TOWN OF NATICK
MASSACHUSETTS

TO: Natick Board of Selectmen
Martha White, Town Administrator
William Chenard, Deputy Town Administrator – Operations
Janice Dangelo – Director of Assessing

FROM: Bryan R. Le Blanc, Procurement Officer

DATE: September 1, 2017

SUBJECT: CONTRACT AWARD
Photographing/Imaging of Properties

On August 29, 2017, sealed bids were received in response to the Town of Natick's IFB for Services Related to the Provision of Street-Level Imaging for Properties in the Town of Natick. Bids were received from one (1) bidder. (See attached.)

The lowest bid, in the amount of $43,000.00, was received from Tyler Technologies, Inc. After reviewing references and background, it has been determined that Tyler Technologies, Inc. is a responsible and responsive bidder.

We recommend that the Natick Board of Selectmen award the contract to Tyler Technologies, Inc. for the amount of its bid.

Please advise if you have any questions or require additional information.

Bids Received:	08/29/17
Newspaper Advertisement:	08/14/17
(MetroWest Daily News)	
Website/Town Hall Posting:	08/14/17
Goods and Services Publication:	08/14/17

Funding information: Budget Line, from Assessors' Operating Budget ($43,000.00)

Town of Natick

IFB Opening Form

Bids - Street-Level Imaging/Photography/Natick Assessors

Date & Time: August 29, 2017, 2:00 P.M. EDST

Company Name	Envelope Sealed & Marked		Certificate of Non-Collusion	Tax Compliance Certification	Cert. of Corporate Bidder	Conflict of Interest Certificate	Signature of Bidder & Addenda (N/A)	Certificate of Insurability	Compliance with MGL 151B	Certificate of Non-Debarment	Price
Tyler Technologies, Moraine, OH	x		x	x	x	x	x	x	x	x	$43,000.00

Signed this 29th day of August 2017 under penalty of perjury

CPO Signature: Bryan G. Blum 8/29/17

Witness Signature: Melissa A. [illegible] 8/29/17

Town of Natick, Massachusetts
Contract for Services Related to the Provision of Street-Level Imaging for Properties in the Town of Natick

This Contract is made this eighteenth day of September, 2017, by and between the Town of Natick, Massachusetts, Natick Town Hall, 13 East Central Street, Natick, MA 01760, acting by the Natick Board of Selectmen (hereinafter the "Town of Natick," the "Town," or the "Owner"), and Tyler Technologies, Inc., a corporation organized under the laws of the State of Delaware, with a principal office located at One Tyler Way, Moraine, OH 45439 (hereinafter the "Contractor").

The words "he," "him" and "his" in this Contract, as far as they refer to the Contractor, shall so refer whether the Contractor is an individual, partnership or corporation. All prior contracts, if any exist between the Town and the Contractor, are hereby terminated and shall be of no force and effect.

1. Scope of Services

The Contractor shall provide services related to the provision of street-level imaging for properties in the Town of Natick, as set forth in the Invitation for Bids for Services Related to the Provision of Street-Level Imaging for Properties in the Town of Natick, Massachusetts ("IFB"), issued by the Board of Selectmen of the Town of Natick, Massachusetts, which is incorporated herein by reference.

2. Standard of Care

The Contractor shall exercise due care and diligence in the rendition of all services under this Contract in accordance with the applicable professional standards in the Eastern Massachusetts area. The Contractor's services shall be performed as expeditiously as is consistent with such standards, with professional skill and care, and with the orderly progress of the work.

3. Term

The term of this Contract shall be for one (1) year, commencing as the execution date above and ending one (1) year later. Time is of the essence in the performance of all services rendered under this Contract. All work shall be commenced by October 1, 2017, and shall be completed no later than December 1, 2017.

4. Incorporation of the Invitation for Bids/Order of Priority of Contract Documents

The provisions of the IFB and the Contractor's Bid are incorporated herein by reference. In the event of any conflict among the Contract Documents, the Documents shall be construed according to the following priorities:

Highest Priority:	Amendments to Contract (if any)
Second Priority:	Contract
Third Priority:	Addenda to the IFB (if any)

Fourth Priority:	IFB
Fifth Priority:	Contractor's Bid.

