manatron implementation team resources and work with the City Project Manager to ensure that the City team resources are available for planned activities.

2.5. Project Schedule

A project schedule will be developed and maintained by the Project Management Team. The schedule will detail tasks from the point of contract signing and project start-up through final acceptance. Tasks will be included for both City of Madison and Manatron. The schedule will be approved by the Project Management Committee. Progress against the schedule will be reported in the PMC meeting minutes. Any schedule changes affecting a key deliverable (see below) will be managed via Change Control. Schedule changes not affecting a key deliverable will be managed by the City of Madison and Manatron project managers and communicated using the communications plan described in the *Project Management Plan*.

2.6. Escalation Process

Issues that cannot be resolved by the Manatron Project Manager and the City Project Manager will be managed through the agreed upon Escalation Process described in section 4.4 of this Statement of Work.

Every attempt should be made to resolve issues at the project manager level. Issues that cannot be resolved between the respective project managers may be escalated to the Project Management Committee for review.

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The Project Management Committee must decide on a mutually acceptable action plan. A mutually acceptable plan would include resolving the issue or reassigning the issue as a change request.

2.7. Change Control Process and Change Orders

Change Control is a formal procedure to manage changes to project deliverables including requirements, specifications, scope, approved processes, procedures, and project plans. Through this process the impact of proposed change(s) on functionality, performance, cost, schedule, and quality objectives will be analyzed, evaluated, and reported. A Project Change Request (PCR), available in the PMP, shall be the vehicle for communicating changes. The procedure to be used for all change control for the Project is as follows:

A change order is a mutually agreed upon written order to Manatron, approved and signed by the City Project Manager and Manatron's Project Manager, ordering a change in the Services, the System, or particular work products from those originally set forth in this Agreement. Change orders may require authorization from the City Council.

Change orders may be proposed by either the City or Manatron, using a PCR Form provided by Manatron. Once a PCR form is agreed to in writing by both parties, it becomes a Change Order. Only those Change Orders that are duly signed and approved by the City and by Manatron will constitute authorized modifications of this Agreement.

Some change orders may have a cost associated with them, while others may affect only the project schedule and have no cost. Any change that would impact project schedule and/or costs will require a change order. The Change order must specify the agreed upon schedule and/or cost changes, as well as any revised scope. Manatron shall have no obligation to commence work in connection with any change until the cost and/or schedule impact (if any) of the change is agreed upon by the parties in writing.

The City and Manatron may, from time to time, agree in writing upon change orders to change particular aspects of the Services, the System, or particular work products originally set forth in this Agreement. With respect to proposed change orders that do not materially impact the cost or project schedule set forth under this Agreement, the parties will cooperate in good faith to agree upon such change orders and will not unreasonably withhold approval of such change orders that are proposed by the other party.

If either party causes or requests a change that materially impacts the cost or schedule required under this Agreement, such as changes in the allocation of City and Manatron resources applied to a task, changes in completion schedules for individual tasks or for overall implementation, and changes in staffing that require a party to provide additional work hours, the other party may propose a change order to cover the additional work effort required of it. Approval of such a change order will not be unreasonably withheld provided that the parties mutually agree on any change in cost as a result of such change order and provided that the City obtains the appropriate, necessary approval for any change that requires additional expenditure. The City cannot guarantee that it will receive approval for expenditures that exceed the currently-approved project budget.

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Services to be provided by Manatron under any duly authorized change orders that increase or decrease the project cost will be negotiated as a not-to-exceed fixed price addition (or fixed-price reduction) to the project cost, based upon the hourly time and materials rates shown in the SOW and the cost of any additional software. If material changes in the description of or timing of the Services to be provided by Manatron are agreed upon in a change order, such details must be included in writing in the change order. All change orders should include a written schedule for the delivery of each change. All duly-authorized and agreed-upon change orders shall have the effect of amending this Contract without further action.

The price for each change, if any, will be negotiated by the City and Manatron, provided, however, that Manatron cost estimates will generally be calculated by multiplying the implementation estimate hours provided by Manatron by an hourly rate not to exceed those set forth in the SOW, and fees for additional software will be priced per license or other appropriate method. City expenses related to the change orders must be itemized in the change order for budgetary purposes. For change orders with a cost, adjustment of scope and resulting cost shifting are an acceptable resolution to additional costs, where appropriate.

Upon acceptance by the City in a change order of the fixed price and schedule, Manatron will deliver the change under the terms of this Agreement (as modified by the Change Order) for the fixed price stated in the Change Order.

Manatron will not provide any services, software, hardware, materials or related items that cause the City to incur additional costs beyond those stated in this Agreement without the proper advance written consent of the City and authorization from the City Council, when needed according to City policies. The City Project Manager, City Assessor or Director of Information Technology will have authority to authorize and execute change orders that do not require additional costs or that do not exceed the City's approved project budget. Except as stated herein or as may be specifically stated elsewhere in this Contract, City personnel have no authority to order or direct any changes to this Contract. Failure of Manatron to secure proper prior written authorization from the City for any additional services, software, hardware, materials or related items beyond those specifically stated in this Agreement will constitute a waiver by Manatron of any claim for additional compensation related to such items; and such items will be deemed to be included in the costs stated in this Agreement.

Change Orders that Require Additional Compensation: Any proposed change order for additional compensation by Manatron must be submitted in writing to the City immediately upon the arising of the circumstances that form a basis for such claim, but in no event later than ten (10) calendar days following the occurrence of such circumstances and related facts. The written claim shall provide a description in reasonable detail of the nature of such facts and circumstances of the claim, identifying relevant documentary and other evidence alleged to be supportive of the claim, and indicating the person(s) involved in such circumstances. To minimize the possibility of disputes arising in connection with claims of Manatron for additional compensation, in the event of circumstances that may lead to a request for additional compensation (including based upon a changed or unexpected condition), Manatron shall provide immediate written notice to the City so that the parties can work cooperatively to assess the surrounding facts and circumstances, as well as attempt jointly to identify and agree upon any Manatron cost impact before the corresponding work is done by Manatron. Notwithstanding the foregoing, Manatron acknowledges that this Agreement provides for a fixed project cost and Manatron shall not be entitled to additional compensation for the

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completion of Services or the Software beyond that stated in this Agreement and that any agreement by the City to provide such additional compensation shall be in the City's sole and absolute discretion.

2.8. Risk Management

Risk management and control consists of keeping risks within agreed to bounds. It includes the identification, reporting and assessment of the status of each project risk at the appropriate management levels. The set of identified project risks is monitored via project cost, schedule and requirements management systems. New risks may be identified when any or all of the project control areas have significant deviation from the project plan. Risk reviews identify the status and the effectiveness of avoidance and contingency actions for each risk. This process will continually be reassessed, during the reporting/status updates for the project. Details on procedures in place for managing risk during the implementation process can be found in the PMP.

2.9. Project Reporting

Manatron shall develop a regular client status report for the City every two weeks in conjunction with the regularly scheduled status review meetings. The status reports will include a list of completed tasks, a schedule of tasks to be completed over the next two weeks, and verification of milestone completion dates. Issues, problems, concerns, and action items will be identified in the Issue register.

2.10. Additional Services

Additional Project Management services (not to exceed the total contract price) will be defined in the PMP based on mutual agreement of the Manatron and the City Project Managers.

2.11. Place of Performance

Manatron will perform all project work at Manatron locations and/or City offices unless otherwise noted in the SOW. Most Manatron project work will be performed at its offices; however work on appropriate tasks (such as Gap Analysis and Training) will be performed partially at the City offices.

3. Major Project Deliverables and Payment Schedule

City of Madison and Manatron have agreed upon "major" project deliverables and a payment schedule for the project as outlined in the payment table set forth below. For each payment in the table, Manatron will issue an invoice payable within 30 days of receipt, provided the City has accepted the deliverable pursuant to the acceptance criteria set forth herein.

Throughout the project Manatron may provide other deliverables that are designed to provide additional information and structure related to the project.

In addition, as the project moves forward a PCR may be created to break out the deliverables into components by module.

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The major project deliverables and payment schedule for CAMA License Fees and Professional Services are outlined as follows:

Deliverable	CAMA License Fees	CAMA Professional Services	Acceptance Period after DAS Submission	Review Period
Contract Execution		\$46,434.15	N/A	
Base System Install	\$114,807		10 business days	
GAP Analysis		\$46,434.15	10 business days	
Project Management Plan (PMP)				10 business days
Functional Design				10 business days
Data Conversion Kickoff				N/A
Data Mapping Review				10 business days
Data Conversion				N/A
Software Engineering				N/A
User Acceptance Testing				N/A
Training Strategy				10 business days
Training Sessions				N/A
Delivery of Final Data Conversion		\$46,434.15	10 business days	
Software Go Live		\$123,864.40	10 business days	
Final Acceptance		\$46,434.15	30 business days	
Total	\$114,807	\$309,561		

3.1. Application Software

An "open" system design is being implemented which allows industry standard data

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access components to be used to access the database. This means a user can use a third party product such as Crystal Report Writer or SQL Server Reporting Services to create custom reports or perform "what if" queries.

The following Manatron Applications will be delivered

- Manatron CAMA - Proval
- Manatron GRM Records
- GRM Assessment Administration

The Manatron Applications may be installed in multiple environments (e.g., Test, Development, Staging, and QA) at no additional charge to the City.

3.2. Base System Installation

The base system installation serves two main purposes. Its primary purpose is to provide a system for Manatron personnel to use during the gap analysis. Its secondary purpose is to enable City of Madison personnel access to Manatron's software, which gives them familiarity to the new system's functionality.

The base system is not intended to meet the City's requirements (although it likely will in some circumstances), and will not be subject to any user acceptance testing. The base system will be comprised of the application software purchased by the City (listed in section 3.1), as well as the Manatron software that will be installed onsite as part of the production system, against which gap analyses will be performed.

The base system also includes sample databases to enable use of the software modules. Manatron will provide sample databases, typically from other customers that have granted permission for their use in such a manner, and usually with some data scrambling for privacy purposes.

Manatron may make new software releases and updates available throughout the project to introduce new functionality. The City of Madison will ultimately replace the base system software with the software intended for user acceptance testing, which will include any new releases and updates that were deployed by Manatron during the implementation. However, only the delivery/installation of the initial base system software will be subject to formal City acceptance for purposes of this milestone.

3.2.1. Base System Roles and Responsibilities

Manatron Roles and Responsibilities

- Deliver the appropriate base system GRM/CAMA software as scheduled per the project plan;
- Deliver installation documentation and release notes;
- Provide support for the first installation of Manatron software; and
- Provide Remote Training for City of Madison technical personnel for the installation of Manatron GRM/CAMA software.

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Client Roles and Responsibilities – Base System Install

- Provide City of Madison technical staff personnel for the mentoring and Remote training;
- Install all future releases of software; and
- Provide remote access (VPN) to the Madison servers.

3.2.2. Acceptance Criteria - Base System Install

- Base system software components for the project, as defined in section 3.1, have been delivered;
- All base system components are operable in the development environment;
- Initial system configuration and setup is complete;
- Instruction have been provided for the successful installation of the delivered software product version;
- Software release notes have been provided; and
- Vendor personnel have remotely assisted City personnel with the installation.

3.2.3. Assumptions - Base System Install

- Future GRM/CAMA software and database installations, after the initial install, will be installed by City of Madison staff;
- Contracted Manatron technical support required may be provided remotely via VPN;
- Any installations of other instances (test, conversion, production, etc) will be the responsibility of the City of Madison; and
- The system hardware and software environment is in place and certified as ready for use.

3.2.4. Deliverable

The following table defines the acceptance criteria for the Base System Install deliverable:

Deliverable	Description	Expected Duration
Base System Installation	Installation services provided by Manatron for the deployment of system software and application software in a development environment for use in GAP analysis.	15 Business Days
Acceptance Criteria	<ul style="list-style-type: none">• Base system software components for the project	

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	<p>listed in section 3.1 have been delivered;</p> <ul style="list-style-type: none"> • All base system components are operable in the development environment; • Initial system configuration and setup is complete; • Instructions have been provided for the successful installation of the delivered software product version; • Software release notes have been provided; and • Vendor personnel have remotely assisted City personnel with the installation. 	
Acceptance period after DAS submission	10 business days	
Milestone payment	Yes	

3.3. Gap Analysis

3.3.1. Overview

The objective of the Gap Analysis is to identify modifications that need to be made to the Manatron software to meet the City's requirements. City of Madison has contracted for the COTs version that is anticipated to be placed into production in the City of Wauwatosa, WI. The first task will be to review the City of Madison's requirements against the COTs functionality for the Wauwatosa system to resolve any uncertainties and to incorporate any additional requirements that Madison may need. Any additional requirements identified during this process not indicated on Amended Attachment C (Appendix 1) would be handled through Change Control.

To begin, Manatron will perform an overview of the Software to be placed into production in Madison by demonstrating the existing Manatron software functionality via facilitated work sessions with appropriate City staff. This is intended to aid the City in gaining a basic understanding of the COTs software capabilities. An analysis will then be conducted along with a review of critical data elements housed in the legacy system to identify any additional requirements needed by the City. This process will specify whether a given feature can be met through manual processing or a change in business practices, will be performed by other City systems, or will be automated through the use of Manatron products. With this agreed set of automation requirements in hand, Manatron will either, identify the feature of the GRM product suite that may fulfill each need (FIT), or for requirements that are not met by the existing Manatron software, identify the feature as a new requirement (GAP). The list of new requirements will serve as input to the Functional Design process. At key points in the fit-gap process, the City

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management and senior staff will be asked to review work products to verify they meet the City's objectives. The detailed tasks to be performed are enumerated below.

3.3.2. GAP Analysis Roles and Responsibilities

Manatron Roles and Responsibilities

- Review any requirements defined in the Madison RFP;
- Provide a *Gap Document* including; all identified requirements to be reviewed in the Gap process;
- Facilitate the Gap Analysis process;
- Identify and document where the requirements are fully met by the GRM/CAMA application software;
- Identify and document any gaps between Manatron software and the City contracted requirements;
- Review the results of the preliminary analysis for all reports and interfaces;
- Review all open gap issues with the City and through discussion agree on the solution for all gap issues, expected resolutions include:
 - To be automated by configuring or modifying Manatron software ;
 - To be performed manually with modified City business processes; and
 - To be performed by external (non Manatron) systems.
 - All agreed-to solutions will be documented by Manatron.
 - All agreed-to solutions for gap items that were not newly-discovered during the Gap Analysis shall be performed by Manatron at no additional cost to the City.
 - If the Gap Analysis reveals additional work required to provide a functionality for which Manatron's answer on Amended Attachment C – Technical Requirements Document was "Yes" or "No but can be provided through customization at no additional cost" then the agreed-to solution shall be performed by Manatron at no additional cost, except as noted in Footnote 2 of Amended Attachment C.
 - If the Gap Analysis reveals additional work would be required on a requirement that Manatron identified as one that would require additional fees on Amended Attachment C Manatron shall provide a detailed estimate of all costs to complete the solution for that item.
 - If the Gap Analysis results in newly-discovered requirements that were not specifically included on Amended Attachment C Manatron shall provide a detailed estimate of the cost of the solution for that requirement.
- Provide a detailed list of all newly-discovered requirements or changes to requirements that will be managed through the Change Control Process as outlined in Section 2.7, "Change Control Process

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and Change Orders.” ;

- Provide the City with a completed Gap report (Excel spread sheet) which documents all aspects of the Gap in a format acceptable to the City;
- Highlight any items listed in (a) through (e) below that are identified as a gap; and
- Present the GAP Analysis Document (Gap Report) for review and approval.

City Roles and Responsibilities

- Review the requirements in the City RFP;
- Participate in the Gap review;
- Review and approve all open gap issues and resolution consistent with the requirements of this contract;
- Review and approve the Gap Analysis/ Gap Report document;
- Compare and Reconcile the Gap Report to Amended Attachment C (Appendix A); and
- Review and approve a final resolution of the Gap Analysis after the Gap Report has been reconciled with Amended Attachment C (Appendix A) if needed.

Customer Checkpoint After Gap Analysis:

The City may exercise its option to terminate this contract for convenience if the result of the Gap Analysis as detailed in the Gap Report establishes that the solution for any functional requirement identified in Amended Attachment C, Technical Requirements Document:

(a) can be provided by Manatron but will result in additional service fees, and the total increase in service fees as a result of the Gap Analysis will exceed fifteen percent (15%) of the total cost for services for the project shown in the payment schedule on Page XX of this SOW (excluding travel expenses as permitted under section XX). This total includes increased service fees for newly-discovered items or items identified in Amended Attachment C; or

(b) can be provided but will require the purchase of additional Manatron software in an amount that totals more than 10% of the original total license fees shown in the payment schedule on page XX; or

(c) will require the purchase of third party software to provide a solution for any of the “workflow” requirements (items A.2, A.41, K.11, K.12, K.13, K.14, K.15, L.46, L.50, and L.62 in Amended Attachment C) and the cost of the third party software would exceed 20% of the original total license fees shown in the payment schedule; or will require the purchase of third party software in any amount to provide a solution for any requirement other than the “workflow” items; or

(d) will require the utilization of a third-party service provider or subcontractor; or

(e) if it is determined to be impossible for Manatron to provide a solution for any requirement specifically identified in Amended Attachment C.

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If the Gap Report reveals any change described in items (a) through (e) above and the City has chosen to accept the change through the Change Control Process, rather than terminating the contract, Manatron will summarize these items in a separate section of the final Gap Report document.

3.3.3. Deliverables

The following table defines the deliverables to be prepared.

Deliverable	Description	Expected Duration
Gap Analysis	Documents gaps in the GRM/CAMA software and (a) requirements for Wisconsin appraisal, assessment, GRM Assessment Administration (AA), GRM Records and CAMA (b) City unique requirements. Identifies and recommends approaches to close gaps.	9 to 12 weeks
Deliverable Content	<ul style="list-style-type: none"> • Detailed Gap Report/Gap Analysis document. • Identify and describe functional requirements for assessment and property assessment management software in the City. • Document gaps existing in GRM/CAMA functionality. • Distinguish among methods to meet gaps with recommendations to: <ul style="list-style-type: none"> ○ Modify City business practices; ○ Use external (non-Manatron systems); ○ Configure GRM/CAMA to satisfy requirements; and ○ Modify and/or extend GRM/CAMA to satisfy requirements. • Identify reporting and output requirements. • Identify programmatic interface requirements. • For newly discovered items, identify as such and provide a cost estimate 	

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	<ul style="list-style-type: none"> • Highlight any of the items listed in (a) through (e) above • Include any other information required by this section 	
Acceptance period after DAS submission	10 business days	
Milestone payment	Yes	

3.4. Project Management Plan (PMP)

3.4.1. Description

The Project Management Plan (PMP) contains the detailed steps involved in the implementation of the system.

3.4.2. Project Management Plan Roles and Responsibilities

Manatron Roles and Responsibilities

- Develop the implementation plan in Microsoft Project; and
- Develop a detailed description of the key steps to be performed.

City Roles and Responsibilities

- Review Project Management Plan to insure that it meets Gap requirements; and
- Review and accept Project Management Plan.

3.4.3. Project Management Plan

Deliverable	Description	Expected Duration
Project Management Plan	Documents the steps to be performed for implementation.	15 to 20 Business Days
Project Management Plan Content	<ul style="list-style-type: none"> • Detailed description of the key steps to be performed. 	
Acceptance period after DAS submission	N/A	
Milestone payment	No	
Review period	10 business days	

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3.5. Functional Design (If required)

3.5.1. Description

The Functional Design development for the project builds on the results of the Gap Analysis. Its primary focus is the development of functional design materials documenting the resolution of gaps that call for modification and extension of GRM or CAMA functionality.

Based on the functional design, and in consultation with the City, Manatron will produce a plan and schedule for any software development identified during this phase, if any, including the need for any change orders. (if required).

3.5.2. Functional Design Roles and Responsibilities

Manatron Roles and Responsibilities

- Provide for each functional gap identified, a brief specification;
- Develop a detailed description of modifications required;
- Prepare Development Work Estimate for all software modifications and enhancements; and
- Develop a Change Order for enhancements if required.

City Roles and Responsibilities

- Review Functional Design specifications to insure they meet Gap requirements; and
- Review and accept submitted change order(s) as needed.

3.5.3. Functional Design

Deliverable	Description	Expected Duration
Functional Design	Documents a functional GRM and/or CAMA software design.	15 to 20 Business Days
Design Content	<ul style="list-style-type: none">• Software and database modifications to support the City and Wisconsin requirements.• Identification of user-interface changes and extensions to meet City and broader Wisconsin requirements.• Document City reporting and output needs.	

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Acceptance period after DAS submission	N/A	
Milestone payment	No	
Review period	10 business days	

3.6. Information Collection Approach

Manatron will perform much of the information gathering with on-site meetings at the facilities in the City. Deliverables will be prepared off-site. Manatron will endeavor to make the most efficient use of the time of the City staff. Meetings will be held in several formats ranging from small group interviews, to facilitated work sessions with larger groups,

3.7. Facilities

For on-site meetings the City will need to provide a meeting room that can accommodate up to twelve people. The room will require network access to the Internet, and screen projection facilities. Ideally, such a room should be dedicated to the project, for its duration. To minimize travel expenses, Manatron will also make use of on-line meetings using Microsoft Live Meeting, or a similar product. City staff will need to be able to access the internet meeting software from their desktop computers.

During the project, the City will also install a test version of the software on its own servers. The City will need to establish network VPN connections giving access to Manatron-hosted applications from its internal network, and also to allow Manatron staff to access selected areas of the City network from the Manatron network.

Additional hardware and network facilities will be required during later development and implementation of the project.

3.8. Implementation

3.8.1. Description

This phase of the project encompasses the tasks associated with extending and modifying the GRM/CAMA software suite to meet the City's requirements; the configuration of the software for production use; testing and acceptance of the software; conversion of existing City data; user training; production use of the software; and ongoing support.

In evaluating the scope of work encompassed by the project, several points are worth keeping in mind.

- Although primary responsibility for the project as a whole lies with Manatron, much of the effort involves consultative efforts by both Manatron and the City. Apart from the City's role in evaluating and accepting deliverables, significant efforts are assumed in areas such as data conversion, software testing, and user training. The division of responsibility is discussed in more detail in the context of the individual tasks.
- This phase consists of the following major activities.
 - Data Conversion;

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- Software Engineering;
- User Acceptance Testing;
- Training;
- System Deployment; and
- Go-Live and transition to support.

Each of these activities is described in the following sections.

3.8.2. Data Conversion

The data conversion effort is a shared responsibility of Manatron and the City of Madison. Manatron will describe the approach and requirements for converting the existing data from the City of Madison legacy systems to the Manatron GRM/CAMA databases.

The data to be converted will be provided by the Client to Manatron in the Manatron Standard Import format in a mutually agreed upon media and schedule. This data will be loaded into an SQL database based on application requirements. Manatron standard import processes will then be used to convert the data from the import format into GRM/CAMA production tables. The Client will be provided appropriate delivery and signoff documentation on the successful completion of the data conversion effort.

On receiving the data, Manatron will review the data and provide the Client with feedback on the data. The feedback will describe data discrepancies which impact the quality of the converted data. The data will be reviewed to ensure that the data is valid for further processing. Pre-conversion verification and balancing will occur and the client will correct and repeat the extract activity if the threshold of error is not acceptable.

All conversion activities will be performed at a Manatron facility. Data clean up is a significant part of the Client conversion activities. The conversion activities may uncover discrepancies that the Client may choose not to address as part of the project implementation process due to time constraints.

Manatron will review the target database with the City to ensure a common understanding of the new storage structures for the data. Manatron will provide data mapping templates, as part of the conversion plan, to the Client, to outline where the legacy data can be imported into the new target database. Various utilities, conversion software and scripts may be utilized to perform this data restructuring but will be streamlined as these activities progress and will be provided to the City.

