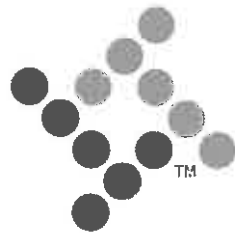


Original

A PROPOSAL FOR:
State of West Virginia
Valuation and Assessment System
Solicitation No. CRFQ 0702 TAX1600000001

COST PROPOSAL

PRESENTED BY:
Tyler Technologies



tyler
technologies

August 27, 2015

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It is not our intent to claim these names or trademarks as our own.

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Tyler Technologies, Appraisal & Tax, 4100 Miller-Valentine Court, Moraine, Ohio 45439
800-800-2581 937-276-5261 866-658-4258 fax • info@tylertech.com • www.tylertech.com

08/27/15 09:06:45
WV Purchasing Division



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Request for Quotation

Proc Folder: 103406

Doc Description: Addendum #1 Valuation and Assessment System

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2015-08-20	2015-08-27 13:30:00	CRFQ 0702 TAX1600000001	2

BIDDING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:

Tyler Technologies, Inc.
 4100 Miller-Valentine Court
 Moraine, OH 45439
 (800) 800-2581

FOR INFORMATION CONTACT THE BUYER

Laura E Hooper
 (304) 558-0468
 laura.e.hooper@wv.gov

Signature X

FEIN # 75-2303920

DATE August 26, 2015

All offers subject to all terms and conditions contained in this solicitation

OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748 CHARLESTON WV25339-1748 US		PROPERTY TAX DIVISION TAX DIVISION OF ALBERT T SUMMERS CENTER 1124 SMITH ST CHARLESTON WV 25301 US	
---	--	---	--

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Systems integration design	1.00000	JOB	\$8,257,775.00	\$8,257,775.00

Comm Code	Manufacturer	Specification	Model #
81111503			

Extended Description :
Project Development

SHIP TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748 CHARLESTON WV25339-1748 US		PROPERTY TAX DIVISION TAX DIVISION OF ALBERT T SUMMERS CENTER 1124 SMITH ST CHARLESTON WV 25301 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	1st Year Support	1.00000	JOB	\$2,037,785.00	\$2,037,785.00

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description :
1st year Support after project completion.

SHIP TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748 CHARLESTON WV25339-1748 US		PROPERTY TAX DIVISION TAX DIVISION OF ALBERT T SUMMERS CENTER 1124 SMITH ST CHARLESTON WV 25301 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	2nd Year Support	1.00000	JOB	\$2,111,825.00	\$2,111,825.00

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description :

2nd year Support after project completion.

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		PROPERTY TAX DIVISION TAX DIVISION OF ALBERT T SUMMERS CENTER 1124 SMITH ST	
CHARLESTON	WV25339-1748	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	3rd Year Support	1.00000	JOB	\$2,188,825.00	\$2,188,825.00

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description :

3rd year Support after project completion.

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		PROPERTY TAX DIVISION TAX DIVISION OF ALBERT T SUMMERS CENTER 1124 SMITH ST	
CHARLESTON	WV25339-1748	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	4th Year Support	1.00000	JOB	\$2,268,905.00	\$2,268,905.00

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description :

4th year Support after project completion.

OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748 CHARLESTON WV 25339-1748 US		PROPERTY TAX DIVISION TAX DIVISION OF ALBERT T SUMMERS CENTER 1124 SMITH ST CHARLESTON WV 25301 US	
--	--	--	--

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	5th Year Support	1.00000	JOB	\$2,352,190.00	\$2,352,190.00

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description :
5th year Support after project completion.

TAX1600000001	Document Phase Final	Document Description Addendum #1 Valuation and Assessment System	Page 5 of 5
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: TAX1600000007

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Tyler Technologies, Inc.

Company



Authorized Signature

August 26, 2015

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

Revised 6/8/2012

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Tyler Technologies, Inc.

(Company)



Andrew D. Teed, President ERP / Appraisal & Tax Divisions

(Authorized Signature) (Representative Name, Title)

800-800-2581 / 866-658-4258 / August 26, 2015

(Phone Number) (Fax Number) (Date)

STATE OF WEST VIRGINIA
Purchasing Division
PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Tyler Technologies, Inc.

Authorized Signature:  Date: August 26, 2015


State of OHIO

County of MONTGOMERY, to-wit:

Taken, subscribed, and sworn to before me this 26th day of August, 20 15.

My Commission expires Feb 25, 20 17

AFFIX SEAL HERE

NOTARY PUBLIC 

KAREN A. JACKSON, Notary Public
In and for the State of Ohio
My Commission Expires Feb. 25, 2017

Cost Proposal

Consistent with the requirements of the CRFQ, Tyler has completed the pricing section in the Request for Quotation form on pages 2-4, Line Items 1-6 for the System Integration Design (three year term) and five years of support to begin at the conclusion of the three year Systems Integration Design phase.

There are a number of items we wish to point out to the State in reference to our stated proposal.

- **Tyler's Implementation Professional Services:** while Tyler does have a higher hourly rate for professional services than we did in 2012 when we last discussed the upgrade, our ability to deliver the services needed to meet the requirements of the State's RFQ have improved reducing the overall number of hours needed to complete the implementation. This has allowed us to provide a professional services quote that closely approximates the implementation services fees from our 2012 upgrade quote.
- **Maintenance on the current IAS solution:** since Tyler and the State are under a current agreement that allows for the renewal of IAS support and maintenance services for fiscal years 2016 and 2017 we have shown a net reduction in the 2016 and 2017 annual hosting fees that are included in the base upgrade quote, as you can see below. The Tyler hosting fees include both the cost to host and support the solution as well as the annual maintenance fees for the software so the 2016 and 2017 adjustment as shown reflects the amount the state will pay under this CRFQ.
- **Tyler's High Availability/Advanced Business Continuity Solution:** different from the requirements from the 2012 upgrade quote, the State's CRFQ includes requirements for a data loss not to exceed one hour. Tyler's standard offering that was included in the 2012 upgrade had a 24 hour Recovery Point Objective (RPO) and Return to Service (RTS) commitment. Tyler can offer an elevated RPO and RTS of two (2) hours as our High Availability/Business Continuity solution. To address the new requirements of the CRFQ, our pricing reflects our enhanced level of service of a 2 hour RPO/RTS. Also included below is a quote that delivers the standard Tyler hosting offering with a RPO and RTS of within 24 hours. As you can see there is significant savings to the State if you are able to accept the standard Tyler offering. All systems within the Tyler hosting center are designed to failover in the event of a hardware failure minimizing the risk of loss of data to only a wide-spread facility outage. We are happy to discuss the merits of this approach with you as part of this process. Virtually all of our iasWorld hosted clients utilize the standard RPO/RTS commitments.
- **Oracle Licenses:** since the previous upgrade quote in 2012, we have determined that a higher level of Oracle licensing to support the State's needs is necessary and those costs are reflected in our pricing. Likewise, in order to support the new high availability/business continuity and data encryption requirements of the State's CRFQ additional Oracle licensing is required. The costs (and cost savings using Tyler's standard approach) are described in the tables below.

- **Data Encryption at Rest:** the State’s requirement to encrypt the data while at rest carries associated Oracle license costs that were not included as part of the initial 2012 upgrade quote and the incremental costs are reflected in Table 1 and the associated savings are shown in Table 2.

Table 1 below describes the costs per year based on a 2 hour high availability and business continuity commitment and encrypting the data while at rest within the data center. This pricing assumes an effective start date to the project of January 2016 taking the initial 3 year contract term through calendar year 2018 and ongoing hosting and support through December 2023.

Table 2 below shows the effective savings over the high availability/business continuity and data encryption approach described in Table 1. There is significant hosting costs savings as well as savings on the licenses required by Oracle to meet the State’s requirements. We look forward to discussing the pricing elements and the advantages to each approach as part of this procurement.

Table 1

High Availability/ Encryption at Rest								
	<u>January 2016</u>	<u>January 2017</u>	<u>January 2018</u>	<u>January 2019</u>	<u>January 2020</u>	<u>January 2021</u>	<u>January 2022</u>	<u>January 2023</u>
License	1,097,990							
Services - Upgrade ¹	531,360	398,520	398,520					
Services - Cost Tables ¹		180,540	97,215					
Services - Appr. Manual ^{1,6}		40,000						
Performance Bond ⁷	166,730							
Sub-Total Base Upgrade	1,796,080	619,060	495,735	-	-	-	-	-
Oracle	983,360	186,840	186,840	186,840	186,840	186,840	186,840	186,840
Sub-Total Oracle	983,360	186,840	186,840	186,840	186,840	186,840	186,840	186,840
Hosting ⁴	1,645,485	1,711,305	1,779,755	1,850,945	1,924,985	2,001,985	2,082,065	2,165,350
Maintenance Adjustment ⁵	(562,100)	(584,585)						
Sub-Total Hosting	1,083,385	1,126,720	1,779,755	1,850,945	1,924,985	2,001,985	2,082,065	2,165,350
Grand Total	3,862,825	1,932,620	2,462,330	2,037,785	2,111,825	2,188,825	2,268,905	2,352,190

Table 2

Standard Availability	<u>January 2016</u>	<u>January 2017</u>	<u>January 2018</u>	<u>January 2019</u>	<u>January 2020</u>	<u>January 2021</u>	<u>January 2022</u>	<u>January 2023</u>
License	1,097,990							
Services - Upgrade ¹	531,360	398,520	398,520					
Services - Cost Tables ¹		180,540	97,215					
Services - Appr. Manual ^{4,6}		40,000						
Performance Bond ⁷	106,920							
Sub-Total Base Upgrade	1,736,270	619,060	495,735	-	-	-	-	-
Oracle	983,360	186,840	186,840	186,840	186,840	186,840	186,840	186,840
Encryption ²	(141,180)	(26,820)	(26,820)	(26,820)	(26,820)	(26,820)	(26,820)	(26,820)
High Availability ²	(108,240)	(20,570)	(20,570)	(20,570)	(20,570)	(20,570)	(20,570)	(20,570)
Sub-Total Oracle	733,940	139,450	139,450	139,450	139,450	139,450	139,450	139,450
Hosting ⁴	1,645,485	1,711,305	1,779,755	1,850,945	1,924,985	2,001,985	2,082,065	2,165,350
Hosting Reduction ³	(540,750)	(562,380)	(584,880)	(608,280)	(632,610)	(657,910)	(684,230)	(711,600)
Maintenance Adjustment ⁵	(562,100)	(584,585)						
Sub-Total Hosting	542,635	564,340	1,194,875	1,242,665	1,292,375	1,344,075	1,397,835	1,453,750
Grand Total	3,012,845	1,322,850	1,830,060	1,382,115	1,431,825	1,483,525	1,537,285	1,593,200

Notes:

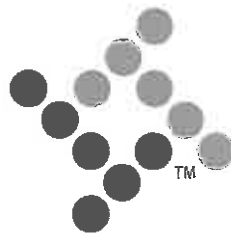
Pricing assumes a January 2016 contract start.

1. Professional Services will be invoiced as performed over the first three years of the project. This representation is for illustrative purposes only to reflect the approximate effort over the three year implementation effort.
2. Reduction noted for Encryption and High Availability/Business Continuity is a reduction to the Oracle license if the State can accept Tyler's standard availability offering with a Recovery Point Objective (RPO) of 24 hours and a Return to Service (RTS) of 24 hours.
3. Hosting Reduction reflects the reduced hardware, processing, compute and management to the data center if the State can accept Tyler's standard availability offering.
4. Our pricing model for hosting fees is inclusive of services related to hosting and software maintenance.
5. Reduction reflects IAS maintenance fees to be paid by the State for the existing IAS software included under existing Order Number: CCT 09702 7813 TAX1500000002 for fiscal years 2016 and 2017.
6. Optional Cost to update the State's current appraisal manual.
7. Performance Bond covers only the initial 3 year term.

A PROPOSAL FOR:
State of West Virginia
Valuation and Assessment System
Salicitation No. CRFQ 0702 TAX1600000001

TECHNICAL PROPOSAL

PRESENTED BY:
Tyler Technologies



tyler
technologies

August 27, 2015

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It is not our intent to claim these names or trademarks as our own.

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Tyler Technologies, Appraisal & Tax, 4100 Miller-Valentine Court, Moraine, Ohio 45439
800-800-2581 937-276-5261 866-658-4258 fax · info@tylertech.com · www.tylertech.com



4100 Miller-Valentine Court
Moraine, Ohio 45439

D: 800.800.2581
F: 937.278.3711

www.tylertech.com

August 27, 2015

Ms. Stephanie Gale, Buyer
Department of Administration
Purchasing Division
2019 Washington Street East
Charleston, West Virginia 25305-0130

RE: CRFQ 0702 TAX 1600000001 – Valuation and Assessment System.

Dear Ms. Gale:

Tyler Technologies, Inc. (Tyler) is pleased to respond to the West Virginia State Tax Department's Request for Quotation for a Valuation and Assessment System. Tyler is absolutely committed to the success of West Virginia's project for a system that will modernize and streamline the assessment and valuation functions of the offices of the State Tax Department and County Assessors. We understand that the State Tax Department desires to provide a high level of service to your citizens and County Assessors while modernizing the system to make it more efficient for the many statewide users. Additionally, the State needs to improve the staff's ability to work more efficiently by improving workflow and by automating paper-based manual processes. Our response in this proposal reflects our commitment and understanding, not only of your requirements, but also of your needs. Tyler's Appraisal & Tax is proud to offer the State our latest release of iasWorld®, and the successful delivery and implementation of the solution to meet the State's needs now and in the future.

Understanding the Issues

We have a long relationship with West Virginia State Tax Department, which includes providing both the current statewide CAMA system and appraisal services throughout the State. Because of our involvement and partnership with the State since 1983, we have a unique ability to understand what the State Tax Department needs, even beyond the RFQ requirements. West Virginia has been using Tyler's CAMA solutions since 1983 and your current IAS solution since the mid-1990s. Through the years, as part of our evergreen development approach, Tyler has continued to invest heavily in the development of our solution. Now called iasWorld, our CAMA solution features new efficiencies and capabilities to meet the current and future needs of the State Tax Department and individual counties. We look forward to the opportunity to bring iasWorld to the State Tax Department, continuing and enhancing our relationship with the State Tax Department office and County Assessors.

The expertise of our Appraisal Services staff and our communication with our CAMA clients lead us to appreciate the evolving technology needs of assessing jurisdictions. Through our evergreen development strategy, we are always striving to make improvements that provide our clients with every tool to accomplish their goals. We listen to our on-staff appraisers as well as our clients to seek innovative ideas on how to continue the enhancement of iasWorld. As a result of our experience in jurisdictions throughout North America, we understand how important it is for you to deliver quality services to your citizens and employees – effectively, efficiently and within budget.

Tyler Solution

Our proposal includes an upgrade of the State's current CAMA product to the latest, state of the art version of the system you invested in almost two decades ago, along with the inclusion of additional modules to extend the functionality of the current solution. This means the State will have one single, fully integrated, hosted database covering all 55 Counties that will cover all of the State's CAMA data and an enhancement of your current CAMA functionality. Not only will the State Tax Department's investment pay off by meeting your current needs, you can count on Tyler's continued investment and partnership for decades to come.

As a hosted CAMA solution, iasWorld will allow the West Virginia State Tax Department to ensure the efficient and accurate capture of data, avoiding duplicate data entry and allowing State and County staff to be more productive and reduce errors. Additionally, iasWorld will enable the State and Counties to deliver timely and effective responses to the citizens and will provide convenient and secure access to information and services for both internal and external customers. We have designed our automated tool sets to provide the State Tax Department with the controls and management capabilities required by the State Legislation and IAAC standards.

Included as part of hosting the iasWorld solution in the Tyler-owned data centers, Tyler maintains responsibility for deploying, configuring, maintaining and updating your iasWorld software. Through a simple browser connection to our secure facility, State staff has the iasWorld application at their fingertips without any concern for the status of the iasWorld application and technical environment. Tyler's hosting facilities are located in separate regions of the county, ensuring that a widespread regional outage does not affect both data centers at the same time. Tyler has a dedicated Disaster Recovery team staffed with an IT Manager and five (5) Disaster Recovery Engineers. This team is responsible for managing and testing the backups and offsite storage as well as managing clients' tests. They also lead Tyler's annual disaster recovery test.

With all the benefits and advantages of iasWorld's cloud-based solution, the State no longer needs to worry about excessive costs, ongoing maintenance, upgrades, associated IT staff and complex

management. By freeing up these and other resources, State staff can better focus on their core business – serving the citizens of the State of West Virginia.

The technical and functional achievements are highlighted throughout this proposal. iasWorld is successfully deployed in over 100 jurisdictions in North America. More specifically, Tyler has implemented five other state or Province-wide CAMA projects, with three of these running the thin client release of iasWorld. iasWorld supports the full capability of multi-jurisdiction data management and our multi-year functionality allows for an unlimited number of years of history to be maintained in the system. Our multi-version functionality provides an on-line audit trail of all changes made and tracks each change to the date, time, and person making the change.

We believe our Tyler hosted iasWorld solution will meet, and in many cases exceed, all of the State Tax Department's technical and functional requirements. Our evergreen development philosophy allows for you to take comfort in knowing the iasWorld application will always be current.

