



## AMENDMENT TO SUBSCRIPTION AGREEMENT

This Amendment is made between Tyler Technologies, Inc., with offices at 5519 53<sup>rd</sup> Street, Lubbock, Texas 79414 ("Tyler") and the Panola County, with offices at 110 Sycamore Street, Carthage, TX 75633 ("Client").

WHEREAS, Client and Tyler are parties to the contract numbered 2014-0030 dated February 14, 2014 governing Client's access to the software and services ("Software") described therein; and

WHEREAS, Client desires to purchase off the Sourcewell Contract to procure Employee Self Service and ESS Time and Attendance software functionality from Tyler and is empowered to do so under § 791.025 of the Texas Government Code as a member of Sourcewell, a political subdivision of the State of Minnesota, which Tyler agrees to deliver pursuant to the Sourcewell Contract and under the terms and conditions set forth below;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

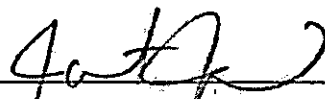
1. The term of the Agreement is hereby renewed for a five (5) year term commencing on April 1, 2019 and expiring on March 31, 2024 ("Term"). Upon expiration of the initial term, this Amendment will renew automatically for additional one (1) year renewal terms at our then-current Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term.
2. The items set forth in the sales quotation attached as Exhibit 1 to this Amendment are hereby added to the Agreement as of the execution of this Amendment. Payment of fees and costs for such items shall conform to the following terms:
  - a. As of the effective date of this Amendment, the annual SaaS fees payable under the Agreement shall be increased by \$5,940.00, totaling \$42,184/year to be billed at \$10,546 per quarter.
3. Unless otherwise provided herein, services identified at Exhibit 1 and added to the Agreement pursuant to this Amendment, along with applicable expenses, shall be invoiced as provided and/or incurred.
4. The subscription fees are based on the number of six (6) users described in the Agreement, and the Software may be accessed by no more than this number. Additional user subscriptions may be added during the Term at the same pricing as that for the current subscriptions, prorated for the remainder of the Term in effect at the time the additional user subscriptions are added.
5. All terms and conditions of the Agreement not herein amended shall remain in full force and effect.

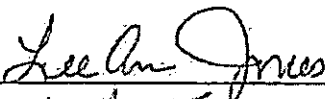
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Amendment as of the date(s) set forth below.

Tyler Technologies, Inc.  
Local Government Division

Panola County

By:   
Name: Janet Joiner  
Title: Exec. VP, Finance, L&D  
Date: 3/20/19

By:   
Name: Lee Ann Jones  
Title: County Judge  
Date: 3-19-19



## **Exhibit 1**

### **Investment Summary**

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

In the event a comment in the following sales quotation conflicts with a provision of this Amendment, the provision in this Amendment shall control.

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Quoted By: Lori Dudley  
 Quote Expiration: 3/27/2019  
 Quote Name: Panola County - LGD - ESS and ESS T&A  
 Quote Number: 2019-66342  
 Quote Description:

**Sales Quotation For**  
 Joni Reed  
 Panola County  
 110 S Sycamore St Ste 212  
 Room 212  
 Carthage , TX 75633-2543  
 Phone: +1 (903) 693-0391  
 Email: joni.reed@co.panola.tx.us

**Tyler Software and Related Services - Annual**

Description	One Time Fees			Annual Fee
	Impl. Hours	Impl. Cost	Data Conversion	
<b>Personnel Management Suite</b>				
Employee Self Service (Employee Portal)	32	\$4,000	\$0	\$0
ESS Time & Attendance (Number of FTE Employees) ( 180 )	32	\$4,000	\$0	\$5,940
	<i>Sub-Total:</i>	<i>\$8,000</i>	<i>\$0</i>	<i>\$5,940</i>
	<b>TOTAL:</b>	<b>\$8,000</b>	<b>\$0</b>	<b>\$5,940</b>

Summary	One Time Fees	Recurring Fees
Total Tyler Annual	\$0	\$5,940
Total Tyler Services	\$8,000	\$0
Total Third Party Hardware, Software and Services	\$0	\$0
<b>Summary Total</b>	<b>\$8,000</b>	<b>\$5,940</b>
<b>Contract Total</b>	<b>\$13,940</b>	

All terms and conditions and payment schedules of the Agreement remain in full force and effect.

Please Note: Services will be performed remotely in a Train-the-Trainer scenario.