3.8.2.1 Conversion Kickoff

This conversion kickoff establishes the guidelines, process, and conceptual conversion for the project.

The Conversion kickoff will form the basis for the conversion of the legacy data received into the targeted database structures to be used in the new production system.

Manatron Roles and Responsibilities

- Provide an overview description of the approach to conversion;
- Participate in defining the data conversion process, conversion team, facilities and platforms in which the conversion will take place and the conversion schedule;

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- Provide Mapping requirements of existing files to Manatron import tables;
- Define intermediate import layouts to be used by providing Mapping templates;
- Document data conversion approach for current data;
- Define roles and responsibilities for executing the plan;
- Discuss the conversion process including the sequence of file processing; and
- Discuss conversion balancing and verification report requirements;

City Roles and Responsibilities

- Participate in meetings to provide information regarding source file mapping;
- Provide clarifications for issues raised by Manatron;
- Define process of legacy system Data Source Analysis;
- Provide documentation on legacy databases where needed; and
- Provide resources for Conversion Planning process as defined in the Project Schedule;

Deliverables

Deliverable	Description	Expected Duration
Data Conversion kickoff	Defines an overall approach and procedures to ensure that the data has been completely and correctly converted.	10 Business Days
Deliverable Content	<ul style="list-style-type: none"> • Identifies multiple iterations of data conversion • Establishes shared and distinct responsibility for extract and import activities • Identifies data transformations required • Discuss conversion data (if any) not subject to automated extract and import. • Establishes responsibility for data 	

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	cleansing. <ul style="list-style-type: none"> • Defines the assumptions and expectations for data conversion activities; • Includes requirements for mapping the existing data to Manatron import tables; 	
Acceptance period after DAS submission	N/A	
Milestone payment	No	
Review period	N/A	

3.8.2.2 Data Mapping

The Data Mapping will build on the Data Conversion process to complete a detailed study of the data conversion requirements. One of the key aspects of data conversion is the identification of data sources and mapping. Mapping templates will be provided for the GRM/CAMA applications. These templates will be provided in a Microsoft Excel spreadsheet format and contain columns available to document legacy data sources at the file/table and field/column level.

Only data that is required for GRM/CAMA COTS functionality and within the scope of the current contract will be converted. All data not within the current scope will either not be converted, or will be converted per the Change Control process.

Manatron Roles and Responsibilities

- Participate in defining the data mapping criteria and process;
- Prepare the Mapping Document templates;
- Present the Mapping Document templates for review and approval;
- Map the data at a high-level from source systems/files to GRM/CAMA modules/tables;
- Determine the use of standard import programs and required custom conversion programming;
- Definition of Reconciliation Report development requirements;
- Discuss the pros and cons of subset versus full set processing and decide on a plan;
- Provide GRM/CAMA Standard Import Program file layouts; and
- Provide GRM/CAMA database information;

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City Roles and Responsibilities

- Participate in defining the data mapping criteria and process;
- Provide City subject matter experts to participate in mapping the City source data to target data structures;
- Review Mapping Document templates;
- Confirm the source files containing data to be converted;
- Identify data purification issues, including problem, magnitude, and correction alternatives;
- Identify the data elements to be converted, or not converted, from each source file;
- Discuss the pros and cons of subset versus full set processing and decide on a plan;
- List of data sources to be included in the conversion including file size and record counts;
- Analyze the potential and need for subset file extraction;
- Capture screen print examples of the different types of records;
- Obtain or create file layout descriptions or database dictionaries for any systems which are not documented;
- Input legacy field names into the Mapping Templates to map the data elements from the source system to the import files and custom extract files;
- Provide an approach for controls and reconciliation to ensure the completeness of the mapping;
- Definition of Extract Reconciliation Report development requirements;
- Outline the programs required to extract the data;
- Define the data elements required for summary level reconciliation and balancing reports; and
- Review and approve the Mapping documents.

Deliverables

Deliverable	Description	Expected Duration
Data Mapping Review	Identify the links between existing legacy data and modified GRM/CAMA database.	30 to 45 days
Deliverable Content	<ul style="list-style-type: none"> • Fully documented map of data sources, extract requirements, transformations, and destination of converted data. 	

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Acceptance period after DAS submission	N/A	
Milestone payment	No	
Review period	10 business days	

3.8.2.3 Data Extract/Conversion Development and Test

The actual development and testing of data conversion programs and files is performed during this segment. This begins after the Gap analysis and the conversion mapping and consists of two parallel efforts. Manatron will develop and test the programs to load the data from the intermediate files into the GRM/CAMA database, and the City will develop and test the programs to extract the data from the current file structures into intermediate files.

During data extract, the City will execute the extract programs and load the data into the intermediate file format. These intermediate files can be flat ASCII file formats with no packed data as specified by Manatron or preferably database tables in the project specific database format. This task will be done to create a sub-set of the data for testing as well as to extract the entire set of data for production.

Manatron will provide the data conversion so that the City can conduct acceptance testing in accordance with the mutually agreed upon test plan. At conversion time, the City will be responsible for extracting data from the legacy database, for the purification of the data in the intermediate format, and for providing support during the process for extracting the purified data from the intermediate files. Manatron will be responsible for loading the test data into the GRM/CAMA database.

Once Data Mapping is complete, an iterative process of Data Conversion tasks will begin.

- Data will be extracted on an agreed upon schedule from existing systems in a format provided by Manatron. Multiple extracts will be designed to identify issues and errors in the extraction process.
- Manatron will develop and test the programs to load the legacy data from the City intermediate files into the GRM/CAMA database modified appropriately to support functional requirements identified.
- For each iteration of the Data Conversion process the City will develop an agreeable data conversion test plan including appropriate audit trails and summary reports.
- Manatron and the City will consult to identify the scope of data to be converted and an acceptable level of accuracy in the transformation of converted data. Data not required to meet the City's production requirements may be added to the extracts and converted for use in the GRM/CAMA application suite at standard time and materials rates.
- For data deemed not suitable for extraction and automated loading in the GRM/CAMA database through scripts, the City and Manatron will consult on the most efficient means to enter the data in the GRM/CAMA database. It is

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assumed that such entry may require the assignment of City resources on a limited basis.

- Prior to User Acceptance and User Training, the Data Conversion process will provide a suitable database for application and conversion testing.
- Prior to production use of the GRM/CAMA application, a final data conversion iteration will extract data from existing systems and load the GRM/CAMA database with a complete dataset capable of meeting City production use requirements.

Manatron Roles and Responsibilities

- Develop the import and conversion programs as defined during Data Mapping;
- Develop the required related Reconciliation Reports;
- Process extract files with the import and conversion programs and create a GRM/CAMA database;
- Balance and reconcile the database at a high level and verify a sampling of detail data;
- Document any data issues encountered; and
- Provide GRM/CAMA converted database to the client.

City Roles and Responsibilities

- Develop custom extract files as designed during Mapping;
- Verify that all extract production files are correct and balanced;
- Balance and reconcile the final database and verify a sampling of detail data;
- Develop custom extract files if required;
- Document extract file issues;
- Document balancing report; and
- Decision to pass extracts to vendor or correct extracts and repeat file extraction.

Deliverables

Deliverable	Description	Expected Duration
Data Conversion	Multiple iterations of data conversion into GRM/CAMA database provides the data required for production use of the system.	9 to 12 months
Deliverable Content	Multiple iterations of converted data from the City legacy systems have been conducted and errors and omissions	

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	resolved.	
Acceptance period after DAS submission	10 Days (Final conversion)	
Milestone payment	Yes – (Final conversion)	

(Note: the City of Madison and Manatron may elect to have Manatron undertake a separate “data cleansing” task with appropriate deliverables. If so, the effort and scope of work will be determined in the context of the data mapping review and described at that time.)

3.8.2.4 Configuration Master Database

Due to the highly configurable nature of the GRM/CAMA database, customer specific configuration is required for the valid function of the software and for using the application to test converted data. No holistic utility exists to extract logical configuration information from one GRM/CAMA database and port it to another database ensuring background key information maintains integrity. Throughout the project and until a period of 10 days prior to the System Live conversion (time to be adjusted upon mutual agreement of Manatron and Madison project management), system configuration of the GRM application suite will occur in a database instance that will be the setup and configuration master database. All versions of software releases will be applied to this instance and all configuration activities (once tested if needed) will occur in this database. Every conversion which will produce a test deliverable database will then start with a copy of this database. GRM system data tables will then have all previous data removed and new data will be converted into the copied database.

The Manatron conversion team is not responsible for moving configuration data across disparate instances. A master configuration database will be maintained at a mutually agreed upon location and will be delivered as the input to every conversion iteration. During the time of conversion processing and subsequent integration application testing which can be significant, configuration activities will have to cease or their actions will have to be recorded (screen prints or scripts) and repeated after the conversion is delivered.

3.8.3. Software Engineering

Software Engineering is the development required to meet the Functional Design (if any).

The software engineering focus is expected to include:

- Modifications in the existing GRM/CAMA database;
- Incorporation of the City and Wisconsin business rules that cannot be supported via existing GRM/CAMA configuration options;
- Development of new and modification of existing user-interfaces to meet

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Functional Design requirements;

- Development of required reports and other formatted output; and
- Development of City-specific interfaces (if necessary) for third-party applications that transfer data to GRM.

An integral part of the Software Engineering effort is the design and development of multi-level testing (unit and module levels) prior to delivery of the software for User Acceptance Testing.

(Note: Although it may be possible and desirable to deliver individual software modules at different points during the project that decision will be made in the course of more detailed planning once the Functional Design is completed.)

Completion of Software Engineering is dependent upon a separate effort, User Acceptance Testing, discussed below.

A precise estimate of the effort and time required to meet Software Engineering objectives depends upon the project, past experience and a current understanding of Wisconsin requirements. Manatron will provide periodic status reports and interim releases of the software to validate progress in this critical aspect of the project.

Manatron Roles and Responsibilities

- Development and delivery of software modules.

City Roles and Responsibilities

- Testing and acceptance of software modules.

Deliverables

Deliverable	Description	Expected Duration
Software Engineering	Delivery of prototype application software with required modifications and interfaces.	N/A
Deliverable Content	<ul style="list-style-type: none"> • Prototype GRM/CAMA software reflecting functional design deliverable. • Configuration and setup guide. • Informal training of key City of Madison staff in the operation of the software. 	
Acceptance period after DAS submission	N/A	
Milestone payment	No	
Review period	N/A	

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3.8.4. User Acceptance Testing

The validation of the Software is User Acceptance Testing, an effort for which the City will assume primary responsibility.

The critical validation of the software will be based on a range of tolerance values for resulting data outcomes as defined by Test Scripts. If results are not within the acceptable range, errors in GRM/CAMA processing will be corrected and the particular software modules retested.

Manatron Roles and Responsibilities

- Fault status tracking and correction; and
- Development of Testing Strategy (with the City).

City Roles and Responsibilities

- Development of Testing Strategy (with Manatron).
- Development of Testing Scripts;
- Development of the User Acceptance Test Plan;
- Execution of Test Scripts; and
- Management, documentation, reporting of test results;

Deliverables

Deliverable	Description	Expected Duration
User Acceptance Testing	Acceptance of application software with all required modifications and all interfaces.	30 Days
Deliverable Content	<ul style="list-style-type: none"> • Informal training required by testers. • Informal training documentation serves as input to training strategy for users. • Multiple iterations of User Acceptance Testing and defect resolution have been conducted until the software meets the conditions for readiness deployment as defined in the Test Strategy document • Includes a plan for the delivery of fixes for all outstanding defects, post acceptance. 	
Acceptance period after	N/A	

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DAS submission		
Milestone payment	No	
Review period	N/A	

3.8.5. Training

User training tasks encompass the efforts required to develop an overall Training Strategy and to deliver training to users. The issue of whether the best strategy involves full-scale classroom training to all users, a train-the-trainer approach, or a combination of the two will be determined in the course of consultation between Manatron and the City.

The effort to develop and document a training strategy for the GRM/CAMA implementation is a Manatron responsibility in consultation with appropriate City staff. It is expected to be based in part on the informal training associated with User Acceptance Testing above and to focus on the specific needs of a variety of users, technical, and operational staff.

Once designed and accepted, the Training Strategy documentation will be used to define the content and format of training and to serve as the basis for evaluating the training effort.

The Manatron training plan and curriculum will thoroughly train the City personnel to use the Manatron COTS products, and will prepare the user to identify and manage changes that may be encountered with adopting modifications or introducing any future system.

The objective of formal training, conducted by Manatron, is to prepare the City staff in the use of Manatron COTS modules and any software configurations or customizations required to execute the City business processes, tasks associated with the implementation, and continued life cycle support.

The length and timing of training will be determined in detail in the Training Strategy effort. The efforts involved and the assumptions of the training portion for the project include the following:

- All users are knowledgeable in the operation of workstations in a Microsoft Windows environment;
- All users will be trained on Wisconsin data to approximate a live setting. Manatron has discovered from previous data conversions that training on converted data or a subset of data has significant benefits. The converted data used will be Madison converted data;
- To the extent possible, the training approach will employ a "Train-the-Trainer" strategy;
- The specific groups of users to be trained include:
 - Trainers assigned to training other users in specific modules and processes;
 - Key Users identified by City management and to include the City "Support Team" responsible for Tier 1 support in the production environment;
 - Supervisors/Managers who need to understand and facilitate the use of the system on an ongoing basis. Specialized training will be provided in the

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operation of scheduled and periodic processing supported by the GRM/CAMA application suite; and

- Technical Users serving as database, system, and application administrators will be trained in loading the GRM/CAMA software product releases and patches.
- Up to six hours of training are included in a "full day" of training;
- Training classes are expected to include up to twelve participants, each with access to a PC provided by the City;
- Provision and configuration of classrooms is the responsibility of the City;
- The City domain experts will participate in teaching for any training that involves business processes;
- Provision of other equipment including an overhead projector (compatible with the instructor's PC), projector screen, white board, and flip charts is the responsibility of the City; and
- Training materials will be developed by Manatron and provided to the City. Copies for participants are the responsibility of the City.
- Manatron will provide the City with up to 7 days of training on the software data model to allow for City development of interfaces and reports.

Manatron Roles and Responsibilities

- Develop a Training Strategy/ Plan for all aspects of Manatron provided training;
- Provide a standard curriculum for end users that is based on up to 12 users per class with one user per PC;
- Present the final Training Strategy/ Plan document for review and approval;
- Provide converted data for training to approximate a live setting;
- Provide onsite personnel for formal training;
- Provide remote training for both Informal training and On the Job Training;
- Provide training at the customer site in a classroom that is equipped with one PC for each user, an overhead projector that is compatible with the instructor's PC, a projector screen, white board and flip charts;
- Develop all training curricula, electronic manuals, supportive materials/plans, and systems training materials. All documents will be updated and produced using Microsoft Word;
- Conduct Train-the-Trainer training;
- End Users will be trained by the City Trainers in a formal classroom setting and will not be provided formal classroom instruction led by Manatron;
- Manatron will deliver electronic copies of the training materials developed for each Deployment module. The City may reproduce this

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training material for use in End User training that will be conducted by the City Trainers;

- Informal training may be delivered as onsite, CD, or online
- Application Administration Training is conducted in an OJT format and not always in a classroom setting. Frequently this will occur as the Manatron's Implementation Staff is working concurrently with the City staff on application setups and tables to support the data requirements and user interface; and
- Technical training is supplied through meetings, conference calls, and OJT.

City Roles and Responsibilities

- Develop sections of the Training Strategy/ Plan for the client provided training;
- Establish the production hardware and software environments for training;
- Provide an appropriate training server with database instance for the delivery of training;
- Documents the training computing environment and facilities requirements for each type of training;
- Provide the necessary business and technical resource to assist with the development of the Training Strategy/Plan;
- Provide a classroom that is equipped with one PC for each user, an overhead projector that is compatible with the instructor's PC, a projector screen, white board and flip charts; and
- Develop End User training classes;
- Develop a schedule for conducting End User training;
- Identify the City trainers that will conduct each session;
- Attend the Train-the-Trainer sessions; and
- Ensuring that those attending training are proficient with Windows and the use of a mouse.

Deliverables

Deliverable	Description	Expected Duration
Training Strategy	Describes the overall strategy for all training to be conducted and all requirements for performing that training.	15 Business Days
Deliverable Content	<ul style="list-style-type: none"> • Draws on and formalizes the training required by testers. • Defines all formal trainer and end-user training 	

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	<p>required for the project and describes how it will be delivered.</p> <ul style="list-style-type: none"> • Defines application administration training required and describes how it will be delivered. • Defines Technical Administration training required and how it will be delivered. • Identifies type of training materials to be provided for each type of training. • Documents the training computing environment and facilities requirements for each type of training based on a Needs Analysis. • Includes roles and responsibilities for executing the training strategy. 	
Acceptance period after DAS submission	N/A	
Milestone payment	No	
Review period	10 Days	
Deliverable	Description	
Training Sessions	Training services provided by Manatron to the City of Madison.	
Deliverable Content	<ul style="list-style-type: none"> • All Manatron provided training sessions identified in the Training Strategy Document. • Copies of Curriculum and Training Materials cover all of the functionality being delivered. 	
Acceptance period after DAS submission	N/A	
Milestone payment	No	

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Review period	N/A	

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3.8.6. System Deployment

The System Deployment effort during the last month before the "Go Live" milestone provides the opportunity to plan the details of the production turnover and to coordinate the activities of all stakeholders, users, technical and operational staff in the use of the new system. In effect, it allows for final installation and testing of operational systems and the opportunity for dress rehearsals.

Manatron will be available to assist, but the overall responsibility for System Deployment rests with the City.

Manatron Roles and Responsibilities

- Responsible for coordinating and assisting as required.

City Roles and Responsibilities

- Overall responsibility for System Deployment rests with the City.
- The City will load the final production data conversion into its production environment.
- The City will load the production version of the software that has exited acceptance testing into the production environment.
- The City will implement any new policies, procedures, business process and/or metrics associated with the usage of the Software.
- The City will institute any required organizational changes.
- The City will shut down the legacy system and initiate the final cutover.

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3.8.7. “Go Live” Production and Support

The use of the new software in a production environment is a critical milestone in the project. The effort consists of the use of the new system by the City with onsite assistance provided by Manatron for the first week of production, beginning with the go-live date. The City has the option of requesting an additional onsite support week, if needed, at no additional cost. After the first four weeks of production usage (first four weeks after go-live date) are completed, Manatron will transition the City to Ongoing Support. The first year (12 months) of support are included in the cost of the implementation.

Deliverables

Deliverable	Description	Expected Duration
Go-Live Environment	The point where the City of Madison is running their business in the production environment.	10 to 15 Business Days
Deliverable Content	<ul style="list-style-type: none"> • The City has begun to run their business in a production environment. • Manatron provides on-site support for the first week of production. 	
Ongoing Support Plan	Documentation of procedures to be used for on-going support.	Ongoing
Deliverable Content	<ul style="list-style-type: none"> • Mutually Acceptable Documents for future support and maintenance contract • 	
Acceptance period after DAS submission	10 business days (Software Go Live)	
Milestone payments	Yes	
Review period	10 Days	

3.8.8 Final Acceptance

After the System has been placed into Production Go-Live, there may be delivery items still left to be provided by Manatron. Final Acceptance is the milestone under which the City agrees that the full set of implementation deliverables has been provided by Manatron.

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Deliverable	Description	Expected Duration
Final Acceptance Deliverable	Final Acceptance at the end of the project.	40 to 60 business days
Acceptance Criteria	<ul style="list-style-type: none"> • All payment milestone deliverables, and any mutually agreed upon non-payment milestone deliverables, have been received and accepted by the Customer. • Any functional requirements based on the final GAP analysis that were not present in the Go-Live version of the software have been provided. • The deliverables for all change orders have been completed. • The latest software release has been operational for at least 4 weeks 	
Acceptance period after DAS submission	30 Days	

4. Responsibilities

4.1. The City of Madison Responsibilities

4.1.1. Office Facilities

The City of Madison shall provide timely access during their regular business hours (M-F 7:00am-6:00pm) to office facilities for Manatron personnel while they are at the City site. The City's normal business hours are between 8:00am and 4:30pm Central Time. If afterhours access is necessary it can be pre-arranged with the City. These facilities shall include work areas, desk and chairs, telephones, internet access, copier machines, and facsimile machines.

Resource	Description
Training Facility	Facilities adequate to prepare for and conduct training classes large enough to support the project milestones
Project Office	Facilities, as mutually agreed upon, for the Manatron project team to work
Current System	Access by project personnel to City of Madison systems to demonstrate and allow project team exposure to current processing environment

City of Madison SOW

Resource	Description
New System	Access (including remote access) by project personnel to City of Madison systems platforms intended to support the new applications to facilitate systems installation and updates, sending and receiving conversion and other data, for demonstration and training purposes, etc.
Project Library	Space, binders, and electronic storage of all project materials
Interview Facility	Meeting space in the facility where the functional work is currently being done
Meeting Facility	Meeting facility for project team members and committee meetings
Testing facilities	Facilities adequate to prepare for and conduct system testing
Data Conversion Environment	Includes facility space, and computer access to systems as identified for conversion
Support Facilities	Access to copiers, FAX machines, printers and digital projectors at all facilities
Staging Areas	Staging areas for the purpose of hardware and software configuration, and operational state testing before installing upgraded or new equipment at the end-user site.
Production System	<p>Meet the IT infrastructural needs of the GRM/CAMA production and test/development/training systems. Manatron has provided a recommended specification for the production system. Manatron will provide advice and guidance to City of Madison as necessary to assist in the implementation of the infrastructure.</p> <p>Depending on the nature of the assistance required by City of Madison, Manatron's Technical Services may billable at the then published rates. Before any non-contract Technical Services charges are incurred by City of Madison, Manatron will supply a formal quote for said services. These services would then be approved via change control and at City expense.</p>
Production Environment	<p>Operation and administration of equipment.</p> <p>Administration of application and system software.</p> <p>Backup of agreed upon data and software.</p>

4.1.2. Facilities Access

The City shall provide timely access to all required areas of their premises for Manatron to perform their duties within the requirements of this SOW. Access to restricted areas of the City premises (including the server room, wiring closets, and so forth) must include an authorized escort from the City.

City of Madison SOW

4.1.3. Data

The City shall provide access to business, operational, and technical data for their environment, as necessary to meet the objectives of the project. The City shall provide the necessary extracted data required to complete the data conversion. Data and data access will be provided under a mutually agreed security policy.

4.1.4. Personnel

The City shall make available project sponsors, business specialists, and relevant technical specialists who can address the City -specific issues related to Manatron efforts to perform services specified in this SOW. Also, the City will identify a Single Point of Contact from the City to act as their Project Manager to the Manatron project team. This person will be a responsible and available resource for the duration of the project.

4.1.5. Procurement

The City shall procure and fully license all hardware and software products required for the project.

4.1.6. Staging Areas

The City shall provide staging areas for the purpose of hardware and software configuration, and operational state testing before installing upgraded or new equipment at the end-user site.

4.1.7. Backup Equipment

The City shall provide all the necessary hardware and software to perform software backup activities.

4.1.8. Network Infrastructure

The City will provide the network environment to support the necessary hardware as depicted in the project /Manatron Rack Mount Server Network diagram. Manatron would recommend that the City consider developing a redundant network as well.

4.1.9. Funding

The City is responsible for ensuring that funding for the project is approved, or will be approved by project startup.

4.2. Pricing and Fees

4.2.1. Time and Material Fees

This contract is fixed price, however Manatron and the City may find that certain out-of-scope activities are best performed on a time and materials basis. If these activities are required, Manatron will perform the services identified after the service has been documented on a PCR form and approved by the Manatron Project Manager based on issuance of a City Change Order. Hourly rates will be documented on the PCR.