Partnership with the West Virginia State Tax Department

Good communication is critical. This includes our understanding of the requirements; steady and thorough communication of project status through all phases of the project; and appropriate involvement of State Tax Department staff during the implementation.

We understand that the State desires a successful long-term relationship with the selected vendor and the availability of software maintenance, product support and staff training. Our annual support services provide ongoing warranty for the software, all enhancements made to the base system so the software remains relevant, and unlimited Help Desk support with the most experienced support staff in the industry.

Return on Investment

It is imperative that West Virginia State Tax Department appreciate the return on investment of the Tyler solution. As taxpayer dollars are routinely scrutinized, it should be noted that Tyler is widely recognized as a market leader in innovative and integrated software offerings. This project may be better described as a process. One in which you can take comfort and come to rely on a proven business partner who will assist the State Tax Department in meeting your desired vision with fair and market driven guidance. We look forward to continuing to provide a Tyler solution for West Virginia.

Summary

Each element of this project—the required conversions, interfaces, inter-department relationships and performance levels—are familiar to us and are in keeping with Tyler's core business. That is, dealing with the challenges these activities present is our core business function—the very reason Tyler exists.

Ms. Stephanie Gale, Buyer
Department of Administration
August 27, 2015
Page 4



4100 Miller-Valentine Court
Moraine, Ohio 45439

D: 800.800.2581
F: 937.278.3711

We continually invest in research and development that leads to exciting new functionality in **iasWorld** for the purpose of making meeting those challenges easier with each new assignment while giving our clients the best possible long-term value. www.tylertech.com

Thank you for your consideration. We look forward to discussing our proposal with the State. This proposal is valid for 150 days from submission.

Tyler's Appraisal & Tax Division is located at:
4100 Miller-Valentine Court
Moraine, OH 45439

Tyler's Federal Identification Number is 75-2303920.

If you have any questions related to this proposal, please feel free to contact:

John Baker
Director of Inside Sales
800-800-2581, ext. 1172
john.baker@tylertech.com

Gus Tenhundfeld
Inside Sales Manager
800-800-2581, ext. 1924
gus.tenhundfeld@tylertech.com

Sincerely,

A handwritten signature in black ink, appearing to read "Andrew D. Teed".

Andrew D. Teed
President, ERP / Appraisal & Tax Divisions

Table of Contents

Qualifications	1
Mandatory Requirements	2
Exceptions and Clarifications	52
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Qualifications

Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

3.1. Demonstrated Implementation Services Experience

The Vendor must have completed by Bid Opening Date an implementation of an Appraisal/Assessment Valuation system for a State or local government. The software that was implemented during this engagement must currently be in use by that client. The purpose of this requirement is to ensure that Vendors possess the experience, knowledge, and lessons learned associated with large implementations that include multiple locations/offices/jurisdictions.

Tyler has completed six of the seven state or province-wide property tax installations in North America with our multi-jurisdictional solutions. Tyler has provided all the necessary implementation services on its projects. As one of the first statewide deployments, the State of West Virginia is keenly aware of Tyler's ability to deliver a successful solution as the State has been running the Tyler IAS solution since the initial deployment in 1997. To meet the stated requirement that the proposed iasWorld solution be in use by a client we are pleased to offer the following:

1. *State of Tennessee:* running the iasWorld (currently in state of maintenance)
2. *Province of Nova Scotia:* running the iasWorld application (currently in state of maintenance)
3. *Fairfax County, Virginia:* running the iasWorld application (currently in state of maintenance)
4. *Loudoun County, Virginia:* running the iasWorld application (currently in state of maintenance)
5. *Montgomery County, Ohio:* running the iasWorld application (currently in state of maintenance)

No other vendor in the valuation and assessment administration industry has the level of experience that Tyler has in delivering integrated state-wide solution, including being the State's incumbent vendor for the last eighteen years.

3.2. Demonstrated Software Provider Experience

The proposed system software must be currently in production in a public sector environment which includes a state or local government.

As described in 3.1 above, Tyler has vast experience in delivering a solution that meets the State's requirements in a number of public sector clients. To date, Tyler has iasWorld installations in 109 separate locations serving over 315 assessment offices at the state, county and local assessment levels. There is no other vendor that can demonstrate the level of experience in implementing a single assessment solution over such a large client base.

Mandatory Requirements

4.1 Mandatory Contract Services Requirements and Deliverables: Contract Services must meet or exceed the mandatory requirements listed below.

4.1.1 Commodity Line 1 - System Integration Design

4.1.1.1 All phases of the project as described in this CRFQ, to include design, implementation, installation, testing, support and training shall be completed within 36 months of the award date.

Tyler will complete the installation of the base system, including conversion of the initial test pilot counties and the associated training of the State staff and pilot county users within the 36 month timeframe.

4.1.1.2 The contractor shall inform the State Tax Department of the project progress during meetings held monthly. A monthly progress report shall be provided by the contractor prior to the meeting.

Tyler is agreeable to providing monthly updates during project status meetings.

4.1.1.3 *Payment Schedule*
Monthly progress payment shall be made based on review and approval by the State Tax Commissioner

Tyler's standard payment terms are as follows:

Hosting

Hosting fees are invoiced quarterly in advance, beginning on the effective date of the agreement.

Professional Services

Project Management Services: Project Management services are invoiced in monthly installments upon the Effective Date for a term of the implementation effort.

Implementation and Other Professional Services (excluding training): Implementation and other professional services (excluding training) are invoiced as performed.

Training Services: Training services are invoiced in as performed.

4.1.1.4 The Vendor must provide an integrated system using the three approaches to value for all properties. The three approaches are cost, market and income.

The iasWorld system builds upon the State's current Integrated Appraisal System (IAS) that has been in production in the state since the late 1990s. iasWorld will build upon the data and models currently in use within the IAS solution and it utilizes all three approaches to value: Cost, Income, and Market.

4.1.1.5 The Vendor must provide sketches for surface improvements, multiple year

capacity and on-line help.

All sketches in the State's current IAS system will be available within iasWorld. The structure of the sketching tool native to iasWorld is an extension of the sketch program the State's users are accustomed to and the natural progression to the new tool will facilitate training on the new package.

4.1.1.6 *The Vendor will be responsible for and must convert or provide replacement reports and forms for those listed in Appendix A.*

Tyler has included the necessary services in the base project to include the reports and forms included in Appendix A within the base project costs.

4.1.1.7 *The Vendor must provide training for State IT Staff during the first stage of the project to allow for State IT Staff to fully participate in the implementation and design of the system.*

Tyler will provide training for the State IT staff during the first stages of the project. Although Tyler will be responsible for the configuration changes during the implementation, we will provide the State IT staff with the knowledge necessary to make configuration changes such as adding fields, moving them around the screen, and any administration functions needed on an ongoing basis. State IT staff will sign off on customization specifications and participate in testing and approve modifications. Tyler will maintain source control.

4.1.1.8 *The Vendor must provide the initial training of State users prior to the training of the three test counties.*

Yes, Tyler will provide training for the State users in the three test counties.

4.1.1.9 *The system use must be available to county and State users seven (7) days a week 24 hours a day. Any scheduled downtime must have a one week notice in advance in writing and the approval of the West Virginia State Tax Department Property Tax Division.*

In a Tyler hosted environment, the Service Availability of our applications is intended to be 24/7/365 (excluding maintenance windows). Tyler sets Service Availability goals and measure whether the applications have met those goals by tracking Attainment.

Tyler performs maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, Tyler will provide advance notice of those windows and will coordinate to the greatest extent possible with the Client.

The current patching window for the iasWorld solution within the Tyler hosting center is the fourth Sunday of the month from 12:00 – 4:00 AM ET. All other maintenance is typically done on weekends during the least disruptive time for our clients and is communicated at least two weeks in advance. In the event the Client anticipates upcoming weekend work that would be impacted by Tyler maintenance,

it should communicate this as soon as it known. The Client will notify its Client Manager and appropriate measures will be put in place to assure that maintenance is not scheduled during critical Client processing times.

4.1.1.10 *A user's manual must explain the use of the system. The manual shall include screen shots and step-by-step procedures for viewing, updating the system and running reports and processes.*

Tyler maintains user guide documents for the primary functional areas of the application that explain how to use the application along with screen captures and step-by-step procedures and how to run reports.

4.1.1.11 *A separate developer's manual or guide must document the configuration of the system and database. Information shall be provided documenting the database, tables, processes, naming standards, and configuration methods, standards and procedures.*

The documentation available to our end users is more focused around end user documentation. Since the source code is not delivered with the executable files there is no developer manual that is available. There is information around the database configuration as well as standards and procedures.

4.1.1.12 *Confidentiality*

Each employee and/or subcontractor employee performing duties that in any manner involve handling or having access to confidential tax information, regardless of position held, shall sign both a Confidentiality Acknowledgement and Certification of Disclosure and Awareness which shall be provided and retained by the WV State Tax Disclosure Officer. All data involved in this project shall be considered confidential tax information and shall not be disclosed to any party. Any unauthorized use or disclosure of confidential tax information furnished pursuant to this Agreement, or the absence of adequate procedures for safeguarding the confidentiality of such tax information, constitute grounds for termination of this Agreement and possible Criminal/Civil Sanctions.

Tyler employees sign Tyler's standard Confidentiality Statement. Tyler reserves the right to discuss the requirement that all data involved in the project be considered confidential tax information. Tyler agrees to comply with applicable State and Federal privacy and confidentiality laws.

4.1.1.12.1 *Criminal/Civil Sanctions*

In accordance with W.Va. Code §J J -J 0-5d, §11-1A-23 and IRS Publication 1075, in the event of an unauthorized disclosure, employees shall report to Tax within 24 hours after

identification of any possible or actual unauthorized disclosure or access of State or Federal confidential taxpayer information by calling Tax's Disclosure Officer.

The Company can comply with this notification requirement, provided that the notification timing requirement is based upon when Tyler becomes aware of any such unauthorized disclosure.

4.1.1.12.2 Inspections

Vendors and/or contractors working on the project shall allow the West Virginia State Tax Department to send its officers or employees into their offices for inspection of facilities and operations provided for any work under this contract. On the basis of such inspection, specific measures may be required in cases where the vendor and/or contractors are found to be noncompliant with contract safeguards. The vendor must let the Tax Department conduct these inspections every 18 months.

Tyler will certify that its hosting services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 16, Type 2, and that Tyler will maintain, Type II SSAE compliance, or its equivalence, for the term of the contract. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), Tyler can provide the State with a summary of Tyler's SSAE-16 compliance report and can provide that same information annually to State upon written request.

To the extent State determines the need to make an on-site inspection, Tyler reserves the right to put reasonable limits on the State's on-site inspections.

Tyler reserves the right to discuss and negotiate with State with respect to the applicability of any additional requirements under IRS Publication 1075 which are not adequately addressed by Tyler's SSAE report.

4.1.1.12.3 Annual Security Training

Each employee and/or subcontractor performing duties that in any manner involve handling or having access to confidential tax information or state data will be required to participate in annual State/IRS Data Safeguard Training conducted by Tax and any additional training deemed necessary. This training shall occur before any employee and/or subcontractor obtains access to confidential tax information. In the event of non-local employees and/or subcontractors, the WV State Tax Department may provide the relevant training materials to

the vendor who shall be responsible for conducting the training as provided to its employees and subcontractors and returning the required documentation back to the WV State Tax Department.

Tyler will ensure that its employees who access State's data to perform work under the contract, understand, agree to be bound by, and receive appropriate instruction as to how to comply with the data protection provisions of this Agreement.

4.1.1.12.4 *Audit and Accountability*

Audit and Accountability procedures must be developed, documented and implemented as part of the project. Such audit and accountability controls include auditable events, content of audit records, audit storage capacity, audit review and timestamps at the operating system, database and application levels. The system must generate audit records for all security-relevant events, including all security and system administrator accesses and functionality performed. Security-relevant events include the recording of unauthorized attempts and access. Within the application and database, at a minimum auditing must be enabled to the extent necessary to capture access, modification and deletion of data. The system shall alert the appropriate organizational officials in the event of an audit processing failure and protect the audit information and tools from unauthorized access, modification and deletion.

Yes, Tyler complies with this requirement.

4.1.1.12.5 *Offshore Access*

Tax Department data cannot be accessed by agency employees, agents, representatives, or contractors located offshore (outside of the United States territories, embassies or military installations.) Further, Tax Department data may not be received, processed, stored, transmitted, or disposed of by information technology systems located offshore.

The Company warrants that the data stored and managed in the Company's hosted environment will only be stored in the continental United States, and never moved or stored off-shore. The Company also warrants that the West Virginia iasWorld database will not be accessed by any person or persons outside of the United States.

4.1.1.12.6 Remote Access

Vendors and/or subcontractors using remote access and/or VPN technologies must configure the technology that they are using for remote access so that it requires two factor authentication and that the technology may not be used from an offshore site.

Tyler can comply with this requirement consistent with the Company's current access protocol in support of the current IAS solution.

4.1.1.12.7 Encryption

4.1.1.12.7.1 *Vendor must provide Data Encryption in Transit. All Tax Department data must be encrypted within the cloud environment. All mechanisms used to encrypt Tax Department data must be FIPS 140-2 compliant, and operate utilizing the FIPS 140-2 compliant module. This requirement must be included in the SLA.*

Tyler provides data encryption in transit to Tyler applications via SSL/TLS protocol.

4.1.1.12.7.2 *Vendor must provide Data Encryption at Rest. All Tax Department data must be encrypted while at rest within the cloud. All mechanisms used to encrypt Tax Department data must be FIPS 140-2 compliant, and operate utilizing the FIPS 140-2 compliant module. This requirement must be included in the SLA.*

Tyler provides data encryption at rest via Transparent Data Encryption in the Oracle Enterprise suite.

4.1.1.12.8 Encryption Keys

The West Virginia State Tax Department must retain control of the encryption keys used to encrypt and decrypt the confidential tax information at all times and the Vendor must be able to provide information as to who has access to and knows information regarding the key passphrase.

Copies of the encryption keys used for the client environment can be provided. This will require the site to purchase a SSL certificate and register a domain.

4.1.1.13 *The Vendor must completely comply with Internal Revenue Service (IRS) Publication 1075 and the additional mandatory IRS safeguards listed on their website regarding tax information safeguards for protecting*

confidential tax information and project data. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to tax information.

Hosting Operations follows security best practices dictated and defined by the three assurance audits that Tyler Technologies are subject to: SOX-404 Financial and IT General Controls, PCI Security Council PA-DSS/PCI-DSS, and the AICPA SSAE-16 SOC 1 Type 2.

4.1.1.14 *The Vendor must isolate WV State Tax Department data to ensure that software, data, and services that receive, transmit, process, or store confidential tax information are isolated within the cloud environment so that tenants sharing physical or logical space cannot access their neighbors' physically co-located data and applications. Requirements can be found in the IRS Publication 1075.*

Hosting Operations follows security best practices dictated and defined by the three assurance audits that Tyler Technologies are subject to: SOX-404 Financial and IT General Controls, PCI Security Council PA-DSS/PCI-DSS, and the AICPA SSAE-16 SOC 1 Type 2.

4.1.1.15 *Disaster Recovery Requirements*

The hosted cloud solution will provide for an offsite disaster recovery system allowing the State and Counties to fully function within no more than one business day should the primary location fail. Real time data capture to the disaster recovery site is preferred; however, a data loss acceptance level is one hour maximum. The Vendor must provide a disaster recovery plan for each location where confidential tax information is located. The plan must include procedures and software for ensuring data is secure and maintained in a safe location. Protection against both hardware failure and a natural disaster occurrence must be implemented and documented. The system must provide for individual file backups. It is the responsibility of the Vendor to perform operating system (OS), application and/or database backups to ensure Tax's recovery requirements. The company must have a primary and backup center that is on separate power grids.

Our hosted offering has geographically dispersed data-centers with no single point of failure. The primary datacenter is located in Dallas, Texas, and the secondary disaster recovery data-center is located in Yarmouth, Maine. The entire virtual machine environment will get a backup and be sync'd/transferred to the disaster recovery data-center. A disaster recovery plan can be provided. Tyler's high availability offering is a two hour return to service and recovery point objective.

4.1.1.16 Database, Data Management System and Application Requirements

4.1.1.16.1 *Vendor must list those items to be provided on the account record.*

As this is an upgrade to the current system at the State, the data elements that are included on the account record are the same that the State currently tracks in the existing system.

4.1.1.16.2 *Vendor must provide the ability to match or add files across jurisdictions.*

Yes, Tyler complies with this requirement.

4.1.1.16.3 *Vendor must establish a uniform statewide relational database management system that has a web-based interface along with a hosted environment including disaster recovery.*

Yes, Tyler complies with this requirement.

4.1.1.16.4 *State data and each counties' data must be kept separate physically and/or logically from the other counties and State Tax information by the system having a separate but uniform database for each county or using views to ensure that each county can only review and access its own data at the database levels and from within the application itself. State Tax employees shall have access to all county and state data. The method used to separate the data should be provided with a description of the controls.*

Yes, Tyler complies with this requirement. Access to iasWorld is created with a combination of access permissions and underlying configuration of items such as pages and menus. Permissions are granted to roles and users; typically, permissions configured for roles are overridden at the user level (when required).