**EXCEPTIONS TO PROPOSAL TERMS, CONDITIONS  
AND SOLUTIONS REQUEST**



Company Name: Tyler Technologies

Note: Original must be signed and inserted in the inside front cover pouch.

Any exceptions to the Terms, Conditions, Specifications, or Proposal Forms contained herein shall be noted in writing and included with the proposal submittal. Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA and may or may not be included in the final contract. NJPA may clarify exceptions listed here and document the results of those clarifications in the appropriate section below.

Tyler's contract negotiation philosophy is to balance the rights and responsibilities of both Tyler and the client, taking into account issues of special importance to each party. The following exceptions are based on our standard contract. Tyler reserves the right to negotiate any and all terms to the mutual satisfaction of the parties.

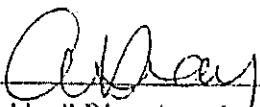
Tyler has previously submitted a successful proposal to the NJPA, and has enjoyed a fruitful relationship with the agency. Tyler expects to reengage on similar terms and conditions as the parties have previously enjoyed, except as modified by the mutual agreement of the parties.

-Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
Section 8(G)	<u>Contract; Definitions; Entire Agreement</u>	Tyler is willing to incorporate the RFP and Tyler's Proposal into the contract by reference, so long as the order of priority in the event of any conflict is: (1) the Agreement; (2) Tyler's Proposal; and (3) the RFP.	
Section 3.23.2	<u>Use of Subcontractors</u>	In the event Tyler must use a subcontractor on an NJPA contract, Tyler will assume "prime vendor" responsibility relating to the services provided by the subcontractor. In the event software or maintenance is provided by the subcontractor, then Tyler will pass through any warranties it receives from the subcontractor and/or Tyler will include provide the subcontractor's end-user license agreement and maintenance/support agreement with the terms and conditions directly binding the subcontractor to the customer.	NJPA Accepts
Section 3.35	<u>Warranty</u>	The Tyler Software will perform without "Defect," where Defect is understood to be a failure to substantially conform with the functional requirements set forth in Tyler's proposal, or their functional equivalent. Tyler will resolve Defects in accordance with its support call process for so long as a customer has a Maintenance and Support Agreement in effect.	NJPA Accepts
Section 3.36	<u>Additional Warrants</u>	Tyler's software warranty is set forth above. Tyler warrants that its services will be provided in a professional, workmanlike manner, consistent with industry standards. Tyler does not agree to implied warranties,	NJPA Accepts

		including but not limited to the warranties of merchantability or fitness for a particular purpose.	
Section 5	<u>Pricing</u>	<p>Tyler's Proposal contains estimates of the amount of services and associated expenses that may be needed. The actual amount of services and expenses depends on such factors as the client's level of involvement in the project and the speed of knowledge transfer. If required, Tyler will provide a not-to-exceed quote once the scope of services has been finalized. Tyler is willing to hold rates for additional licenses and services for twelve (12) months from the effective date of the contract.</p> <p>Tyler's service fees do not include travel expenses. The client shall be liable for Tyler's actual travel expenses, which Tyler will incur in accordance with its then-current business policy. Tyler's current business travel policy is attached to its contract as an exhibit.</p> <p>The fees quoted by Tyler do not include any taxes, including, without limitation, sales, use or excise tax. All applicable taxes shall be paid by Tyler to the proper authorities and shall be reimbursed by client to Tyler. In the event client possesses a valid direct-pay permit, client will forward such permit to Tyler on the effective date of the contract. In such event, client shall be responsible for remitting all applicable taxes to the proper authorities. If tax-exempt, client shall provide Tyler with the City's tax-exempt certificate.</p> <p>Tyler's license fees are "fixed" at quoted and then-current rates. If hosted, Tyler agrees not to increase SaaS fees during the initially quoted SaaS term. If self-hosted, Tyler agrees not to increase maintenance costs by more than 5%, year-over-year, for the first five years of the contract.</p>	NJPA Accepts in part. See Clarification #1
Section 5	<u>Product and Price Changes</u>	<p>Please see Tyler's statements above regarding rate holds. A customer can increase products and services at any time after contract execution. License quantities may not be reduced post-contract; a customer may decide not to use previously quoted services, in which case those services will not be billed to the customer.</p> <p>Tyler reserves the right to increase its pricing consistent with industry trends, including but not limited to a 5% increase in maintenance and support services (applied year-over-year) for at least five years from</p>	See Clarification #1