Fees associated with those deliverables will be priced based on the following schedule:

City of Madison SOW

FY 2009 Professional Service Rates		
Role/Position	Hourly	Daily Rate
Vice President	\$385	\$2,300
Chief Architect	\$385	\$2,300
Senior Project Manager	\$228	\$1,370
Project Manager	\$200	\$1,200
Senior Business Analyst	\$228	\$1,370
Business Analyst	\$200	\$1,200
Senior Support Analyst	\$200	\$1,200
Support Analyst	\$183	\$1,100
Programmer/Engineer	\$183	\$1,100
Senior Trainer	\$200	\$1,200
Trainer	\$183	\$1,100
Blended Rate	\$200	\$1,200
DBA	\$200	\$1,200

4.2.2. Work Hours

Normal Manatron project workday hours are 8:00 a.m. to 5:00 p.m. (In the time zone of the work site), excluding Manatron holidays. Individual Manatron personnel will work no more than forty 40 hours per week. A 4-hour travel time allocation, each way, for remote employees traveling to the City will be considered as hours worked. At critical periods during implementation, e.g., in preparation for go-live, it may be necessary for project staff to work beyond the normal work hours in order to meet the project goals and deliverables. These instances will be approved as needed, and as mutually agreed upon by both parties.

4.2.3. Travel and Expenses

The City of Madison project manager will approve all Manatron travel billable to the City prior to occurrence.

Manatron will bill for all travel expenses to City of Madison monthly, as incurred. A cap of \$25,000 has been agreed to in regards to reimbursable travel expenses. Manatron will bill the City authorized travel expenses as incurred. In the event that the overall expense budget is approaching the \$25,000 cap, any additional travel costs must be pre-approved by the City of Madison.

Travel expenses associated with change controls will be billed at the time of implementation for those change controls approved. Travel expense associated with change controls approved by the City for analysis, but not approved for implementation will be billed upon rejection of change control for implementation. All travel and associated expenses must receive the City project manager's pre-approval.

All travel and lodging expenses incurred by Manatron resources in the performance of this Statement of Work (SOW) will be reimbursed by the City of Madison. Travel and lodging expenses include but are not limited to all airfare, transportation, lodging, parking, and meals.

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The City of Madison will reimburse Manatron for actual airfare, and lodging, transportation, meals, and other miscellaneous expenses at current rates set forth in the most current federal General Services Administration (GSA) Schedules (see www.gsa.gov/federaltravelregulation) which have been adopted by the City.

Manatron should work through City personnel to secure a government discount rate for lodging.

City of Madison SOW

4.3. Acceptance

4.3.1. Acceptance approach

For each of the key milestones/deliverables identified the SOW there will be a formal acceptance process in place. The simplicity of this activity should not diminish its importance. By virtue of completing an acceptance process, the City project manager is providing Manatron with assurance that City is satisfied that the deliverable in question is complete.

4.3.2. Acceptance procedure

The procedure for formal acceptance of a deliverable will have the following steps, in conformance with the contract section on Approval/Acceptance of Deliverables:

- A key deliverable/milestone in the project schedule will be completed and presented to the City.
- For the major project deliverables (as defined in Section 3 of the SOW) Manatron will schedule a "Deliverable Overview" conference call with the City Project Manager to outline the content of the deliverable and provide any points of clarification. This conference call will be scheduled to coincide with the completion of the deliverable.
- A Deliverable Acceptance Statement (DAS) will be presented by the Manatron project manager to the City Project Manager
- The City Project Manager will review the DAS; confer with the appropriate team members and sign and return the DAS indicating acceptance, or in the case of non-acceptance documenting the reasons for the non-acceptance.
- The Manatron project manager will catalog the response on the Deliverable Register and if the deliverable is not accepted document the effect on the project in the next Project Status Report (PSR).
- The City will make its best effort to approve, or reject project deliverables, or otherwise request an extension for deliverables defined in Section 3.1 of the SOW. The timeframe for approval of the submitted DAS is defined for each deliverable in the Project Plan. In the event the City does not respond according to the defined acceptance period for a deliverable, Manatron will assume the deliverable is approved.

4.4. Dispute Resolution

Any disputes between City of Madison and Manatron shall be addressed via the following steps:

- The City of Madison and Manatron project managers shall attempt to resolve the dispute;
- Failing that, the Project Management Committee, as defined in the definition section of this SOW, shall attempt to resolve the dispute;
- Failing that, resolution shall be pursued under the terms and conditions of the Contract.

City of Madison SOW

Any dispute and resulting agreed resolution will be documented in writing. The resolution may be documented via the change control process if the resolution requires a change order.

Under no circumstances shall any resolution contradict the terms and conditions of the Contract without following the Change Control process or a formal amendment of this Contract, if needed.

City of Madison SOW

Appendices

**Appendix A = Amended Attachment C, Technical Requirements Document
(attached)**

AMENDED Attachment C - Technical Requirements Document

SOFTWARE FUNCTIONAL REQUIREMENTS

	Functional Requirements	Yes	No, But Willing To Customize At No Cost	No, But Willing To Customize At An Additional Cost	Notes
A. GENERAL REQUIREMENTS					
A.1	The system allows for custom home page definition for viewing and managing assigned activities per individual user preference. Various components of the system can be viewed/accessed through the home page (providing proper security is assigned).			X	No – While GRM CustomCAMA includes this functionality, the system does not have work assigned to specific users. Enabling home page customization requires some base effort to design the mechanism. Other modules require more detail on pieces to make available for home page.

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	Functional Requirements	Yes	No, But Willing To Customize At No Cost	No, But Willing To Customize At An Additional Cost	Notes
A.2	System allows manager to view all of their direct reports, work schedules and assigned activities. Ability to define who has authority to complete a certain workflow step. Supports user-defined tracking of the amounts of time spent on any activity within a pre-defined workflow. Illustrates workflow activities within a flow diagram format. Solution contains management tools in the workflow, specifically the ability to view which staff are assigned which items, what the status of each item is, etc. ²			X	No – While GRM CustomCAMA includes this functionality, the rest of GRM does not. This could be supported through integration with Global 360 or a build-out of the CustomCAMA functionality, plus additional development to fully meet the requirements.
A.3	The system has standard tracking mechanisms for capturing record adds, deletes, updates, etc., by user, date and time (with reporting on these items).	X			
A.4	The system can integrate with Active Directory Authentication so that end-users do not need separate login.	X			
A.5	Ability to do queries and ad hoc reporting based on user-defined fields that have been defined.	X			
A.6	Ability to create/relate notes to any data changes made.	X			

	Functional Requirements	Yes	No, But Willing To Customize At No Cost	No, But Willing To Customize At An Additional Cost	Notes
A.7	Ability to interface to systems via web services or API calls.	X			This may require additional customization for functionality not covered by existing web services and APIs.
A.8	Ability to export and import data via the application (not directly to/from the database).	X			This may require additional customization for specific interfaces not covered by the application's existing imports and exports.
A.9	Ability to retain and index by ESRI GEO code, City Parcel ID number, situs address and owner's name.	X			
A.10	Ability to tie parcel ID # to recorded document even when parcel # changes.	X			
A.11	Ability to reconcile assessment to taxation (if CAMA not fully integrated).	X			

	Functional Requirements	Yes	No, But Willing To Customize At No Cost	No, But Willing To Customize At An Additional Cost	Notes
A.12	Ability to convert all existing data.		X		This is covered by the conversion phase of the project.
A.13	Ability to convert all building sketch data.		X		This is covered by the conversion phase of the project.
A.14	Ability to have several security levels (e.g. Administration, maintenance, corrections, and associate levels).	X			
A.15	Ability to restrict access at field level. (e.g. SSN, income data, secure name),	X			
A.16	Ability to control exposure to non-finalized value data (related to year-end) based on date.	X			
A.17	Ability to have the system report on all communications and comments on a property record card or other related document.	X			Std Notes Report, excludes email, phone calls, events. If that is required, would need to purchase and integrate CRM.
A.18	The system allows the citizen to identify their preferred medium of communication throughout the process (e-mail, fax, hard copy via mail).	X			

	Functional Requirements	Yes	No, But Willing To Customize At No Cost	No, But Willing To Customize At An Additional Cost	Notes
A.19	Ability to be year dependent for changing rules capturing all history of previous years.	X			
A.20	Ability to identify duplicate permits and cross reference with the same information.			X	This will be done via a new report. Ultimately, we need more information, which would be gathered during the Discovery Phase of a Gap Process.
A.21	Direct access of permit information from CAMA system. Access of mobile device.			X	Excludes mobile access to permit info.
A.22	Ability to maintain legal description.	X			
A.23	Ability to create, change & obsolete parcels for the real estate database, ability to link old parcel with new parcel, preserving parcel history for tracking.	X			
A.24	Supports new parcel creation with appropriate information including: address, zoning, sales, class of a property, assessment area, owner of record, legal description, lot data, remarks, building data, school district, Tax Incremental Finance District, assessments, recorded document number and type from Register of Deeds, and building permit data.	X			
A.25	Ability to track division status through entire process.	X			

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	Functional Requirements	Yes	No, But Willing To Customize At No Cost	No, But Willing To Customize At An Additional Cost	Notes
A.26	Ability to continue tax parcel divisions for previous year until tax calculations for current year – recorded by End-Of-Year.	X			
A.27	Ability to back out divisions in case of incomplete recording or data entry errors.	X			
A.28	Ability to automatically notify Assessor and GIS of changes to legal descriptions.	X			
A.29	Ability to track comprehensive parcel history.	X			
A.30	Ability to create new tax parcel without a parent parcel.	X			
A.31	Ability to recognize multiple tax areas per divisions such as school districts.	X			
A.32	Ability to duplicate common data across multiple parcels (e.g. owner name, billing address, plat name, assessed values, remarks, legal description, lot data).	X			
A.33	Ability to have parcels automatically flagged "pending" (for old and new) after parcel description is created and new parcel ID is assigned.	X			
A.34	Ability to bring information forward from old parcels to new parcels with override capabilities.	X			
A.35	Ability to add values, including TIF and classification to new parcel number and taxes if necessary.	X			

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	Functional Requirements	Yes	No, But Willing To Customize At No Cost	No, But Willing To Customize At An Additional Cost	Notes
A.36	Ability to import appraisal data and values from other applications.			X	Ultimately, we need more information, which would be gathered during the Discovery Phase of a Gap Process.
A.37	Ability to have new parcel number values by classification balance back to old parcel number and balance to tax entities and/or interface with our new ELAM Accela system.	X			Need more information around integration with ELAM Accela system. Estimate in Excel spreadsheet excludes ELAM integration.
A.38	Ability to have an inspection reminder for the assessor.	X			
A.39	Ability to prevent old parcel numbers from being reused, link old parcel with new parcel number preserving parcel history for tracking.	X			

	Functional Requirements	Yes	No, But Willing To Customize At No Cost	No, But Willing To Customize At An Additional Cost	Notes
A.40	Ability to maintain division history such as: parcel numbers, legal descriptions, ownership/transfer, etc.	X ¹			Ultimately, we need more information, which would be gathered during the Discovery Phase of a Gap Process.
A.41	Support automated workflow for property owner transfers, by interfacing to/from the recorded documents from Dane County Register of Deeds: Grantor, Grantee, Legal Description, Document Number, Parcel Number, Document Type, Date of Record, Transfer fee. Ability to automatically update Real Property Listing system with correct (verified Register of Deeds information (vs. re-keying)). Ability to verify, flag and report on discrepancies in data elements moved between Register of Deeds, and Real Property Listing system. Ability to import information from Transfer Return Form (e.g., Billing address, document number, etc.). ²			X	System includes support for this style of workflow but may require additional customizations to support the County's specific workflow or to improve interface with other applications. Ultimately, we need more information, which would be gathered during the Discovery Phase of a Gap Process.

	Functional Requirements	Yes	No, But Willing To Customize At No Cost	No, But Willing To Customize At An Additional Cost	Notes
A.42	<p>City of Madison Parcel number consists of 12 digits:</p> <ul style="list-style-type: none"> • 1st two = township (07) • next two = range (09) • next two = section (01) • next one = quarter section (only number 1,2,3 or 4) • next two are the next running block number in quarter section • next two are the next running lot number within the block • the last number is assigned by the computer – an algorithm • Sample: 0709-011-0101-7 <p>If you add the town code, that would add a prefix in front of the parcel number, City of Madison is 251.</p>	X			

	Functional Requirements	Yes	No, But Willing To Customize At No Cost	No, But Willing To Customize At An Additional Cost	Notes
A.43	<p>Class of Property – Real Estate and Personal Property</p> <ul style="list-style-type: none"> • Per State of Wisconsin Statutes the real estate property class is listed as: <ul style="list-style-type: none"> ○ Residential (Class 1) ○ Commercial (Class 2) ○ Manufacturing (Class 3) ○ Agricultural (Class 4) ○ Undeveloped (Class 5) ○ Agricultural Forest (Class 5m) ○ Forest Lands (Class 6) <ul style="list-style-type: none"> ▪ Ability to have more than one class per parcel ○ Other (Class 7) <p>Personal Property is divided into:</p> <ul style="list-style-type: none"> ○ Boats and other Watercraft (Class 1) ○ Machinery, Tools and Patterns (Class 2) ○ Furniture, Fixtures and Equipment (Class 3) ○ All other Personal Property not Exempt (Class 4a) ○ Improvements on Leased Land (Class 4b) ○ Mobile Home ○ Exempt Computer Equipment (Class 4c) <p>Mandated reports are due to the State of WI Department of Revenue using these classifications.</p>	X			

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	Functional Requirements	Yes	No, But Willing To Customize At No Cost	No, But Willing To Customize At An Additional Cost	Notes
A.44	<ul style="list-style-type: none"> o Codes used to change an assessment (and report totals to State DOR) <ol style="list-style-type: none"> 1. Annexation 2. New Construction/Higher and Better Land Use 3 & 4. Property Formerly Assessed as PP or Formerly Exempt, now Assessed 5. Revaluation – Increase 6. Class Shift 7. Loss due to De-annexation 8. Buildings Removed 9. Property Formerly Assessed, now Exempt 10. Revaluation – Decrease 	X			
A.45	The ability to have more than 1 change code per parcel (example: building removed, new construction and revalue)	X			
A.46	Ability to track and summarize the change codes for special reports and the Final Report for the State DOR.	X ¹			State-mandated reports will be provided.
A.47	Ability to change prior years for assessment changes.	X			
A.48	Ability to calculate limited market value. Class 5&5m; land use restrictions and partially exempt.	X			
A.49	Ability to retain separate new construction amount by geographic area.	X			
A.50	Ability to round assessed values to \$100.	X			

	Functional Requirements	Yes	No, But Willing To Customize At No Cost	No, But Willing To Customize At An Additional Cost	Notes
B. SCHEDULING SYSTEM					
B.1	Ability to schedule appointments for the appraisers and field technicians for interior inspections -	X			
B.2	Link the parcel data with appointment schedule.	X			
B.3	Ability to have support staff and appraiser schedule appointments.	X			
B.4	Ability for the appraiser to receive notification, view, change appointments when in the field.	X			Assuming the appraiser has wireless connectivity to the office.
B.5	Edits in place to ensure reliability (ex: appointments won't disappear and other users can't schedule over a previous scheduled appointment).	X			
B.6	Confirmation that appraiser/technician received appointment notification (appointment becomes shaded after confirmation).	X			
B.7	Mailing Label Feature & Tracking – ability to select any variable of fields in the CAMA system to customize mailing labels or reports.	X			Would require creation of custom mailing label or report by the customer.
B.8	Tracking system available to summarize what was mailed and what was inspected, by inspection code, assessment area and/or property appraiser.	X			

	Functional Requirements	Yes	No, But Willing To Customize At No Cost	No, But Willing To Customize At An Additional Cost	Notes
B.9	Validation in place to flag a 2 nd inspection request with the assessment year.	X			
B.10	WISCONSIN OBJECTION Process: Tracking system for objections to assessments for real estate and personal property. Include method for taxpayers to object (guided by State Statutes). Ability to track objections, run reports, reconcile totals, assign hearing numbers, schedule meetings and hearings; and merge many types of letters. Ability to download Board schedules and meetings for timely notification into the Legistar program. Ability to notify change of ownership for mailing address from main database.	X			Some custom reports may need to be created by the customer.

	Functional Requirements	Yes	No, But Willing To Customize At No Cost	No, But Willing To Customize At An Additional Cost	Notes
C. REPORTS					
C.1	<p>Reports Submitted to the Wisconsin Dept. of Revenue:</p> <ul style="list-style-type: none"> • Statement of Assessment Final Report • Summary Computer Exemption Report • Summary by TIF District – Summary Computer Exemption Report 70.11(39) Wis. Stats. • BASE Packet due to State DOR upon Creating a TIF District: <ul style="list-style-type: none"> ○ Statement of Assessment ○ TID Manufacturing Real Property List ○ Tax Incremental District Assessor's Final Report – Base Year Valuation ○ Special District Supplement ○ TID Parcel List – Municipal Owned Property ○ TID Parcel List – Locally Assessable Property ○ Tax Incremental Finance Base Year Personal Property List Effective Creation Date • Tax Exemption Report • Tax Exemption Report Summary • Report to certain exempt parcels • Summary to DOR (every even numbered year) • Assessor's Final Report – Wis. DOR • Statement of Assessment <p>Assessor's Final Report Work Sheet Supplement (TID Values Only)</p>	X			Manatron will provide all state-mandated reports as part of the contract based on the terms of the contract.
C.2	Ability to perform mailing and address verification for real estate and personal property to include items lettered A-F below:	X			
C.2.a	Property Address – Ability to record multiple addresses per parcel, including assignment of primary address.	X			

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C.2.b	Ability to handle range of house numbers.	X			
C.2.c	Ability to handle ½ house numbers.	X			
C.2.d	Common name (business as name) – Ability to record multiple per parcel.	X			
C.2.e	Electronic file cabinet – ability to track by parcel ID number.	X			
C.2.f	Ability to have application/eligibility tracking.	X			
C.3	Ability to have more than 25 characters per address line.	X			
C.4	Ability to verify mailing address correctness per USPS standards (Nation-wide).	X			Utilizing Group One Software.
C.5	The ease and ability to change a mailing address on multiple parcels and/or accounts with the same ownership.	X			This is the basis of the Manatron Records software.
C.6	Ability to tag RE & PP objections when mailing address change occurs.	X			User-defined flags can be set by the user.
C.7	Ability to tag a Personal Property account when mailing address is changed to an already existing account with the same mailing address.	X			User-defined flags can be set by the user.
C.8	Ability to accommodate military and foreign mailing addresses.	X			

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	Functional Requirements	Yes	No, But Willing To Customize At No Cost	No, But Willing To Customize At An Additional Cost	Notes
C.9	Ability to query by 1 st or 2 nd ownership line or mailing address line. Ability to handle multiple owners – is there a maximum number of owners per parcel?	X			Plus query by many other options. There is no limit to the number of owners per parcel.
C.10	Ability to coordinate mailing addresses with Dane County for 2 nd installment of taxes.	X			There will be a single database for both the County and City.
	SPECIAL DISTRICTS – Tax Incremental Finance Districts – currently 14 School Districts – currently 8 Waunona Sanitary District – currently 1				
C.11	Download data into State of WI mandated reports.	X ¹			
C.12	Ability to create, maintain and obsolete by parcel and account number.	X			
C.13	Ability to create reports by TIF number, school district number and Waunona Sanitary District.	X			
C.14	MAILINGS: Ability to conduct in-house printing of assessment notices.	X			
C.15	Ability to conduct in-house printing of property record cards.	X			

	Functional Requirements	Yes	No, But Willing To Customize At No Cost	No, But Willing To Customize At An Additional Cost	Notes
C.16	Ability to conduct in-house printing of customer surveys/QA letters.	X			Customer to create surveys/QA letters using Microsoft SQL Server Reporting Services or Crystal Report Writer.
C.17	Ability to conduct in-house printing of batch revaluation postcards/letters.	X			Customer to create postcards and/or letters using SQL Reporting Services or Crystal Report Writer.
C.18	Ability to add user-defined information regarding local board and open-book meetings.	X			
C.19	Ability to produce vendor print file for assessment notices.	X			
C.20	Ability to set an indicator to by-pass printing of assessment notices.	X			
C.21	Ability to do on-demand and batch printing.	X			
C.22	Ability to request reports by user-defined criteria.	X			

	Functional Requirements	Yes	No, But Willing To Customize At No Cost	No, But Willing To Customize At An Additional Cost	Notes
C.23	Ability to request labels by user-defined criteria.	X			Labels will be created by user using third party software like SQL Reporting Services or Crystal Report Writer.
C.24	Ability to tag RE & PP objections when mailing address change occurs.	X			

Functional Requirements		Yes	No, But Willing To Customize At No Cost	No, But Willing To Customize At An Additional Cost	Notes
D. TIF – TAX INCREMENT FINANCE DISTRICT					
D.1	Ability to track base year assessment (year TID was created), current and previous.	X			
D.2	Track how assessments changed by code for State of WI Final Report.	X			
D.3	Ability to setup district with all required data per Wisconsin statute.	X			
D.4	Ability to identify parcels and parcel status (active v. inactive. v. exempt).	X			
D.5	Ability to keep both original and current parcel count.	X			If report is required, customer would have to create it.
D.6	Ability to track effective Jan. 1 st of assessment year (value changes).	X			
D.7	Ability to have assessor ad hoc report capabilities.	X			Specific reports may need to be created by the user using SQL Reporting Services or Crystal Report Writer.

	Functional Requirements	Yes	No, But Willing To Customize At No Cost	No, But Willing To Customize At An Additional Cost	Notes
E. DATA DOWNLOADS					
E.1	Ability to export data with user defined criteria and format. Need flexibility for standard and ad hoc requests.	X			
E.2	Need adequate documentation for file and field layouts, encryption, and redaction.	X			
E.3	Ability to push data to State, County, etc., electronically.	X			
E.4	Ability to archive data.	X			
E.5	Ability to protect sensitive data, (e.g. SSN). Personal Property statement, transfer form, income information.	X			
E.6	Ability to produce DoR required reports – see State of WI link).	X ¹			We provide custom reports to meet state legislative requirement as part of the statement of work. Detailed requirement gathering will be required.

	Functional Requirements	Yes	No, But Willing To Customize At No Cost	No, But Willing To Customize At An Additional Cost	Notes
<p>F. MOBILE HOMES – There are 3 mobile home parks in the City of Madison.</p> <p>Oak Park = 457 total sites (currently 290 occupied, 163 vacant) Highland Manor = 363 total sites (currently 284 occupied, 73 vacant) Dutch Mill = 5 sites (3 occupied, 2 vacant)</p> <p>Mobile homes are treated as personal property because the land is owned by someone other than the mobile home owner.</p>					
F.1	Ability to create a property record card for mobile homes listing the physical characteristics of the mobile home.	X			
F.2	Ability to print property record card for use in the field.	X			
F.3	Ability to use the property record card in the field electronically.	X			
F.4	Ability to complete a cost approach based on Marshall Valuation or similar.	X			
F.5	Ability to capture data at the time of a sale.	X			
F.6	Ability to select comparable sales in the sales comparison approach grid.	X			
F.7	Ability to statistically analyze mobile home sales Simple mean Median Aggregate Ratio Coefficient of Concentration Coefficient of Dispersion	X			
F.8	Ability to calculate cost modifiers based on sales analysis.	X			

	Functional Requirements	Yes	No, But Willing To Customize At No Cost	No, But Willing To Customize At An Additional Cost	Notes
F.9	Ability to sort mobile home data including sale records by physical characteristics of each mobile home.	X			
F.10	Ability to mail merge data with Word documents or use Crystal Reports.	X			
F.11	Ability to calculate mobile home fees per ordinance and S. 66.0435 WI Stats.	X			
F.12	Ability to generate user-defined reports by mobile home park.	X			Some custom reports may need to be created by customer.
F.13	Ability to maintain make, model, serial number, sale information, etc.	X			
F.14	Ability to have an automated letter of taxes paid and then automated notification to assessor only when it's a transfer or move.	X			
F.15	Ability to use RE tax rates established for City of Madison tax calculation.	X			
F.16	Ability to maintain current history ownership information by pay year.	X			
F.17	Ability to have dealer inventory/vacant and no tax.	X			

Functional Requirements		Yes	No, But Willing To Customize At No Cost	No, But Willing To Customize At An Additional Cost	Notes
G. APPRAISAL					
G. 1	Ability to have table-driven codes defined for rates and factors, parcel appraisal codes, classification codes and allow relationships to be built between them.	X			
G. 2	Residential and Commercial: Ability to determine/calculate market value by: Sales/Market data Income data Cost data	X			
G. 3	Ability to see historic assessment data with complete change history for multiple years.	X			
G. 4	Ability to have multiple years with effective dates (new year records) with appraisal and value rolls to the next years.	X			
G. 5	Ability to set property attributes/use on multiple records per parcel, including user-defined fields. (ie. Adding some data to multiple parcels).	X			
G. 6	Ability to have remote/wireless mobile data collection functionality and use property record card.	X			
G. 7	Ability to keep private, public, and income (multiple) notes per parcel. (Income is confidential and secure in some cases, private is internal, public is public).	X			
G. 8	Ability to control what is printed on field cards.	X			Custom Field Cards can be developed by the user.