Roles provide access to menu options, pages, functions and even some page-based actions. Roles have a many-to-one relationship with users—you can add a user to as many roles as required to provide them with the access they need to perform their work. The user can switch between roles as needed to gain access to different areas of iasWorld.

For multi-jurisdictional installations, like the State of West Virginia, there are additional access permissions that hide data in different jurisdictions from users. Jurisdiction data restrictions are created for each user by selecting the jurisdictions that will be available with each role to which the user has access.

4.1.1.16.5 *Each parcel must have one, and only one, parcel record that*

contains the basic data used in land valuation and assessment notification.

Yes, Tyler complies with this requirement.

4.1.1.16.6 *During the project span, a nationally accepted motor vehicle valuation guide will be provided by the State Tax Department. The Vendor shall have a process or procedure to be used for loading the data accurately into the system.*

Yes, Tyler complies with this requirement.

4.1.1.16.7 *The real property data structure must, at a minimum include:*

- *A parcel component*
- *A residential component*
- *An industrial component*
- *A commercial component*
- *A farm component*
- *Must have the ability to capture any combination of the above components*
- *A sales file*
- *An income-expense file.*

Yes, Tyler complies with this requirement.

4.1.1.16.8 *Must have the ability to capture values from all valuation models.*

Yes, Tyler complies with this requirement.

4.1.1.16.9 *The following items must be included in the parcel record:*

- *Parcel Identification Number*
- *Legal Description*
- *Site Address*
- *Owner's Name and Address*
- *Spouse's Name*
- *Tax Class*
- *Zoning*
- *Property Use Code*
- *Census Tract*
- *Neighborhood Identifier*

- Land type and size
- Site characteristics (topography, utilities, water frontage, etc.)
- Building improvement data for main structures and other improvements
- Previous appraised and assessed values and previous value source
- Current appraised and assessed values and current value source
- Buyer's name
- Buyer's address
- Penalty and forfeiture information
- Lending institution identifier
- Building permit
- Homestead Information

Yes, Tyler complies with this requirement.

4.1.1.16.10 *The parcel record must maintain the date, price and validation code of the three most recent sales (if any) of the parcel, along with fields indicating whether the sales involved multiple parcels.*

Yes, Tyler complies with this requirement.

4.1.1.17 *Residential and commercial building records must contain different items and should be logically separate.*

4.1.1.17.1 *The residential record must be in a standard format, contain one record per building and include those items commonly important in valuing residential improvements in West Virginia.*

Yes, Tyler complies with this requirement.

4.1.1.17.2 *Items must include use code, construction grade (at least six grades must be provided), square feet of primary living area, basement areas, garages, wall type(s), and fireplaces.*

Yes, Tyler complies with this requirement.

4.1.1.17.3 *Records must be in a standard format; for example, fireplaces must always reside in the same field. This does not limit how*

a given item will be coded or measured. However, each field must stand on its own.

Yes, Tyler complies with this requirement.

4.1.1.17.4 *The commercial/industrial record must be in a standard format, contain one record per building, and include those items commonly important in the valuation of commercial/industrial improvements in West Virginia.*

Yes, Tyler complies with this requirement.

4.1.1.17.5 *Items must include use code, construction grade, wall type(s), wall height, number of units (for example, apartments), and gross area. The items must include those required to computerize the cost approach to value.*

Yes, Tyler complies with this requirement.

4.1.1.18 *The personal property file must have the following:*

4.1.1.18.1 *An account file*

Yes, Tyler complies with this requirement.

4.1.1.18.2 *Separate individual owner file*

Yes, Tyler complies with this requirement.

4.1.1.18.3 *Separate commercial and industrial owner file*

Yes, Tyler complies with this requirement.

4.1.1.18.4 *Separate trending and depreciation file*

Yes, Tyler complies with this requirement.

4.1.1.18.5 *Each account must have one, and only one, record that contains the basic data used in valuation and assessment notification. These items must include, but not be limited to:*

- *Account Identification Number*
- *County Code*
- *District Code*
- *Site Address*
- *Owner's Name and Address*
- *Spouse's Name*
- *Tax Class*
- *North American Industry Classification System*

State of West Virginia

Valuation and Assessment System, Solicitation No. CRFQ 0702 TAX1600000001

Code (NAICS)

- *Property Use Code*
- *Items Owned and Year Acquired*
- *Original Acquisition Code*
- *Square foot of real property*
- *Previous appraised and assessed value and previous value source*
- *Current appraised and assessed value and current value source*
- *Penalty and forfeiture information*
- *Homestead information*
- *Telephone number*
- *Social Security number*
- *Tax Year*
- *Dog data*

Yes, Tyler complies with this requirement.

4.1.1.18.6 *The records must be in a standardized format.*

Yes, Tyler complies with this requirement.

4.1.1.19 *The natural resource file must include the following:*

4.1.1.19.1 *An Account file that identifies properties by type.*

- *Coal*
- *Oil and Gas*
- *Manager Timber*
- *Other Minerals*
- *Sandstone*
- *Limestone*
- *Sand/Gravel*
- *Clay/Shale; Salt Brine*
- *Minerals as listed in WV Code 11-1c-10*

We have this functionality in our current client server product serving the State and the functionality/requirements will be migrated to our iasWorld platform as part of the implementation efforts.

4.1.1.19.2 *Individual owner file*

4.1.1.19.2.1 *Producer file - Natural Resource Account*

State of West Virginia

Valuation and Assessment System, Solicitation No. CRFQ 0702 TAX1600000001

Number

Yes, Tyler complies with this requirement.

4.1.1.19.2.2 *Map and Parcel number, Mineral Account Number*

Yes, Tyler complies with this requirement.

4.1.1.19.3 *Each account must have one, and only one, record that contains the basic data used in valuation and assessment notification. These items must include, but are not limited to:*

- *Account Identification Number*
- *Latitude*
- *Longitude*
- *Legal Description*
- *Site Address*
- *Owner's Name*
- *Owner's Address*
- *Tax Class*
- *Previous value and previous value source*
- *Current value and current value source*
- *Penalty and forfeiture information*
- *Active farm income*
- *Non-farm income*
- *Royalty income*
- *County Code*
- *District Code*
- *Contact person telephone number*
- *Well or lease name*
- *Producer's name*
- *Landbook acreage*
- *Leased acreage*
- *Percent ownership*
- *Number of wells*
- *Homestead information*

Yes, Tyler complies with this requirement.

4.1.1.19.4 *Vendor must provide for a coefficient file containing information necessary for the valuation of natural resources at the following levels:*

- State
- Region
- County
- District
- Seam- Coal/Other Minerals
- Formations- Oil/Gas
- Managed Timber Grades
- The records must be in a standard format
- Vendors should provide the layout or otherwise describe the proposed natural resource property record.
- Vendor must provide the ability for the system to accept electronic returns for natural resource property

Yes, Tyler complies with this requirement.

4.1.1.20 *There must be a separate sales file (or files) that include sales data and property characteristics as of the sale date.*

Yes, Tyler complies with this requirement.

4.1.1.20.1 *To facilitate market and income analyses, there must be one and only one sale record per sale.*

Yes, Tyler complies with this requirement.

4.1.1.20.2 *If there are multiple building records for a sale parcel, the data must be aggregated or "collapsed" to a single record. The Vendor must indicate how this will be accomplished.*

The product does maintain the history and the information for the sales as a single 'sales' record, but the detail about the parcel in its multiple record format is maintained.

4.1.1.21 *The Vendor should describe how data items can be added or redefined.*

iasWorld provides an administrative interface that allows the project team, and ultimately the client, to configure items such as screen layouts. Each table/screen in iasWorld contains a base set of fields and then a set of user-defined fields. The number of user-defined fields per screen varies, but typically is a minimum of 25 and could be as many as 150. For example, the Owner table/screen in iasWorld contains a base set of fields to store owner information (i.e. name, address, email, phone, etc.) but also includes 40 user-defined fields that can be used to store flags, numbers, dates, etc. Using the iasWorld screen editor, you have the option to put as many or as few of these base and user-defined fields as needed on each screen. Each user-defined field (as well as most other fields) can be configured to control settings such as field length, type of data being stored (date, number, character), validation checks (i.e. drop down list, required field, range of values) and whether it is a required field.

4.1.1.22 *The Vendor must provide for a separate income and expense file for the accumulation of income-expense valuation data, including key property characteristics current at the time the income data were obtained. The income and expense file can be an integrated part of the vendor's database.*

Yes, Tyler complies with this requirement.

4.1.1.23 *The Vendor must implement a uniform property use code.*

Yes, Tyler complies with this requirement.

4.1.1.23.1 *The code must be assigned to each parcel and account and be carried on the real property parcel, building, sale records, personal property record, and natural resource record.*

Yes, Tyler complies with this requirement.

4.1.1.23.2 *Vendors must assign unique account identifiers to all personal property accounts and to all natural resource accounts.*

Yes, Tyler complies with this requirement.

4.1.1.24 *The proposed system must have computerized perimeter sketching.*

Yes, Tyler complies with this requirement.

4.1.1.24.1 *Users must be able to enter sketches on computer terminals and the computer should be able to draw the building, check closure, print the image on the property record card, and calculate and store building perimeter and area.*

Yes, Tyler complies with this requirement.

4.1.1.24.2 *If the parcel is queried, the building perimeter sketch must be displayed on the screen.*

Yes, Tyler complies with this requirement.

4.1.1.24.3 *Vendor should indicate what hardware is required to print the resulting graphics and the effective production rates for the proposed hardware.*

Yes, Tyler complies with this requirement. No special hardware is required.

4.1.1.25 *The system must provide for the automation of building permit processing.*

iasWorld provides a permit screen to capture any information related to building permits. This information can be captured electronically through integration with other permitting systems, through batch file processing, or is entered manually through the iasWorld user interface.

4.1.1.26 *The system must provide the ability to retrieve records directly by entering the parcel number, account number, street address, owner's name, or buyer's name.*

Yes, Tyler complies with this requirement.

4.1.1.27 *The system must provide to ability to automate land book creation and printing. Data included in the land books must be easily identifiable and separated physically or logically from other data within the system.*

Yes, Tyler complies with this requirement.

4.1.1.28 *Screen layouts must correspond to field data collection documents ("cards" for short).*

Yes, Tyler complies with this requirement. iasWorld provides an administrative interface that allows the project team, and ultimately the client, to configure items such as screen layouts.

4.1.1.28.1 *The layout must flow and be able to move screen to screen, make good use of menus and function keys, and the user must be able to print individual screens or a set of related screens on command.*

Yes, Tyler complies with this requirement.

4.1.1.29 *Processing*

The system must support on-line real time record updates and calculations, so that users can see additions or changes to the database, along with computer values, immediately. The system must support batch updating, so that a user can request certain time consuming jobs to be processed in a batch mode.

Yes, Tyler complies with this requirement.

4.1.1.30 *The data management system must check keyed and imported data for validity and restrict the entry of invalid data, e.g. alphanumeric data in a numeric field or a construction class code of zero when valid codes range from 1 to 6.*

Yes, Tyler complies with this requirement.

4.1.1.31 *The database management system must enforce referential integrity to ensure, for example, that no building records are orphaned by the deletion of a parcel record.*

Yes, Tyler complies with this requirement.

- 4.1.1.32** *Data integrity must be protected by preventing the entry of duplicate parcels, record numbers, account numbers and the like.*

Yes, Tyler complies with this requirement.

- 4.1.1.33** *The application must be password protected, and there must be a facility for restricting access to certain fields (e.g., estimated income data). Password complexity at a minimum shall require 7 characters, an alphanumeric requirement and a special character. The system must require that the password must be changed every 30 days. Default passwords that are created when an account is created must require the user to set a new password when the user account is logged into the first time. The system must maintain a password history of at least the last ten previously used passwords and not allow passwords to be re-used from that password history.*

iasWorld complies with all of the security requirements related to field level access, password complexity and password expiry. iasWorld does not currently provide functionality to retain the last 10 previously used passwords and restrict use of those passwords as a new password. As an alternative, because iasWorld does integrate with Active Directory, it is possible that the password rules could be handled through the Active Directory administrator settings.

- 4.1.1.34** *The application must provide for unique non-sequential user names and passwords to log into the application. The system must maintain an audit log of successful, failed and attempted logins to the system with timestamps.*

Yes, Tyler complies with this requirement.

- 4.1.1.35** *Vendors should describe their security provisions and indicate which of them, if any, are inherent in ancillary software, such as the operating system and which of them are implemented in the vendor's proprietary software.*

iasWorld Enterprise can be configured to use a third-party user authentication agent (which allows single-sign-on within your network environment) or internal iasWorld user authentication. For either third-party authentication agents or internal iasWorld user authentication, you can also enable a secondary authentication provider and define a subnet and sub-net mask for that authentication provider.

With either authentication option, you must create a unique user ID for each iasWorld user. The iasWorld user ID is given role permissions, and each role provides access to selected iasWorld functionality and features, and in multi-jur implementations, to the data in selected jurisdictions. You can also configure account defaults, which are used to control login attempts and login failure handling,

and the number of concurrent active user sessions. In addition, you can create an activation date for new accounts and specify an account validity period.

4.1.1.36 The system must provide an audit trail of record changes.

Yes, Tyler complies with this requirement.

4.1.1.37 The system must preserve the history of records before and after updating, along with an indicator of the user and timestamp of change.

Yes, Tyler complies with this requirement.

4.1.1.38 The system must include an account management module that allows the help desk to manage user accounts, password and application level security. Screen shots, reporting capability, the functionality that can be secured shall be included.

Yes, Tyler complies with this requirement.

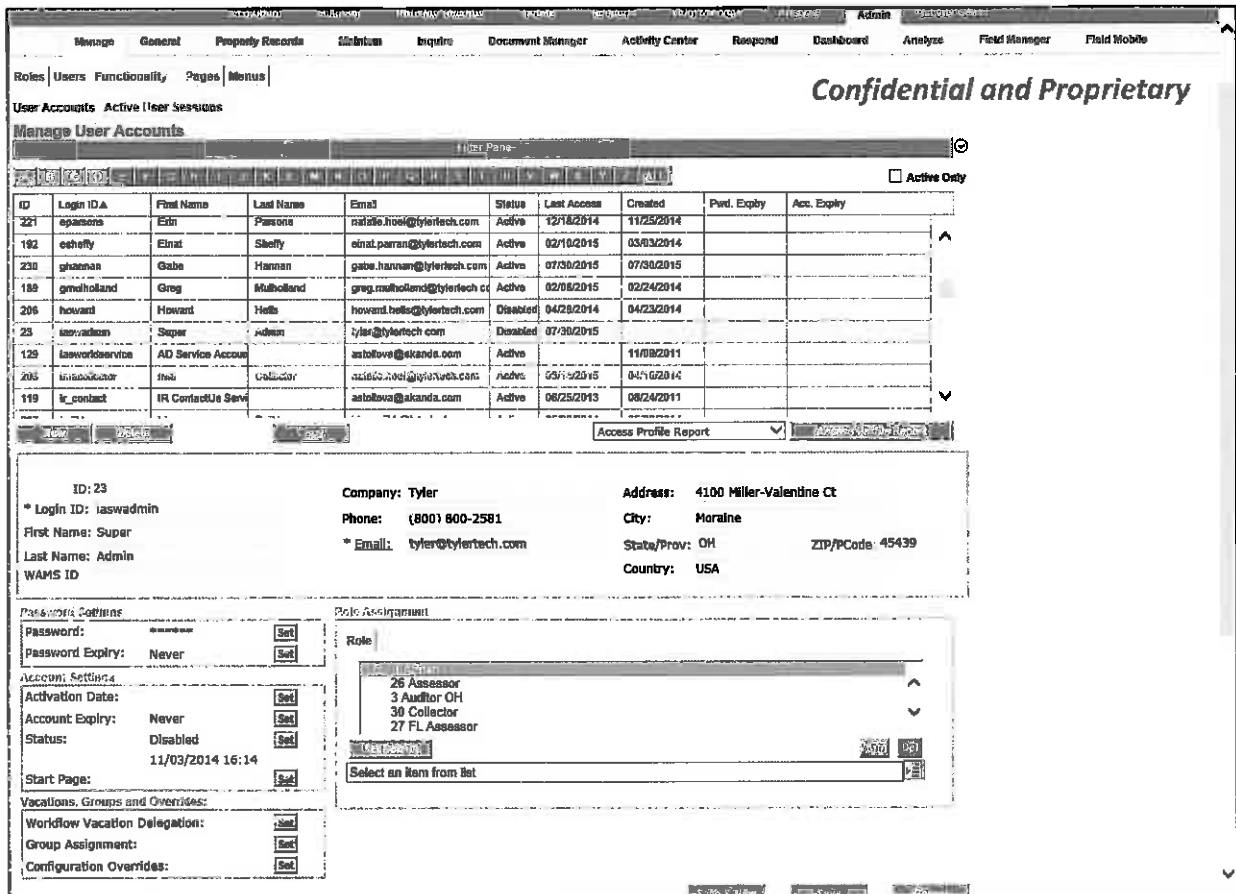


Figure 1: User Management Page

Role Id	Role Name A	ANALYZE	ActivityCenter	DocumentManager	FieldManager	Inquire	Maintain	Respond
26	Assessor	✗	✓	✗	✗	✗	✓	✗
3	Auditor OH	✗	✓	✗	✗	✓	✓	✗
30	Collector	✗	✗	✗	✗	✗	✓	✗
27	PL Assessor	✗	✓	✗	✗	✓	✓	✗
28	Manager	✗	✓	✓	✗	✗	✓	✗
17	Treasurer	✗	✗	✗	✗	✓	✓	✗
29	Treasurer OH	✗	✗	✗	✗	✓	✓	✗
25	View Only	✗	✗	✗	✗	✗	✗	✗

Confidential and Proprietary

Figure 2: Role Configuration Page

Report Type: **Authorized System Use**
 Unauthorized System Use
 Security Profile by User
 Security Breaches

* Start Date: * End Date:

IP: * Report Format: **HTML** ▼

Generate Report

Confidential and Proprietary

Figure 3: Security Reporting Page

4.1.1.39 The data management system must be able to generate property record cards (or close substitutes for them) on request for all real property, personal property and natural resource property accounts.