5. Payment

In consideration for performance of the work in accordance with the requirements of this Contract, the Town shall pay the Contractor the prices set forth in the Contractor's Bid, a copy of which is attached hereto and incorporated by reference.

This Contract is a fixed price/fixed rate contract and therefore miscellaneous expenditures associated with the Contractor's work on this project shall not be paid by the Town. In the event that an unforeseen miscellaneous expense is incurred, the Contractor shall receive the Town's approval in writing prior to incurring the expense if it will subsequently seek payment of said expense from the Town.

Payment shall be made to the Contractor for work completed in accordance with this Contract. All requests for payment shall be submitted to the Town as an invoice and shall specify work completed, progress made toward completing deliverables, the number of hours worked, the classification of each employee who performed work, and the billing rate for each employee who performed work on the project.

The Contractor shall submit a monthly invoice, in duplicate, to the Owner for work completed in accordance with this Contract during the month in question.

Payment will be due thirty (30) days after receipt of the Contractor's invoice by the Town for services rendered in accordance with this Contract. The Town shall not make payments in advance.

If the Town objects to all or part of any invoice, the Town shall notify the Contractor in writing within two (2) weeks of the date of receipt of the invoice, and shall pay that portion of the invoice not in dispute within thirty (30) days after the date of receipt of the invoice.

Should it be necessary for the Contractor to engage the services of a specialized contractor or companies other than those originally proposed in the Contractor's response to the Town's IFB, the Contractor shall take such measures only with the Town's prior written approval. Charges for such services shall be billed directly to the Town unless otherwise agreed upon by the parties.

Payment of the amounts due under this Contract shall release the Town of Natick, Massachusetts and its officers, employees, boards, commissions, committees, agents and representatives, from any and all claims and liability in any way

relating to this Contract or anything done in pursuance thereof.

6. Warranty

DELETED – NOT APPLICABLE.

7. Compliance with Laws

The Contractor shall comply with all provisions of Federal, Massachusetts and Town of Natick law applicable to his work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act, as amended, and related regulations, as amended, in effect throughout the term of this Contract and any extension or renewal thereof. Without limitation, the Contractor shall comply with the provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws, as amended, and the applicable minimum wage rates as determined by the Massachusetts Commissioner of Labor and Industries. This Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, as though such terms were set forth in their entirety herein.

8. Insurance

The Contractor shall provide and maintain throughout the term of the Contract and any extension or renewal thereof the following insurance with companies that are authorized and licensed in the Commonwealth of Massachusetts to issue policies for the coverages and limits so required.

a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of $1,000,000/$1,000,000/$1,000,000.

b. Commercial General Liability Insurance, $1,000,000 each occurrence and $2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.

c. Automobile Liability Insurance - Combined single limit of $1,000,000.

d. Professional Liability Insurance – $1,000,000 each occurrence and $2,000,000 aggregate limit. If written on a "claims made" basis, each such policy of professional liability insurance shall be in effect for at least six

(6) years following the termination of this Contract.

e Excess Liability Insurance, Umbrella Form - $1,000,000 each occurrence and $2,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.

f. The Town of Natick shall be named as an additional insured on each such policy of Commercial General Liability Insurance, and Automobile Liability Insurance.

g. All certificates and policies shall contain the following provision:

"Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company will mail thirty (30) days prior written notice thereof to the named certificate holder and to the Natick Town Administrator, Natick Town Hall, 13 East Central Street, Natick, MA 01760, before such cancellation or amendment shall take place."

h. Certificates evidencing such insurance in five (5) copies shall be furnished to the Town at the execution of this Contract. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. The Contractor shall make no claims against the Town of Natick or its officers for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by the Contract.

i. The Contractor shall also be required to provide to the Town of Natick with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance and automobile liability insurance, which indicate that the Town of Natick is named as an additional insured on each such policy.

j. No insurance shall be obtained from an insurer which:

(1) is not licensed to sell insurance in the Commonwealth of Massachusetts; or
(2) is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better.

k. Failure to provide and continue in force such insurance as aforesaid shall

be deemed a material breach of this Contract and shall operate as an immediate termination thereof.