	Functional Requirements	Yes	No, But Willing To Customize At No Cost	No, But Willing To Customize At An Additional Cost	Notes
G. 9	Land Appraisal: Ability to specify land soil classification, to breakdown to tillable vs. non-tillable and to associate farm programs and class of property.	X			Some state-specific items may have to be added as part of the installation.
G. 10	Ability to analyze and adjust land valuation characteristics individually.	X			
G. 11	Ability to have user defined fields and selectable unit of measure: e.g. <ul style="list-style-type: none"> • Water attributes <ul style="list-style-type: none"> ○ Lake frontage primary ○ Lake frontage secondary ○ Lake View ○ Lake Access ○ River frontage primary ○ River frontage secondary ○ River View ○ River Access • Square feet • Front/depth footage • Acreage • Land to building ratio • Adjustments for contaminations • Aggregate • Non-buildable/non-coforming lot • Easement acreage • Lack of off-street parking 	X			
	BUILDING APPRAISAL:				

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G. 12	Ability to analyze building valuation characteristics individually and/or the ability to use separate approaches to value for each structure for parcels with multiple buildings.	X			
G. 13	Ability to apply depreciation to selected features and other buildings.	X			
G. 14	Ability to apply dimensions, effective age, and conditions to selected buildings on same parcel.	X			
G. 15	Ability to apply dimensions, effective age, and conditions to selected features or secondary buildings on same parcel.	X			
G. 16	VALUATION APPROACHES: Ability to distribute value between multiple parcels, handling multiple approaches. (One building on 2 parcels).	X			
G. 17	Ability to use the sales comparison approach, cost approach, and income approach for all improvement types including special purpose properties.	X			
G. 18	Ability to reconcile valuation methods between all approaches.	X			
G. 19	Ability to prepare an income approach following the WPAM (Wisconsin Property Assessment Manual). A. Ability to create and update an income and expense database B. Ability to select comparable rents from an income and expense database C. Ability to create and maintain an overall rate database.	X			
G. 20	Ability to prepare a cost approach using Marshall Valuation service or other professionally accepted cost service (automated).	X			

	Functional Requirements	Yes	No, But Willing To Customize At No Cost	No, But Willing To Customize At An Additional Cost	Notes
G. 21	Ability to re-assess residential and commercial properties/apartments and send notices, income requests, sales requests and cost requests. (Building permit/new construction).	X			Customer will create all notices, income requests, sales requests and cost requests using SQL Reporting Services or Crystal Report Writer.
G. 22	Ability to bypass re-assessment and do special selection for physical re-appraisals. This needs to be customizable on an annual basis.	X			Parcels can be selected through GIS or from a customer-created report.
G. 23	Ability to assign specific parcels to specific appraisers or work groups by property type or area before and after open book.	X			
G. 24	Ability to be year dependent for changing rules, capturing all history of previous years.	X			
G. 25	Ability to calculate and capture new construction land and building values.	X			
G. 26	Ability to apply the construction stage (partials) of completion, by percentage, on building segments or whole structure.	X			May take customization for building segments.

	Functional Requirements	Yes	No, But Willing To Customize At No Cost	No, But Willing To Customize At An Additional Cost	Notes
G. 27	Ability to have automated field verification of construction stages by building type.	X			
G. 28	Ability to flag parcels for appraiser follow-up by separate codes.	X			
G. 29	Ability to copy appraisal detail records to other parcel ID's....(e.g. land, income, notes, building, etc.).	X			
G. 30	Ability to track and document properties with special situations and data need (e.g. mold, meth labs, contamination, etc.).	X			
	INCOME REQUIREMENTS: Apartment and commercial database features.	X			
G. 31	Ability to store multiple years' income and expense data.	X			
G. 32	Ability to adjust cap rate, vacancies, and expenses by building type, size, age (should be table driven).	X			
G. 33	Ability to breakdown expenses by categories (e.g. reserves, tenant improvements, management fees, etc.).	X			
G. 34	Ability to enter market and actual income data.	X			
G. 35	Ability to assess properties by trend analysis based on stratified property characteristics or building type codes, and user-defined neighborhoods.	X			
G. 36	Ability to do a Discounted Cash Flow analysis.	X			

	Functional Requirements	Yes	No, But Willing To Customize At No Cost	No, But Willing To Customize At An Additional Cost	Notes
G. 37	STATISTICAL ANALYSIS: By all sales, assessment area (geographic location), property type, value range or a combination of the above. Ability to do sales ratio studies, including: Mean Median Aggregate ratio Coefficient of Concentration Coefficient of Dispersion Price Related Differential Standard Deviation by Classification Coefficient of Variation	X			
G. 38	Ability to create "What if" sales analysis for new appraisal factors and rates.	X			
G. 39	Ability to create sales files that maintain property characteristics at the time of sale.	X			
G. 40	Ability to use previous year value in sales study or hypothetical previous year value using previous year trends.	X			
G. 41	Transfer processing/screening. Ability to hold review codes in CAMA system (mirroring PAD system criteria established by DOR). Download is done annually to State DOR with final assessments (after BOR adjournment).	X			
G. 42	Exemption Notes – Real Estate Ability to code parcels for exemption type.	X			
G. 43	Ability to value exempt parcel for informational purposes.	X			
G. 44	Ability to analyze exempt parcels by type, estimated value, and building characteristics.	X			

	Functional Requirements	Yes	No, But Willing To Customize At No Cost	No, But Willing To Customize At An Additional Cost	Notes
G. 45	Ability to view exemption materials based on parcel number, PP account, etc. (May involve the EDMS system indexing).	X			Some customization may be required.
G. 46	Ability to have user-defined exempt codes.	X			
G. 47	<p>Ability to capture property data as of a sale date.</p> <p>Ability to prepare a sales comparison grid and select sales from a sales database.</p> <ul style="list-style-type: none"> • Ability to adjust comparables on this grid based on differences in property characteristics. Including but not limited to adjustments by dollar value or percent of sale price • Ability to time adjust sale prices on the above grid. • Ability to compare properties on the above grid based on various units of comparison. (per square foot, per unit, etc) • Ability to weight each sale based on comparability • Ability to calculate the following total <ul style="list-style-type: none"> o Simple Mean o Weighted mean 	X			
G. 48	RECALCULATIONS - Ability to do trial studies and recalculations with full or partial database within QA environment.	X			
G. 49	Ability to define neighborhoods geographically and/or by plat and property type.	X			
G. 50	Ability to calculate value/factors by neighborhood and property type.	X			
	DIGITAL PHOTOS:				

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G. 51	Ability to store multiple photographs per parcel and retrieve from Enterprise EDMS System. Index by building number for commercial parcels. Ability to attach a description to each image.	X			
G. 52	Ability to keep historical photographs and index by date.	X			
G. 53	Ability to rank photographs for default pictures.	X			

	Functional Requirements	Yes	No, But Willing To Customize At No Cost	No, But Willing To Customize At An Additional Cost	Notes
<p>H. PERSONAL PROPERTY – UNIQUE TO WISCONSIN Database to track and collect Business Personal Property Accounts. Home page with the account details.</p>					
<p>PP (personal property) statements are based on the State of WI DOR mandated form or approved substitute. Statements are mailed once a year to business owners. These statements are preprinted with the total asset acquisition costs by year as reported on previous statements.</p>					
H.1	Ability to process statements (currently done as batch process), send out assessment notices and doorage letters.	X			Customization to standard form templates can be performed by County IT in Microsoft SQL Reporting Services (MS SRS).
H.2	The ability of business owners or agents to file Personal Property statements electronically, using My.CityofMadison.com site. Statements are confidential, rights will need protection.	X			We provide an interface into and out of GRM for interfacing to online form and filing products. Interfaces can be built by Dane County staff at no cost, or Manatron can customize an interface at additional cost.

	Functional Requirements	Yes	No, But Willing To Customize At No Cost	No, But Willing To Customize At An Additional Cost	Notes
H.3	Database to include, control totals, proposed, current and previous assessments.	X			
H.4	Ability to run variety of reports, merge documents; track ownership, account number, assessments, objections, new, current and closed accounts.	X			Many standard reports are provided. Custom reports can be created by the County IT in MS SRS.
H.5	Ability to track and report exempt computer equipment, Tax Incremental Accounts and school districts.	X			
H.6	Ability to search accounts by name, situs address, and dba name.	X			
H.7	Ability to classify accounts by the following designations: Business Leasing/Vending Exempt Manufacturing	X			
H.8	Ability to review assessments and sort accounts by the above designations.	X			
H.9	Ability to print account-mailing address on the Statement of Personal Property and include preprinted previous year's entries by year of acquisition.		X		
H.10	Ability to increase the assessments for all accounts that did not file a Statement of Personal Property by a factor (doomage) dependent on the type of account.	X			

	Functional Requirements	Yes	No, But Willing To Customize At No Cost	No, But Willing To Customize At An Additional Cost	Notes
H.11	Ability to cross-reference accounts by situs address, parcel number, TIF district, school district and other districts.	X			
H.12	Ability to total assessed value by category and total within the above districts.	X			
H.13	Ability to review accounts by street list, parcel number, and alpha listing.	X			
H.14	Ability to store account notes and field review details.	X			
H.15	Ability to review assessments by category, total and percent variance from the previous year's assessment.		X		
H.16	Ability to enter the date of the filing of the Statement of Personal Property. Ability to run data list based on the above date.	X			
H.17	Ability to compare assessments by account use types such as, retail, fast food, etc., or using the NAICS code.	X			
H.18	Ability to code PP accounts as exempt.	X			
H.19	Ability to sort exempt PP accounts by exemption type, location, parcel number, alpha, etc.	X			
H.20	Ability to view exemption materials based on parcel number, PP account, etc. (May involve the EDMS system indexing).	X			

	Functional Requirements	Yes	No, But Willing To Customize At No Cost	No, But Willing To Customize At An Additional Cost	Notes
I. MOBILE VERSION					
I.1	The mobile version allows staff to schedule follow-up appointments.	X			If this is to be done "live", it would require a wireless connection in the field.
I.2	The mobile version can synchronize with the core system either through wireless connectivity or docking.	X			

	Functional Requirements	Yes	No, But Willing To Customize At No Cost	No, But Willing To Customize At An Additional Cost	Notes
J. GIS INTEGRATION					
J.1	The CAMA system can be integrated with the City's ESRI-based GIS systems.	X			
J.2	The system allows the user to perform a customer search in a GIS system using any or all of the following criteria but not limited to:				
J.2.a	- building number.	X			
J.2.b	- street direction.	X			
J.2.c	- street name.	X			
J.2.d	- street type.	X			
J.2.e	- street suffix.	X			
J.2.f	- last name.	X			
J.2.g	- first name.	X			
J.2.h	- phone number.	X			
J.2.i	- parcel number.	X			
J.2.j	- account number.	X			
J.2.k	- meter number.		X		
J.2.l	- location number.		X		

	Functional Requirements	Yes	No, But Willing To Customize At No Cost	No, But Willing To Customize At An Additional Cost	Notes
J.3	The installed system allows the user to open a CAMA record clicking on the parcel in the map in a GIS system and selecting which module to open.	X			
J.4	The system is able to allow the user to click on a parcel in the map in a GIS system and generate an inspection request tied to the selected property.		X		
J.5	The system is able to allow the user to select a set of properties in the map in a GIS system and generate inspection request tied to all of the selected properties.		X		
J.6	The system is able to allow the user to select a set of properties in the map in a GIS system and change CAMA attributes on all those properties.	X			
J.7	The system is able to work with either shapefiles or a geo database.	X			
J.8	When utilizing an enterprise geo database, the system is able to allow for real time editing of the map and automatic updating of the appropriate CAMA modules as a result of the editing.		X		
J.9	When the user is viewing a record in the CAMA system, they are able to click on a 'show in map' button or something similar and automatically zoom into the selected property in a GIS system.	X			
J.10	The system is able to display inspection requests in the map.		X		
J.11	The system is able to display objections filed in the map.		X		
J.12	The system is able to provide editing tools to automatically populate spatially related fields such as area, length.	X			

	Functional Requirements	Yes	No, But Willing To Customize At No Cost	No, But Willing To Customize At An Additional Cost	Notes
J.13	The user is able to color code work activities by work order action (or other work order data) based on an address or property type.		X		
J.14	Ability to interface with our current GIS application from a data sharing/accessing standpoint.	X			
J.15	Ability to aggregate data for analysis.	X			
J.16	Ability to create graphs and charts via the GIS and CAMA data.	X			
J.17	Ability to have user-defined analysis criteria.	X			
J.18	Ability to integrate with ESRI software product line (all CAMA modules).	X			
J.19	Ability to copy over soil class to GIS from Assessing. (e.g. tillable vs. non-tillable, RIM, CREP, and CRP).		X		
J.20	Ability to have real-time update to GIS.	X			
J.21	The system is capable of validating street addresses and parcel information by interfacing with an ESRI GIS system.	X			

	Functional Requirements	Yes	No, But Willing To Customize At No Cost	No, But Willing to Customize At An Additional Cost	Notes
K. GENERAL FEATURE					
K.1	Ability to sequence multiple comments within the same date in a user-defined order	X			
K.2	Includes Notes fields tied to various components for supporting comments	X			
K.3	Ability to sort data within "spreadsheet" view, based on any column (by clicking column header)			X	No – While many of our data views support this to meet the majority of end user cases, if more are required, they would need to be identified and quoted individually.
K.4	Ability to sort information/search results on multiple levels (primary sort, secondary sort, etc.) without the need to create a report			X	No – While this is available in our most often-used search, if it is required in other searches, they would need to be identified and quoted individually.
K.5	User-definable flags on accounts such as NSF, bankruptcy, tax lien, returned mail, etc.	X			
K.6	User-definable business rules that allow/prohibit other functions until something is completed (e.g., violations, outstanding fees, overdue tax bills, NSF, bankruptcy, tax liens, returned mail etc.)	X			

K.7	Ability to easily (e.g., with one click, within same login, etc.) move from one module/area to another. Integration between all Solution Modules: Zoning, Permits, Property Description, Taxation, Collections, Settlement	X			
K.8	Ability for external user to access data using a "guest" account or as a registered user.	X			
K.9	Ability for registered external users to save information, log off, and resume at a later time.	X			
K.10	Ability to look up a record by parcel, address, owner, alias, and point-driven location on a map.	X			
K.11	Ability to define who has authority to complete a certain workflow step ²	X ¹			No – Manatron is willing to work with a County-/City-selected workflow solution provider to support such functionality.
K.12	Supports user-defined tracking of the amount of time spent on any activity within a pre-defined workflow ²			X	No – Manatron is willing to work with a County-/City-selected workflow solution provider to support such functionality.
K.13	Illustrates workflow activities within a flow diagram format ²			X	No – Manatron is willing to work with a County-/City-selected workflow solution provider to

					support such functionality.
K.14	Solution contains management tools in the workflow, ability to assign tasks and view which staff are assigned which items, what the status of each item is, etc. Including also the ability to leverage calendar events for scheduling and date sensitive items. ²			X	No – Manatron is willing to work with a County-/City-selected workflow solution provider to support such functionality.
K.15	Supports serial and parallel approval steps within a workflow ²			X	No – Manatron is willing to work with a County-/City-selected workflow solution provider to support such functionality.
K.16	Supports address standardization	X			

L. INFORMATION TECHNOLOGY

L.1	Ability to query any external data element in the solution through GIS (through a live link from PIN)	X			
L.2	Ability to spatially initiate through a GIS interface the processes of splits, combines, permits, inspections, rezones, and CUPs (start with the GIS to begin a process) Interfaces from GIS		X		
L.3	Ability to spatially link and track permits or other features to elements in the GIS. Interfaces to GIS		X		
L.4	Solution is compatible with ArcGIS server	X			

L.5	Solution supports unlimited number of GIS layers	X			
L.6	Supports full integration with ESRI GIS, including both inquiry and update functionality	X			
L.7	Interfaces To / From State Dept of Revenue - accepts files from DOR in format provided by DOR	X ¹			Legislatively required interfaces are included in Statement of Work.
L.8	Interfaces To / From Bank - Property Taxes, Delinquents, etc.	X			Manatron has existing standard interfaces.
L.9	Interfaces To MUNIS Financial System	X			Manatron has existing standard interfaces.
L.10	Interfaces To / From Website - Applications for zoning and others				This item was stricken in Addendum 3.
L.11	Interfaces To and From Municipalities: Mill Rate Worksheet, Special Assessments, Address Changes, Delinquencies, Personal Property Accounts, Collections, etc. (e.g., municipalities view current information and enter own updates, which Dane County can review before accepting changes)			X	This may be supported with existing interfaces, but more information is needed, which would be gathered during the Discovery Phase of a Gap Process.
L.12	Interfaces To LaserFiche Document Management (scanned images, etc.)			X	This may be supported with existing interfaces, but more information is needed, which

					would be gathered during the Discovery Phase of a Gap Process.
L.13	Solution supports bi-directional data integration with the Register of Deeds system, including document images. (Fidlar Technologies): Grantor, Grantee, Legal Description, Document #, Parcel Number, Document Type, Date of Record, Transfer Return Fee			X	This may be supported with existing interfaces, but more information is needed, which would be gathered during the Discovery Phase of a Gap Process.
L.14	Ability to mail merge and use MS Word as the editor for correspondence		X		
L.15	Ability to save exported data into multiple file formats.		X		
L.16	Includes Import / Export Utilities - such as SQL Server Integration tool or XML		X		
L.17	Supports both Batch and Realtime Integration		X		
L.18	Supports specific integration tools, such as Web Services		X		
L.19	Supports Interactive Voice Response (IVR) capabilities, or integration with IVR solution		X		
L.20	Solution keeps data between separate modules in sync without need for manual triggers/intervention		X		
L.21	The creation of reports must not tie up the user interface for more than 1 minute. Report creation taking more than 1 minute should be done in the background with a notification presented to the user on completion. The notification to the user may be in the form of an email. If using email, reports of less than 5 meg should be sent back to the user, the location of the report shall be emailed back to the user for reports larger than 5 meg.		X		

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L.22	Any function taking more than 3 seconds must show the end user a status and relatively accurate time to completion. Functions taking longer than 1 minute should be done in the background with a notification presented to the user on completion. Long running processes, functions taking more than 1 hour, must be run on a server so as not to be reliant upon the user's workstation. If processes are running on the user's computer and the user decides to shut down the computer, the user must be notified. If there is a service interruption on the user's computer when a process was running, the process must allow for the process to be restarted without undue complications.		X	No – Manatron is willing to work with a County-/City-selected workflow solution provider to support such functionality.
L.23	Customizations or enhancements are incorporated into future product releases.	X		Clients can expect to receive a new major version approximately twice per year. Within that period, three to five service packs and hot patches will be provided as necessary to address critical issues.
L.24	Escrow Agreement to access Source Code if necessary	X		Upon request, Manatron can provide and execute a Source Code Escrow Agreement with Dane County, where the County would receive access to the source code under the circumstances

					outlined in and governed by the terms and conditions of the Source Code Escrow Agreement (see Appendix 5).
L.25	Ability to configure a user-defined "workspace" to organize and have access to frequently-used functions, workflows, reports, and other information	X			
L.26	Ability to configure data entry screens to look like paper form/application (to allow for efficient data-entry)	X			
L.27	Ability to create user-defined screens to track pertinent information to the County	X			Comes with iFramework SDK, programmed by the customer's IT staff.
L.28	Ability to customize data labels on screens	X			
L.29	Software Configuration as opposed to Customization; Tailor the solution with configurable options, rather than source code modification	X			
L.30	Ability to build a "case file" of data, pictures, and other documents that all relate to a specific function (e.g., rezone, hearing, transfer of ownership, etc.) - System should have the ability to attach images to permits or other record data			X	More information is needed, which would be gathered during the Discovery Phase of a Gap Process.
L.31	Ability to store and use data that is not native to your solution (e.g., collections system housing and using property listing data)			X	System can store and use most types of data with user-defined fields. However, more information is

					needed, which would be gathered during the Discovery Phase of a Gap Process.
L.32	Adequate Financial Controls with granular security	X			
L.33	Audit Trail Capabilities: Maintain audit trail of key data changes - when change was made, by whom, etc. for specified data elements	X			
L.34	Tax Calculation, Billing and the Property Listing department work off different year cycles. Generally speaking, the Treasurer's office works on the prior years and Property listing works on a future and current year cycle. The two overlap at the end and beginning of the calendar year while Property Listing is catching up to its current year processing. Year's denoted in the system have to account for these different but overlapping cycles. (eg Things such as owner's names for billing need to be kept even though the current ownership may be different. Correspondence has to be able to be sent to current owners even if the billing name has changed.)	X			
L.35	Solution includes spell-checker for free-form input fields	X			Included with web browser interface. Serve- side spell checking would require additional development.
L.36	Solution conforms to WI state legislation and DOR rules and regulations	X ¹			Solution includes customizations to meet legislative requirements in Statement of Work.