		the effective date of the contract.	
Section 6	<u>Insurance</u>	Tyler will provide a certificate of insurance as evidence that it has acquired the required insurance coverage. Tyler's CGL policy does not include contractual liability or XCU coverage. In the event Tyler uses a subcontractor in an NJPA Member contract, Tyler will require that subcontractor to carry insurance that meets at least the minimum levels set forth in the NJPA's RFP.	NJPA Accepts
Section 7.3	<u>Additional Terms and Conditions</u>	Tyler expects to use the standard Tyler contract (encompassing license, services, and maintenance terms, as well as general terms and conditions, for either self-hosted or SaaS) as the basis for beginning good-faith contract negotiations with NJPA Members, as it contains language specific to the software industry, such as license grant and intellectual property infringement. Tyler recognizes that there may be clauses of particular importance to NJPA Members that are not included in the Tyler contract. Tyler is amenable to accommodating those contract requests by incorporating mutually agreed clauses into the contract.	NJPA Accepts
Section 7.5	<u>Performance Bond</u>	A performance bond, if required, will come at an additional cost to the NJPA Member, which cost will be documented in the contract's Investment Summary. The bond will be written on the paper of Tyler's surety agent, and will be valid for 24 months from the effective date of the contract. Any extension of that term will come at an additional cost to the NJPA Member.	NJPA Accepts
Section 7(H)	<u>Termination</u>	Tyler shall have thirty (30) days from NJPA's notice of intent to terminate to cure a material breach or arrive at a mutually agreeable plan to cure.	NJPA Accepts
Section 8(B)	<u>Applicable Law</u>	Tyler reserves the right to negotiate the applicability of the UCC and the FAR laws to the Tyler-NJPA contract. Any Tyler-NJPA Member contract shall be governed by the law of the NJPA Member's state of domicile, and not by the UCC.	NJPA Accepts
Section 8.10	<u>Patent and Copyright Infringement</u>	Tyler shall defend, indemnify and hold harmless the NJPA and/or an NJPA Member from a third-party claim that the Tyler Software infringes that third-party's intellectual property rights according to the process set forth in the Tyler standard contract.	NJPA Accepts

Section 8(C)	<u>Assignment of Contract</u>	Neither party shall assign its rights without the prior consent of the other, except that Tyler may assign its rights without NJPA's prior consent in the event Tyler undergoes a change of control.	NJPA Accepts
Section 8(F)	<u>Data Practices</u>	Tyler shall retain ownership of (i) all Tyler software; and (ii) all proprietary information contained in all other deliverables. Tyler reserves the right to protest the public disclosure of its confidential information and/or trade secrets consistent with applicable law upon notice from NJPA that such information has been requested.	

Proposer's Signature:   
 Abigail Diaz, Associate General Counsel


Date: November 2, 2015

NJPA's clarification on exception/s listed above:

Any proposed exceptions not explicitly accepted by NJPA are hereby rejected and are not made part of the contract.

CLARIFICATIONS:

1. Awarded Vendor will need to follow the procedure set forth for Price and Product changes.





Contract Award  
RFP # 110515

**FORM D**



**Formal Offering of Proposal**  
(To be completed Only by Proposer)

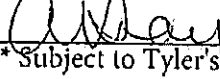
PUBLIC SECTOR ADMINISTRATIVE-RELATED SOFTWARE SOLUTIONS & TECHNOLOGY SERVICES  
In compliance with the Request for Proposal (RFP) for PUBLIC SECTOR ADMINISTRATIVE-RELATED SOFTWARE SOLUTIONS & TECHNOLOGY SERVICES the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: Tyler Technologies, Inc. Date: November 2, 2015

Company Address: One Tyler Drive

City: Yarmouth State: ME Zip: 04096

Contact Person: Ehren Morse Title: Sales Operations Manager (800-772-2260 ext. 4662)

Authorized Signature (ink only):  \*\* Abigail Diaz, Associate General Counsel  
\*\* Subject to Tyler's stated exceptions and Proposal scope. (Name printed or typed)



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA #110515 PUBLIC SECTOR ADMINISTRATIVE-RELATED SOFTWARE SOLUTIONS & TECHNOLOGY SERVICES

Tyler Technologies, Inc.
Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be December 15, 2015 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance (NJPA)

NJPA Authorized signature: [Signature] Dr. Chad Coquette
NJPA Executive Director (Name printed or typed)

Awarded this 15th day of December, 2015 NJPA Contract Number # 110515-TTI

NJPA Authorized signature: [Signature] Scott Veronen
NJPA Board Member (Name printed or typed)

Executed this 15th day of December, 2015 NJPA Contract Number # 110515-TTI

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name Tyler Technologies, Inc.