9. Indemnification

The Contractor shall compensate the Town of Natick for all damage to Town property of any nature arising out of the Contractor's work. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Town of Natick and all of its officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by the Contractor of its obligations under this Contract, or the willful or negligent act or omission of the Contractor, its subcontractors, or their officers, employees, agents and representatives or anyone directly or indirectly employed by them, or anyone for whose willful or negligent acts or omissions they may be liable, regarding the work to be performed by the Contractor under the Contract, or which arise out of the violation of any federal, Massachusetts or Town of Natick statute, by-law, rule, regulation, order or directive, or which relate to personal injury or property damage suffered by the Contractor or any of its officers or employees regarding the subject matter of this Contract. Said costs shall include, without limitation, reasonable legal costs, collections fees, and counsel fees incurred in defending any claim or suit that may be brought against the Town and any judgment that may be obtained in any such claim or suit.

10. No Personal Liability

Neither the Town of Natick, nor any of its officers, employees, boards, committees, commissions, agents and representatives, shall be under any personal obligation or incur any personal liability by reason of this Contract, the execution thereof or anything relating thereto which arises out of the breach or violation of any provision of this Contract, or the violation of any Federal, Massachusetts or Town of Natick statute, by-law, rule, regulation, order or directive, or which relates to personal injury or property damage suffered by the Contractor or its employees, regarding the subject matter of this Contract.

11. Familiarity with Area of Work

By signing this Contract, the Contractor acknowledges that it has examined the subject matter of this Contract, and that it is familiar with all sites which are the subject of this contract in the Town of Natick and with all conditions of this Contract. The Contractor has entered into this Contract in reliance on its own examinations and estimates as to the amount and character of its work, and conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto.

12. Performance Bond

DELETED – NOT APPLICABLE.

13. Labor and Materials Payment Bond

DELETED – NOT APPLICABLE.

14. Independent Contractor Status

The Contractor shall provide services under this Contract as an independent contractor with the Town of Natick and not as an employee of the Town of Natick. No employee, agent or representative of the Contractor shall be entitled to receive any benefits of employment with the Town of Natick, including without limitation salary, overtime, vacation pay, holiday pay, sick leave, health insurance, life insurance, pension or deferred compensation.

15. Use of Alcohol and Controlled Substances Prohibited

The Contractor hereby acknowledges that the use of alcoholic beverages, narcotics, and mood altering substances, except under current valid, legal prescriptions, by any officer, employee, agent, or representative of the Contractor is prohibited on Town of Natick property which is the subject matter of this Contract and during all hours of work under this Contract. If any officer, employee, agent, or representative of the Contractor violates the foregoing provision, the Town of Natick shall have the right to order that such officer, employee, agent, or representative of the Contractor shall not be permitted to return to work on this Contract. Under such circumstances, the Contractor shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with this Contract.

16. No Smoking

Pursuant to Massachusetts General Laws (M.G.L.) c. 270, §22, the Commonwealth of Massachusetts Smokefree Workplace Law, the Contractor, its officers, employees, agents, and representatives shall refrain from smoking and from using tobacco products in any public building in the Town of Natick.

17. Criminal Background Screening

For each employee of the Contractor who is performing services under this Contract, the Contractor shall, subject to its confidentiality and privacy obligations owing to its employees and third parties, provide a written confirmation to the Town that such employee passed the Contractor's pre-

employment criminal background screen. In the event that any employee refuses to permit the Contractor to provide such information to the Town, the Contractor shall not assign such employee to perform services for the Town, and such employee shall not be authorized to perform services for the Town. The Town shall be permitted to keep such information in its files.

18. Delays/Force Majeure

Except as specifically set forth in this Contract, neither party shall hold the other responsible or liable for damages or delays in performance caused by acts of God, interruptions in the availability of labor, or other events beyond the control of the other party, or that could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include unusually severe weather, floods, epidemics, wars, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, and project site conditions which could not have been reasonably anticipated. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of the services for the Project.