L.37	Implementation includes safeguards for an efficient, accurate and easily verifiable data conversion	X		There are four conversions included in Manatron's standard implementation, with ample time between each for County review and testing against the data provided. Please see Appendix 1 of our response for Manatron's data conversion strategy, and the steps we employ during the process.
L.38	Vendor provides proven Implementation Methodology and Tools	X		Please see Appendix 2 of our response for Manatron's implementation methodology.
L.39	Database Management System: MS SQL Server is required for an in-house solution; lower priority if hosted solution is used	X		GRM is designed for a Microsoft SQL Server implementation
L.40	Hosted vs. In-House Solution: In-House is preferred, with assumption that unlimited access to data is critical; would consider hosted solution, however	X		
L.41	Integrated Solution: Single sign-on across modules, single point of data entry, common reporting toolset, common user interface / look and feel	X		

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L.42	Operating Systems / Technical Platform: MS Windows, IIS, .NET Framework for in-house solution; lower priority if hosted solution is used	X			
L.43	Supports Multiple Environments: Test, Prod, Training, etc. with supporting maintenance utilities (tools to copy data, etc.)	X			
L.44	System Deployment Model: Web-based and/or thin client (Citrix) is required.	X			
L.45	Ability to run processes (functions & reports), by user-configurable groups of municipalities and output to one comprehensive or many individual reports	X			
L.46	Provides Workflow Capabilities (e.g. action items, approvals, to-do lists); with milestones/steps in processes including e-mail notifications and approval trackers. ²		X		No – Manatron is willing to work with a County-/City-selected workflow solution provider to support such functionality.
L.47	Solution supports configurable automated processing (no need for manual calculations, updates, processing etc.)	X			
L.48	Supports Batch Processing (up to all municipalities at once) via table-driven logic, batch parameters, etc. Also need to be able to run individually.	X			
L.49	Ability to automatically populate a standard template staff report for ZLR and automatically incorporate a GIS map into the report with standard relevant data layers			X	More information is needed, which would be gathered during the Discovery Phase of a Gap Process.
L.50	Ability to initiate staff reports that would allow input from all reviewing divisions and agencies ²			X	No – Manatron is willing to work with a County-/City-selected

				workflow solution provider to support such functionality.
L-51	Ability to quickly create/export to a text file and other user defined report screens (detailed summary of petition, for example)			MS SRS and Crystal Reports both contain export capabilities. Additional requirements may need to be detailed and priced separately. To determine this, more information is needed and would be gathered during the Discovery Phase of a Gap Process.
L-52	Includes adequate Management Reporting tools within an integrated framework	X		
L-53	Solution includes all state required forms as developed reports (Dane County does not want to be responsible for creating or maintaining them). Items include tax bills, tax rolls, assessment rolls, assessment notices, Mil rate worksheet, etc.	X		
L-54	Solution uses MS Reporting Services for end user reporting	X		
L-55	Ability to search on primary and secondary levels without creating a report			No – This includes searches for most data items, but specific detailed searches would

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					require additional customization.
L.56	Ability to assign privacy level on user-created notes (viewable by user only, department only, all, etc.)	X			
L.57	Robust Security - User-based, Role-based, with configurable options to promote security adherence: expiring passwords, supports effective passwords, etc.	X			
L.58	Security integrated with Active Directory for initial sign-on, augmented with application-level security	X			This is available in next release of GRM 8.06.09.
L.59	Solution supports record-level security	X			GRM security is an integral part of the application. The security function allows authorized users access to data based upon roles and function.
L.60	Vendor provides exceptional Technical Support.	X			Manatron has a dedicated support team which provides exceptional support to our clients. Please see a detailed description of our support offering in Section S.
L.61	Ability for the system to support the use of effective dating, meaning the database tracks when changes were made and can reproduce the database records as of a given date	X			

L.62	System should have the ability to track the duration for various processes (owner updates, splits, issuing permits, etc....) ²			X	No – Manatron is willing to work with a County-/City-selected workflow solution provider to support such functionality.
L.63	Supports address verification/standardization against a master table.			X	
M. PROPERTY LISTING					
M.1	Reporting to allow for assessment reporting changes by year (2007 v 2008, change amounts)			X	
M.2	Ability for the system to use template documents to alert necessary parties of errors in recorded documents		X		This will require an interface between the recording system and the Manatron system.
M.3	Supports name aliases - formerly known as (FKA), doing business as (DBA), etc.			X	
M.4	Supports separate mailing addresses for various correspondence types, including effective dates			X	
M.5	Location addresses entered into the zoning database need to be validated against the master address database. Entries need to be verified against standards used by Property Listing		X		This will require and interface between the permitting system and the Manatron system.
M.6	Supports address updates from a file supplied in a predefined format			X	Manatron uses Group One software for

M.7	Ability to apply a cut-off date for condo assessments	X		address verification.
M.8	Ability to calculate condo assessments in the current year by taking a percentage of the parcel and pro-rating for each condo unit	X		
M.9	Ability to enter information necessary for submittal of a digital statement of assessment in a state prescribed format, including: Final board of review date Omitted real estate values Omitted personal property values Palpable error	X		Users will create rolls based on dates and levels.
M.10	Ability to store additional assessment information as needed.	X		System has user-defined fields and unlimited note fields for storing information.
M.11	Includes the following reference reports: "New parcels" Assessment roll (incl. TIF, manufacturing) Address cross-reference Owner cross-reference Labels (for new or changed		X	Custom reports may require the customer to create those reports.
M.12	Supports annual "Rollover" of tax assessment information for municipalities - *tax assessment "rollover" consists of a way to begin a new assessment year not based on a calendar year. Much of a prior year's information is carried forward.	X		
M.13	Supports integration with municipal systems for assessment updates (e.g., municipalities view current information and enter own updates, which Dane County can review before accepting changes)	X		
M.14	Supports municipality assessment update reconciliation (checks and balances) through review workflow with multiple iterations		X	During the fit/gap, Manatron will need to better

				understand the workflow required and multiple iterations. This may move to a chargeable item based on complexity and number of hours required.
M.15	Ability to bring in property description information from outside source	X		Must be provided in a mutually-agreeable file format.
M.16	Ability to import multiple file formats. Please list accepted file formats	X		Must be provided in a mutually-agreeable file format.
M.17	Ability to initiate/group reports by municipality	X		
M.18	Ability to separate and display parcel ownership by municipality	X		
M.19	Ability to update single records or perform mass update of all records under a common owner	X		
M.20	Ability for municipalities to update Mill Rates on web application (with changes pending County approval)	X		
M.21	Ability to notify Treasurer of Mill Rate updates (i.e., process is complete) E-mail notification when worksheet is submitted	X		

M.22	Supports milestone-based workflow to notify locals of what to do when: <ul style="list-style-type: none"> - Submit assessment by assessor - Board of Review - File State of Assessment with DOR - Enter special assessments, changes and delinquencies - Enter manufacturing values - Create Mill Rate Worksheet - Create tax bills 	X			Using calendar function.
M.23	Ability to display relationships between parcels graphically (e.g., org chart)	X			
M.24	Ability to link "old" parcel with "new parcel" when parcels are split or combined. (Preserve parcel history for tracking)	X			
M.25	Ability to prompt municipalities for updates such as: newly created parcels (priority for locals), addresses for new parcels, 911, assessments, etc.	X			There will be one integrated database.
M.26	Supports automated workflow for setting up new properties (i.e., Wizard)	X			
M.27	Supports new parcel creation from multiple sources, including: Updates from owner records Certified Survey Maps Plats Condos Annexations Court actions (courts/owner)	X			

M.28	<p>Supports new parcel creation with appropriate information, such as:</p> <ul style="list-style-type: none"> -District information (schools, TIF, fire, sewer) -New parcel number -Legal description -Property address (only if available) -Billing address -Owner -Municipality -Recorded Document number and type from Register of Deeds -Temporary table to house new condo parcels for staff maintenance 	X			
M.29	<p>Ability for address updates in one module to take effect in all modules (e.g., address change in Real Property Listing shows up in Treasury module)</p>	X			
M.30	<p>Ability for external entities to change property or billing address, with workflow and approvals within Real Property Listing</p>	X			
M.31	<p>Ability for external users to have access to update appropriate information with proper security, and ability for County to review changes before they are accepted (i.e., pending status)</p>	X			This may require some customization, depending on the complexity of the scenario.
M.32	<p>Ability to link to online mapping service</p>	X			
M.33	<p>Ability to selectively display information to web users based upon user ID or group.</p>	X			
M.34	<p>Ability to track parcel history on-line</p>	X			
M.35	<p>Supports automated ad-hoc reporting and query system for customers</p>	X			
M.36	<p>Supports web access to external entities, with the ability to display selected information for free and other information for a fee</p>	X			Requires use of Manatron eGovernment software.

M.37	Ability for assessors/municipalities to manage own personal property records, including the following information: - Owner Name - Property Address - Property Value - etc.	X			
M.38	Ability to track Personal Property and Real Property separately even if they share a common owner. (Maintenance will be done by different groups independent of one another)	X			
M.39	Ability to accept special assessment updates for real and personal property by municipal clerk (external entity) in pending status with ability to approve or deny updates			X	More information is needed, which would be gathered during the Discovery Phase of a Gap Process.
M.40	Ability to automatically update Real Property Listing system with correct (verified) Register of Deeds information (vs. re-keying)			X	More information is needed, which would be gathered during the Discovery Phase of a Gap Process.
M.41	Ability to import information from Transfer Return Form (e.g., Billing address, document number, etc.)			X	More information is needed, which would be gathered during the Discovery Phase of a Gap Process.
M.42	Ability to list and sort record updates by municipality/town and other data elements based on parcel number			X	More information is needed, which would be gathered during the Discovery Phase of a Gap Process.

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					Phase of a Gap Process.
M.43	Ability to share Owner name and billing address between parcels	X			
M.44	Ability to transfer parcels to identified and verified "same" owner	X			
M.45	Ability to update multiple parcels at the same time	X			
M.46	Ability to verify, flag, and report on discrepancies in data elements moved between Register Of Deeds and Real Property Listing system			X	More information is needed, which would be gathered during the Discovery Phase of a Gap Process.
M.47	Supports access to images on Register of Deeds system. Need to be able to query, extract and group by municipality.			X	Will have to work with ROD system to find a common piece of data by which to query, extract and group by municipality. This information would be gathered during the Discovery Phase of a Gap Process.
M.48	Supports automated workflow for property owner transfers (i.e., Wizard)	X			
M.49	Supports verification of property information against Deed			X	More information is needed, which would be gathered during the Discovery

				Phase of a Gap Process. This is restricted to certain predefined tasks.
M.50	Solution supports automatic file/report generation upon completion of certain tasks	X		

N. TREASURER'S OFFICE

N.1	Ability to present workflow status by process and by municipality (e.g. dashboard concept)		X	
N.2	Ability to calculate tax penalty and interest on delinquent tax parcels	X		
N.3	Ability to calculate taxes for selected municipalities in batch	X		
N.4	Ability to integrate with application allowing display of selected information for public on web, including bills and multiple years of records	X		
N.5	Lottery credits must be editable until the end of first period collection	X		
N.6	Ability to integrate with City of Madison system and comprehensively capture all necessary information from that system	X		
N.7	Ability to prepare report/file that is prepopulated with needed municipal data and is sorted by municipality, type of tax, and other needed criteria	X		
N.8	Ability to run bills via Wizard or other feature without requiring manual prompts to initiate or continue process steps and creates multiple output files - one for each municipality/file type combination	X		
N.9	Ability for municipalities to keep tax bill records and image of each tax bill issued within the system e.g. through an Internet -based record-keeping solution, with search functionality, hosted by the county	X		
N.10	Ability to handle large dollar values (i.e.: sufficient system dollar limit) - also affects property listing / assessment rolls	X		

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N.11	Ability to manage large files (i.e. sufficient file-size limit) - also affects property listing / assessment rolls	X		
N.12	Integration between local collections, Treasury and settlement "modules" that allows municipalities to collect during a defined period of time; and ability to control access to information as needed.	X		
N.13	Ability to automatically run a set of different reports for a municipality when certain tasks have been completed.	X		
N.14	Ability to upload PDF reports to an offsite facility for printing	X		
N.15	Configurable, automated workflow functionality that allows users, minimally, to determine process status, including the overall process status for each municipality		X	
N.16	Ability for municipalities to collect within a shared system with a county, including ability to perform certain process steps locally	X		
N.17	Ability to "code" transactions by county, muni, and other methods, including ability to bring payments in with different payment status for clarity of settlement process, or ability to keep payments separate/not post prior to County processing	X		
N.18	Ability to adjust payments as necessary with controls for access. An audit trail of who made what changes is important.	X		
N.19	Ability to adjust payments while maintaining municipal receipt number	X		
N.20	Supports allowing payment input with an applicable payment date and separate interest & penalty date without the removal or manipulation of payments already entered	X		
N.21	Supports improved level of detail provided by credit card/e-check provider	X		
N.22	Ability to process lottery credits as credits	X		
N.23	Ability to differentiate payment data by source of payment	X		
N.24	Supports enhanced search abilities to be able to identify system records based on a variety of search criteria, e.g., ability to search for multiple properties associated with the same owner by name	X		

N.25	Ability to automate preparation of reminder notices/letters with OCR and scan line to associate with remittances.	X		
N.26	Ability to automatically move current amount due to delinquent based on user-defined parameters	X		
N.27	Ability to create a configurable payment schedule	X		
N.28	Ability to define delinquency dates and automate delinquency status of payment	X		
N.29	Ability to forgive delinquent amount at user defined threshold(s), and the ability to mass-apply payments to forgive values below user-defined thresholds).	X		
N.30	Ability to generate tax delinquent certificates	X		
N.31	Supports OCR-A scan lines to improve the delinquent payment process	X		
N.32	User defined reporting abilities	X		
N.33	Ability to efficiently track status of detailed payment data from City of Madison	X		
N.34	Ability to integrate with City of Madison remittance system to recognize data and transactions as needed	X		
N.35	Ability to produce reports based on specified criteria, e.g., by individual muni	X		
N.36	Ability to report all relevant data regarding payment data imported from City of Madison, e.g. refunds and voids	X		
N.37	Ability to automate identification of adjustments through integration with City of Madison system	X		
N.38	Supports multiple settlement periods	X		
N.39	Ability to automate reporting of delinquent status.	X		
N.40	Ability to report each parcel in each muni with user defined and automated calculation of penalties and interest	X		
N.41	Ability view records and produce statements with necessary information such as parcel number, address, owner, and penalties and interest including integrating with zoning data to determine status	X		
N.42	Ability to accommodate State of Wisconsin mandated rules and laws	X		

N.43	Ability to code Tax bills/Second installment notices/delinquent notices with bar codes so that they may be read by bar-code readers in the Treasurer's office and perhaps the local municipal office	X		
N.44	Ability to generate expired land report	X		
N.45	Ability to query system by payment type	X		
N.46	Ability to search by user defined criteria	X		
N.47	Ability to see the parameters selected for any report generated	X		
N.48	Ability to take advantage of the best postal rates possible. This may mean certifying files before bills are sent to take advantage of non-profit bulk-mailing rates	X		
N.49	Ability to upload files to external parties (e.g., third party printer)	X		
N.50	Availability of detailed, on-line system manual	X		
N.51	Supports credit card and e-check transactions by third party as method of payment	X		
N.52	Ability to accept multiple tender types for the same bill	X		
N.53	Ability to allocate payment priority based on predefined business rules (e.g., penalties, prior-year taxes, current taxes).	X		
N.54	Ability to prepare report/file that is sorted by muni and type of tax	X		
N.55	Ability to produce exception reports that show balancing/cause for not balancing between County and munis	X		
N.56	Supports integration between treasury module and settlement modules	X		
N.57	Supports integration with assessor and property listing with ability to query and collect information regarding the application of land use penalties	X		
N.58	Ability to create a pdf settlement report for emailing to municipalities	X		
N.59	Ability to generate a pdf in the most current version of the Adobe software (upgrades are made as Adobe releases them)	X		
N.60	Ability to run overpayment report before posting	X		

N.61	Includes exception reports at point of municipal transmission of data to county--need to identify all exceptions, particularly including: - lottery credit discrepancies - voids, such as misallocation of payments and lottery credits by municipality - NSF	X			
N.62	Ability to accommodate City of Madison personal property data (e.g. for settlement purposes)	X			
N.63	Ability to produce state mandated reports and generate multiple copies of settlement report if needed.		X		
N.64	Ability to view and produce user defined reports including (but not limited to) number of lottery credits, municipality name, total dollars, segregation of lottery credit data by real property and personal property)	X			
N.65	Supports automated workflow so that each step of collections and reporting process does not have to be manually prompted	X			
N.66	Ability to create "split" tax bills by the County or local treasurer. The original amounts of assessment and taxes are reallocated to one or many parcels. The totals must add up to the originally billed amount but are tracked on separate accounts for accountability.	X			

O. GIS GENERAL (2 PAGE MAX).

The City of Madison's Enterprise GIS repository uses ESRI's ArcGIS 9.3 with MS SQL 2005 as the DBMS. The City of Madison currently uses two GIS software packages (ESRI ArcGIS; and Integraph MGE running on Microstation J [MGE will migrate to Bentley's Geographic's running on Microstation V8 at some point in the future]. Geographic data that is maintained in MGE/GeoGraphics will be translated to ESRI ArcSDE format for use in ArcGIS.

Dane County's Enterprise GIS system is based on ESRI technologies. The County is currently deploying ArcGIS Server 9.2 on the MS SQL Server 2000 platform. Dane County will be migrating to ArcGIS Server 9.3 using MS SQL Server 2008 as the underlying RDBMS within the next year. Spatial data is currently maintained in ESRI compliant formats including an enterprise transactional environment implementing the ESRI named version workflow technologies. An additional spatial data warehouse is maintained for data consumers including internal and external clients.

Describe your software's integration strategy with ESRI GIS tools. Please be specific. For example, does your software read directly from ArcGIS, does it require replicating GIS data into your database, or some combination thereof? How are Parcel splits and combines, and new plats handled with respect to GIS? Do you have any recommendations or best practices that we should consider for GIS integration?

Manatron Response: Our software covers multiple levels of integration. It can be configured to read directly from the ArcGIS server for internal (intranet) use. We suggest replication for any kind of external (internet) use. We narrow integration down to two main topics:

- **Layer Maintenance and Attribute Editing** – With respect to GIS, most County GIS departments prefer to handle parcel splits/combo and new plats from within ESRI's ArcDesktop software. We can provide the transaction management tools needed to integrate the GIS parcel work with our software. For editing attributes within layers, we include tight integration. However, we recommend putting a workflow structure in place to follow transactions that occur from the Manatron software to the GIS, and vice versa. Part of the workflow definition should include a list of fields that reside in a GIS database and are spatially enabled and fields that reside within a standard Manatron SQL server database table. The GIS and Manatron software can be configured using this workflow definition. Manatron can offer a hosted environment, but since the County already has the ESRI software and hardware in place, we recommend locally hosting this.
- **Analysis and Viewing** – For analysis and viewing, we recommend using ArcGIS Server with SDE alongside GIS map services created to specifically serve Manatron software and GIS integration purposes. For internal use, the Manatron software has an embedded graphical user interface for analyzing and viewing GIS information. It can use ESRI REST technology with GIS map services or older ESRI technologies. For external use, Manatron can offer a website that uses ArcGIS Server technology to provide maps and data online. Again, this can be hosted by Manatron or locally hosted by the County.

P*. WEBSITE CONSIDERATIONS (3 PAGE MAX)

ACCESSIBILITY, PORTABILITY, AND SECURITY FOR CITY OF MADISON WEBSITES

Accessibility

From the City of Madison Web Policies, Standards, and Guidelines (full document can be found at <http://www.cityofmadison.com/is/pdf/WebPoliciesStandardsGuidelines.pdf>):

ADA Requirements – Web Policies

As a government site, all pages will be designed to meet requirements of the Americans with Disabilities Act. Information about the Web Accessibility Initiative can be found at www.w3c.org/WAI. Any information presented on the web that is in anyway related to federal funding must follow these requirements. See our Web Standards at ADA Requirements for more information.

ADA Requirements – Web Standards

At a minimum, the following City of Madison guidelines must be met:

1. A text equivalent for every non-text element shall be provided (e.g., alt tags, descriptions for every image).
2. If possible, equivalent alternatives for any multimedia presentation shall be synchronized with the presentation.
3. Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup.
4. Documents shall be organized so they are readable without requiring an associated style sheet.
5. Redundant text links shall be provided for each active region of a server-side image map.

**The County chooses not to be so specific in its requirements as to preclude vendors with innovative solutions from responding. The County's Network and Internet Requirements are much the same as the City's and are covered by items in section L. Technology is a moving target and specifying which version of SQL server or which browser should be used, may not get the best and adequate responses. As stated in section L, the County would like to have an Internet or thin client based solution that uses Microsoft SQL Server as a database server. Vendors should specify their technology requirements and the County will decide if the requirements can be met. Innovative solutions which offer the specified functionality will receive the highest consideration.*

6. Client-side image maps shall be provided instead of server-side image maps except where the regions cannot be defined with an available geometric shape.
7. Row and column headers shall be identified for data tables.
8. A text-only page, with equivalent information or functionality, shall be provided to make a website comply with the provisions of this part, when compliance cannot be accomplished in any other way. The content of the text-only page must be updated whenever the primary page changes.
9. When pages utilize scripting languages to display content, or to create interface elements, the information provided by the script shall be identified with functional text that can be read by assisted technology.
10. When a web page requires that an applet, plug-in or other application be present on the client system to interpret page content, the page must provide a link to a plug-in or applet that complies with the requirements for Software applications and operating systems listed above. See Links, Plug-ins, Readers for more information.
11. When electronic forms are to be filled out on-line, the form shall allow people using assisted technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.
12. Underlined text is not allowed except to designate a link.
13. All links, buttons, navigational tools, or other "click-able" items should be able to be activated from the keyboard in addition to mouse controls. If this is not possible, then the same information needs to be available in another ADA compliant format as well.

You can go to <http://validator.w3.org> to check your site for compliance. You can also find more information on the subject of accessibility by going to: <http://www.section508.gov/index.cfm?FuseAction=Content&ID=12#Web>.

Portability

From the City of Madison Web Policies, Standards, and Guidelines (full document can be found at: <http://www.cityofmadison.com/is/pdf/WebPoliciesStandardsGuidelines.pdf>) :

Portability – Web Policies

Sites will be created to allow portability across the major browser platforms as defined in Portability in our Web Standards. They should have essentially the same functionality regardless of the browser being used.

Portability – Web Standards

Sites should be created to allow portability across the major browser platforms. As of May 2008 these include:

- Microsoft Internet Explorer 6 and 7 with 73.55% of market.
- Firefox 2 & 3 with 17.79% of market.
- Safari 3.x with 5.27% of market.
- Other with 3.39% of the market.

The top three comprise 96.61% of the market.

Sources: <http://marketshare.hitslink.com/report.aspx?qprid=3>

If a page or application will not be compatible with the platforms listed above, then the page needs to have a disclaimer stating what browser versions it is restricted to. For help on making your site cross-browser compatible see Portability in our Web Guidelines.

Portability – Web Guidelines

How do I Make My Site Cross-Browser Compatible?

To create a cross-browser compatible web site:

- Use only standard compliant code.
- Don't use browser specific (proprietary) HTML tags and features. These work only in the browser they were created for and may even break your page when viewed in another browser.
- Validate your HTML/XHTML coding using the W3C free validation service found at <http://validator.w3.org/>.
- Validate your cascading style sheets using the W3C free validation service found at <http://jigsaw.w3.org/css-validator/>.

Some have the "You can't please everyone" attitude. X, your site will look different in each browser because each one interprets the coding differently. The goal with cross-browser compatibility is to make your site viewable in the major browsers available and have the pages render correctly. One thing that will drive visitors away is a site that doesn't work in their chosen browser.

Security

From the City of Madison Web Policies, Standards, and Guidelines (full document can be found at: <http://www.cityofmadison.com/is/bdff/WebPoliciesStandardsGuidelines.pdf>) :

Security

All software on any City of Madison websites or on any sites hosted by the City of Madison shall follow our security standards as outlined in our Web Standards.

Security

All software on any City of Madison websites or on any sites hosted by the City of Madison shall follow secure coding practices as outlined in "A Guide to Building Secure Web Applications and Services" by the Open Web Application Security Project. These include:

- Protecting database queries from SQL injections.
- Using SSL to protect secure transmissions of logins and secure data.
- Integrating any sites requiring authentication with Active Directory services.
- Documents should not contain information in the document headers, footers, or anyplace else that can disclose a login id. For example: a document footer with f:\users\isxyz\ should not be allowed.
- Document properties should not contain initials or the login id of the document author.
- Adherence to the City of Madison Network and Security Policies is required.

Since one of the requirements is the ability of the City's customers to access this software through the Internet, fully explain your software's ability to conform to the requirements for City of Madison websites.

Manatron Response: Our applications run in a content management platform that allows the customer to manage web pages using a built-in editor. This allows the customer to ensure any content added or modified on the site meets ADA standards. Additionally, Manatron's GRM modules are scheduled to be ADA compliant by this summer.

Q*. INFRASTRUCTURE/NETWORK REQUIREMENTS (2 PAGE MAX)

CITY OF MADISON INFRASTRUCTURE GUIDELINES

Background

The City of Madison Information Services has two Direction Statements that help to govern the acquisition of hardware and software for the City. They are:

- Acquire hardware and software, which rank among the leaders in the industry, as balanced by their compatibility with the City's infrastructure, and by the resources needed for support.
- Implement application software which meets our customers' needs, as balanced by their compatibility with the City's infrastructure, and by the resources needed for support.