Yes, Tyler complies with this requirement.

4.1.1.39.1 When there are multiple buildings for a parcel, there must be one record "card" for each building (parcel level data need not

be repeated).

Yes, Tyler complies with this requirement.

4.1.1.39.2 *Property record cards must show or indicate how values were calculated.*

Yes, Tyler complies with this requirement.

4.1.1.39.2.1 *For the cost approach, this involves showing the building size, base rate, adjustments, replacement cost new, depreciation and net value must be displayed.*

Yes, Tyler complies with this requirement.

4.1.1.39.2.2 *For the income approach, the following must be displayed: market rent per unit, number of units (e.g. apartment units or square feet of warehouse area), vacancy allowance, potential gross income, allowable expense ratio, net income, and net value.*

Yes, Tyler complies with this requirement.

4.1.1.39.2.3 *The market approach must be documented by showing the calculated value on a-per unit basis and listing any applicable comparable sales.*

Yes, Tyler complies with this requirement.

4.1.1.39.2.4 *Users must be able to request that property records be printed by parcel range, use codes, or neighborhood, for example, all single-family residences in a given neighborhood or map or all actively mined coal parcels in a taxing district.*

Yes, Tyler complies with this requirement.

4.1.1.40 *The system must allow for the data to be "locked" so that the historical data may be viewed, accessed and reported on while disallowing the historical records to be updated. The identification of when and what data is historical shall be configurable in a manner that a job or process can be turned to lock the records.*

Yes, Tyler complies with this requirement.

4.1.1.41 Valuation - the system must have the ability to value the following:

Yes, Tyler complies with this requirement.

4.1.1.41.1 Real Property

- Residential property including manufactured housing
- Commercial property
- Industrial property
- Farm property, use value based on farm rental income
- Natural Resource property
- Active and reserves
- Oil & Gas- active and reserves
- Sand, gravel, etc. - active and reserves
- Managed Timberland - use value based on soil productivity

Yes, Tyler complies with this requirement.

4.1.1.41.2 Personal Property

- Tangible personal property
- Manufactured housing
- Automobiles, trucks, planes, boats, campers and other transport items, -low book value
- Machinery and equipment
- Furniture and fixtures
- Inventory
- Computer hardware and software
- Royalties and working interests for natural resource producers
- Buildings on leased land
- Chattels real
- Leasehold interests
- Pollution abatement equipment, 5% of original cost
- Salvage value, 5% of original costs
- Specialized tooling, 5% of original costs
- High technology/internet advertising servers, personal property, 5% of original costs

Yes, Tyler complies with this requirement.

4.1.1.42 *Valuation of Surface Real Property - the system must have the ability to value surface real property as follows:*

Yes, Tyler complies with this requirement.

4.1.1.42.1 *Land Valuation*

4.1.1.42.1.1 *The software must provide a table-driven land valuation system with percentage adjustments for site characteristics.*

Yes, Tyler complies with this requirement.

4.1.1.42.2 *Land valuation tables*

4.1.1.42.2.1 *The system must include a set of land valuation tables based on the average unit value method and the base lot method*

Yes, Tyler complies with this requirement.

4.1.1.42.2.2 *The tables must be indexed by neighborhood and land use code.*

Yes, Tyler complies with this requirement.

4.1.1.42.2.3 *The user must be able to specify land valuation rates for the following units of comparison*

- Acre
- Square Foot
- Front Foot
- Parcel or Lot

Yes, Tyler complies with this requirement.

4.1.1.42.2.4 *Appraisers must be able to select which valuation method to use for individual parcels*

Yes, Tyler complies with this requirement.

4.1.1.42.2.5 *The system must support size and depth adjustments*

Yes, Tyler complies with this requirement.

4.1.1.42.2.5.1 *Size adjustment that can be built into square foot valuation tables*

Yes, Tyler complies with this requirement.

4.1.1.42.2.5.2 *Size adjustments that can stand as separate tables*

Yes, Tyler complies with this requirement.

4.1.1.42.2.5.3 *Depth adjustments for land appraised on a front foot basis should stand as a separate table*

Yes, Tyler complies with this requirement.

4.1.1.42.3 *Percentage adjustments for site characteristics*

Yes, Tyler complies with this requirement.

4.1.1.42.3.1 *Users must be able to specify percentage adjustments for site characteristics, such as topography, water frontage, view, excess traffic, and so forth.*

Yes, Tyler complies with this requirement.

4.1.1.42.3.2 *These adjustments must be table-driven so that the user does not have to specify them for individual parcels*

Yes, Tyler complies with this requirement.

4.1.1.42.3.3 *Users must be able to specify separate adjustment factors by neighborhood, for example, factor of 1.50 for lake frontage in one neighborhood and a factor of 1.70 in another neighborhood*

Yes, Tyler complies with this requirement.

4.1.1.42.3.4 *Users must have the ability to flag and retrieve adjustments for review by query routine or batch reports*

Yes, Tyler complies with this requirement.

4.1.1.42.3.5 *The system must have the ability to support manual appraisals*

Yes, Tyler complies with this requirement.

4.1.1.42.3.6 *When land is appraised manually, appraisers*

must have the ability to enter an "override" value that takes precedence over any table-computed value

Yes, Tyler complies with this requirement.

4.1.1.42.3.7 *The system must have the ability to override land rates and adjustment factors on an individual parcel basis*

Yes, Tyler complies with this requirement.

4.1.1.42.4 *The proposed system must allow multiple land uses for a single parcel and to be separately coded and priced*

Yes, Tyler complies with this requirement.

4.1.1.42.5 *The proposed system must allow users the ability to calibrate land rates and adjustment factors.*

Yes, Tyler complies with this requirement.

4.1.1.43 *Cost Approach*

4.1.1.43.1 *The system must contain a current cost module that is table-driven and customized for West Virginia.*

Yes, Tyler complies with this requirement.

4.1.1.43.2 *Once the cost module is completed the Vendor must indicate the source of the cost factors and how they should be updated by the user and provide documentation of their derivation*

Yes, Tyler complies with this requirement.

4.1.1.43.3 *The cost system must cover all common structures found in West Virginia*

Yes, Tyler complies with this requirement.

4.1.1.43.4 *The system must operate in both batch and interactive mode.*

Yes, Tyler complies with this requirement.

4.1.1.43.5 *Cost tables must handle common structure types with the ability manually to price unusual structures.*

Yes, Tyler complies with this requirement.

4.1.1.43.6 *Costs must include all applicable direct and indirect costs according to commonly accepted industry standards and*

practices.

Yes, Tyler complies with this requirement.

4.1.1.43.7 *Residential and commercial pricing tables must start at a size of not less than 300 square feet.*

Yes, Tyler complies with this requirement.

4.1.1.43.8 *The system must contain the ability to adjust for significant building characteristics and extra features, including, but not limited to, wall type, roof type, heating, cooling, fireplaces and swimming pools.*

Yes, Tyler complies with this requirement.

4.1.1.43.9 *The cost system must recognize differences in construction costs per unit among buildings of various sizes and types. This can be done by varying base rates with size or through a separate adjustment table or formula*

Yes, Tyler complies with this requirement.

4.1.1.43.10 *Economy-of-scale factors must be centered on typical building sizes, so that no adjustment is required for buildings of standard size.*

Yes, Tyler complies with this requirement.

4.1.1.43.11 *Height adjustments must be developed for commercial parcels.*

Yes, Tyler complies with this requirement.

4.1.1.43.12 *Computerized pricing.*

4.1.1.43.12.1 *The cost system must be able to price commonly found structures.*

Yes, Tyler complies with this requirement.

4.1.1.43.12.2 *Tables must exist for the following:*

- *Base rates.*
- *Percentage adjustments or factors for building features such as design, wall type, heating and cooling.*
- *Lump sum or dollar adjustment for extra features, such as fireplaces, Jacuzzis, and*

sheds.

- The user must be able to update these tables interactively.
- Lookup tables must be utilized so that new codes and features can be assigned by users based on instructions contained in the user documentation.

Yes, Tyler complies with this requirement.

4.1.1.44 *Calibrated cost tables*

4.1.1.44.1 *The Vendor must provide initial cost tables for each county that can be largely standardized but must recognize any significant differences in construction costs within each county.*

Yes, the Tyler Cost Approach being used by the State is a model-in-place approach.

4.1.1.44.2 *The cost tables must reflect the current market as of the time of system delivery. The costs must be validated in and reflect the local market.*

Yes, the cost tables meet this requirement.

4.1.1.44.3 *At the time of system delivery the Vendor must describe the source of construction cost data and whether it is proprietary, developed from an analysis of local costs, or based on a commercial service, such as Marshall & Swift.*

The cost tables will be developed from an analysis of actual cost samples of newly constructed residential, commercial, and industrial buildings located in the four (4) unique geographic regions which have been properly adjusted for time.

4.1.1.44.4 *At the time of system delivery the vendor must describe how cost data will be validated and adjusted to the local market.*

Tyler will establish test county/Charleston area as the primary or base region for the cost table studies. We will conduct the base region cost studies for the residential dwelling, residential/agricultural OB&Y structures, and associates depreciation tables, including applicable testing.

4.1.1.44.5 *At the time of system delivery vendor must present information on current fees for updating costs tables if a proprietary source of construction cost data is used.*

Yes, if a proprietary source of information is used, this information will be provided.

4.1.1.44.6 *At the time of system delivery the vendor must provide the cost manual or other documentation which describes how users can update cost schedules and test them for accuracy.*

As part of the update, Tyler will review the instructions, cost tables, depreciation and residual schedules, and a glossary of terms for residential, apartment, agricultural, commercial, and industrial buildings. The text and cost tables will be updated to reflect current construction costs and methods.

4.1.1.45 *Depreciation tables must be provided that are based on age, structure type and construction quality.*

4.1.1.45.1 *Depreciation tables must be based on observed effective age, actual age, and remodel year.*

The IAS CAMA residential and C/I improvements accrued depreciation or percent good tables are a matrix which is set up by the "Year Built" and the "Condition, Desirability, and Usefulness" (CDU) rating of the dwelling, a by "Year Built" and "Condition" for other classes of improvements.

4.1.1.45.2 *The tables must be indexed by use class and construction grade.*

Yes, the tables can be indexed by use class and construction grade.

4.1.1.45.3 *The Vendor must provide multiple residential and multiple commercial depreciation tables that recognize differences in market value within structure type, construction quality and age.*

Yes, the iasWorld CAMA system has multiple residential and multiple commercial depreciation tables that recognize differences in market value within structure type, construction quality and age.

4.1.1.46 *The Vendor must include the ability to appraise using the Income Approach.*

Yes, Tyler complies with this requirement.

4.1.1.46.1 *The vendor must provide a facility for entering and analyzing income and expense data and building income-expense, gross-income-multiplier, and overall rate tables.*

Yes, Tyler complies with this requirement.

4.1.1.46.1.1 *The vendor must provide a program for entering and analyzing income and expense questionnaires, including the computation of median market rents, vacancy ratios, and expense ratios.*

Yes, Tyler complies with this requirement.

4.1.1.46.1.2 *The program must be part of the vendor's software.*

Yes, Tyler complies with this requirement.

4.1.1.46.2 *Appraisers must have the ability to override income, expense and capitalization rates to recognize special features or conditions.*

Yes, Tyler complies with this requirement.

4.1.1.46.3 *Since some income properties cannot be calculated on a mass basis, the system must have the ability whereby the appraiser would enter the necessary data and assumptions, and the computer would calculate the value.*

Yes, Tyler complies with this requirement.

4.1.1.46.4 *Income value must be calculated at the parcel level.*

Yes, Tyler complies with this requirement.

4.1.1.46.5 *Vendor must provide ability to merge income/expense and sales data.*

Yes, Tyler complies with this requirement through the iasWorld Inquire tool. The Inquire feature within iasWorld provides a user-friendly interface for selecting, organizing, summarizing and extracting information maintained in the iasWorld solution.

4.1.1.46.5.1 *The merged file, like the sales file, must contain one record per parcel.*

Yes, Tyler complies with this requirement.

4.1.1.46.5.2 *The data for both sold and unsold parcels must be matched to the income and expense file.*

Yes, Tyler complies with this requirement.

4.1.1.47 *A Market Approach (Improved Parcels) must be provided.*

Yes, Tyler complies with this requirement.

4.1.1.47.1 *The system must provide the ability to maintain tables of market-derived per-unit values and adjustments and, optionally, to develop multiple regression models.*

Yes, Tyler complies with this requirement.

4.1.1.48 Value Reconciliation.

4.1.1.48.1 *The system must produce values based on the cost, income and market approaches.*

Yes, Tyler complies with this requirement.

4.1.1.48.2 *Appraisers must have the ability to select the value deemed most applicable or to assign an override value.*

Yes, Tyler complies with this requirement.

4.1.1.48.3 *Reports must summarize existing values and highlight any parcels for which values could not be computed.*

Yes, Tyler complies with this requirement.

4.1.1.48.4 *The system must provide separate fields for values computed by the cost approach, market approach, gross income multiplier method and net income capitalization method.*

Yes, Tyler complies with this requirement.

4.1.1.48.5 *Additional fields must be provided for an appraiser override value, an appeals board value and a court determined value.*

Yes, Tyler complies with this requirement.

4.1.1.48.6 *A value source code must specify which of these values to use for tax purposes.*

Yes, Tyler complies with this requirement.

4.1.1.48.7 *A valuation comment field must be provided for appraisers to explain an override value (codes may be used for this purpose) or to enter other information.*

Yes, Tyler complies with this requirement.

4.1.1.48.8 *Appraisers must not have to update value sources on an individual parcel basis except for cases where the default source is overridden.*

Yes, Tyler complies with this requirement.

4.1.1.48.9 *The system must provide a value application report.*

Yes, Tyler complies with this requirement.

4.1.1.49 *There must be an overall value summary report that must include, but not*

be limited to, the following for each use class, tax class or property type.

- *The number of parcels*
- *Total value*
- *Average value per square foot (or other appropriate unit of comparison).*
- *Number of valid sales.*
- *Key sales ratio statistics (most importantly the median and coefficient of dispersion).*
- *For single family residential properties, the report must have the ability to be broken out by neighborhood.*

Yes, Tyler complies with this requirement.

4.1.1.50 *There must be a value error report that identifies and lists such parcels for which applicable values could not be computed because of invalid or missing data.*

Yes, Tyler complies with this requirement.

4.1.1.50.1 *The report must list the problem data or otherwise indicate why a value could not be computed.*

Yes, Tyler complies with this requirement.

4.1.1.50.2 *The report must list parcels with extreme, unusual or inconsistent data, such as a single family residence with fewer than 300 square feet or more basement area than main living area.*

Yes, Tyler complies with this requirement through the iasWorld Inquire tool.

4.1.1.50.3 *The system must supply sales lists for each of several major property types and a program for identifying the most comparable sales for a given subject parcel.*

Yes, Tyler complies with this requirement.

4.1.1.50.4 *There must be a report that lists sales by parcel number, by parcel number stratified by land use code or major property group and tax class for a user selected sale date range.*

Yes, Tyler complies with this requirement through the iasWorld Inquire tool.

4.1.1.50.5 *The report must display these items:*

- *County*

- *District*
- *Neighborhood*
- *Tax Class*
- *Property Type*
- *Vacant or improved*
- *Previous year's value, source code and validity code*
- *Current year's value, source code and validity code*
- *Key land and improvement characteristics*
- *Sale date and price*
- *Reports must be generated for each county, district/corporation*
- *There must be a statewide report.*
- *For single family residential properties, there must be a program that finds and reports comparable sales, or comparable properties, for a given subject parcel.*

Yes, Tyler complies with this requirement through the iasWorld Inquire tool.

4.1.1.50.6 *The user must have the ability to query all valid sales based on any combination of attributes contained in the database.*

Yes, Tyler complies with this requirement through the iasWorld Inquire tool.

4.1.1.50.7 *The Vendor must provide documentation and instruction on operation of the comparable sales system, including how distance metrics are computed and how to change sale selection parameters, for example, variable weights and sale data ranges.*

Yes, Tyler complies with this requirement.

4.1.1.51 *The sales record must contain a sales validation code indicating whether sales are valid indicators of market value or, if not, why not. The codes should be consistent with professional standards and State of West Virginia guidelines.*

Yes, Tyler complies with this requirement.