Vendor Authorized signature: [Signature] Abbey Diaz
(Name printed or typed)

Title: Associate General Counsel

Executed this 21st day of December, 2015 NJPA Contract Number # 110515-TTI

**PROPOSER ASSURANCE OF COMPLIANCE**



**Proposal Affidavit Signature Page**

**PROPOSER'S AFFIDAVIT**

The undersigned, representing the persons, firms and corporations joining in the submission of the foregoing proposal (such persons, firms and corporations hereinafter being referred to as the "Proposer"), being duly sworn on his/her oath, states to the best of his/her belief and knowledge:

1. The undersigned certifies the Proposer is submitting their proposal under their true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, that the Proposer possesses, or will possess prior to the delivery of any equipment/products and related services, all applicable licenses necessary for such delivery to NJPA members agencies nationally, and that they are authorized to act on behalf of, and encumber the "Proposer" in this Contract; and
2. To the best of my knowledge, no Proposer or Potential Proposer, nor any person duly representing the same, has directly or indirectly entered into any agreement or arrangement with any other Proposers, Potential Proposers, any official or employee of the NJPA, or any person, firm or corporation under contract with the NJPA in an effort to influence either the offering or non-offering of certain prices, terms, and conditions relating to this RFP which tends to, or does, lessen or destroy free competition of the Contract sought for by this RFP; and
3. The Proposer or any person on his/her behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the manner of the proposal or award of the referenced contract; and
4. Neither the Proposer nor any officer, director, partner, member or associate of the Proposer, nor any of its employees directly involved in obtaining contracts with the NJPA or any subdivision of the NJPA, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985; and
5. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the proposal submittal; and
6. If awarded a contract, the Proposer will provide the equipment/products and/or services to qualifying members of the NJPA in accordance with the terms, conditions, scope of this RFP, Proposer offered specifications and other documents of this solicitation; and
7. The undersigned, being familiar with and understand the expectations requested and outlined in this RFP under consideration, hereby proposes to deliver through valid requests, Purchase Orders or other acceptable forms ordering and procurement by NJPA Members. Unless otherwise indicated, requested and agreed to on a valid purchase order per this RFP, only new, unused and first quality equipment/products and related services are to be transacted with NJPA Members relating to an awarded contract; and
8. The Proposer has carefully checked the accuracy of all proposed products/equipment and related services and listed total price per unit of purchase in this proposal to include shipping and delivery considerations. In addition, the Proposer accepts all general terms and conditions of this RFP, including all responsibilities of commitment as outlined and proposed; and

9. In submitting this proposal, it is understood that the right is reserved by the NJPA to reject any or all proposals and it is agreed by all parties that this proposal may not be withdrawn during a period of 90 days from the date proposals were opened regarding this RFP; and
10. The Proposer certifies that in performing this Contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders; and
11. The Proposer understands that submitted proposals which are marked "confidential" in their entirety, or those in which a significant portion of the submitted proposal is marked "nonpublic" will not be accepted by NJPA. Pursuant to Minnesota Statute §13.37 only specific parts of the proposal may be labeled a "trade secret." All proposals are nonpublic until the contract is awarded; at which time, both successful and unsuccessful vendors' proposals become public information.
12. The Proposer understands and agrees that NJPA will not be responsible for any information contained within the proposal.
13. By signing below, the Proposer understands it is his or her responsibility as the Vendor to act in protection of labeled information and agree to defend and indemnify NJPA for honoring such designation. Proposer duly realizes failure to so act will constitute a complete waiver and all submitted information will become public information; additionally failure to label any information that is released by NJPA shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

**[The rest of this page has been left intentionally blank. Signature page below]**

By signing below, Proposer is acknowledging that he or she has read, understands and agrees to comply with the terms and conditions specified above.

Company Name: Tyler Technologies, Inc.