To this end the Network Support staff has defined a fairly narrow, mainstream set of hardware/software standards that are supported on the City network.

Network Infrastructure

The City uses Cisco hardware for all network infrastructure, with the exception of wireless point-to-point wireless bridges, which are provided by Proxim.

The primary network protocol used by the City is TCP/IP over Ethernet. Standard network speeds on the City network are 1Gb on the network backbone and 100Mb to all workstations on the LAN. WAN connections are primarily dedicated T1 lines, with a few slower DSL and cable connections used by VPN/Citrix sessions. The City supports and maintains IEEE 802.11x secured wireless hotspots throughout the City of Madison and in most public conference rooms in city-owned facilities. Applications that may require the use of our "slower" network connections should be Citrix compatible. Contact the City's Communications Support Team to verify what type connections the application may use.

Lead-time for new network connections is 30 days minimum. New connections that require high-speed fiber optic cable may require significantly more lead-time. New wireless access points to the City network would also require significant more lead-time to ensure that the access is secure and to build the required infrastructure.

**The County chooses not to be so specific in its requirements as to preclude vendors with innovative solutions from responding. The County's Network and Internet Requirements are much the same as the City's and are covered by items in section L. Technology is a moving target and specifying which version of SQL server or which browser should be used, may not get the best and adequate responses. As stated in section, L, the County would like to have an Internet or thin client based solution that uses Microsoft SQL Server as a database server. Vendors should specify their technology requirements and the County will decide if the requirements can be met. Innovative solutions which offer the specified functionality will receive the highest consideration.*

Servers

With the exception of a few application appliances, the City exclusively purchases rack mounted Dell PowerEdge servers for all Microsoft Windows based application, database and web servers. Currently Windows 2003 Server is being installed on all new "Wintel" servers. Windows 2000 and 2003 Server platforms are still supported on the network. Dell DRAC (remote access cards) are installed in all servers in order to allow remote access on the local network and remote access via the Internet using VPN. Contact the City Network Administration Team to obtain the current standard hardware configuration for City Wintel servers. In most cases the City would prefer to purchase hardware directly from Dell rather than the software vendor. Requests for hardware should be given to the Network Administration Team at least 30 days prior to required delivery date in order to allow the team time to order and setup the server. Servers that have a delivery month of December or January will require a 60 day advance notice to the Network Administration Team due to the usual slow down during the Holidays at the Dell manufacturing plant.

A native Windows 2003 Active Directory domain is the primary directory service on the City network. Whenever possible, applications should be integrated with Active Directory for authentication. Microsoft SMS is used to deploy application clients to the desktop. Microsoft SQL Server 2000, SQL Server 2003 and SQL Server 2005 are supported as our primary backend DBMS, however other DBMS platforms would be allowed if support is provided by the vendor. If the City needs to purchase the required system software (OS, SQL, IIS, etc.), the required system configuration should be given to the Network Administration Team no later than 30 days in advance so that licenses can be ordered and system security can be reviewed.

Microsoft Exchange 2003 is the supported e-mail/messaging platform for the City of Madison. Any applications or systems that require e-mail connectivity or integration should interoperate with Microsoft Exchange 2003.

Applications, which require Unix, will be supported on any HP/UX platform. The City currently supports several HP/UX servers running HP/UX 11.0 on the HP "rp" or "i" line of servers. The preferred backend DBMS for our Unix platform is Progress, however other DBMS platforms would be allowed if support is provided by the vendor.

The City also supports IBM i-series servers (a.k.a. AS/400). These servers are primarily used to house Public Safety applications for Madison and 16 surrounding communities. Due to the mission critical function of these servers only Public Safety related applications would be considered for these servers.

The City currently maintains four (4) VMWare ESX 3.0.2 Host servers that will support as many as 20 Virtual Servers per host. The Network Administration team analyzes needs prior to purchasing a physical server to determine if the new Server can run in a virtualized environment.

The City uses Veritas Backup Software to perform backups on all servers except the AS/400's.

Desktop Workstations

The City uses Dell PC's and laptops exclusively for all desktops. Contact the City Help Desk to obtain the current model and configuration for City PC's and laptops.

All new PC's and laptops are being deployed with Windows XP Professional Edition, SP2.

The City uses the Microsoft suite of Office productivity applications, including Outlook & Exchange.

Mobile Devices

PDA's - The City supports the complete Dell Axiom and HP iPAQ lines of PDA's only. In order to more easily integrate with our desktops, only the Windows operating system for PDA's is supported.

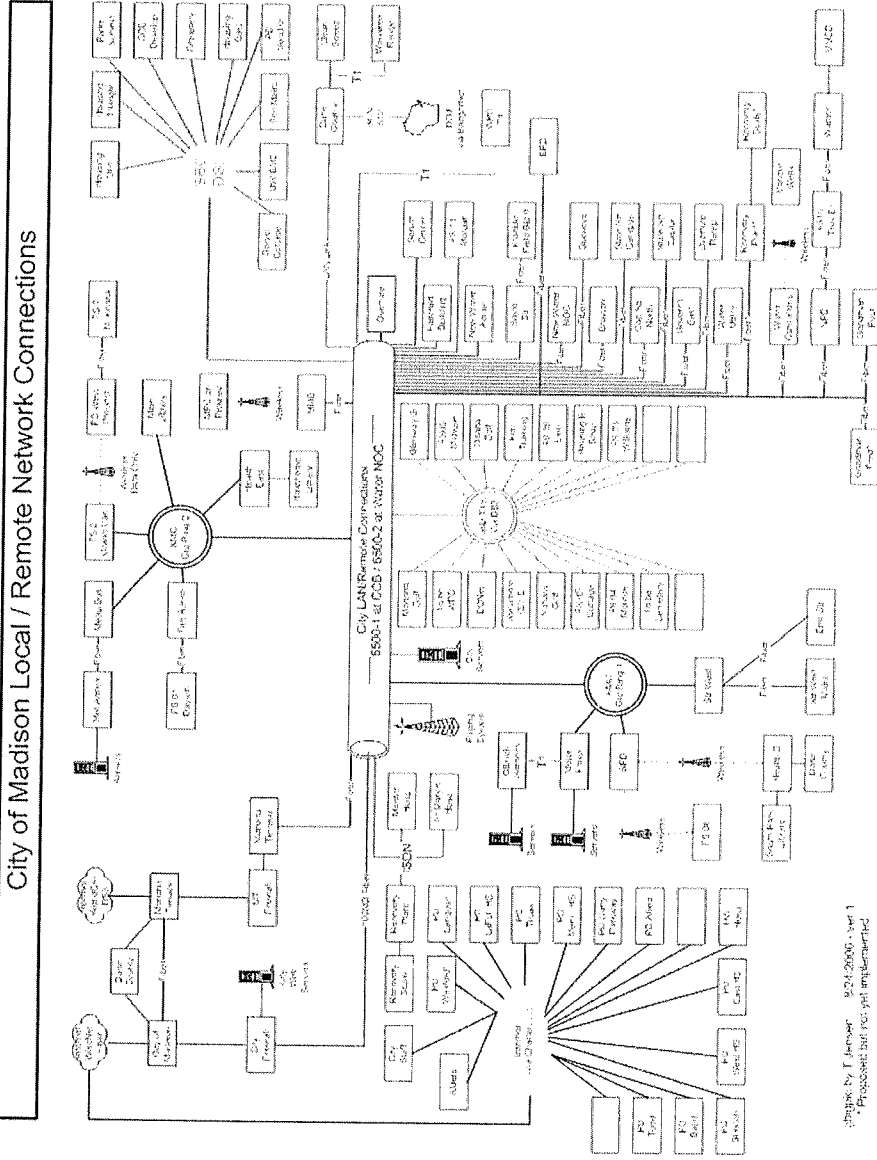
Smart Phones - The city supports the following Smart Phones – Sprint PPC 6800, Palm Treo 700wx, or the Motorola Moto Q9c. All smart phones must run the Windows Mobile OS.

Laptops / Tablets – The City supports the complete Dell line of laptops and tablet PC's with the Windows operating system. If the devices are designated for fieldwork, we recommend the Panasonic Tough book line; since, they are ruggedized to withstand harsh environmental conditions.

Network Connection Agreement

All vendors that will need to connect to the City network, in order to update/maintain their software, will be required to sign the City's Network Connection Agreement. The Network Administration Team should be notified, prior to the purchase of the system, of the need for a vendor to connect to the City network in order to setup the secure network access procedure.

"BIG PICTURE" NETWORK DIAGRAM



After examining the City of Madison Infrastructure Guidelines and the "Big Picture" Network Diagram:

- 1) List all technical specifications for your software for both the client and server. Include such information as hardware requirements, operating environment, databases supported, development-programming language, mapping, and reporting tools.

Manatron Response: The GRM[®] product suite of applications is built using Microsoft Visual Studio development environment and is written to operate in the current Microsoft Windows operating system environment on Intel-based hardware platforms. The majority of installations are running under the Microsoft Windows Server 2003 operating system utilizing Microsoft SQL Server 2005 relational databases and accessed by Microsoft Windows Vista and

Windows XP workstations, and because of how successfully the product can be supported by a broad range of IT professionals, Manatron now requires the use of the Microsoft SQL Server relational database application. The GRM database should require a minimum of maintenance and administration may be performed by a staff member that has basic experience with Microsoft SQL relational database systems.

The applications will function with minimal supervision and will scale from small to very large installations. Scalability can be achieved as growth needs are met by simply adding web servers and/or batch servers to the configuration. This assumes that RDBMS hardware is appropriate for the size/load on the database server.

Virtualization is supported for all servers but is not recommended for the database server due to a decrease in throughput attributable to the loading of a virtual image of the SQL Server from a SAN device as opposed to a direct storage access device (DASD). The GRM applications have successfully been implemented at many sites using virtualized servers in conjunction with SAN storage.

Maintenance and updates to the GRM applications can be performed by staff members who have a basic understanding of the Microsoft Windows environment. The GRM Release Notes provide step-by-step instructions to the update process.

The Manatron GRM product suite also provides the client with the ability to develop interfaces and customized reports through the use of our Application Program Interface (API) for each of the modules within the product line. For instance, the user may define the data elements, time schedule and format of a file to be exported for passing financial information to an external third party General Ledger system. Likewise, the user may define the data elements, time schedule and format of a file to be imported for updating special assessment fees, state supplied aircraft, boat and motor vehicle information or appraisal characteristic data from a field PDA.

The Client may use Microsoft SQL Report Services or any other industry standard report writer to access the GRM RDMS to develop customized reports that are unique to your business needs. These reports can be exported in many formats such as MS-Excel, MS-Word, CSV, XML, DIF, etc. The GRM system also allows for creation of custom letters, forms and other documents to be used as part of scheduled functions. An example is a custom courtesy letter sent to taxpayers who have outstanding balances.

Extensions to the system may also be developed under contract with Manatron or by the users themselves. However, all updating to the database must be approved and the integrity of the database ensured. All processes are controlled by the system security, which is under the authority of the system administrator.

Please see Appendix 3 of our response for a complete listing of recommended non-virtualized hardware for a similarly-sized jurisdiction.

- 2) Fully describe security available. Include system, application, program and any other security functions, which you employ.

Manatron Response: The GRM® product suite of applications offers a powerful real-time solution that is extremely "check and balance" oriented and contains multiple ways to provide reports and information to both staff and the general public. Audit features provide management oversight and control. Through the process of "effective dating," the system maintains an audit trail (user ID, date and time stamping) of all changes. A sophisticated property record control procedure is built into GRM, also based on effective dates. The system creates and maintains a permanent valuation audit transaction table into which an entry is placed every time any value change is posted to an active row type that affects assessed value. This table is used to control valuation changes, produce an audit trail, and provide a change history. There are no destructive updates to database information. When changes are made, new rows are added to respective tables with the appropriate "effective date".

Security is an integral part of the software. System security identifies users, user groups, screens and functions. The Security function allows authorized

application administrators to grant permission to create, retrieve, update and delete capability at the group and user level. Users are identified, assigned to one or more groups and granted rights at the screen-function and specific field level. The security function allows for locking and unlocking of users, resetting of passwords and logging of user changes.

Manatron designs and maintains its own security subsystem that is pervasive throughout all its systems. This security subsystem provides authentication, usually referred to as the "log-on process", to any type of service. A service can only authorize access to its functions if it knows who is on the other side. The authentication step identifies the user and verifies that identity. Once the verification is successfully completed, this identity is assumed by the service through "impersonation"; the service runs on behalf of the user. Once the service represents the user's identity, it will check whether that user is authorized to perform a specific action and will deny access if the user does not have the required privileges. When physical boundaries are crossed, SSL is used as a means of encryption.

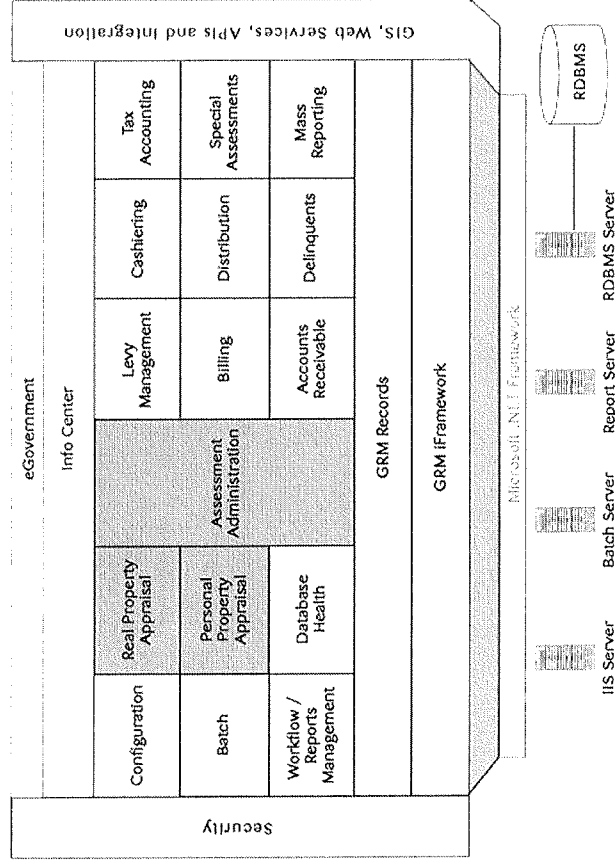
The security profile is defined through administrative access to the security module. It contains data elements such as User-ID, Good-From date, Good-Until date, Password Expiration date, Policy Days, Password, Grace Logins Left, Control Characteristics, Assigned Groups and Assigned Roles. The security profile is encrypted and stored within the database.

3) Provide information regarding your software architecture for review by the City's Security Issues Team.

Manatron Response: GRM is a browser-based application with a supporting batch server architecture for long-running jobs. The entire Manatron GRM product suite is built upon a technology platform, iFramework, developed internally by Manatron.

Manatron built iFramework, a web application framework, to provide services and technologies for the unique needs of a Property Assessment and Taxation system. The GRM iFramework provides a suite of services and technologies that the GRM application modules use to access the database, display information on the screen, navigate from screen to screen, run and monitor batch jobs, interact in workflows and run reports. iFramework provides security services to GRM functionality and data. General configuration of code tables, application settings, application logging, Functional Calendar and Flags are also provided for. The Security subsystem provides for definition and maintenance of Users and Roles. iFramework also provides an ever-growing suite of database health checks.

Manatron incorporates the latest Microsoft technologies in the GRM® product suite of applications. GRM is built using Microsoft .NET Framework 3.5, with C# 3.5 as the primary programming language, ASP.NET 3.5 as the primary presentation layer, Visual Studio 2008 as the development environment with Microsoft Workflow Foundation and the workflow engine.



GRM requires the use of Microsoft SQL Server as the database backend. The GRM database is effectively versioned and uses effective dating to determine the current year or cycle. All previous data that has been converted or entered into the GRM database is available by setting the effective date to the year required. Updates are accomplished by adding a new version of the data not destructively updating the data. In addition, the GRM applications can use all functionality of the Microsoft SQL Server RDBMS and recommended third-party backup application.

The GRM product suite contains the following modules: Records, Real Property Appraisal, Personal Property Appraisal, Special Assessments, Assessment Administration (AA), Levy Management, Billing, Accounts Receivable (AR), Cashiering, Distribution, Delinquents, Tax Accounting and Info Center. GRM iFramework also provides Security, Configuration, Batch Subsystem, Workflow/Reports Management and Web Service/API integration modules. All GRM modules are designed to seamlessly integrate with one another through a suite of Web Services, Coded APIs and Stored Procedures.

R. SOFTWARE ARCHITECTURE (2 PAGE MAX).

1. Does your software have web service capabilities allowing us or others to interface and integrate via a Service-Oriented Architecture? Please explain.

Manatron Response: Manatron's GRM solution provides many web services using the SOAP standard. These web services can be used to access and update data in the GRM database, providing the ability for the County or other companies to write programs that can integrate with GRM using standard methodologies.

2. Is your client thin, thick or mixed? Is it Web-based?

Manatron Response: The GRM solution was built from the start to be a web-based solution requiring only a web browser on the client machine. Our solution today is currently mixed, since our current CAMA solution is an existing thick client solution that was a part of our acquisition of STI. We are in the process of actively re-writing that CAMA solution to also be completely web-based and that development work will be completed in time to be delivered as part of this project.

3. Does your software have controls and audit capabilities? Please fully explain.

Manatron Response: Yes, GRM is developed against an internally developed application framework called iFramework which provides for full security control and audit capability on all access to the GRM database. It provides for cumulative, role-based security with control at the read-, write- and delete-level. All data updates and deletes are non-destructive and have audit information including the date and time, the user, the IP and MAC address of the machine they made the change from, the task they were in, and which function of that task made the data change. All of that data can be accessed through standard auditing reports.

4. Can your software be integrated with a third party Electronic Document Management System? Our goal is to have all documents generated out of the software sent to our system and stored in a central document repository independent of the application.

Manatron Response: Yes, GRM can integrate with third-party document management systems, although depending on the County's particular system, the solution may require additional analysis to ensure that additional development won't be necessary.

S. MAINTENANCE AND SUPPORT (3 PAGE MAX)

1. Fully describe terms and conditions of your annual software maintenance agreements. Please include a copy of your standard agreement.
Manatron Response: Manatron has included our standard master agreement as Appendix 4 of our response.

2. Describe all services available and how they are supplied.

Manatron Response: From reviewing the requirements and drawing on our collective experience, Manatron has gained an appreciation of the complex and diverse customer requirements and the need to support a broad customer base. We will meet the challenges of providing comprehensive, responsive and continual support in this environment by focusing on these elements:

- Specialized and dedicated two-tier Help Desk support
- Active and prompt response to client needs
- Priority services to mission-critical elements

Manatron is proposing a two-tier Help Desk. Our assumption is that the existing client Help Desk will be utilized as a clearinghouse and the first level of support for all users. Dane County personnel will staff the first-tier help desk. Escalation of a problem will transfer it to Manatron second-tier help desks, depending on the nature of the problem. The help desk staffed by Manatron personnel will support the applications.

These services will include troubleshooting, technical analysis, problem diagnosis and procedural assistance. These services will be provided by telephone or through remote access (VPN) into the client's computer system.

First-Tier Help Desk

When a user encounters a problem, it can be called or e-mailed to the first-tier help desk. A standard form will be developed for reporting problems. The necessary information about the user reporting the problem must be gathered and saved. The first-tier help desk will handle all user training issues. The staff must have access to the same equipment and production database as the users so they can duplicate a problem when necessary. The response time is the elapsed time between the user's first reporting of the problem to when the help desk first calls the user back. This response time should be within four hours. When a problem is determined to be a software problem, it is then escalated to the second-tier help desks at Manatron.

Second-Tier Help Desk

Toll-free numbers will be provided for logging all service calls and questions to Manatron. All calls to Manatron will be logged and response time tracked. Each call will be prioritized based on the nature of the call and the impact to the operation. The objective is to respond to a service call within four hours to further diagnose, clarify or resolve the issue.

3. Fully explain when support is available. Include what hours are included in your maintenance agreement as well as what is available as extended service.

Manatron Response: Manatron's normal hours of support coverage are 8 a.m. to 5 p.m. Monday through Friday, excluding Manatron holidays. Additional pager or cell phone coverage during known peak periods may be arranged in advance to handle seasonal demands. For contact during non-business hours, emergency service is available by telephone contact and beeper.

It has been our experience that our support coverage has met the needs of our current customer base throughout the U.S. This coverage timeframe provides support during regular working hours, and matches well to our customer's Level 1 support desks coverage timeframes. We understand the need for hardware support beyond business hours in the case of a down system, component replace or preventative maintenance during non-business hours. However, in a production software environment, after the system has been installed and stabilized, we have seen no requirement to offer extended coverage. Our pricing has been calculated based upon this approach, but we will evaluate the requirement for added coverage hours, and pricing, if it as an absolute requirement.

Manatron offers off-hour support coverage for an additional hourly fee. Off-hour support coverage includes non-business hour coverage (5 p.m. to 8 a.m. Monday through Friday), weekend coverage and Manatron holiday coverage. Support service contact will be by telephone, pager or cell phone with response time within four hours of placing the call. Coverage and pricing is based upon "on-call" time and actual support time. Most Manatron customers who wish to have off-hour support or 7 x 24 support coverage choose to pre-schedule coverage only during critical processing periods.

On-site assistance can be arranged when necessary, although that is outside the standard support relationship.

4. Describe your levels of severity for support calls and what your typical response times are for each level of severity.

Manatron Response: Manatron shall respond to any errors reported by the client based on the priority code assigned to such error. The client shall identify the priority code when it initially reports the error to Manatron. Manatron may, in its reasonable discretion, re-classify the error after its initial investigation. If the client requests, in writing, that the error be resolved with a priority code higher than the assigned level, the client will pay Manatron for that support on a time and materials basis at Manatron's then current rates. All support calls are to be logged into the Connect-Care support tracking tool, along with the assigned severity level (see table on right).

Impact on Client Operation	Priority Level
Client fully down; unable to operate	Priority 1
Major disruption, but client operational	Priority 2
Minor disruption, but client operational	Priority 3
Request submitted into MCC	Priority 4
Hardware or 3rd party software issue	Priority 5

Support Escalation

In order to maintain and improve our customer satisfaction levels, Manatron ensures support calls are not "lost" within our system. To this end, escalation metrics are a key component within our overall support metrics. Our internal support tool (Connect-Care) is configured in line with the company's metrics, ensuring that the appropriate escalation level is automatically notified when appropriate.