4.1.1.51.1 *There must be a parameter-driven sales ratio program that displays traditional sales ratio studies by strata of the sales price. Statistics reported must include:*

- *The number of sales in the applicable time period.*

- *The number of valid or usable sales.*
- *The median, the mean and the standard deviation.*
- *The coefficient of dispersion.*
- *The price related differential.*
- *Whether improved or vacant*
- *Sale price*
- *Aggregate ratio*
- *Ratios which are calculated by excluding outliers with a median + or - twice the standard deviation.*
- *Ratios calculated by excluding State appraised property (industrial, natural resources).*
- *These statistics must be computed as defined in most recent IAAO Standard on Ratio Studies.*
- *Totals by category with or without farm and managed timberland sales.*

Yes, Tyler complies with this requirement.

4.1.1.51.2 *Users must be able to obtain reports of results by major property group, use class and tax class as well as key subgroups of single family residential properties, including neighborhoods.*

Yes, Tyler complies with this requirement.

4.1.1.51.3 *Users must be able to specify parameters for sales included in the study, including assessment year, sale date range, sale price range and ratio range.*

Yes, Tyler complies with this requirement.

4.1.1.51.4 *Users must be able to request an optional report listing all sales used in sales ratio calculations.*

Yes, Tyler complies with this requirement.

4.1.1.51.4.1 *The report must be sorted so as to match the basic strata used in the sales ratio report.*

Yes, Tyler complies with this requirement.

4.1.1.51.4.2 *Reported data must include parcel number, land use code, neighborhood, key property characteristics, sale date, sale price, adjusted*

sale price, tax class and sale ratio.

Yes, Tyler complies with this requirement.

4.1.1.51.4.3 *Within strata, sales must be sorted by sale ratio.*

Yes, Tyler complies with this requirement.

4.1.1.51.5 *At the time of system delivery The Vendor must describe any graphics capabilities that will be used in sales ratio analyses.*

iasWorld provides many options for sales analysis, including many variations of baseline reports (which include some tabular and graphical formats) and use of the Inquire reporting tool to provide information in a tabular or graphical format. In addition, an optional Analyze tool is available to assist with sales analysis. The Analyze tool provides the following features to assist in analysis:

- Advanced data visualization options: explore data visually on instant click-and-display views, including a scatter diagram, GIS maps, Pictometry, data detail tables, distribution charts and comprehensive statistical measures and moments.
- Real-time, quick and easy data exploration; isolate individual parcels or distribution chart bars and switch views for different types of analysis. Selections made in one view are highlighted on different views, enabling further exploration of details for individual parcels or parcel groups.
- Scatter diagram view; display parcels in the dataset as points on a scatter diagram; select the ratio format (median ratio, mean ration, or ratio = 1) and lines of tolerance. View point labels (sale price). Zoom in to clustered areas. Select or deselect individual points.
- Data table views; review comprehensive data and sales details about each parcel in the dataset – data details are configurable.
- Statistical distribution views; select attribute/measure combinations to use to analyze the dataset on a graph display. Select any bar for a drill-down detail view, and change the attribute/measure combination for the detail view to get a different perspective on the selected members.
- Map view; view parcels in the dataset using a map display. Apply color coding using sales ratio bin values. Select or deselect parcels using area, line, or polygon draw tools.
- Create reports with optional inclusion of analysis views in Analyze (scatter diagram, charts, map, statistics), with separate details for the selected and unselected sets.

4.1.1.51.6 *The system must compare percentages changes in assessed values for those properties that were sold in a defined period and those that did not sell during the defined period.*

Yes, Tyler complies with this requirement.

4.1.1.51.6.1 *Reports that present only summary*

information for each stratum or group being analyzed (giving mean and median percentage changes, counts, and the results of the Mann-Whitney test).

Yes, Tyler complies with this requirement.

4.1.1.51.6.2 *Reports that present the preceding information plus a one line characterization of each property (such as address, type codes, size and assessed value).*

Yes, Tyler complies with this requirement.

4.1.1.51.6.3 *Reports that use multiple lines to describe the properties in greater detail.*

Yes, Tyler complies with this requirement.

4.1.1.51.7 *At the time of system delivery the Vendor must provide a user's manual documenting operation and use of the sales analysis and sales ratio study system.*

Yes, Tyler complies with this requirement.

4.1.1.52 *Personal Property Valuation*

4.1.1.52.1 *The following personal property types must be valued:*

- *Manufactured housing*
- *Automobiles, trucks, aircraft, boats, campers and other transport items.*
- *Machinery and equipment*
- *Furniture and fixtures*
- *Inventory*
- *Computer hardware and software*
- *Royalties and working interests for producers*
- *Buildings on leased land*
- *Chattels real*
- *Leasehold improvements*
- *Incomplete construction*
- *High technology and internet advertising servers and tangible personal property, pollution abatement equipment, tools, dies and molds - salvage value.*

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Yes, Tyler complies with this requirement.

4.1.1.52.2 *The proposed system(s) must provide at least as much valuation flexibility as the current Personal Property system provides.*

- *Must be able to place owners value*
- *Must be able to place assessors value*
- *Must be able to use nationally accepted car guide*

Yes, Tyler complies with this requirement.

4.1.1.52.3 *The proposed system(s) must provide for the following valuation procedures.*

Yes, Tyler complies with this requirement.

4.1.1.52.3.1 *Transportation equipment valuation system.*

Yes, Tyler complies with this requirement.

4.1.1.52.3.1.1 *The vehicle valuation system must provide for on-line interactive valuation using both the "VIN" number and "make-year-model" approach.*

Yes, Tyler complies with this requirement.

4.1.1.52.3.1.2 *The system must provide a valuation module to value other transport equipment including, but not limited to, motorcycles, boats, airplanes, campers, recreational vehicles, and all-terrain vehicles.*

Yes, Tyler complies with this requirement.

4.1.1.52.3.1.3 *The State will provide the valuation tables for cars, trucks, motorcycles, boats, recreational vehicles and all-terrain vehicles.*

Yes, Tyler complies with this requirement.

4.1.1.52.3.2 *The system must allow, and the Vendor must*

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provide, depreciation and trending tables to value computer equipment, machinery, equipment, furniture and fixtures and leasehold improvements.

Yes, Tyler complies with this requirement.

4.1.1.52.3.3 *The system must provide tables to provide for current market values for manufactured housing.*

Yes, Tyler complies with this requirement.

4.1.1.52.3.3.1 *The values for manufactured housing from the personal property module and the real property module must arrive at the same values for the same property.*

Yes, Tyler complies with this requirement.

4.1.1.52.3.3.2 *The values for additional items for manufactured housing such as skirts, underpinnings, decks and porches, must be the same whether the property is considered real or personal property.*

Yes, Tyler complies with this requirement.

4.1.1.53 *Natural Resource Valuation*

4.1.1.53.1 *For each section the vendor must describe and provide samples of layouts, screens, reports, and any other items required in that section.*

Although this functionality is not currently in our iasWorld product it would be migrated to the product from our IAS 4.0 product as part of the implementation effort.

4.1.1.53.2 *Coal and other mined mineral types must be valued according to West Virginia Code 11-1c-10 and Legislative Regulations Title 110 Series II using the income approach for active and producing, market or income for reserves resulting in a value per seam per acre or per mineral type.*

Although this functionality is not currently in our iasWorld product it would be migrated to the product from our IAS 4.0 product as part of the implementation effort.

4.1.1.53.2.1 *The user must be able to specify valuations for the following units of coal (by individual seam) and/or mineral type.*

- Permitted including active producing and active reserve coal
- Reserves
- Mineable
- Un-mineable
- Mined out and/or barren

Although this functionality is not currently in our iasWorld product it would be migrated to the product from our IAS 4.0 product as part of the implementation effort.

4.1.1.53.3 *Gas and Oil Valuation*

4.1.1.53.3.1 *Gas and oil property types must be valued according to West Virginia Code 11 - 1c-10 and Legislative Regulations Title 110 Series I J using the income approach for active and producing, market or income for reserves resulting in a value per acre.*

Although this functionality is not currently in our iasWorld product it would be migrated to the product from our IAS 4.0 product as part of the implementation effort.

4.1.1.53.3.2 *The user must be able to specify valuations for the following units:*

4.1.1.53.3.2.1 *Producing Gas & Oil*

Although this functionality is not currently in our iasWorld product it would be migrated to the product from our IAS 4.0 product as part of the implementation effort.

4.1.1.53.3.2.2 *Reserve Gas & Oil*

- -Leased non-producing
- -Non-leased/non- income producing

Although this functionality is not currently in our iasWorld product it would be migrated to the product from our IAS 4.0 product as part of the implementation effort.

4.1.1.53.4 *Managed Timberland*

4.1.1.53.4.1 *Managed timberland property must be valued according to West Virginia Code 11-1c-1 land Legislative Regulations Title 110 Series I H by soil grade, by county, by region.*

Although this functionality is not currently in our iasWorld product it would be migrated to the product from our IAS 4.0 product as part of the implementation effort.

4.1.1.53.5 *Valuation reports must be available for the following:*

- *State*
- *Region*
- *County*
- *District*
- *Seam/or other mineral type*
- *Formation type*
- *Type of mineral- coal, oil, gas or other*
- *Type of activity*
- *Permit number*
- *API well number*
- *Owner's name*
- *Producer's name*
- *Type of mine - deep or surface*
- *Type of well - oil, gas or salt brine*

Although this functionality is not currently in our iasWorld product it would be migrated to the product from our IAS 4.0 product as part of the implementation effort.

4.1.1.54 *The vendor is responsible for providing all hardware and software required to implement and support the system at the data center level. A complete description of the hardware and it's functionality to the project shall be included as part of the RFQ. A listing of the software to be used within the cloud data center shall be included along with a description of its functionality within the scope of the project. The proposed hardware must be of enterprise quality. All equipment must be kept in good working order, and should have maintenance agreements/warranties in place to minimize any downtime the Tax Department might face. The company must have a primary and backup data center that is on separate power grids. The data centers must meet all Tier 2 requirements with redundant site infrastructure capacity components with expected availability of*

99.741 %.

The following describes the environment that will be established to support the State's deployment within the Tyler hosting center. In addition to the Tyler environment, Tyler will deploy an ASA device to establish connectivity between the State's network and the Tyler hosting center. This private tunnel will facilitate any in-scope integrations as well as act as another layer of application security. Tyler maintains active maintenance agreements on all enterprise class hardware and systems within the two data Tyler centers. Tyler's primary data center for this solution is located in Dallas, Texas and the Disaster Recovery site is in Maine. Tyler's data center meets Tier 2 requirements and the SLA included in the appendix describes the commitment to uptime availability.

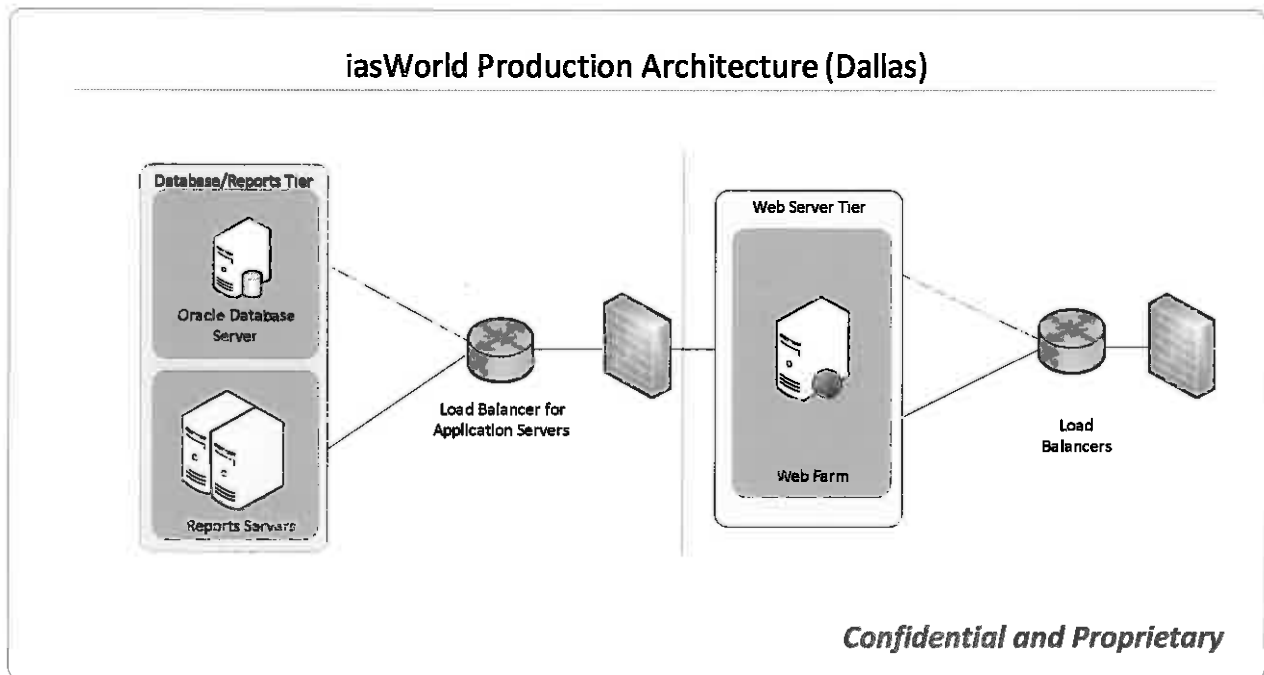


Figure 4: iasWorld Production Environment located in Dallas, Texas

State of West Virginia

Valuation and Assessment System, Solicitation No. CRFQ 0702 TAX1600000001

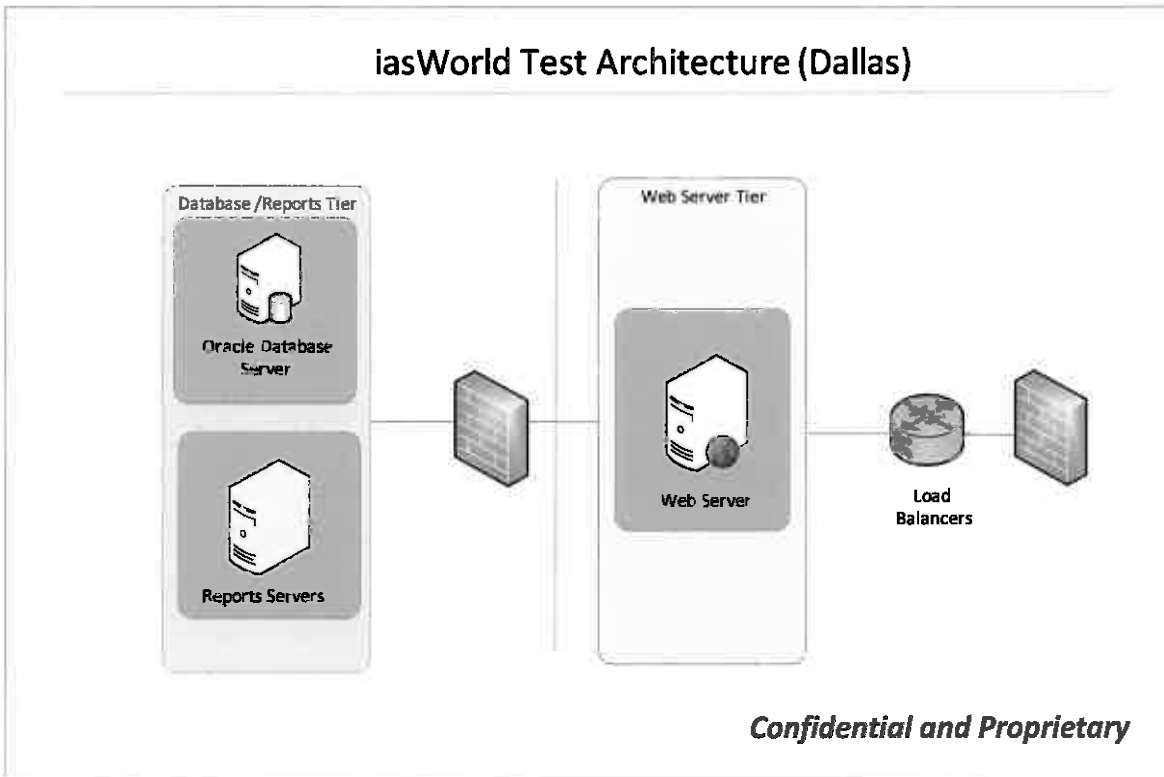


Figure 5: iasWorld Test Environment located in Dallas, Texas

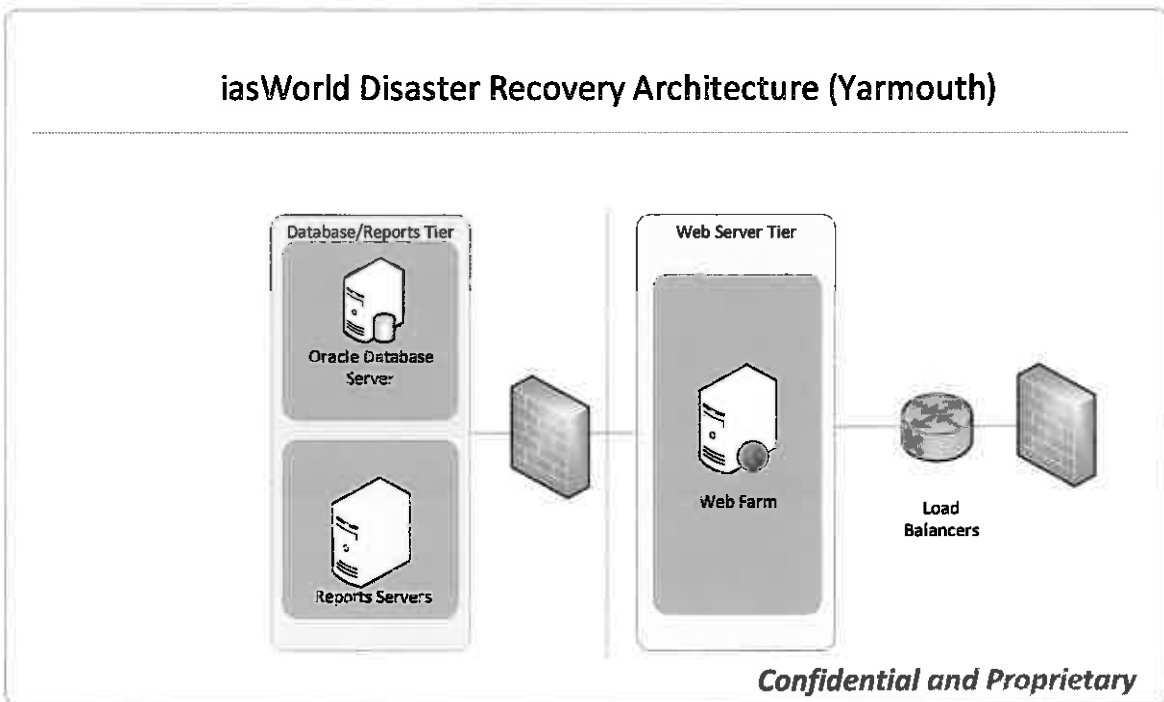


Figure 6: iasWorld Disaster Recovery Environment located in Yarmouth, Maine

4.1.1.55 Client side Hardware and Software Requirements

Vendor will provide a complete description of the minimum and recommended hardware and software requirements that the State and Counties will need to access and use the system. PC and laptop operating system requirements, software requirements, processor information and RAM size shall be disclosed, in addition to any other mandatory or recommended requirements to fully access and use the system without a performance delay. Operating systems supported should be the two most current versions of Windows.