19. Termination

a. If the Contractor shall breach any provision of this Contract, which breach is not cured within twenty-one (21) days of written notice thereof from the Town to the Contractor, the Town shall have the right to terminate this Contract upon written notice to the Contractor.

b. If any assignment shall be made by the Contractor or by any guarantor of the Contractor for the benefit of creditors, or if a petition is filed by the Contractor or by any guarantor of the Contractor for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against the Contractor and such involuntary petition is not discharged within ninety (90) days thereafter, in any event the Town may terminate this Contract upon written notice to the Contractor.

c. The award of this Contract and the continued operation of this Contract are contingent upon appropriation by Natick Town Meeting of sufficient money to fund the Contract. Should Natick Town Meeting fail to appropriate necessary funds therefor, the Town of Natick shall no longer be under any obligation to tender performance, including payment, under the terms of this Contract. In that event, the Town may terminate this Contract upon written notice to the Contractor.

d. The Town may terminate this Contract upon written notice to the

Contractor if a source of money to fund the Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend the Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.

e. The Town may also terminate this Contract for convenience upon thirty (30) days' written notice to the Contractor.

In the event of termination, the Contractor shall be entitled to be paid for services rendered in accordance with this Contract prior to termination.

In the event that this Contract is terminated pursuant to Section 19a or 19b above, the Town may make any reasonable purchase or contract to purchase services in substitution for services due from the Contractor and may deduct the cost of any substitute contract, or damages sustained by the Town due to non-performance or non-conformance of services together with incidental and consequential damages from the Contract price, and shall withhold such damages from sums due or sums which become due.

20. Notices

. Except as otherwise provided in this Contract all notices required or permitted to be given hereunder shall be in writing and shall be delivered by certified mail or registered mail, return receipt requested, to the parties at the following address or such other address or addresses as to which a party shall have notified the other party in accordance with this Section.

If to the Town:	Natick Town Administrator Natick Town Hall 13 East Central Street Natick, MA 01760
With copies to:	John P. Flynn, Esq. Murphy, Hesse, Toomey & Lehane, LLP 300 Crown Colony Drive, Suite 410 Quincy, MA 02169
If to the Contractor:	President Tyler Technologies, Inc. One Tyler Way Moraine, OH 45439.

21. License

The Town shall have unlimited rights, for the benefit of the Town, in all drawings, designs, specifications, notes and other work developed in the performance of this Contract, including the right to use same on any other project of the Town, without additional cost to the Town; and with respect thereto, the Contractor agrees and hereby grants to the Town an irrevocable royalty-free and nonexclusive license to all such data, which he may cover by copyright, and to all designs as to which he may assert any rights or establish any claim under any patent or copyright laws. The Contractor shall obtain similar irrevocable royalty-free nonexclusive licenses from the Contractor's consultants consistent with this Contract.

22. Miscellaneous Provisions

a. Any action at law or suit in equity instituted by the Contractor as a result of the performance, non-performance or alleged breach of this Contract shall be filed in the Superior Court of the Commonwealth of Massachusetts for Middlesex County, MA, and in no other court or jurisdiction.

b. No action or failure to act by the Town shall constitute a waiver of a right or duty afforded to the Town under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No forbearance or indulgence in any form or manner by the Town shall be construed as a waiver or in any way limit the legal or equitable remedies available to the Town. No waiver by the Town of any default or breach by the Contractor shall constitute a waiver of any subsequent default or breach.

c. If the Contractor discovers or is informed of any discrepancy or inconsistency in the Contract Documents in relation to any law, statute, ordinance, by-law, decree, code, rule, regulation, or order, the Contractor shall promptly, before commencing services under this Contract, report the same to the Town in writing.

d. The Contractor acknowledges that it has not been influenced to enter into this Contract, nor has the Contractor relied upon any warranties or representations not set forth in this instrument.

e. The Contractor shall maintain the confidentiality of information designated by the Town as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless the Contractor has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the Town has expressly waived such confidentiality in advance in writing.

f. The Contractor shall not represent or purport to represent that it speaks for the Town vis-à-vis the media or the public at-large without the Town's express, written

consent in advance.

g. Prior to commencing services under this Contract, the Contractor shall furnish the Town, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal employees of his business who are to be contacted in the event of an after-hours emergency.