Contact Person for Questions: Ehren Morse

(Must be individual who is responsible for filling out this Proposer's Response form)

Address: One Tyler Drive

City/State/Zip: Yarmouth, ME 04096

Telephone Number: 800-772-2260 ext. 4662 Fax Number: 207-781-4606

E-mail Address: ehren.morse@tylertech.com

Authorized Signature: 

Authorized Name (typed): Abigail Diaz

Title: Associate General Counsel

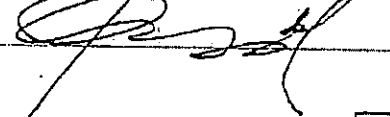
Date: November 2, 2015

**Notarized**

Subscribed and sworn to before me this 2nd day of November, 2015

Notary Public in and for the County of Cumberland State of Maine

My commission expires: November 2, 2018

Signature: 

JOEL P. LLOYD  
Notary Public, State of Maine  
My Commission Expires Nov. 2, 2018



**PROPOSER QUESTIONNAIRE**  
**Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, Industry Specific**

Proposer Name: Tyler Technologies, Inc.,

Questionnaire completed by: Ehren Morse, Sales Operations Manager

**Payment Terms and Financing Options**

- 1) Identify your payment terms if applicable. (Net 30, etc.)  
**Tyler Response: Tyler's standard payment terms are set forth in its Invoicing and Payment Policy, which is provided as Exhibit B to Tyler's standard contract. As noted therein, payment is due within 45 days of the invoice date.**
  
- 2) Identify any applicable leasing or other financing options as defined herein.  
**Tyler Response: Tyler has partnered with several leasing and financing companies selected by clients, including Diversified Lenders.**
  
- 3) Briefly describe your proposed order process for this proposal and contract award. (Note: order process may be modified or refined during an NJPA member's final Contract phase process).
  - a. Please specify if you will be including your dealer network in this proposal. If so, please specify how involved they will be. (For example, will the Dealer accept the P.O.?), and how are we to verify the specific dealer is part of your network?  
**Tyler Response: Tyler will provide a custom quote for each opportunity based on the price and discounts offered within the response. A signed agreement and purchase order for the software and services will result in product shipped.**
  
- 4) Do you accept the P-card procurement and payment process?  
**Tyler Response: Tyler does accept P-card payments, but payments are restricted to five thousand dollars or less.**

**Warranty**

- 5) Describe, in detail, your Manufacture Warranty Program including conditions and requirements to qualify, claims procedure, and overall structure.  
**Tyler Response: Tyler's software warranty is to warrant against "Defects" in the Tyler Software, where a "Defect" is a failure to substantially conform to the functional requirements set forth in Tyler's proposal, or their functional equivalent. Tyler will resolve a Defect according to its Support Call Process for so long as the customer has a Maintenance and Support Agreement in effect. Tyler warrants that it will perform services in a professional, workmanlike manner, consistent with industry standards.**
  
- 6) Do all warranties cover all products/equipment parts and labor?  
**Tyler Response: Tyler's software warranty covers all "Tyler Software," which is defined as Tyler's proprietary software (including customizations and integrations) that are within the contract scope. Tyler's services warranty applies to all services, including maintenance and support, provided by Tyler personnel.**

7) Do warranties impose usage limit restrictions?

**Tyler Response: Please see Tyler's response to #6.**

8) Do warranties cover the expense of technicians travel time and mileage to perform warranty repairs?

**Tyler Response: Tyler intends to perform maintenance and support services remotely. In the event a Defect cannot be cured remotely, Tyler will travel onsite at its own expense, unless it is determined that the reason onsite support was required was a reason outside of Tyler's control.**

9) Please list any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs. How will NJPA Members in these regions be provided service for warranty repair?

**Tyler Response: None.**

### **Equipment/Product/Services, Pricing, and Delivery**

10) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

**Tyler Response: Tyler is responsible for helping thousands of public sector clients do what they do best—serve their communities. Our solutions help government be more efficient, more accessible and more responsive to the needs of citizens in 9 major areas: Appraisal & Tax, Citizen Services, Courts & Justice, Document Management, Education Management, Financial Management, Land & Vital Records, and Public Safety. Our structure, our methodologies, our products, and our services are all developed with our relationship to the public sector in mind. We believe that this serves our clients better than any other company. We understand their operations, we value their business, and we bring them the necessary tools to serve their constituents. Tyler Technologies is clearly an industry leader by any standards. And with a single vertical market, our clients rest assured that all of our resources are used to enhance the products they use.**

11) Provide a general narrative description of your pricing model identifying how the model works (line item and/or published catalog percentage discount).

**Tyler Response: The buyers demographics will determine the line item price for each software license or service. A discount percentage is offered to NJPA buyers and will be applied and reflected in the Investment Summary.**

12) Please quantify the discount range presented in this response pricing as a percentage discount from MSRP/published list.

**Tyler Response: Tyler will discount then-current license fees by 10%**

13) Provide an overall proposed statement of method of pricing for individual line items, percentage discount off published product/equipment catalogs and/or category pricing percentage discount with regard to all equipment/products and related services and being proposed. Provide a SKU number for each item being proposed.