Please see the table below for recommended PC specifications for workstations.

		Operating System	
		Windows 7	Windows 8
CPU	Minimum	2.0 x the Microsoft recommended CPU requirements	2.0 x the Microsoft recommended CPU requirements
	Recommended	3.0 x the Microsoft recommended CPU requirements	3.0 x the Microsoft recommended CPU requirements
RAM	Minimum	2.0 x the Microsoft recommended RAM	2.0 x the Microsoft recommended RAM
	Recommended	3.0 x the Microsoft recommended RAM	3.0 x the Microsoft recommended RAM
Examples	Minimum	2 GHz x64 processor 2 GB RAM	2 GHz x64 processor 2 GB RAM
	Recommended	3 GHz x64 processor 3 GB RAM	3 GHz x64 processor 3 GB RAM
Architecture		The use of the 64bit versions of the Windows operating system on 64bit supported workstations is highly recommended. The 32bit versions are supported, but we recommend using the higher recommendations for CPU and RAM.	
Browser		iasWorld 7.1 supports Internet Explorer 9.0 and 10.0. There are iasWorld modules that can be accessed via additional browsers. Please consult the iasWorld Release Notes 7.1 document for further details.	
Screen Resolution		iasWorld is designed for use on client workstations with a screen resolution of at least 1024x768, but a screen resolution of 1280 x 1024 is most desirable. Resolutions lower than 1024x768 are not supported. The use of multiple monitors is beneficial and can increase productivity.	

4.1.1.56 Configuration Change Management / Version Control

The Vendor shall provide a full description of the configuration change management system and controls for system processes and system design and change. The Vendor shall outline what version control is available in the system for reports and forms/screens.

The software for the iasWorld product is managed in Microsoft's TFS source control product. For release process, reference the document "Release Process" included in the back of this section.

4.1.1.57 Testing, Documentation and Training

4.1.1.57.1 *System software must perform as required by the mandatory specifications in this CRFQ.*

Tyler will configure and modify iasWorld to meet the mandatory requirements of the CRFQ based on our responses.

4.1.1.57.2 *Vendors must submit a plan describing their standard software testing procedures.*

Testing

Tyler plans to conduct extensive testing of iasWorld. It will begin with unit testing after each module is installed and will conclude with an end-to-end system acceptance test. A testing database will be created and the results of each test documented for tracking through the correction cycle. Each test will be repeated until the trials have been successful. The complete test sequence is:

- Unit testing – Code for specific modules' functions to specification.
- Alpha testing – Related modules function together as specified.
- Beta testing – All modules function together as a system.
- Acceptance testing – iasWorld functions as specified.

Unit Testing

Tyler will test each component of the iasWorld software as it is installed. These are the unit tests and they are well supported by the Oracle tools and debugging aids. The unit testing will also encompass examination of the functional logic to ensure that the business rules have been implemented properly in each module. Any errors or problems will be recorded in the test database and corrected prior to proceeding.

Our development methodology includes selected load and stress testing at this stage. Occasionally, it is beneficial to use an automated tool for load and stress testing. Our experience in large jurisdictions is that the load is more a function of user tasks and applications in use, rather than the number of users. Therefore, it will be appropriate to simulate a mix of activities typical in the daily operation of the County, including both queries and batch computations.

In summary, Tyler will complete comprehensive unit testing of functionality and module load performance to ensure that each module meets the County's required specifications.

Unit Test Tasks

Tyler will carry out the following tasks as part of the unit testing procedure:

- Establish required functionality of the module to be tested
- Test each function
- Determine functionality pass/fail
- Repeat test as necessary until trial is acceptable
- Record faults, errors, and corrections in the test database
- Perform load and stress testing

In summary, Tyler will plan and conduct thorough unit tests for each system module. The tests will include assessment of both functionality and business rule execution, and load performance.

Alpha Testing

Tyler will conduct Alpha-level testing which will ensure that the entire system functions in accordance with the County's specifications and requirements. The Alpha Testing process will begin with the integration of the completed and approved modules into a full test system. Tyler will develop test case scripts and scenarios to simulate the different types of case conditions the system will support. The scripts will use data from the test database to assess system processing and the ensuing results. County staff may be asked to provide input to ensure the scripts and scenarios accurately portray everyday tasks.

Scripts and scenarios will test transaction and back office functions using preloaded test data. Every aspect of iasWorld from data entry screens to executive reports, from archive retrieval to system linkages, will be analyzed, evaluated, and finally, verified prior to Beta Testing. At the conclusion of the Alpha integration test, the system is ready for the next level of deployment and testing.

In summary, Tyler will execute Alpha Testing to ensure programs function together properly and systems operate and interact correctly. Deficiencies discovered during this phase of system testing will be addressed.

Alpha Testing Tasks

To prepare for Alpha Testing, Tyler will:

- Develop Alpha Test Plans
- Create test data consistent with the test plans
- Record, track, report, and correct identified problems
- Document test results

Beta Testing

The Beta Testing regimen will be designed to test the developed software in an end-to-end scenario that parallels the normal cycle of operation followed by the County. The Unit and Alpha Testing that precedes the Beta Test phase validates that the software functions at the component level, using test data and testing scenarios. The Beta Test phase validates that the installed software will function by using actual data in scenarios that match the actual processes being performed on a day-to-day basis.

Beta Testing Tasks

Beta Testing is meant to simulate/parallel live operation as performed by the County staff. By this phase of the project, Tyler will have already converted and balanced the data extracted from the various sources. Because the source data has already been converted, filtered and balanced, the Beta Testing phase can be performed using live data, importantly paralleling real life scenarios, providing the ability to identify, track, evaluate, and resolve any discrepancies between legacy processes and systems and the new iasWorld processes and systems being implemented.

Experience has shown that many inconsistencies that arise during Beta Testing and subsequent "go live" operation are because anomalies exist in the converted data. Often, much testing and debugging time is spent trying to fix a software problem, only to discover that the real problem is data related. Unit and Alpha Testing are performed using test data sets that have been created specifically for testing and, hence, do not always accurately reflect the true state of the data that has been extracted and converted for use in the production software.

The following summarizes Beta Testing tasks:

- Prepare Beta Test Plans
- identify Beta Test team members
- Establish mechanism to record, track, and report on Beta Test incidents
- Execute installed parallel software and processes

Acceptance Testing

Tyler's approach to performing Acceptance Testing takes advantage of the fact that a functioning iasWorld will be installed early in the project. iasWorld was built using Oracle; this enables the various modules to be configured to match current business processes and associated data to be easily accommodated.

This early installation approach avoids the inherent problems normally associated with a software implementation effort. Traditionally, software implementation proceeds sequentially and integration cannot be truly validated until Beta Testing is complete. The sequential approach delays the resolution of issues and bugs dependent upon the successful installation and testing of iasWorld components.

Much of the County's requirements are already addressed by the inherent functionality of iasWorld and simply require migration / conversion of existing data and valuation tables to iasWorld along with appropriate configuration of various iasWorld system tables to address the County's procedures and processes in determining assessments, etc. To a significant extent validation of much of this functionality can effectively be started in conjunction with the system walk-through in the gap analysis phase of the project. iasWorld can be configured to simulate processes and demonstrate how iasWorld addresses various scenarios, and clarify where current iasWorld capabilities fall short of the County's needs. Often alternate approaches may be tested, and in some cases can address the County's business needs without requiring program changes.

In a relational database system, the most important architectural component is the database model. The efficacy of the incorporation of applications that will be integrated with the core software will, in large part, be determined by the design of the database that will support the integration. Our proposed approach is analogous to a wind tunnel for aircraft designers or a test basin for ship designers. iasWorld will be the "scale model" in the wind tunnel or test basin to determine if assumptions made about process flows, data relationships, scalability, and user interactions are valid.

Our experience has shown that user acceptance of new software is greatly enhanced by following this implementation model. Users are given an opportunity to interact with, react to, and provide feedback about concepts well in advance of final testing and implementation. The Company approach provides early, hands-on interaction with the user community, giving them the time to become confident with and comfortable using the system. This early adoption affords the County staff the opportunity to assume ownership of the final system well in advance of placing it into production.

Acceptance Testing Tasks

The following summarizes the Acceptance Testing tasks:

- Prepare Acceptance Test Plan
- Identify Acceptance Test Team Members
- Establish mechanism to record, track, and report on Acceptance Test incidents
- Record, track and report on each incident until resolved

4.1.1.57.3 Once the contract is awarded and prior to the start of training the Vendor must prepare a plan for training personnel from each county and the State and submit to the State.

Tyler will prepare a training plan prior to the start of training.

4.1.1.58 Hardware Disposal / Spoilage

The Vendor certifies that the data processed during the performance of this agreement will be completely purged from all data storage

components of his or her computer facility, and no output will be retained by the Vendor at the time the work is completed. If immediate purging of all data storage components is not possible, the Vendor certifies that any state and/or federal data remaining in any storage component will be safeguarded to prevent unauthorized disclosures. Any spoilage or any intermediate hard copy printout that may result during the processing of data will be given to the Department or his or her designee. When this is not possible, the Vendor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the Department or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.

All customer servers and environment data will be removed when a customer is no longer a hosting client. Encrypted data backups will be retained under Tyler's secure data storage policies. Tyler will certify that any intermediate hardcopy print outs will be destroyed.

4.1.1.59 Software Ownership

4.1.1.59.1 *The Vendor must provide the application source code to the State.*

Tyler does not provide source code as part of the software delivery. To protect the State's investment in iasWorld, the State may enroll as a beneficiary to Tyler's escrow agreement with Iron Mountain and pay directly to Iron Mountain the annual beneficiary fee. Release of the Tyler source code would be in accordance with the escrow agreement.

4.1.1.59.2 *The State will own the application source code and be free to update or modify it as their discretion after formal acceptance of the Vendor's system. If the State modifies the source code, the Vendor will not be liable for any operating problems that occur as a result and will not be responsible for providing technical support for the changes unless mutually agreed to by the parties.*

Tyler's iasWorld clients do not have the ability to make changes to the application source code as it is not delivered with the application, as stated in 4.1.1.59.1 above; therefore, State users will not have the ability to modify the source code.

4.1.1.59.3 *The State will own the valuation tables, the property characteristics and market data in any data files maintained on the Vendor's computers.*

Tyler agrees that the data stored within the application including valuation tables, property characteristics and market data is owned and belongs to the State.

4.1.1.60 Performance Measures

After the contract is awarded The Vendor shall outline what performance measures they use to evaluate their system regarding system response and production support response times.

We would provide this upon contract award.

4.1.1.61 Project Management.

The Tax Department will not increase its staff in consequence of the undertakings described in the RFQ. Rather, it intends to rely for day-to-day administration of the contract on the project manager (PM), through whom the vendor will report. Ultimate authority, of course, will lie with the State. The State will assign an IT executive sponsor / project manager who will coordinate the IT activities of the project with other State IT initiatives and be responsible for all IT technical decisions and IT aspects of the project.

Tyler intends to assign a project manager to this effort. The Tyler PM will work with the State assigned Project Manager.

4.1.1.61.1 *Within 4 weeks after the award of the contract the Vendor must have a formal project management methodology, entailing time and resource management through the use of such techniques as PERT charts, resource planning, leveling, and deployment, critical path management, and the like, preferably embedded in a standard PC-based software package to be provided to the State.*

Tyler can meet the requested timeline for establishing a formal project management methodology. For project collaboration, we will provide a Microsoft SharePoint site.

4.1.1.62 Quality Assurance.

Once the contract is awarded the Vendor must describe their quality assurance programs to the State within 4 weeks.

Tyler can meet this requirement.

4.1.1.63 Testing System

The vendor needs to establish a test system in order to test changes to system reports, forms/screens, components and or processes prior to implementation within the production environment. Change requests

may also require direct updates to data and the test system needs to be available for testing data changes prior to implementation within the production environment. The test system should contain production data that is updated at least twice-a-month. The test system must encompass all system functionality including, but not limited to, any web-based functionality in place for electronic filing, etc.

The test system needs to be available to State Tax Department users and the State IT staff for performing and testing any change request prior to a production implementation. The testing procedures need to be outlined by the vendor. The State Tax Department users and the State IT staff need to be trained on the procedures for testing and for final implementation of a change into the production system.

Tyler will provide a test site.

4.1.1.64 Major Non-Monetary Resource Requirements

4.1.1.64.1 *No later than two weeks after the award of the contract the Vendor must indicate their non-monetary resource requirements, such as work space, access to selected State and county personnel, etc.,.*

Tyler can provide the non-monetary requirements within two weeks after the execution of the contract with the State.

4.1.1.64.2 *Person-hour scheduling and reaction time requirements for responsible personnel from the counties, State, Property Tax and the PM relating to the detailed design, specification, and acceptance testing of the software.*

Similar to our response in section 4.1.64.1 above, Tyler will provide to the State the anticipated personnel needs from the State and Counties within two weeks of contract execution.

4.1.1.65 Assessment Administration

4.1.1.65.1 *Should have the ability to link proper tax class and accompanying tax rates to each account. For a description of tax classes, see Appendix "B".*

Yes, Tyler complies with this requirement.

4.1.1.65.2 *Should have the ability to calculate and maintain back tax amounts at correct tax class and rate for 5 previous years.*

Yes, Tyler complies with this requirement.

4.1.1.65.3 *Should have the ability to establish a fractional assessed value at a percentage of appraised value. Currently 60% is to be used.*

Yes, Tyler complies with this requirement.

4.1.1.65.4 *Should have the ability to split values because of multiple owners for an individual account, double assessments for an individual account, and multiple tax classes for an individual account.*

Yes, Tyler complies with this requirement.

4.1.1.65.5 *Should have the ability to give each county sheriff computer readable data for generation of tax tickets and statements.*

Yes, Tyler complies with this requirement.

4.1.1.65.6 *Should have the ability to maintain penalty and forfeiture information.*

iasWorld does allow for penalty and forfeiture information to be stored within the system. Since the taxes are currently collected outside of the state system, the expectation is that this information would be inputted manually or potentially by an interface program. Further information and research may be required during the project implementation.

4.1.1.65.7 *Should have the ability to send "increase" letters to taxpayers based on selecting a percent increase from the previous tax year.*

Yes, Tyler complies with this requirement.

4.1.1.65.8 *Should have the ability to handle foreign addresses.*

Yes, Tyler complies with this requirement.

4.1.1.65.9 *Should have the ability to track real property parcels and personal property accounts and items which are included in a Tax Increment Financing (TIF) District.*

Yes, Tyler complies with this requirement.

4.1.1.65.10 *Should have the ability to maintain base year, assessed value, current assessed value and assessed value differences for those real property parcels and personal property accounts and items which are part of a TIF District.*

Yes, Tyler complies with this requirement.