h. By entering into this Contract, the Contractor certifies under penalties of perjury that its entry was made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

i. By entering into this Contract, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support.

j. The Contractor understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Contractor with respect to the services required to be provided under this Contract. The Contractor and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

k. Prevailing wage rates shall be paid, pursuant to M.G.L. c.149, §§26-27G, if they are applicable.

l. The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Contractor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.

m. To the extent that any of the foregoing sections required by Massachusetts law are

inconsistent with other, non-statutory sections in this Contract, any statutorily-mandated provisions contained herein shall control.

n. The Contractor shall not assign or subcontract in whole or in part this Contract or in any way transfer any interest in this Contract without the prior express written approval of the Town.

o. The Contractor shall not assign any money due or to become due to the Contractor unless the Town of Natick shall have received prior written notice of such assignment. No such assignment shall relieve the Contractor of its obligations under this Contract.

p. This Contract may be amended only by written consent of the parties.

q. This Contract constitutes the entire agreement of the parties and any other agreement, written or oral, that may exist is excluded from this Contract. When executed, this Contract supersedes any other agreement of any of the parties in connection with the transaction contemplated.

r. If any provision, or portion thereof, of this Contract shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted by law.

s. The provisions of this Contract shall be binding upon and inure to the benefit of the heirs, assigns and successors in interest of the parties.

t. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law issues or principles.

u. This Contract is executed in triplicate as a sealed instrument.

[The remainder of this page is left intentionally blank.]

Town of Natick, Massachusetts
Contract for Services Related to the Provision of Street-Level Imaging for Properties in the Town of Natick

The Town of Natick, Massachusetts

by: the Natick Board of Selectmen

_____
Jonathan H. Freedman, Chairman

_____
Susan G. Salamoff, Vice Chairman

_____
Richard P. Jennett, Jr., Clerk

_____
Michael J. Hickey

_____
Amy K. Mistrot

Dated: _____

Tyler Technologies, Inc.

by:

_____
Signature

_____
Printed Name

_____
Printed Title

Dated: _____

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

This is to certify that, pursuant to M.G.L. c. 44, §31, an appropriation in the amount of this Contract is available therefor, and that the Natick Board of Selectmen is authorized to execute this Contract and to approve all requisitions and execute change orders.

_____ Dated: _____
Arti P. Mehta
Comptroller, Town of Natick

APPROVED AS TO FORM ONLY, AND NOT AS TO SUBSTANCE:

_____ Dated: _____
John P. Flynn, Esq.

Town of Natick, Massachusetts
Contract for Services Related to the Provision of Street-Level Imaging for Properties in the Town of Natick

CERTIFICATE OF VOTE

I_____, hereby certify
(Clerk/Secretary)

that I am the duly qualified and acting
_____of_____
(Title) (Corporation Name)

and I further certify that at a meeting of the Directors of said Corporation duly called and held on _____ 2017, at which meeting all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower either
_____, _____;
(Name) (Title)

_____, _____; or
(Name) (Title)

_____, _____;
(Name) (Title),

any one acting singly, to execute all contracts and bonds on behalf of the Corporation.

I, further certify that the above vote is still in effect on this, the _____ day of _____, 20___, and has not been changed or modified in any respect.

_____
Signature

_____

Printed Name

_____
Printed Title

The certification contained hereabove shall be executed by CONTRACTOR or copy of current "certification of authority to sign for the Corporation" shall be attached

ATTACHMENT A
TOWN OF NATICK
BID FORM
(To be submitted in Envelope B)

(3 pages)

The undersigned hereby submits a sealed Bid for services related to the provision of street-level imaging for properties in the Town of Natick

Printed Name of Bidder:
Tyler Technologies, Inc.
Address: One Tyler Way
Moraine, OH 45439

The Bidder hereby pledges to deliver the complete scope of services required, for the price shown below:

TOTAL COST FORTY-THREE THOUSAND dollars and ZERO cents ($ 43,000 . 00).

In the event of a discrepancy between words and numbers the price stated in words shall govern.

Bidder acknowledges receipt of addenda numbers N/A.
(Write out in both words and numbers.)