**Tyler Response: Tyler's software and services pricing are based on established pricing methods determined by the purchasing entities demographics such as population, total budget, number of real estate parcels etc.**

14) Propose a strategy, process, and specific method of facilitating "Sourced Equipment/Products and/or related Services" (AKA, "Open Market" items or "Non-Standard Options").

**Tyler Response: Tyler will work closely with NJPA and will accommodate the purchase of goods/services outside of the Tyler submission if available.**

15) Describe your NJPA customer volume rebate programs, as applicable.

**Tyler Response: Not Applicable**

16) Identify any Total Cost of Acquisition (as defined herein) cost(s) which is NOT included "Pricing" submitted with your proposal response. Identify to whom these charges are payable to and their relationship to Proposer.

**Tyler Response:** Tyler has not included the hardware that will be required for self-hosting the Tyler solutions. However, many of the solutions are available in a hosted environment so the hardware is not always required if the member selects the SaaS option.

17) If freight, delivery or shipping is an additional cost to the NJPA member, describe in detail the complete shipping and delivery program.

**Tyler Response:** Hardware items are shipped to the customer directly from third party vendors that are purchased through Tyler. These vendors very rarely charge for shipping for these items.

18) As an important part of the evaluation of your offer, indicate the level of pricing you are offering.

Prices offered in this proposal are:

- a. Pricing is the same as typically offered to an individual municipality, Higher Ed or school district.
- b. Pricing is the same as typically offered to GPOs, cooperative procurement organizations or state purchasing departments.
- c. Better than typically offered to GPOs, cooperative procurement organizations or state purchasing departments.
- d. Other; please describe.

**Tyler Response:** Tyler will discount then-current license fees by 10%

19) Do you offer quantity or volume discounts?

YES  NO Outline guidelines and program.

**Tyler Response:** Tyler may consider a large volume discount, such as multiple entities procuring together, however this would be considered on a case by case basis.

20) Describe in detail your proposed exchange and return program(s) and policy(s).

**Tyler Response:** Tyler's software warranty is to warrant against "Defects" in the Tyler Software, where a "Defect" is a failure to substantially conform to the functional requirements set forth in Tyler's proposal, or their functional equivalent. Tyler will resolve a Defect according to its Support Call Process for so long as the customer has a Maintenance and Support Agreement in effect. Tyler warrants that it will perform services in a professional, workmanlike manner, consistent with industry standards. Tyler passes through to its clients all warranties received on third party products.

21) Specifically identify those shipping and delivery and exchange and returns programs as they relate to Alaska and Hawaii and any related off shore delivery of contracted products/ equipment and related services

**Tyler Response:** The fees quoted by Tyler do not include shipping charges on hardware purchased through Tyler, for which the customer is responsible.

22) Please describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with NJPA. Please be as specific as possible.

**Tyler Response:** Tyler monitors all purchases via our internal CRM tracking system. NJPA contracts are tracked at the onset via our Sales staff and then monitored by our operations and accounting personnel.

### Industry-Specific Items



- 24) Demonstrate your company's ability to serve NJPA's national membership base:
- a. How many states do you have current customers in that fall within NJPA's membership verticals (governmental, educational and not-for-profits)?

**Tyler Response: Tyler has customers in all states, the U.S. Virgin Islands & Guam.**

- b. List the states in which your company is not currently doing governmental, educational, and not-for-profit business in? Explain why.

**Tyler Response: None.**

- 25) In which states (if any) does your company currently have restrictions that prohibit you from selling in those states? Explain those restrictions.

**Tyler Response: None.**

- 26) Demonstrate your company's ability to provide transparent pricing for all costs associated with a potential purchase, including license fees, travel, training, support, implementation, ongoing service, annual maintenance, system updates, upgrades, and enhancements.

**Tyler Response: Tyler will provide a detailed Investment Summary that includes all fees and services required for a complete implementation of the solution to each buyer prior to any selection or contract.**

- 27) List the departments within an NJPA Member's operation that your software system targets (i.e., state government, city government, county government, K-12, higher education, non-for-profit, utilities, special districts, and other).