4.1.2 Commodity Line 2 - System Support

4.1.2.1 *The Vendor must provide support for the system for three years beyond sign-off upon successful completion of system testing at Tax and in all counties, whichever is later.*

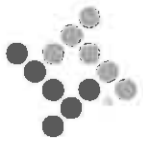
Tyler will provide the necessary support and hosting services for a minimum of three years beyond the completion of system testing and the deployment in all counties. Tyler has provided pricing on the price sheets for the initial 3 year term of implementation and five years of hosting and support for a total 8 year term.

4.1.2.2 *The Vendor must propose optional support plans beyond the initial support period.*

Tyler is prepared to provide support and hosting beyond the initial support period. Tyler's maintenance program provides significant value to our clients through future enhancements and releases of new functionality. Tyler does not have any plans to not support the proposed system.

4.1.2.3 *Upon termination of this Agreement for any reason, the Vendor will provide to the State a complete copy of the data in a format required by the Department and agreed to by the Vendor, and the code set for those modules they have purchased. The copy of the data will be sent to the State along with a Letter of Transmittal that includes a signoff by the Director of Information Technology or their assignee, that the State approves the data received. The Vendor can also assist the State at the State's request in loading this data and code set on State supplied hardware at the Vendor's then prevailing Time and Material rates. Additionally, the Vendor will provide access to the data by the Department for thirty (30) days after the date of termination and shall retain a copy of the data for ninety (90) days after the date of termination at no charge.*

Tyler will provide the State with the State data in the event of termination or non-renewal of the support and hosting agreement, along with the software that has been licensed and purchased by the State. Tyler can agree to provide transition services that the then current Time and Materials Rates. Tyler would like to discuss the scope of the request to access the application for up to thirty days after termination as there may be costs associated with that access for the State.



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Software Release Process

Overview

This document provides an overview of the iasWorld software release process including a summary of the different release types that can be made available.

Why is a release process important?

In order to protect the integrity of the product, it is important that a controlled development environment be enforced. The following are all reasons why software must be delivered only through a release process:

- To guarantee the quality of the product and any modifications or enhancements through standardized releases.
- To ensure all clients are on a version of standard release.
- To avoid repeating the same work; this causes schedules to be missed and project cost overruns.
- To ensure speed to market of the new release to all clients.
- To protect the integrity of the code for all clients.
- To ensure that product enhancement modifications are not introduced in the software patch process.

What are the different types of product releases?

iasWorld releases can be categorized as one of the following:

1. Major version release – iasWorld 7.1.0.000

This release introduces one or more major enhancements to the product's functionality, architecture, or user experience.



2. Minor version release – iasWorld 7.1.0.000

This release introduces planned product enhancements, fixes and legislative changes to the major release.

3. Service Release – iasWorld 7.1.0.000

This release is occasionally produced when updates to the current release stream are needed to deliver consolidated defect corrections and minor improvements and/or enhancements with limited or no impact to existing install legislative driven enhancements that must be distributed prior to scheduled release cycles.

4. Pre-release Build – iasWorld 7.1.0.000 PRB 1

This release is optionally created as a release candidate in advance of a Major or Minor release as a way of distributing enhancements for client review and acceptance testing prior to the creation of a final release. In some cases, multiple pre-release builds are generated to accommodate a more agile iterative approach.

5. Patch – iasWorld 7.1.0.001

Patches are created on a fixed schedule for deployment against officially released versions of the product. They typically contain one or more fixes for identified bugs or other minor code changes to support improved usability.

What are the key milestones in the release process?

Producing a release requires a process that is linear in nature. This process establishes certain dates by which milestones in the process must be completed. This section introduces each of these key dates and describes the requirements behind each.

1. Cutoff Date for Release Consideration

This is the last date for any submission of enhancements to the iasWorld product for the planned release date. The date is set to provide sufficient time for the development requests to be planned, resources allocated, and coding to be completed without risk to the quality of the product.

Any submissions after this date would need to be distributed in the next release.

2. Cutoff Date for Software Changes

A software change is any change to the source of the iasWorld product. These changes include but are not necessarily limited to tables, views, transactions, web services, etc., – any item maintained in our Microsoft TFS source control. This date is established more as

an internal control for the iasWorld product group. The date indicates that all coding changes must be complete by this point to be included in the release (i.e., all source checks completed) and allows adequate time for the release to go through the Quality Control testing processes.

3. Release Production Process

During the iasWorld product release production process, several items are addressed including

- a. The creation and testing of all needed installation and setup scripts,**
- b. The completion of documentation updates, installation instructions, and read me files; and,**
- c. Testing by the Quality Assurance team who completes a variety of actions including automated and manual tests to verify the expected operation of all systems and functionality to ensure the final release adheres to a strong level of quality.**

4. Final Production of Release

The last phase in this process is producing the finalized release. After the completion of the release production processes, a final release version is created, packaged and shipped. Subsequently, all new support requirements and new feature development occurs in a new code/version stream.

Exceptions and Clarifications

Tyler prefers to use the standard Tyler contract as the basis for beginning contract negotiations, 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 the State that are not included in the Tyler contract. Tyler is amenable to accommodating the State's contract requests by incorporating mutually agreed clauses into the contract.

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. ***We reserve the right to negotiate any and all terms to the mutual satisfaction of the parties.***

General Terms and Conditions, Section 1, Contractual Agreement and Section 12, Acceptance/Rejection: Tyler's signature on its bid signifies Tyler's agreement to be bound by and accept the terms and conditions contained in the Contract, **except as modified by, taken exception to or otherwise provided in Tyler's Proposal.**

General Terms and Conditions, Section 3, Contract Term; Renewal; Extension and Section 6, Pricing: Tyler reserves the right to negotiate pricing for annual renewal terms.

General Terms and Conditions, Section 8, Performance Bond: A performance bond, if required, will have an associated cost to State based upon the total bond amount. Tyler has provided an estimated cost based on the proposed scope of services, however, the final bond cost may be subject to change based upon changes in project scope. A performance bond covers Tyler's performance of services only. Tyler may only obtain the performance bond after a contract is executed. The performance bond shall be effective for a period of two (2) years. In the event the implementation project is not complete and State desires to extend or renew the performance bond, additional premiums will apply.

The form of bond is dictated by Tyler's surety company, however if selected, Tyler will approach its surety company with the State's requested bond content.

General Terms and Conditions, Section 8, Insurance: Tyler can provide a certificate of insurance naming the State as a Certificate Holder after the contract is executed.

General Terms and Conditions, Section 11, Liquidated Damages: Tyler cannot agree to liquidated damages provisions.

General Terms and Conditions, Section 12, Acceptance/Rejection: Because the Tyler software is proprietary to Tyler, only Tyler is able to implement its software.

General Terms and Conditions, Section 13, Funding: If the State should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products and/or services set forth in the contract, or other means of performing the same functions of such products, the State may unilaterally terminate the contract upon thirty days' prior written notice to Tyler. Upon termination, the State shall remit payment for all products and services delivered to the State and all expenses incurred by Tyler prior to Tyler's receipt of the termination notice. The State will not be entitled to a refund or offset of previously paid software, services and/or other fees.

General Terms and Conditions, Section 14, Payment: Tyler's standard payment terms for Software as a Service contracts provide for equal quarterly payments of the annual SaaS fees, commencing on contract signing. Service fees and associated expenses are billed as provided/incurred and are due thirty days from receipt of invoice.

General Terms and Conditions, Section 16, Cancellation and Section 28, Bankruptcy and Specifications, Section 10, Vendor Default: The State may terminate the contract for cause in the event Tyler fails to cure a material breach within thirty days of receiving notice from the State. The State will make payment to Tyler for all undisputed products, services and expenses delivered or incurred prior to the date Tyler received the State's termination notice. Payment for disputed products, services and expenses, and the State's remedies, will be determined through the mutually agreed dispute resolution process. The State will not be entitled to a refund or offset of previously paid software, services and other fees.

General Terms and Conditions, Section 17, Time: Tyler does not agree to "Time being made of the essence", however, Tyler will begin and perform services in accordance with the mutually agreed upon implementation plan schedule.

General Terms and Conditions, Section 19, Compliance: Tyler reserves the right to review and discuss with the State specific local laws and regulations that the State wishes to incorporate into the final contract.

General Terms and Conditions, Section 24, Subsequent Forms: Tyler is agreeable to incorporating certain provision of the RFQ and proposal into the final contract, provided, however, that the order of precedence shall be 1) the mutually agreed upon contract terms, 2) Tyler's proposal, and 3) the RFQ.

General Terms and Conditions, Section 25, Assignment: Neither party may assign the contract without the prior written consent of the other party, except that Tyler may, without the prior written consent of the State, assign the contract in its entirety to the surviving entity of any merger or consolidation or to any purchaser of substantially all of Tyler's assets.

General Terms and Conditions, Section 26, Warranty: For as long as the State has a Software as a Service Agreement in place, Tyler warrants that the Tyler software products will substantially conform to the then-current version of the Tyler user manuals and the functional descriptions of the Tyler software

products contained in Tyler's Proposal, with the then-current Tyler user manuals controlling in the event of conflict. Tyler warrants that it will perform services in a professional, workmanlike manner, consistent with industry standards. In the event Tyler provides services that do not conform to this warranty, Tyler will re-perform the services at no additional cost to the State. Tyler is opposed to providing the implied warranties of merchantability and fitness for a particular purpose, as Tyler believes they are subjective. Tyler provides a comprehensive warranty tied to the Proposal checklist and then-current user guides.

General Terms and Conditions, Section 29, Confidentiality: Please see Tyler's separate exceptions to the Confidentiality Policies and Information Security Accountability Requirements. Tyler requests that any confidentiality provisions be mutual.

General Terms and Conditions, Section 30, Disclosure: Tyler shall retain ownership of all (i) software products licensed to the State; and (ii) proprietary information contained in the Proposal and all deliverables. Tyler reserves the right to protest the public disclosure of its confidential and proprietary information, consistent with applicable public records laws.

General Terms and Conditions, Section 36, Indemnification: Tyler shall indemnify and hold harmless the State from and against any and all direct claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) for personal injury or property damage arising from Tyler's negligence or willful misconduct. Except as otherwise expressly set forth in the agreement, Tyler's liability for damages arising out of the agreement, whether based on a theory of contract or tort, including negligence and strict liability, shall be limited to the lesser of (a) State's actual direct damages or (b) the amounts paid by State under the agreement. The limitation of liability shall not apply to claims that are subject to Tyler's agreement to indemnify State. To the maximum extent permitted by applicable law, in no event shall Tyler be liable for any special, incidental, punitive, indirect, or consequential damages whatsoever, even if Tyler has been advised of the possibility of such damages.

General Terms and Conditions, Section 38, Additional Agency and Local Government Use: This Agreement may be extended to other local government bodies in the State of West Virginia to purchase products and services from Tyler on terms and conditions identical to the terms and conditions in this Agreement, except that pricing shall be based on the specific demographics and needs of the local governments at the time of purchase. Any local government utilizing this Agreement will place its own order(s) directly with Tyler and shall be required to execute a separate contract with Tyler.

General Terms and Conditions, Section 40, Reports: Tyler will reasonably provide reports during the term of the contract as required by applicable law or as required by the agreed upon scope of work.

General Terms and Conditions, Section 41, Background Checks: Tyler conducts routine background checks as part of pre-employment screening. Tyler will not conduct further checks, however State may conduct such further checks at its own time, cost and expense.

Specifications, Section 2, Definitions: The parties' contract will contain such definitions as are mutually agreeable to the parties and based on the substantive terms of the contract.

Specifications, Section 4.1.1.1: Tyler's Proposal includes a sample project schedule. Tyler will deliver the actual project schedule upon obtaining further information from the City once implementation is underway.

Specifications, Section 4.1.1.3, Payment Schedule and Section 7, Payment: If State believes any delivered product or service does not conform to the warranties in this Agreement, State will provide Tyler with written notice within fifteen (15) days of State's receipt of the applicable invoice.

Specifications, Section 4.1.1.9: Tyler performs maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, Tyler will provide advance notice of those windows and will coordinate to the greatest extent possible with the State.

Specifications, Section 4.1.1.11: The documentation available to our end users is more focused around end user documentation. Since the source code is not delivered with the executable files there is no developer manual that is available. There is information around the database configuration as well as standards and procedures.

Specifications, Section 4.1.1.12, Confidentiality: Tyler employees sign Tyler's standard Confidentiality Statement. Tyler reserves the right to discuss the requirement that all data involved in the project be considered confidential tax information. Tyler agrees to comply with applicable State and Federal privacy and confidentiality laws.

Specifications, Section 4.1.1.12.2, Inspections and Specifications, Section 4.1.1.13 : Tyler will certify that its hosting services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 16, Type 2, and that Tyler will maintain, Type II SSAE compliance, or its equivalence, for the term of the contract. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), Tyler can provide the State with a summary of Tyler's SSAE-16 compliance report and can provide that same information annually to State upon written request.

To the extent State determines the need to make an on-site inspection, Tyler reserves the right to put reasonable limits on the State's on-site inspections.

Tyler reserves the right to discuss and negotiate with State with respect to the applicability of any additional requirements under IRS Publication 1075 which are not adequately addressed by Tyler's SSAE report.

Specifications, Section 4.1.1.12.3, Annual Security Training: Tyler will ensure that its employees who access State's data to perform work under the contract, understand, agree to be bound by, and receive appropriate instruction as to how to comply with the data protection provisions of this Agreement.

Specifications, Section 4.1.1.12.4, Audit and Accountability: Tyler maintains industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. Tyler ensures regular review of information system activity, such as audit logs, access reports, and security incident tracking reports to detect incidents and breaches and will provide State with information regarding any incident or breach involving State-specific data in conformance with applicable state and federal law.

Specifications, Section 4.1.1.12.6, Remote Access: Tyler reserves the right to discuss this provision. In the context of the statement, it appears State is referring to a person VPN client, like a workstation. Tyler uses VPN devices, like a network hardware device, which are not using two-factor authentication.

Specifications, Section 4.1.1.12.7.8, Encryption Keys: Tyler does not have the ability to allow the State to control the encryption keys. Tyler is willing to discuss this specific requirement and negotiate an alternative mutually agreeable provision based on those discussions.

Specifications, Section 4.1.1.15: Tyler has fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of State's data is lost, we will use best commercial efforts to restore all the data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any data loss as greatly as possible.

Specifications, Section 4.1.1.54: Tyler will provide the SaaS Services according to its then-current SLA, a copy of which is provided as part of Tyler's Proposal.

Specifications, Section 4.1.1.59, Software Ownership: Tyler retains all ownership and intellectual property rights to the SaaS services, the Tyler Software, and anything developed by Tyler under the contract. The State will not acquire any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services contract. Tyler does not disclose the Tyler Software source code to SaaS Clients.

Specifications, Section 4.1.2.3: Upon termination or expiration of the contract, Tyler will ensure that all State data is securely returned or destroyed, as directed by State. Transfer to the State or to a third party designated by the State of a final archive or final backup shall occur no later than thirty (30) days after the effective date of termination and shall be provided in a standard database backup file format.

Notice of State of West Virginia Confidentiality Policies and Information Security Accountability Requirements:

Section 3.0, Background, Page 1: Tyler follows industry standards related to the confidentiality, security and availability of its SaaS Services. Tyler reserves the right to discuss and negotiate Tyler's responsibilities related to a loss of data directly caused by Tyler.

Section 4.3.4, Page 3: Tyler will ensure regular review of information system activity, such as audit logs, access reports, and security incident tracking reports to detect incidents and breaches and provide State with information regarding any incident or breach involving State data in conformance with applicable state and federal law.

Section 4.4.2, Notification of Breach, Pages 3-4: In accordance with applicable State and Federal law, Tyler will notify State of a security breach or potential security breach, fully investigate the incident, and cooperate fully with State's investigation and response to the incident. Tyler will reimburse State for reasonable costs incurred by State in investigation and remediation of any security breach directly caused by Tyler.

Section 4.5, Page 4: Tyler conducts routine background checks as part of pre-employment screening. Tyler will not conduct further checks, however Client may conduct such further checks at its own time, cost and expense.

Section 4.7, Page 4-5: Tyler uses SSL for any web accessible applications and VPN are used for backend communication (which use AES for their encryption cipher).

Tyler certifies that its Software as a Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 16, Type 2, and that Tyler has attained, and will maintain, Type II SSAE compliance, or its equivalence, for so long as State is timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), Tyler will provide State with a summary of Tyler's SSAE-16 compliance report. Every year thereafter, for so long as the NDA is in effect and in which State makes a written request, Tyler will provide that same information.

August 27, 2015

RE: **State of West Virginia Request for Quotation CRFQ 0702 TAX 1600000001 Valuation and Assessment Administration System Request for Confidentiality Under West Virginia Code Section 29B-1-4(a)(1) and (2)**

Dear Sir or Madam:

This letter supplements the Tyler Technologies, Inc. ("Tyler") Proposal in response to the above-referenced RFP. Tyler has identified the portions of its Proposal which Tyler considers to be exempt from disclosure under West Virginia's Freedom of Information Act by clearly marking those portions with a "confidential and proprietary" watermark and segregating such portions of the Proposal. This letter provides Tyler's detailed explanation of why such portions of the Proposal should remain confidential and not be disclosed in the event of a public records request.