The first escalation point is the direct support manager. This escalation is to be made in accordance with the outlined metrics for each severity level. Each subsequent escalation is implemented if the current escalation does not occur within the timeframes as outlined in the following tables:

Initial Callback Escalation

Escalation Point	Priority Level			
	1	2	3	4
Support Supervisor	Immediate	2 Hrs	4 Hrs	4 Hrs
Director, Support	2 Hrs	16 Hrs	24 Hrs	24 Hrs
VP, Professional Services	8 Hrs	24 Hrs	48 Hrs	48 Hrs
Chief Operating Officer	24 Hrs	48 Hrs	96 Hrs	96 Hrs

Call Resolution Escalation

Escalation Point	Priority Level			
	1	2	3	4
Support Supervisor	6 Hrs	16 Hrs	48 Hrs	48 Hrs
Director, Support	12 Hrs	48 Hrs	72 Hrs	72 Hrs
VP, Professional Services	24 Hrs	72 Hrs	96 Hrs	96 Hrs
Chief Operating Officer	48 Hrs	96 Hrs	120 Hrs	120 Hrs

5. Describe your handling of bugs in your software and subsequent fixes for these bugs.
Manatron Response: Bug fixes are included in our regular software releases and upgrades.
6. Are you willing to make software modifications and do you support those modifications?
Manatron Response: In order to maintain a true Commercial Off-the-Shelf (COTS) product, all modifications are designed into the system's source code and released as an upgrade to all of our clients in the next version. Accordingly, they are covered under our standard support agreement.
7. How are new releases and enhancements developed and notification of availability made to your customers?
Manatron Response: Manatron has a focused product management team that is responsible for release planning. Release plans are driven by the product management team, but input is received from our User Group (enhancements), support requests, error corrections and legislative changes. The User Group elects an Advisory Board every year from the client base. This Advisory Board will submit for review any legislative changes pending or enacted and will prioritize and vote on the User Group enhancement requests. Requests can be submitted to the Advisory Board electronically, via e-mail, bulletin board posting or in writing or they can contact an Advisory Board member directly. Planning for the new release starts before the current release is ready; therefore the Advisory Board begins work on prioritizing requests and notifying Manatron of pending legislation. New releases are made available approximately twice a year at six-month intervals. Manatron provides a 'living' product in that it is continually evolving, allowing for legislative changes, user group enhancement requests, etc.
Notifications of new releases are e-mailed to all customer contacts. This message will direct the customers to our FTP download site where they will have access to release notes that explain the content of the new release. The release notes will list all the specific maintenance issues that are corrected in addition to describing new features and functionality contained in the release. Additional information such as installation instructions, technical requirements and training documents related to the new features are also made available on the download site. While upgrades are designed for customer installation, Manatron assistance is available if problems occur during the process.
8. How often do you do product upgrades, and are the costs of upgrades included in the annual maintenance?
Manatron Response: Clients can expect to receive a new major version approximately twice per year. Within that period, three to five service packs and hot patches will be provided as necessary to address critical issues. All upgrades and releases are included in the annual maintenance.
9. Is source code provided with your software? If not fully explain what provisions are made for the source code if your company goes out of business.
Manatron Response: While it is not standard Manatron policy to license source code directly to our customers, Manatron will occasionally agree to enter into a source code escrow agreement with enterprise class clients, and would do so if the County wishes to pursue this option. We utilize Iron Mountain as our source code escrow provider. Copies of the source code are deposited with Iron Mountain and updated on a regular basis. For your review, we have included a copy of our standard Source Code Escrow Agreement as Appendix 5 of our response.
10. Do you have a user group and/or an annual conference?
Manatron Response: Manatron has a user group for both GRM Tax and GRM CustomCAMA, and each group holds an annual conference.

T. TRAINING (3 PAGE MAX)

1. Fully describe all training, which your company will provide.
 - a. End user training; class size, length of class.

Manatron Response: Manatron will provide end user training. The maximum class size is 12 participants, with one PC per participant. Each class day is six hours, typically from 9 a.m. to 4 p.m. A "Needs Analysis" spreadsheet is provided to the jurisdiction to help determine which classes users should attend, based on their job descriptions. Training methods include classroom, eLearning and webinars (Live Meeting/conference calls).

- b. System administration training; class size, length of class.

Manatron Response: System administration is completed using various methods including webinar, OJT and conference calls. The methodologies for Manatron-provided system administration do not limit class size due to the nature of web-training (such as Live Meeting) and conference calls. Manatron uses industry standard third-party network operating systems, tools and database engines. Therefore, in addition to the Manatron-provided training, Manatron recommends the following training available through several reputable sources. We are happy to assist in locating providers. For information, go to <http://www.microsoft.com/learning/training/find/findcourse.msp>.

1. **For server and associated peripheral equipment configuration:** The jurisdiction should receive training from the hardware provider. In the case of any particular devices such as validation machines for tax applications, Manatron will provide any special instructions for setup.
2. **Server and utility software:** Manatron recommends the jurisdiction ensures their IT staff has been trained on Microsoft SQL Server, Microsoft Windows Server 2003 and Microsoft Internet Information Services (IIS). Manatron can also assist the IT staff with the development of a "Best Practices" plan for scheduled system maintenance and backups.
3. **For relational database management system software:** Microsoft SQL Server Administrator Class.

- c. Application support training.

Manatron Response: The jurisdiction will identify the students, and their primary responsibility is to attend the training sessions as scheduled. Students may be divided into groups including domain experts (power users), support staff and end users. Domain experts are the power users who fully understand their area and business impacts of decisions and often serve as first-line support staff. All users complete the same classroom end-user training to ensure common vocabulary and techniques. This facilitates the delivery of support both internally and through Manatron's support desk. When appropriate, application configuration is covered as part of the end-user training.

- d. Any custom reports tools training.

Manatron Response: Manatron will provide training on the use of the GRM database tables and columns for use in report writing. Prior to attending this Manatron training, which may be conducted via web, report writers must be familiar with using Microsoft SQL Report Writer.

e. Any other training you deem necessary for use of your software.

Manatron Response: The pre-requisites for all students include proficiency with Windows 2000 workstations, basic PC skills (keyboard, mouse and copy/paste) and the basics of Microsoft Word and Excel.

2. Explain where the training is to be held, and who will be providing it.

Manatron Response: The jurisdiction will provide the training facility. Classroom requirements include a projector, screen or wall upon which to project, one PC per student (up to 12) and one PC for the instructor – all configured and able to access the designated GRM training database, one login per student (up to 12) and instructor for the PCs, printer accessible to the training PCs, flip chart or whiteboard with two different colored pens. Prior to training, a training database will be designated. Manatron requires remote access to this database for preparation purposes.

3. Do you have any Computer Based Training courses available? If yes, fully describe what is available.

Manatron Response: eLearning occurs prior to training sessions and can be used at any point thereafter for review. The attendees will be informed as to which eLearning lessons to complete. Users may also print the training documents and use them to make notes for themselves as the training progresses. eLearning, or online tutorials, provide users with self-paced instruction on common activities within GRM, accessible at the user's convenience. Providing this method of training simplifies logistics in administering training and provides training on demand. eLearning content increases over time as courses are developed and posted. After selecting the topic, a "movie" launches with action and sound, explaining the navigation, actions taken and reasons. A sample lesson is available at <https://connexion.manatron.com/GRMeLearning/tabid/262/Default.aspx>.

The screenshot displays the Manatron Customer Connexion website interface. At the top, there is a navigation menu with links for Home, CAPA, Tax, Records Management, Events, and Contact Us. The main content area features a search results page for 'GRM eLearning'. The search results table includes columns for Category Title, Modified Date Size (KB), and Description. A circled 'Download' link is visible in the Description column. Below the search results, there is a section for 'GRM eLearning' with a description and a 'Download' button. The page also includes a footer with contact information and a disclaimer.

Category Title	Modified Date Size (KB)	Description
GRM eLearning	2,483,236	Download

U. DOCUMENTATION (2 PAGE MAX)

1. Fully describe all documentation, which is available with your software including both hard copy and on-line.

Manatron Response: Manatron regularly delivers the following documentation with its large-scale implementation projects (additional deliverables may be negotiated during the contracting phase):

- Project Management Plan
- Conversion Plan / Strategy Document
- Training Strategy Document
- Test Strategy Document
- Gap Analysis Document
- Roll Out Plan Document
- Operations Manual
- Data Model
- Data Dictionary
- Functional Design Document
- Training Materials
- Software Functional Description

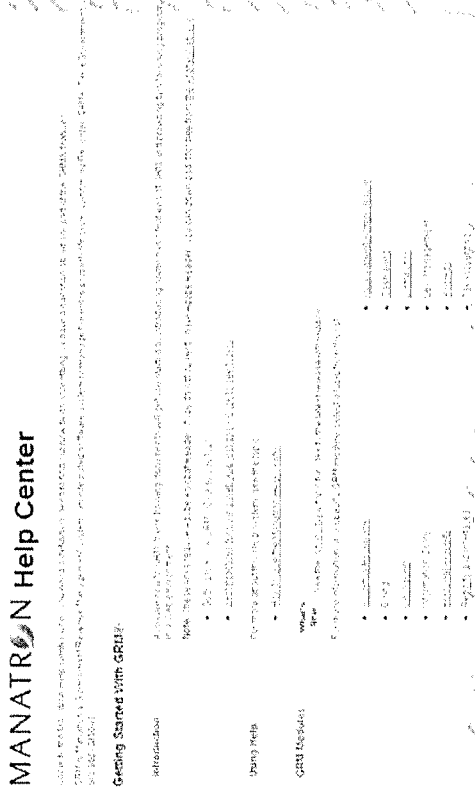
Manatron submits the following Deliverables assumptions:

- Review and approval of deliverables will be solely for the purpose of determining compliance with agreed-to specifications and formats, not for the purpose of introducing new requirements.
- Dane County will review all deliverables in accordance with the time periods in the agreed-to project plans.
- Dane County will consider the use of ongoing and intermediate reviews of drafts in order to reduce the scheduled period for formal review of some deliverables.
- Manatron will be able to rely on the Dane County's acceptance of a deliverable in performing later phases of the project.
- By the end of the review period for any deliverable, Dane County shall accept the deliverables as complying with the specifications or provide a written statement identifying in reasonable detail all deviations between the deliverable and its specifications.
- Acceptance of a deliverable will occur on the earlier of the date of notification of acceptance, five days after the scheduled end of the review period if Dane County has not provided a written statement of any deviations, or the date when the developed software supplied is used for any purpose other than conducting acceptance tests.
- Dane County will approve deliverables if they materially comply with the specifications and there is a plan for corrective action for nonmaterial deviations.

2. Describe your use of tool-tips or something equivalent.

Manatron Response: Manatron uses a fully-searchable online GRM Help Center for its product support (see right).

In addition to this, the Help panel (shown below) is anchored and always visible on the user's page.



▪ **Table of Contents** – The Table of Contents links to the task overview topics and correlates with the GRM menu items. Use the overview topics to get a general picture of the flow through the task. The overview topic has links to topics for the specific screens.

▪ **Index** – Use the Index tab in the left panel of the Help window to find occurrences of a specific term or screen name within Help. If your first attempt is not satisfactory, try again using a similar term as the keyword. All of the Help topics associated with the keyword you use will be listed. Click to go to a topic.

▪ **Search** – Use Search to find all instances of where a term occurs throughout Help. This is best used when looking for a specific term, for example "contract" or "alias", to find all of the touch points within GRM. A general term, such as "print" or "PDF", will return too many choices.

▪ **Glossary** – Select the Glossary tab to look up definitions of terms. Important terms are also defined on individual topics under the Valuable Vocabulary heading.

▪ **Annotations** – The Annotations link opens a page where your office can include specific instructions for the current screen. Everyone can view and edit the information entered for each screen. This is an additional resource outside of the help topics. If you have documents for a screen that you would like to reference, copy them into the annotations area for that screen.

3. Please indicate what documentation is included as part of the proposal cost.

Manatron Response: All of Manatron's standard documentation, as shown in Question U.1 is included in our proposal cost.

4. Describe how your software complies with the Accessibility, Portability, and Security for City of Madison Websites standards. (See attachment for these requirements).

Manatron Response: Please see Section P above.

V. IMPLEMENTATION (3 PAGE MAX)

1. Provide a detailed implementation plan for this project. Include timelines, recommended order of implementation, etc based on your company's experience with other installations of this size.

Manatron Response: Please see Appendix 2 for Manatron's Project Implementation Methodology, as well as a draft project schedule for the County/City.

2. Include a biographical sketch and background including qualifications of all personnel from your company and/or any other third party companies that will be part of the project implementation team. Explain their experience doing an implementation of this size. Include information regarding the length of time they have worked for your company.

Manatron Response: Please see Tab 3 of our response.

3. Describe all tools and/or methods which will be used to communicate with the City as well as those used within your company for the duration of this project.

Manatron Response: As shown in Manatron's Project Implementation Methodology in Appendix 2, Manatron plans, manages and reviews all projects using the Manatron Project Methodology (MPM), which has been developed based on experience gained over our many years of developing, implementing and supporting web-based and client-server application software products for county, city and township governments.

MPM uses a blend of processes, templates and tools to provide a clearly defined path for successful completion of a project, from a simple "turn-key" implementation of an application solution to management of a complex system integration project. It assists implementation managers, project managers, project team members and quality assurance managers in the sizing, planning, management and review of customer projects.

A key document in MPM is the "Plan for Project Management," which contains a series of checklists that are reviewed by the project team during project planning and again at project start-up to help ensure that all appropriate actions and planning documents have been considered for the individual project and will be implemented as appropriate.

Additionally, templates for many of the planning documents and examples of how project documents have been developed for other projects are available to the project team on the Manatron internal website.

MPM guides the project team throughout the life cycle of a project from proposal development to requirements analysis, through development and testing, to system implementation and customer acceptance. This includes processes for change control, business process change, status reporting, project organization and the tracking of deliverables, issues and project risks.

Projects are managed with consideration of schedule, requirements, budget and quality to obtain effective use of time, resources and money. In addition, the Manatron team also uses independent quality assurance reviews to evaluate project progress and unresolved issues.

A methodology alone cannot ensure successful completion of a project. Our experienced project managers use MPM combined with a clear understanding and agreement of expectations, including but not limited to, what is to be delivered, when and by whom the various project tasks are to be completed, and agreed upon acceptance criteria to guide the project team throughout the project life cycle.

MPM provides excellent value by assisting the Manatron project manager, project team members and our customer in planning and managing project resources to meet customer business requirements on time and within budget.

Manatron works closely with our customers to develop and maintain a Project Management Plan (PMP) for all large projects which provides a single source that includes or provides a reference to all plan elements necessary to complete the project. The PMP will include processes for change control, status reporting, project organization and responsibilities, and the tracking of deliverables, issues and project risks.

Please also see Appendix 2 for a detailed list of Manatron's standard project deliverables.

Footnotes:

1. Requirement has been changed to "YES" as agreed on May 2, 2011.
 2. The City's current system does not include any automated workflow tracking features. For items A.2, A.41, K.11, K.12, K.13, K.14, K.15, L.46, L.50, and L.62, which all pertain in some form to workflow functionality, the parties understand that a detailed analysis of the city's current workflow structures (primarily manual) will be required before Manatron can propose solutions to the City's desired workflow capabilities as stated in these requirements. This will be conducted during the Gap Analysis. The City may refine its requirements after learning more about workflow capabilities of the Manatron products during base system installation or other appropriate time.
- Manatron expects that item K11 (security access) can be met out of the box, therefore that requirement has been changed to "Yes". For the remaining items listed in the previous paragraph, Manatron will provide a solution at no additional cost, unless the result of the Gap Analysis reveals that more than a nominal amount of customization will be required. For the remaining items, Manatron will follow the Gap Analysis procedure described in the SOW to propose a solution, and for those exceeding a nominal effort a detailed cost estimate for providing the solution as described in the Gap Analysis section of the SOW. The parties will follow the procedures in the SOW in determining how to proceed on each of these items.

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Appendix B. Delivery Approach and Project Methodology

Delivery Approach

The following sections describe the activities included in a typical software application project, and which are part of the overall Manatron development methodology. The project for the City may involve using many of these steps, but not necessarily all of them as presented.

Project Coordination

Manatron shall coordinate the installation of the Assessment Project on a fixed price basis by providing a project manager to coordinate project work performance, risk, and quality. The project manager shall engage other Manatron personnel at various project stages in accordance with project requirements and with the approval of the City. The Manatron project manager shall be the primary point of contact for any changes and status reporting for Manatron as needed during the Assessment Project.

Manatron Project Management Methodology

Project Start-up

Project Startup is as its name implies. The project team will be assembled to develop the project strategy and work plans with a focus on the business solution. Activities involved in project start-up include:

- Confirm the scope
- Convene a project kickoff meeting
- Define, agree, and initiate the project communication process
- Review the project change control process
- Review and Update the project plan
- Establish roles for the core project and extended teams
- Define and share the business case
- Verify the requirements specifications document.

Gap Analysis

Gap Analysis assesses the current processes and envisions the way that things “could be” using diagram and white board techniques, produces preliminary technical strategies, and confirms the project scope with client participants external to the dedicated project team. Activities involved in Gap Analysis include:

- Verify business rules and policies
- Develop the high-level technical architecture
- Review preliminary interface requirements
- Review preliminary infrastructure requirements
- Execute project team training.

Software Solution

Software Solution develops the “to be” future based on the “could be” possibilities, and

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configures the software package. Activities involved include:

- Develop a lab database
- Develop acceptance test plan
- Conduct scenario reviews
- Identify and process issues
- Identify reporting requirements
- Confirm interface requirements
- Develop a solution test strategy
- Define data architecture
- Update the requirements specification document
- Develop the systems implementation plan
- Establish the development environment
- Establish user training.

Software Compliance

Software Compliance builds the links between new and existing solutions, and creates all other add-ons required to implement the business solution. Activities include:

- Finalize open functional requirements (complete Gap Analysis)
- Perform data mapping and conversion activities.
- Set up the development environment
- Code and perform unit test and integration test
- Develop modifications
- Develop interfaces
- Conduct unit testing
- Configure software
- Develop reports
- Develop documented procedures
- Develop add-on components
- Develop user training materials
- Establish Test Environment
- Gather test data and cases
- Set up the test environment
- Prepare test cases.

Deployment

During Deployment the new solution is implemented (rolled out) to run the City's business departments. Deployment activities include:

- Do go-live planning
- Roll out the solution
- Conduct user training
- Implement new policies, procedures, and metrics
- Complete all organizational changes

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- Conduct final cutover
- Initiate the project support plan after warranty period

Conduct project shutdown.

EXHIBIT 2 TO THE CONTRACT FOR PURCHASE OF A CAMA SYSTEM

MASTER AGREEMENT FOR LICENSED SOFTWARE AND SERVICES

Effective as of the date that this Agreement is last signed by either party (the "Effective Date").

By and Between	And
MANATRON, INC. 510 E. Milham Avenue Portage, Michigan 49002 ("Manatron")	The City of Madison, Wisconsin 210 Martin Luther King Jr. Blvd. Room 500 Madison, WI 53703 ("Customer")
Attention: <u>Matthew Henry, Senior Contract Administrator</u> Telephone No.: <u>(866) 471-2900 ext. 7099</u> Fax No.: <u>(269) 567-2930</u> E-mail Address: <u>matt.henry@manatron.com</u>	Attention: <u>Paul Kronberger, Director, Information Technology</u> Telephone No.: <u>608-266-4202</u> Fax No.: <u>608-261-9289</u> E-mail Address: <u>pkronberger@cityofmadison.com</u>

This Master Agreement for Licensed Software and Services sets forth terms and conditions under which Manatron shall license the software programs, and/or provide the support and other services as Exhibit 2 to the Contract for Purchase of a CAMA System and the Statement of Work.

GENERAL TERMS AND CONDITIONS

I. DEFINITIONS.

As used in this Agreement:

"**Acceptance**" and "Final Acceptance" are defined in the Statement of Work.
 "Compliance Update" means a change made to the Software to reflect a mandated change in an applicable Law.

"**Computer System**" means the digital computer processor(s), random access memory, disk subsystem, network software, Database Software, operating system software, and other hardware or software components or programs that are used in conjunction with the Hardware and/or Software.

"**Customization**" means any improvement, derivation, extension or other change to the Software made by Manatron at the request of Customer, including any that result from the joint efforts or collaboration of Manatron and Customer. Manatron may, from time to time and in its sole discretion, incorporate Customizations into the Software as "Enhancements."

"**Database Software**" means relational database management systems (RDMS), such as Microsoft SQL Server, Oracle, or similar Third-Party Software that is utilized by the Software to store Customer data on a disk subsystem as part of the operation of the Software.

"**Designated Processor**" means the computer processing device that provides the primary control for the interpretation and execution of the Software and is designated on the applicable Documentation or, if not so identified, on which the Software is initially installed or, if a software activator device is required, the computer processing device within which the software activator is properly installed.

"**Documentation**" means any standard operator and user manuals, product specifications, glossary, index, training materials, and other similar materials generally made available and provided by Manatron for use with the Software.

"**End User**" means the Customer or any employee(s), affiliate(s), agent(s), representative(s), or any other person under the direction or control of the Customer that uses the Software to perform certain functions or tasks as required by the Customer.

"**Enhancement**" means any modification or addition that, when made or added to the Software, changes its utility, efficiency, functional capability, or application. Manatron may, in its sole discretion, designate an Enhancement as minor or major.

"**Error**" means any failure of the Software to conform in any material respect to the functional specifications contained in the Documentation, as published from time to time by Manatron.

"**Error Corrections**" means a modification or an addition that, when made or added to the Software, establishes material conformity of the Software to the Documentation, or a procedure or routine that, when implemented in the regular operation of the Software, eliminates the practical adverse effect on Customer of such nonconformity.

"**Hardware**" means the Computer System components and equipment, other than the Database Software, Software, and Third-Party Software as listed in the applicable Documentation.

"**Implementation Plan**" means a detailed description of the tasks to be performed by each party in connection with the implementation of the Software, the deliverables for each task, and the commencement and completion dates for each task.

"**Installation**" means all preparation, processing, and other tasks necessary to install the Database Software, Software, or Third-Party Software on the Designated Processor to make it operational.

"**Installation Date**" means the date on which Manatron completes Installation of the Hardware at a location specified by Customer, or of the Software or Third-Party Software on the Designated Processor or, in the case where Customer requests or causes a material delay in the performance of installation, the date set forth in the Implementation Plan for commencement of installation (if for Hardware) or acceptance testing (if for Software or Third-Party Software).

"**Law**" means any applicable state, county, or local statute, law, ordinance, or code.

"**Minimum Requirements**" means the minimum requirements for the Computer System as set forth on the associated Documentations. The Software may operate on a Computer System that is below the Minimum Requirements, but such operation is not warranted by Manatron.

"**Notice of Completion**" means: (a) if Manatron is to provide implementation services, a written notice from Manatron stating that installation and implementation of all Hardware, Software, and/or Third-Party Software at Customer's site has been completed and that the Software is available for acceptance testing; or (b) in all other cases, a written notice from Manatron

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stating that all Hardware, Software, and/or Third-Party Software has been delivered.

"Professional Services" means any Installation, Implementation Service(s), Software configuration, training, consulting, Support Service(s), Customization, and other similar service(s) performed by Manatron under the terms of this Agreement.

"Project Management" means the process of planning, scheduling, and controlling certain activities in order to meet project objectives.

"Release" means a version of the Software denoted by the number to the left of the decimal point (as compared to a change in the number to the right of the decimal point). For example, 4.x and 4.1 are the same Release; 4.x and 5.x are two different Releases. Releases include major Enhancements and the incorporation of any Version developed after the Release immediately preceding the most current Release.

"Seat" means a unique physical device, such as a terminal, microcomputer, or similar computing device that is part of the Computer System at which an End User has access to some or all of the Software or Third-Party Software.

"Site" means a single physical location and single database for which the Software is licensed. The number of Sites for which Customer is licensed to use the Software shall be specified in the applicable Documentation.

"Software" means the software program(s) (in object code format only) identified on the applicable Documentation, and includes Error Corrections, Compliance Updates, Interfaces, Customizations, Enhancements, and new Versions and Releases of such program(s) that may be provided under this Agreement. The term "Software" excludes any Third-Party Software.

"Software Modification" has the same meaning as "Customization" if made at the request of Customer under the terms of this Agreement, and as "Enhancement" when made by Manatron as part of the development or enhancement of the Software or Third-Party Software.

"Support Services" shall have the meaning set forth in Section 5.1.

"Third-Party Software" means any third-party software program(s) provided to Customer under this Agreement and listed on the applicable Documentation.

"Version" means a new version of the Software that includes minor Enhancements, Error Corrections, and/or Compliance Updates, which is indicated by a different number to the right of the decimal point (e.g., "4.1" and "4.2" represent different Versions of Release "4").

"Web Hosting" means providing the infrastructure, such as the hardware, software, and communication lines necessary to enable a computer system to communicate with a designated server.

2. SCHEDULES. (this section intentionally deleted.)

3. SOFTWARE LICENSE.

3.1 **Grant.** Manatron grants to Customer a perpetual, nontransferable (except as otherwise provided in Section 18.9), nonexclusive license to use the Software and Documentation solely on the terms and conditions set forth in this Agreement.