**Tyler Response: All the above**

- 28) Demonstrate your company's ability to provide:

- a. online help and support
- b. single input of data that can be shared with other modules without duplicate entry
- c. real time data and information
- d. system and user documentation and training manuals
- e. rigorous on-site training and support
- f. capacity for unlimited users to work simultaneously
- g. role-based security permissions
- h. periodic password changes
- i. software/system integration across customer (NJPA Member) departments—both within your company and across competitors' systems

**Tyler Response: We know it's not enough to simply deliver the best technology solutions — which is why we back our software applications with a full suite of services. Through these client services, we're here to help you generate maximum results and realize the best return on investment possible — all with minimum time, effort and cost.**

**With our deep domain expertise and decades of experience serving the public sector, our expert staff understands that implementing your products and keeping your software up and running is critical to your bottom line. From converting and implementing your Tyler product to providing product training and ongoing technical support, at Tyler we're here to empower you every step of the way.**

**Implementation**

When you start out with any Tyler product, you'll have an assigned implementation team. From system setup and configuration to helping your work group manage change, your Tyler experts work with you every step of the way. For the formative months after you're up and running on your new Tyler solution, you'll have the close, proactive attention of a Tyler team to help you through all the "firsts" you encounter.

### **Ongoing Support Day In and Day Out**

When you have software-related questions or issues, you need access to quick, friendly and knowledgeable support. That's why we go beyond a typical call center or help desk department. We not only offer multiple channels for finding fast and courteous client support (toll-free calls, client portals, online support, live chat and more) but we employ some of the friendliest, most knowledgeable professionals in the industry.

### **Training**

We know high-quality training means a satisfied client. We are committed to offering a variety of training and continuing education opportunities to meet your needs. We're excited to offer online training and continuing education opportunities for Tyler products. From beginner to advanced, we have the classes you want with tips and tricks, in-depth product training and key information to help you better serve your citizens.

### **Additional Services**

Depending upon your office's specific needs and goals, you may find that you require additional technical services. We offer a number of additional services, many specific to the product or solution area, or specific to a particular issue or situation. From disaster recovery and change management to database administration and consulting, our experts will make sure your office works at the speed of business.

Designed specifically for the public sector, Tyler's Munis Financial Management suite of applications can handle every aspect of your accounting, budgeting and procurement. As a core component of our advanced enterprise resource planning software, it is specifically designed to work the way you do.

### **Key Munis Financials Features:**

- **Web-based access to Munis applications and your data.**
- **Abridged, user-friendly views and access to data via the Role Tailored Dashboard**
- **Powerful Central Programs, such as budget and expenditure centrals.**
- **Seamless integration with other business systems for easy sharing of information.**
- **Flexible, complete local, state and federal reporting that can be customized to your unique requirements and to address legislative changes.**
- **Forecasting and analysis for accurate and successful strategic planning.**
- **Complete integration with Tyler's electronic document management system.**
- **Advanced role-based security.**
- **Detailed audit trails.**
- **Tyler CAFR Statement Builder, which walks you through the process of importing your data and generating adjustments required to report on a full-accrual basis.**

And the Munis Financial Management solutions completely integrate with Munis Work Force Management and Munis Citizen Service and Revenues helping you further streamline processes throughout your organization.

- True multi-fund accounting systems designed specifically for public sector.
- Compliant with GAAFR and GAAP Standards.
- Provides easy access to up-to-date and accurate data in real time.
- Centralizes data and tools across the organization.
- Reduces redundant data entry and creates a "single version of the truth".
- Delivers strategic insight into financial processes.
- Provides real-time visibility into budget compliance, deviations and variances.

At Tyler, we understand that your operations depend on accurate and reliable financial data. That's why the core business logic upon which our applications are built is proven, functionally mature and industry-specific. And it's why thousands of clients rely on Tyler Financial Management products to deliver accurate, transparent, and efficient financial operations every day.

29) Provide the percentage of your total annual revenue derived from administrative-related software sales to governmental, educational, and not-for-profit entities. (This includes revenue from software, services, maintenance, and other sources.)

**Tyler Response: 100%**

30) What percentage of your revenue is derived from each of the following: software license fees, maintenance fees, professional services/consulting, and SaaS revenue?

**Tyler Response: Tyler has provided its 2014 Annual Report with its response. The requested revenue breakdown can be found on page 26 of the annual report along with information concerning prior years as well.**

31) What is your company's annual research and development investment for public sector administrative-related software, both in terms of financial investment and the total number of employees dedicated to the R&D function? How much of your R&D is the result of customer requests (enhancement, new functionality)?