For the reasons set forth below, Tyler requests that the following components of the Tyler Proposal be protected from disclosure as these constitute Tyler's trade secrets:

- (1) Pages 2-51 of the Technical Proposal Volume, containing Tyler's response to the mandatory technical requirements, including the attached document titled "Software Release Process" (the "**Requirements**");
- (2) Pages 1-5 of the Cost Proposal Volume, which contains pricing information (the "**Pricing Proposal**"); and

Pursuant to W.Va. Code Section 29B-1-4(a)(1), trade secret information included in vendor proposals is exempt from further disclosure. Trade secret information may include, but is not limited to, " any formula, plan pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information which is not patented which is known only to certain individuals within a commercial concern who are using it to fabricate, produce or compound an article or trade or service or to located minerals or other substance, having a commercial value, and which gives its users an opportunity to obtain business advantage over competitors".

A. Requirements.

Tyler has developed its proprietary software application as a license-only software subject to terms, conditions and restrictions regarding use and disclosure. The Tyler software application is not an open source or free-ware application. Tyler contracts contain confidentiality provisions to help ensure that these trade secrets remain between Tyler and its customers and we object to the release of the same information provided in confidence to a prospective client as part of the RFP process.

The **Requirements** pages contain software application trade secrets. The specifications include a variety of confidential and proprietary data detailing the workings of the Tyler software products. That data

includes descriptions of the computer systems and programs offered by Tyler and/or its partners; functional techniques, processes and operations, including technological developments and inventions; and other information not generally known to outside of Tyler's business. Understandably the State of West Virginia wants to have a level of comfort that the software will meet its needs from a technical perspective when evaluating a proposal, however the downside is that in order to help in the due diligence process, Tyler must expose detailed descriptions about the functioning of its proprietary software. Given that this is a competitive industry and the very existence of our company is predicated on the proprietary nature of the software, Tyler considers the relative secrecy of this level of detail extremely important to its ongoing survival.

Tyler goes to great lengths to protect the confidentiality of **Requirements** specifications, and only discloses them subject to non-disclosure agreements or proprietary protections such as those asserted here (and in Tyler's Proposal, where they are originally presented). The software industry is highly competitive, and that competitiveness is grounded in a company's ability to develop and provide a software system that is efficient, effective, and evolved. Tyler invests millions of dollars per year to develop top-tier software solutions. Disclosure of such **Requirements** documents may adversely affect Tyler's reputation, sales success, and financial portfolio.

Due to the fact that many of Tyler's employees are engaged in developing and improving the software, many employees are aware of the functionality contained in the **Requirements**. However, Tyler employees, upon hire, sign a Confidentiality Agreement, promising not to disclose the information obtained during employment. In addition, only the employees who need to know the information have access to information surrounding software functionality.

B. Pricing Proposal.

Disclosure of the **Pricing Proposal** will give any downstream consumer of this information an unfair bidding advantage. Tyler's pricing structure for individual software modules and services is a highly nuanced framework that Tyler has refined over many years of business. If any competitor were given the **Pricing Proposal**, they could predict future Tyler quotes and re-price its own bid accordingly. Release of this formula or process would cause competitive harm to Tyler therefore it is certainly of value to Tyler in maintaining the confidentiality of this detailed information.

The open procurement and bidding process in the State of West Virginia strives to ensure fair and accurate bidding. There is a clear intent to protect the integrity of the process and ultimately ensure fiscal responsibility for the funds entrusted to government by the citizens of the State of West Virginia. Protecting competitive pricing information in this situation is the only way to give force and effect to the process that the State has created.

As a final observation on this particular issue, it is clear that if Tyler were to provide this information to its competitor for use in a bidding opportunity it would be labeled "bid-rigging" or collusion. It seems unfathomable that the competitor should be provided the same information by way of operation of the open records provisions of West Virginia law. To allow such a result turns the intent of the open records statute on its head and into a means to circumvent the open bidding process. A competitor should not be entitled to information by way of public disclosure that they are prohibited from having otherwise.

Without question, there is value to Tyler maintaining the secrecy of the information contained in the **Requirements and Pricing Proposal** and value to competitors in obtaining this information. Substantial and irreparable harm would occur should this information be made generally available. Finally Tyler takes reasonable steps to protect this information, including litigation, in addition to those practices noted above.

For your reference, I am enclosing a September 2010 Mississippi court order that (a) ruled that Tyler's "Checklist" contained "highly sensitive confidential and proprietary information of a commercial nature"; (b) made that same finding as to the *entirety* of Tyler's proposal; and (c) barred the production of either document. Here, Tyler does not seek to exempt the entire Tyler Proposal from disclosure, but Tyler does believe the Mississippi court's findings should be persuasive in the State's evaluation and is offered as an example of the measures Tyler takes to protect this information.

We appreciate your time and consideration, and stand ready to answer any questions or concerns you may have.

Sincerely,

A handwritten signature in black ink, appearing to read "Andrew D. Teed". The signature is fluid and cursive, with the first name "Andrew" and last name "Teed" clearly distinguishable.

Andrew D. Teed
President, ERP / Appraisal & Tax Divisions

Enclosure

IN THE CHANCERY COURT FOR THE FIRST JUDICIAL DISTRICT
HINDS COUNTY, MISSISSIPPI



EST A TRUE COPY
FILED

IN RE:

TYLER TECHNOLOGIES, INC.'S PETITION FOR
PROTECTIVE ORDER PREVENTING
DISCLOSURE OF INFORMATION CONTAINED IN
DOCUMENTS FILED WITH THE MISSISSIPPI
DEPARTMENT OF INFORMATION TECHNOLOGY
SERVICES

SEP 08 2010

EDDIE JEAN CARR, CHANCERY CLERK

Johnson

CIVIL ACTION NO. G-2010-1425

PROTECTIVE ORDER

This matter came before the Court on September 8, 2010, pursuant to a petition submitted by Tyler Technologies, Inc. ("Tyler") requesting a protective order preventing the disclosure of certain information contained in documents submitted to the Mississippi Department of Information Technology Services ("ITS") on the grounds that this information is confidential and proprietary in nature and/or constitutes trade secrets and is exempt from the provisions of the Mississippi Public Records Act of 1983 under Miss. Code Ann. § 25-61-9 and § 79-23-1.

After reviewing the petition of Tyler and the exhibits and appendices attached thereto, and after an *in camera* review of the information contained in the documents submitted to ITS, this Court finds that the following portions of these documents contain information that is exempt from the provisions of the Mississippi Public Records Act of 1983:

DOCUMENT	REASON
<p>Tyler Technologies, Inc.'s ("Tyler's") Proposal submitted to the Mississippi Department of Information Technology Services ("ITS") on March 15, 2010 (erroneously dated March 15, 2009), in response to ITS Request for Proposal No. 3598 regarding a fully-integrated enterprise resource planning ("ERP") software solution on an up-to-date technology platform capable of interfacing with multiple administrative and management systems in use by the State of Mississippi.</p>	<p>This Proposal was submitted by Tyler in response to a memorandum from ITS regarding ITS Request for Proposal No. 3598. These documents, and all information contained therein, contain highly sensitive confidential and proprietary information of a commercial nature. This information is a trade secret of Tyler protected from disclosure. Disclosure of the information contained in these documents will substantially impede Tyler's ability to compete.</p>
<p>ITS video of Tyler's ERP 5-day demonstration recorded by ITS to demonstrate in detail Tyler's software capabilities and functionality and its conformity with the requirements of the RFP.</p>	<p>This video was made by ITS in conjunction with Tyler's Proposal. This video, and all information contained therein, contains highly sensitive confidential and proprietary information of a commercial nature. This information is a trade secret of Tyler protected from disclosure. Disclosure of the information contained in this video will substantially impede Tyler's ability to compete.</p>
<p>Tyler's Functionality Checklists submitted electronically along with its Proposal, which show in detail Tyler's software capabilities and functionality and its conformity with the requirements of the RFP.</p>	<p>These Excel spreadsheets were submitted along with Tyler's Proposal. These Excel spreadsheets, and all information contained therein, contain highly sensitive confidential and proprietary information of a commercial nature. This information is a trade secret of Tyler protected from disclosure. Disclosure of the information contained in these Excel spreadsheets will substantially impede Tyler's ability to compete.</p>

IT IS THEREFORE, ORDERED AND ADJUDGED that each and every document specified herein above, shall not be given, shown, disclosed, made available or communicated by the ITS, or any subdivision thereof, in any form to anyone other than to the Court and its officers or to Tyler and its officers, agents and employees.

All confidential documents and other materials submitted to the Court by Tyler for the *in camera* review shall be returned to Tyler through its attorneys.

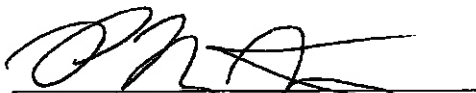
This Protective Order shall remain in full force and effect until revoked or replaced by another protective order.

SO ORDERED AND ADJUDGED this the 8th day of September, 2010.

Signed WILLIAM SINGLETARY

HINDS COUNTY CHANCERY JUDGE

PREPARED BY:



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ATTORNEY FOR TYLER TECHNOLOGIES, INC.

Jackson 5548988v1



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

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:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means [INSERT CLIENT NAME].
- **"Data"** means the data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Concurrent Users"** means the number of concurrent users that are authorized to use the SaaS Services. The Defined Concurrent Users for the Agreement are [INSERT].
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date on which your authorized representative signs the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system

management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, support services for the Tyler Software under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.

- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all of our customers. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party End User License Agreement(s)”** means the end user license agreement(s), if any, for the Third Party Software attached as Exhibit D.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software and related interfaces identified in the Investment Summary.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. **Rights Granted**. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Concurrent Users only. Access to the Tyler Software will be provided under the terms of the SLA. We will host and make available to you, over a network including the Internet, the Tyler Software, as well as the RAM, CPU and bandwidth needed to operate the Tyler Software consistent with industry standards. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services.
2. **SaaS Fees**. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Concurrent Users and amount of Data Storage Capacity. You may add additional concurrent users or additional data storage capacity on the terms set forth in Section H(1). We reserve the right, with thirty (30) days' prior written notice, to deny you access to the Tyler Software if you do not timely pay the SaaS Fees according to this Section and Section E(2).
3. **Ownership**.
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only. You must retain all proprietary notices,

logos, copyright notices, and similar markings on all such copies.

3.3 You retain all ownership and intellectual property rights to the Data.

4. **Restrictions.** You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. **Software Warranty.** We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the SLA and our then current Support Call Process. You acknowledge that we do not control your Internet access or internal network capabilities.
6. **Data Security and Privacy.**
 - 6.1 We certify that our hosting services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 16, Type 2, and that we have attained, and will maintain, Type II SSAE compliance, or its equivalence, for the Term. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with evidence of compliance with this section, as well as a copy of our SSAE-16 compliance report. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.
 - 6.2 You will be hosted on shared hardware, but all of your data will be stored in a dedicated database, which is inaccessible to our other customers.
 - 6.3 We have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your data is lost, we will use best commercial efforts to restore all the data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your data may be lost, measured in relation to a disaster we declare.
 - 6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.
 - 6.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will undertake an additional security audit, on terms and

timing to be mutually agreed to by the parties, at your written request.

- 6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a Client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule.
 - 6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned data. At your written request, we will provide test results – either non-specific or Client-specific – to you within a commercially reasonable timeframe after receipt of the request.
 - 6.8 We provide secure data transmission paths from each of your workstations to our servers.
 - 6.9 All of our employees undergo criminal background checks prior to hire and sign our confidentiality agreement and security policies.
 - 6.10 Our data center is accessible only by authorized personnel with a unique key entry. All other visitors must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
 - 6.11 We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity.
 - 6.12 We will ensure regular review of information system activity, such as audit logs, access reports, and security incident tracking reports to detect incidents and breaches and provide you with information regarding any incident or breach involving Client-specific data in conformance with applicable state and federal law.
 - 6.13 We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols.
7. **Databases.** Prices include test, training, and production databases. The production and training databases share a code stream.
 8. **PCI Compliance.** The Tyler Software does not process, record or store credit card information, and is therefore not subject to the Payment Card Industry (“PCI”) standards. In the event Tyler Software is modified such that it does require the processing, recording or storage of credit card information, we will negotiate a mutually agreeable amendment to this Agreement to address our PCI compliance obligations, if any.

SECTION C – OTHER PROFESSIONAL SERVICES

1. **Other Professional Services.** We will provide you the various implementation-related services itemized in the Investment Summary. You will receive those services according to our industry-standard implementation plan, which outlines roles and responsibilities in calendar and project

documentation. We will finalize that documentation with you upon execution of this Agreement.

2. **Professional Services Fees.** You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. **Additional Services.** The Investment Summary contains the scope of services and related costs required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days.
4. **Cancellation.** If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. **Services Warranty.** We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. **Site Access and Requirements.** You agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide the services, subject to any reasonable security protocols or other written policies provided to us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Third Party Products.
7. **Client Assistance.** You acknowledge that the project outlined in this Agreement is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services you have contracted for. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

SECTION D – THIRD PARTY PRODUCTS

1. **Third Party Hardware.** We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. **Third Party Software.** As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party End User License Agreement(s).
3. **Third Party Products Warranties.**

- 3.1 We are authorized by each Developer to grant access to the Third Party Software.
- 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
- 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. **Invoicing and Payment.** We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. **Invoice Disputes.** If you believe any delivered product or service does not conform to the warranties in this Agreement, you will provide us with written notice within fifteen (15) days of your receipt of the applicable invoice. The written notice must contain sufficient detail of the issues you contend are in dispute. We will provide a written response to you that will include either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work together as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may only withhold payment of the amount(s) actually in dispute until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including SaaS Services, if you fail to pay an invoice not disputed as described above.

SECTION F – TERM AND TERMINATION

1. **Term.** The initial term of this Agreement is [INSERT NUMBER] years from [INSERT DATE], 2014, unless earlier terminated as set forth herein. After [INSERT DATE], this Agreement will renew automatically for additional one (1) year terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current term. We reserve the right to increase SaaS Fees if our costs to provide the SaaS Services increase. We will provide you at least ninety (90) days' notice of any increase in SaaS Fees. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. **Termination.** This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.
 - 2.1 **Failure to Pay SaaS Fees.** You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of

receiving written notice of our intent to terminate.

- 2.2 **For Cause.** You may terminate this Agreement for cause in the event we don't cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within forty-five (45) days of receiving a written notice of the alleged breach. You agree to comply with Section H(3), Dispute Resolution, prior to termination.
- 2.3 **Force Majeure.** Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
- 2.4 **Lack of Appropriations.** If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.
- 2.5 **Fees for Termination without Cause during Initial Term.** If you terminate this Agreement during the initial term for any reason other than cause, Force Majeure, or lack of appropriations, or if we terminate this Agreement during the initial term for your failure to pay SaaS Fees, you shall pay us the following early termination fees:
- a. if you terminate during the first year of the initial term, 100% of the SaaS Fees through the date of termination plus 75% of the SaaS Fees then due for the remainder of the initial term;
 - b. if you terminate during the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 50% of the SaaS Fees then due for the remainder of the initial term; and
 - c. if you terminate after the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 25% of the SaaS Fees then due for the remainder of the initial term.

SECTION G – INTELLECTUAL PROPERTY INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend you against any third party claim(s) that the Tyler Software infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (b) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (c)

use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (d) willful infringement.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent.

1.4 If, as a result of an infringement or misappropriation claim, your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate this Agreement and refund the unused SaaS Fees. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE LESSER OF (A) YOUR ACTUAL DIRECT DAMAGES OR (B) THE THEN CURRENT ANNUAL SAAS FEES PAID BY YOU UNDER THIS AGREEMENT. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTION G(1).

4. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; and (d) Workers Compensation complying with applicable statutory requirements. We will add you as an additional insured and provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will meet within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Civil Procedure 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. **Taxes.** The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable U.S. taxes to the proper U.S. authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes arising from our performance of this Agreement.
5. **Nondiscrimination.** We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. **E-Verify.** We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. **Subcontractors.** We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. **No Assignment.** Neither party may assign this Agreement without the prior written consent of the other party; provided, however, that your consent is not required in the event we have a change of control.
9. **Force Majeure.** Neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. **No Intended Third Party Beneficiaries.** This Agreement is entered into solely for the benefit of you

and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement.

11. **Entire Agreement; Amendment.** This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. **Severability.** If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. **No Waiver.** In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. **Independent Contractor.** We are an independent contractor for all purposes under this Agreement.
15. **Notices.** All notices or communications required or permitted as a part of this Agreement must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. **Client Lists.** You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. **Confidentiality.** Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or

(d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. **Business License.** In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

19. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of your state of domicile.

20. **Multiple Originals and Signatures.** This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature.

21. **Contract Documents.** This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement Schedule 1: Support Call Process
Exhibit D	Third Party End User License Agreement

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

Tyler Technologies, Inc.
Appraisal & Tax Division

[INSERT CLIENT NAME]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
4100 Miller Valentine Court
Moraine, OH 45439
Attention: Director of Implementation

Address for Notices:

[INSERT CLIENT NAME]
[INSERT CLIENT ADDRESS]
[INSERT CLIENT ADDRESS]
[INSERT CLIENT CONTACT]

SAMPLE