3.2 **Acceptance Testing.** Testing and acceptance procedures, including those for Base Installation of the Software, User Acceptance Testing, and Final Acceptance, are described in the Statement of Work attached as Exhibit 1 to the Contract for Purchase of CAMA System.

3.3 **Scope of Rights.** Customer may:

3.2.1 Install the Software on the Designated Processor and may, upon prior written notice to Manatron, move the Software to a different

processor, or, in the event of a disaster, run the Software on a back-up processor.

3.2.2 If the Software is licensed on a Seat basis, use and execute the Software only on the licensed number of Seats designated on the applicable Documentation. Unless otherwise provided on the applicable Documentation, Customer must purchase a license for each Seat that has access to the Software.

3.2.3 If the Software is licensed on a Site basis, use and execute the Software only in connection with the operations of the Site(s). Unless otherwise provided in the applicable Documentation, Customer must purchase a license for each site for which the Software is used.

3.2.4 Make copies of the Software for backup and archival purposes only, provided that (a) no more than two (2) copies of the Software are in existence at any one time, and (b) Manatron's copyright and other proprietary legends are reproduced on each copy. Customer shall keep appropriate records of the number and location of all copies and make such records available to Manatron upon request. All copies that are made by Customer shall be the property of Manatron.

3.2.5 Make copies of the Documentation for Customer's internal use only, provided that Manatron's copyright and other proprietary legends are reproduced on each copy.

3.3 **Restrictions.** In addition to other restrictions set forth in this Agreement, Customer may not:

3.3.1 Use, copy, modify, or distribute the Software (electronically or otherwise) or any copy, adaptation, transcription, or merged portion thereof except as expressly authorized under this Agreement;

3.3.2 Use the Software for any purpose for the benefit of any third party (including any body of government other than the entity that executes this Agreement) in a commercial, retail, service bureau, or similar enterprise;

3.3.3 Translate, reverse engineer, decompile, recompile, update, enhance, or create derivations of all or any part of the Software, or merge any Software with any other software or program, including, without limitation, the structure and sequence of any database and/or database files, including those created by Customer under this Agreement; or

3.3.4 Without prior written approval of Manatron, modify or manipulate the data maintained in the standard database structure schema that is documented as part of the Software, except by those provided in the Software.

3.3.5 Without prior written approval of Manatron, modify, extend, or add tables, including, without limitation, the structure and sequence of any database or database files that are used by the Software, including those created by or for Customer under this Agreement; or

3.3.6 Remove the labels or any proprietary legends from the Software or its Documentation.

3.4 **Title.** Manatron reserves all rights not expressly granted to Customer hereunder. Customer understands that the license granted herein transfers neither title nor proprietary rights to Customer with respect to the Software or Documentation. Any data supplied by Customer shall remain the property of Customer.

3.5 **Right to Audit.** Manatron shall have the right, within ten (10) days of Manatron's written request, during normal business hours and at times mutually agreed upon by Manatron and Customer, to audit Customer's use of the Software to monitor compliance with this Agreement. If an audit reveals that Customer has exceeded the restrictions on use, Customer shall be responsible for the reimbursement of all costs related to the audit and prompt payment by Customer to Manatron of the underpayment.

3.6 **Third-Party Software.** Customer acknowledges and agrees that each Third-Party Software product is the property of the respective third-party owner or licensor and that Customer has no right or title, nor will it assert any right or title, in the same except as expressly granted in writing by the terms and conditions of such third-party license or purchase agreement. All Third-Party Software provided to Customer under this Agreement shall be used only

MANATRON

Master No.: _____
Date: _____
© Manatron, Inc. 2011

in accordance with the applicable license agreement from the third-party owner or licensor.

3.7 Tools; Customizations. Customer shall not have any right to independently make such changes to the underlying code of the Software. Customer may develop, and shall retain ownership of, hooks, interfaces, or similar tools for use with the Software, provided that the hook, interface, or tool does not modify any part of the Software or require any modification or alteration of the underlying code of the Software. Manatron shall own all right, title, and interest (including all associated intellectual property rights) in and to any Customizations to the Software.

4. HARDWARE.

4.1 Delivery. If Hardware is provided to Customer under this Agreement, Manatron shall coordinate delivery of the Hardware to Customer. Manatron shall deliver all Hardware to Customer FOB Customer's location.

5. SUPPORT SERVICES.

5.1 Scope. This section governs the support provided by Manatron to Customer during the scope of the implementation described in the Statement of Work attached to the Contract for Purchase of CAMA System. The provisions of this section 5. may also be incorporated into a future Contract for Purchase of Services between Manatron and Customer, upon the mutual written agreement of the parties. Provided that Customer is current in the payment of any applicable support fee, Manatron shall provide the following support services (collectively referred to as "Support Services"):

5.1.1 Telephone Support. Manatron shall provide Customer with telephone support services for Hardware and Software from 8:00 a.m. to 5:00 p.m. Eastern Standard Time (EST), Monday through Friday, excluding the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the immediately succeeding Friday, Christmas Eve, and Christmas Day. Manatron may from time to time amend its holiday Documentation upon at least sixty (60) days' prior written notice to Customer.

5.1.2 Web Site. Manatron shall maintain a web site that contains information concerning the Software and Support Services.

5.1.3 Error Corrections. Manatron will respond to any Errors reported by Customer in accordance with its response policy attached hereto as Appendix A. Manatron may from time to time amend its response policy upon at least sixty (60) days' prior written notice to Customer.

5.1.4 Compliance Updates. Manatron shall exercise due diligence and, in accordance with the highest professional standards, provide Customer, in a timely manner, with Compliance Updates, provided that Customer actively monitors changes in applicable laws and provides Manatron with timely written notification of such changes. Customer understands and agrees that Manatron's ability to meet its obligations under this Section 5.1.4 is contingent upon notification or announcement of the change by the applicable regulatory agency. It is the Customer's responsibility to ensure that notification of any change is given to Manatron in a manner that provides Manatron sufficient time to prepare and distribute the Compliance Update before the effective date of the change. Manatron shall not be responsible for and assumes no liability for any failure by any agency to provide sufficient advance notice of any change or any errors or omissions contained in any information provided by any agency. Most compliance updates may require a nominal technical effort by Manatron. In such case, those updates will be included in the maintenance fees at no additional cost. Any compliance update effort that exceeds 1000 hours of work by Manatron shall be deemed to be more than a nominal effort and shall be spread on an equitable basis across Manatron's affected customer base, on a time and materials basis. Customer will be provided a proposal and quote for any such work.

5.1.5 Versions. Manatron shall provide Customer with new Versions of the Software. Customer understands that its implementation of a new Version may require Customer to upgrade its Computer System.

5.2 Supported Software. Manatron's obligation to provide Support Services shall extend only to the current Release and prior Versions whose Release number begins with the same number or immediately preceding

number. For example, if the current Release is 4.5, Manatron will support only those Versions between 3.x and 4.5. If Customer desires support for earlier Versions of the Software, such support may be treated by Manatron as additional consulting services for which Customer will be billed at Manatron's then-current time-and-material rates.

5.3 Customer Obligations.

5.3.1 Customer shall designate one or more persons, depending on the size and complexity of Customer's application, through whom requests by Customer for Support Services shall be made. Manatron shall not be required to accept calls or requests from anyone other than a designated contact person. Customer may change its designated contact person at any time upon notice to Manatron.

5.3.2 Customer shall implement and follow the reasonable written instructions of Manatron regarding operation of the Software.

5.3.3 Customer shall purchase, install, and maintain a Computer System that complies with the Minimum Requirements.

5.4 Third-Party Software Support. Manatron shall provide Customer with telephone assistance for the Third-Party Software during the hours set forth in Section 5.1.1. If Manatron is unable to resolve a problem with the Third-Party Software, it shall contact the appropriate vendor on Customer's behalf and coordinate and monitor correction efforts by the vendor.

5.5 Hardware Maintenance. Manatron may provide maintenance services for Hardware or third-party hardware and equipment as set forth in the applicable Documentation ("Hardware Maintenance"). Hardware Maintenance shall not include standard supplies such as ribbons, paper, forms, media, print heads, toner, or laser drums. Manatron is not responsible or liable for any problems associated with Customer's installation or use of any third-party hardware, equipment, or system or application software not purchased by Customer from Manatron or the attachment of third-party hardware or equipment to the Customer's Computer System. Manatron is not obligated to repair damage to any Hardware or third-party hardware or equipment caused either directly or indirectly by nuclear radiation, accident, negligence or abuse, electrical power fluctuation, fire, windstorm, acts of terrorism, or acts of God.

5.6 Services Outside Scope. The exclusions set forth in Section 9.3 shall apply to Manatron's obligations to provide Support Services under this Section 5. Services provided by Manatron that are not within Manatron's obligations under this Agreement shall only be performed after the execution of, or an amendment to, a Professional Services Documentation or an approved change control and shall be billed at Manatron's then-current time-and-material charges, including travel and all other out-of-pocket expenses. Manatron shall bill Customer a minimum charge of two (2) hours for all services provided under this Section 5.6.

6. IMPLEMENTATION SERVICES. The implementation services and methodology for this project are described in the Statement of Work attached as Exhibit 1 to the Contract for Purchase of CAMA System.

7. FEES AND PAYMENT TERMS.

The fees and terms of payment for this project are set forth in the Contract for Purchase of CAMA System and Statement of Work.

7.1 Invoices. All invoices shall be paid in accordance with the terms set forth in the Contract for Purchase of CAMA System. If Customer delays an invoice payment for any reason, Customer shall promptly notify Manatron in writing the reasons for such delay. Unless otherwise agreed by both parties, Manatron may apply any payment received to any delinquent amount outstanding.

7.2 Taxes. The fees set forth in this Agreement do not include any amounts for taxes. Unless Customer provides Manatron with proof of exemption therefrom, Customer shall pay all applicable taxes levied by any tax authority based upon this Agreement, the Software, Hardware, and/or any Professional Services performed by Manatron, excluding any taxes based upon Manatron's income. It shall be Customer's sole obligation to challenge the applicability of any tax. If Customer shall become subject to tax at any time following the

execution of this Agreement, Manatron shall have the right to assess the tax liability applicable under this Agreement to Customer, and Customer agrees to pay Manatron for such tax liability within thirty (30) days after receiving written notice of such tax liability from Manatron.

8. ADDITIONAL CUSTOMER RESPONSIBILITIES.

8.1 Communications Equipment. At a minimum, Customer is required to provide Manatron with access to their network over the Internet. Internet-based connections must be secured using the Microsoft Windows or Cisco VPN client. All other VPN clients are not supported.

8.2 Site Condition. Customer shall maintain site conditions that conform to common industry standards for all computer systems and/or media devices.

8.3 Records. Customer agrees to create and maintain timely, accurate, and readable electronic back-ups of all data and program and system files, as deemed necessary by the Customer. **Computer Virus Protection.** Customer shall, at its own expense, install and periodically update a computer virus program to protect its Computer System and database from computer viruses that may, from time to time, be transmitted or downloaded. Manatron shall not be responsible for any computer virus and expressly disclaims any liability for loss or damage caused by any computer virus on Customer's computer platform or database.

8.4 Security. Customer shall, at its own expense, protect the security of its Computer System and prohibit unauthorized access to the Computer System. Manatron shall not be responsible for any security breach and expressly disclaims any liability for loss or damage caused by the unauthorized access to Customer's Computer System.

9. WARRANTIES.

9.1 Software. Manatron warrants that the Software and any Enhancement, Customization, Interface, Compliance Update and Error Correction (hereafter, "Software") will conform in all material respects to the functional specifications contained in its then-current Documentation and in Amended Attachment C (Appendix A to the Statement of Work) for a period of one (1) year after the "Go-Live" date. Manatron agrees to correct or replace, at no charge, any nonconformity of which it receives notice during the warranty period. Manatron's sole obligation to Customer, and Customer's exclusive remedy for breach of warranty under this Section 9.1, is the correction or replacement of any nonconformity at no additional cost to the Customer. Customer shall provide Manatron with written notice that a nonconformity exists, and Manatron shall have a reasonable period of time, based on the severity of the nonconformity, to correct or replace the nonconforming Software. Notwithstanding the foregoing, if during the one-year warranty period, a Priority 1 Nonconformity cannot be corrected and a replacement solution of identical or better functionality cannot be provided, Manatron shall refund to Customer the full purchase price of the nonconforming Software and any services fees directly associated with the installation of the nonconforming Software. For purposes of this warranty, a Priority 1 Nonconformity shall have the meaning set forth in Appendix A to this Master Services Agreement ("Response Policy"). Manatron warrants that the Software does not contain any disabling devices that would allow Manatron to terminate operation of the Software. Manatron further warrants that, to the best of its knowledge, the Software does not contain any viruses.

9.2 Services. Manatron warrants that all Services provided under this Agreement will be performed in a professional and workmanlike manner, consistent with industry standards. Customer's exclusive remedy for breach of this Services warranty is re-performance of the Service at no additional cost to the Customer.

9.3 Exclusions. Manatron's warranty obligations and other obligations under this Agreement with respect to the Software are expressly conditioned upon Customer's proper use and do not include:

9.3.1 Support or correction of errors or increases in service time that result from (a) neglect, misuse, or use other than ordinary use by Customer; (b) failure of electrical power, air conditioning, or humidity controls that cause a computer failure; and (c) modifications made to the Software by other than a representative of Manatron without Manatron's permission;

9.3.2 Problems and errors that Manatron and/or Customer cannot reproduce;

9.3.3 Problems relating to or caused by (a) any hardware, third-party software, Internet Service Provider (ISP), or software that was not supplied by Manatron, or (b) use of a Computer System that does not meet the Minimum Requirements; or

9.3.4 Problems relating to or caused by changes in, or modifications to, the operating characteristics of any computer hardware or operating system for which the Software is procured.

9.4 Corrections of errors, defects, and malfunctions that are traceable to any of the foregoing or to any Customer errors or system changes, any ISP, or any third-party hardware and/or software shall be billed at Manatron's then-current time-and-material rates, including out-of-pocket expenses.

9.5 Disclaimer. THE WARRANTIES SET FORTH IN THIS SECTION 9 ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. MANATRON EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE.

10. CONFIDENTIAL INFORMATION.

10.1 Defined. As used in this Section 10, "Confidential Information" includes the Software and Customizations in any embodiment and either party's technical and business information relating to inventions or software, research and development, future product specifications, engineering processes, costs, profit or margin information, marketing, and future business plans, as well as any and all internal customer and employee information, and any information exchanged by the parties that is clearly marked with a confidential, private, or proprietary legend. Information that is conveyed orally shall be designated as confidential at the time of disclosure and shall be reduced to writing within ten (10) business days. Notwithstanding any provision in this Section 10.1, Customer specifically acknowledges that the Software, including without limitation the database architecture and sequence and Documentation, comprise Confidential Information and know-how that are the exclusive property of Manatron.

10.2 Nondisclosure. The parties agree, unless otherwise provided in this Agreement or required by law, not to use or make each other's Confidential Information available to any third party for any purpose other than as necessary to perform under this Agreement. The recipient shall protect the Confidential Information from disclosure by using the same degree of care, but no less than a reasonable degree of care, that it uses to protect its own confidential information of a like nature to prevent its unauthorized use, dissemination, or publication by its employees or agents. Customer further agrees that it will not allow any form or variation of the Software to enter the public domain. Both parties acknowledge that any breach of its obligations with respect to Confidential Information may cause the other irreparable injury for which there are inadequate remedies at law, and that the non-disclosing party shall be entitled to equitable relief in addition to all other remedies available to it.

10.3 Exceptions. A party's Confidential Information shall not include information that (a) is or becomes publicly available through no act or omission of the recipient; (b) was in the recipient's lawful possession prior to the disclosure and was not obtained by the recipient either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the recipient by a third party without restriction on recipient's disclosure, and where recipient was not aware that the information was the confidential information of discloser; (d) is independently developed by the recipient without violation of this Agreement; or (e) is required to be disclosed by law.

11. INTELLECTUAL PROPERTY INDEMNIFICATION.

11.1 Scope. Manatron agrees to indemnify and defend Customer against any claim or action brought by any third-party for actual or alleged infringement of any United States patent, copyright, or trade secret based upon Customer's own internal use of the Software in accordance with this Agreement and to pay any damages and costs finally awarded against

Customer or paid in settlement. Manatron shall have the sole right to conduct the defense of any claim or action and all negotiations for its settlement, unless the parties to this Agreement agree otherwise in writing.

11.2 Notice. Customer shall give Manatron prompt written notice of any threat, warning, or notice of any claim or action that could have an adverse impact on Manatron's rights in the Software.

11.3 Alternatives. Manatron shall not be responsible for any settlement entered into without its consent. In the event of a claim or action under Section 12.1, Manatron may, with the consent of the Customer, (a) procure for Customer the right to continue using the Software; (b) provide a substitute, non-infringing Software; or (c) terminate this Agreement and refund the license fees paid by Customer, less depreciation, using a ten-year, straight-line method of calculation.

11.4 Exclusions. Manatron shall have no obligation under this Section 11 with respect to any claim or action that is based upon (a) Customer's use of the Software in breach of any term or condition of this Agreement; (b) the use or combination of the Software with any third-party product, software, hardware, or system without Manatron's permission; (c) modification of the Software other than by a representative of Manatron without Manatron's permission; (d) use of a Version of the Software other than the most current Version of the Software, where use of the most current Version would have avoided the claim of infringement.

11.5 Sole Remedy. This Section 11 states Manatron's sole responsibility and obligation, and Customer's sole and exclusive remedy for any infringement claim.

12. LIMITATIONS OF LIABILITY.

12.1 Limitation and Disclaimer. MANATRON'S LIABILITY FOR DAMAGES OF ANY KIND, REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY, SHALL NOT EXCEED MANATRON'S INSURANCE COVERAGE. TO THE EXTENT THAT A CLAIM IS NOT WITHIN MANATRON'S INSURANCE COVERAGE, AND EXCEPT WHERE ANOTHER PROVISION OF THIS AGREEMENT PROVIDES ANOTHER REMEDY, MANATRON'S LIABILITY SHALL NOT EXCEED: (A) IN THE EVENT OF DAMAGES ASSOCIATED WITH A SERVICE OR HARDWARE PRODUCT, THE FEE PAID BY CUSTOMER FOR THAT SERVICE OR HARDWARE PRODUCT UNDER THE APPLICABLE DOCUMENTATION EXCEPT FOR CLAIMS OF BODILY INJURY OR DEATH; OR (B) IN ALL OTHER CASES, THE LICENSE FEE PAID BY CUSTOMER FOR USE OF THE SOFTWARE. IN NO EVENT SHALL MANATRON BE LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR EXCESS COSTS OF REPROCUREMENT ("COVER COST"), INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES RESULTING FROM INTERRUPTION OF USE, LOSS, OR CORRUPTION OF DATA, LOST REVENUE, LOSSES RESULTING FROM SYSTEM SHUTDOWN, FAILURE TO ACCURATELY TRANSFER, READ, OR TRANSMIT INFORMATION, FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION, STOLEN OR MISUSED PASSWORDS, SYSTEM INCOMPATIBILITY OR PROVIDING INCORRECT COMPATIBILITY INFORMATION, OR BREACHES IN SYSTEM SECURITY, WHETHER OR NOT MANATRON HAS, OR SHOULD HAVE HAD, ANY KNOWLEDGE, ACTUAL OR CONSTRUCTIVE, OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

13. GENERAL.

13.1 Customer List; Publicity. Customer authorizes Manatron to use Customer's name in its list of Customers. The parties agree that either party or both may issue a mutually acceptable news release regarding Customer's use of the applicable Software and Support Services. Each party's approval of such news release will not be unreasonably withheld or delayed. Once a press release has been issued, Manatron may publicly refer to Customer (by name

only) as being a customer of Manatron, and only in relation to this Agreement except as otherwise authorized by Customer.

13.2 Amendments. No provision of this Agreement may be amended or modified except by a written document signed by duly authorized representatives of both parties.

13.3 Notices.

13.3.1 Delivery. Except as otherwise provided herein, any notice or other communication between the parties hereto regarding the matters contemplated by this Agreement may be sent by United States mail (first class, airmail, or express mail), commercial courier, facsimile, or electronic mail, in each case delivered to the address specified for the recipient.

13.3.2 Receipt. Communications shall be deemed received, if by mail, on the earlier of receipt or the third calendar day after deposit in the mail with postage prepaid; if by courier, when delivered as evidenced by the courier's records; if by facsimile, upon confirmation of receipt by the sending telecopier; and if by electronic mail, when first available on the recipient's mail server. If received on a day other than a business day, or on a business day but after 4:30 p.m., recipient's local time, the communication will be deemed received at 9:00 a.m. the next business day.

13.3.3 Contact Person. Notices shall be addressed to the attention of the contact person listed in Section 15 of the Contract for Purchase of CAMA System.

13.4 Technology Life Expectancy. Customer understands, acknowledges, and agrees that the technology upon which the Hardware, Software, and Third-Party Software is based changes rapidly. Customer further acknowledges that Manatron will continue to improve the functionality and features of the Software to improve legal compliance, accuracy, functionality, and usability. As a result, Manatron does not represent or warrant that the Hardware, Software, and/or Third-Party Software provided to Customer under this Agreement or that the Computer System recommended by Manatron will function for an indefinite period of time. Rather, Manatron and Customer may, from time to time, analyze the functionality of the Hardware, Software, Third-Party Software, and Computer System in response to changes to determine whether Customer must upgrade the same. Customer upgrades may include, without limitation, the installation of a new Release, additional disk storage and memory, and workstation and/or server upgrades. Customer upgrades may also include the installation and/or removal of Third-Party Software. Customer is solely responsible for all costs associated with future resources and upgrades.

13.5 Excusable Delays. Neither party shall incur liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement, excluding payment obligations, where such failure is caused in whole or in part by events, occurrences, or causes beyond the reasonable control of the party, provided that such party has taken reasonable steps to mitigate the effects of such delay.

Master No.: _____
Date: _____

APPENDIX A
RESPONSE POLICY

Manatron shall respond to any Errors reported by Customer based on the priority code assigned to such Error. Customer shall identify the priority code when it initially reports the Error to Manatron. Manatron may, in its reasonable discretion, re-classify the Error after its initial investigation. If Customer requests, in writing, that the Error be resolved with a priority code higher than the assigned level, Customer will pay Manatron for that support on a time-and-materials basis at Manatron's then current rates. The priority codes and responses are as follows:

Priority	Definition/Impact	Manatron's Responses
1	The problem causes an immediate major impact on Customer's business. The problem has caused Customer's use of the software, or a significant component thereof, to stop or substantially deviate from the Documentation. No timely workaround exists.	Manatron will use all commercially reasonable efforts to: (i) respond to Customer within one hour, indicating that Manatron has received the report of the error; (ii) provide an initial status report to Customer within two hours, and regularly communicate thereafter the status of a reported incident; and (iii) provide the appropriate modifications, bug fixes, and other changes to the software as soon as reasonably possible.
2	The problem causes an impact on Customer's business. A workaround is not available; however, processing can still continue but in a restricted manner.	Manatron will use all commercially reasonable efforts to: (i) acknowledge receipt of the error within four hours of the report; (ii) verify the reported error and regularly communicate the status to Customer; and (iii) provide the appropriate modifications, bug fixes, and other changes to the software within ten days, or to continue its efforts indefinitely beyond this period when an error remains unresolved.
3	The problem has a minor impact on Customer's business. The problem does not prevent operation of the software.	Manatron will use all commercially reasonable efforts to: (i) acknowledge receipt of the error within one business day of the report; and (ii) respond to the error within thirty days.
4	The problem has no business impact.	Manatron will use all commercially reasonable efforts to: (i) acknowledge receipt of the error within one business day of the report; and (ii) consider addressing the issue in a future version or release.

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