**Tyler Response: Tyler spends approximately \$60 million dollars per year on product development. Tyler employs nearly 570 developers who work on and advance Tyler's products. Based on 2014 revenues of \$493 million, this equals approximately 12.1% of total revenues. Please note that this percentage is different than the official accounting designation of Research and Development (5.2% in 2014).**

32) How many of your employees work in each of the following areas: sales and marketing, product development, client service, client support, other (describe)?

**Tyler Response:**

- Development: 636**
- Implementation: 966**
- Support: 591**
- Appraisal: 235**
- SaaS: 54**
- Finance and Admin: 165**
- Sales: 220**
- IT: 49**
- Marketing: 37**

33) Provide the number of offices and their locations for your organization.

**Tyler Response:**

- Arizona 8950 S. 52nd Street, Ste 309 Tempe, AZ 85284
- Colorado 14142 Denver W. Pkwy, Ste 155, Lakewood, CO 80401
- Georgia 2160 Satellite Blvd Suite 300, Duluth, GA 30097
- Illinois 2604 E. Dempster St, Park Ridge, IL 60068
- Iowa 2730 Ford Street, Ames, IA 50010
- Maine 700 Mount Hope Ave. Ste 101, Bangor, ME 04401  
370 US Route 1, Falmouth, ME 04105  
One Tyler Drive, Yarmouth, ME 04096
- Massachusetts 340 Fordham Rd, Suite A, Wilmington, MA 01887  
33 Boston Post Rd, Suite 360, Marlborough, MA 01752
- Michigan 1194 Oak Valley Drive Suite 150, Ann Arbor, MI 48108
- Missouri 1601 Iron St., N. Kansas City, MO 64116  
116 Cliff Cave Road St. Louis, MO 63129
- Montana 11 N 26th St., Billings, MT 59101
- New Hampshire Heron Cove Office Park II, 10 Al Paul Lane Suite 202, Merrimack, NH 03054
- New York 23 British American Blvd, Latham, NY 12110
- Ohio 4100 Miller-Valentine Court, Moraine, OH 45439
- Ontario 90 Sheppard Ave. East Suite 602, Toronto, Ontario M2N 3A1
- South Dakota 4400 Technology Dr. Suite 100, Sioux Falls, SD 57106
- Texas 526 University Dr. E., Ste 201A, College Station, TX 77840  
911 West Loop 281 Suite 400, Longview TX 75605  
5519 53rd St, Lubbock, TX 79414  
5101 Tennyson Parkway, Plano, TX 75024
- Washington 2114 Caton Way SW, Olympia, WA 98502-1105  
1601 East Valley Road Suite 200, Renton, WA 98057
- Wisconsin 10617 W. Oklahoma Ave. Ste U-1, West Allis, WI 53227

34) Provide statistics detailing the number of employees your company has added over the past five years.

**Tyler Response: Tyler has added approximately 1,200 employees in the past five years.**

35) Provide the average employee tenure for your technical support team.

**Tyler Response: Average is 4.3 years**

36) Describe your market share in the public sector administrative-related software space.

**Tyler response: Tyler's sole focus is on the public sector. All of our efforts and applications are geared towards this one market. However, one of the factors of Tyler's success is that our offerings are varied and scalable. We offer solutions for all sizes of governments.**

**Nearly all of our business occurs in the continental United States.**

37) How many organizations have implemented the solutions that you are proposing in this RFP?

**Tyler Response: Tyler has more than 13,000 clients.**

38) How many organizations are still running your solutions with active maintenance and support contracts (i.e., lifetime customer retention)?

**Tyler Response: Tyler Technologies has a 98% retention rate.**

39) How many governmental, educational, and not-for-profit organizations have implemented your solutions in the past 12 months?

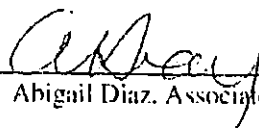
**Tyler Response: Tyler Technologies' MUNIS division alone conducts on average 70-90 implementations a year. Overall Tyler Technologies conducts greater than 200 implementations per year.**

40) Describe the customer industries you serve and provide the percentage of annual revenue for each vertical.

**Tyler Response: Tyler's sole source of revenue is through sales to government, education and non-profit organizations. We do not provide revenue breakdowns by market segment. Please reference the Tyler Annual Report for a review of the Tyler financial statements.**

41) Which of the sub-categories in Section 3.17.1.1 (if any) does your company's portfolio of product offerings include?

**Tyler Response: Tyler provides software and services to facilitate and supports all of the sub-categories detailed in Section 3.17.1.1**

Signature:  \_\_\_\_\_ Date: November 2, 2015  
Abigail Diaz, Associate General Counsel