The Bidder certifies as follows:

A. Bidder holds all applicable State and Federal permits, licenses and approvals. (Bidder shall attach to the Bid Form copies of all applicable State and Federal permits, licenses, and approvals.)

B. Bidder holds all applicable documentation and Insurance in accordance with this Invitation for Bids. (Bidder shall attach to the Bid Form copies of relevant insurance certificates hereto. Nothing in this provision, however, shall eliminate the requirement that the Bidder, if chosen as the Successful Bidder, shall submit to the Town an endorsement or a rider in compliance with the Contract.) *

C. Bidder is registered with the Secretary of the Commonwealth of Massachusetts to do business in Massachusetts. (Bidder shall attach to the Bid Form a copy of a Letter of Good Standing from the Secretary of the Commonwealth's Office.)

D. Bidder has not failed to perform satisfactorily on contracts of a similar nature.

E. Bidder possesses the skill, ability and integrity necessary for the faithful performance of services under any contract with the Town. Each Bidder shall demonstrate that it is an established business with a minimum of five (5) years' experience in providing services of the type to be rendered in any contract pursuant to this IFB. Bidder's verifiable experience record shall be acceptable to the Town. (Bidder shall attach to the Bid Form a short statement of the status of the business, the year of incorporation/commencement, a list of any name changes, and a list of any lawsuits pending against it. Consultant shall have a valid driver's license and all insurance specified in the contract attached to and incorporated in the IFB. *

F. Bidder provides supervision of all workers performing under all contracts held and pledges to provide such supervision under any contract awarded by the Town.

G. Bidder has adequate personnel and equipment to perform the work expeditiously. *

The award of any contract pursuant to this IFB shall be subject to appropriation by Natick Town Meeting.

The undersigned agrees that all Bid specifications and Contract specifications are hereto made part of any Contract executed with the Town and are binding on the Successful Bidder. *

Authorized Signature

Gus Tenhundfeld
Printed Name

Inside Sales Manager
Printed Title

8/25/2017
Date

Full Legal Name Tyler Technologies, Inc.

Officers of Corporation and Addresses

Please see the attached list.

State of Incorporation Delaware

Principal Place of Business One Tyler Way, Moraine, OH 45439

* Tyler agrees to comply with the conditions, requirements, and instructions of the Request for Proposal, including providing all labor, tools, and equipment necessary to perform the services, except as modified by, taken exception to, or as otherwise provided in Tyler's Proposal.

Tel. 800-800-2581

Qualified in Massachusetts **Yes** X **No** _____

Principal Place of Business in MA Tyler has an office in Groton, CT.

801 Poquonnock Road

Groton, CT 06340

Tel. 800-273-8605

One Tyler Way
Moraine, Ohio 45439

P: 800.800.2581
F: 937.278.3711

www.tylertech.com

Tyler Technologies, Inc.
Corporate Officers

John S. Marr, Jr.
CEO & Chairman of the Board

H. Lynn Moore, Jr.
President

Brian K. Miller
Executive Vice President
Chief Financial Officer and Treasurer

Matthew B. Bieri
Chief Information Officer

Samantha B. Crosby
Chief Marketing Officer

Bruce Graham
Chief Strategy Officer & Interim President,
Courts & Justice Division

Robert J. Sansone
Chief Human Resources Officer

W. Michael Smith
Chief Accounting Officer

Abigail Diaz
Chief Legal Officer

Brett Cate
Chief Sales Officer

Jeff Green
Chief Technology Officer

Terri Alford
Controller

Division Leadership
Andrew D. Teed
President, Enterprise Group and
Appraisal & Tax Division

Corporate Headquarters
5101 Tennyson Parkway
Plano, Texas 75024
972.713.3700
www.tylertech.com

The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

Date: October 21, 2015

To Whom It May Concern :

I hereby certify that according to the records of this office,

TYLER TECHNOLOGIES, INC.

a corporation organized under the laws of

DELAWARE

on **November 13, 1989** was qualified to do business in this Commonwealth on

March 02, 2005 under the provisions of the General Laws, and I further certify that said corporation is still qualified to do business in this Commonwealth.

I also certify that said corporation is not delinquent in the filing of any annual reports required to date.

In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

Certificate Number: 15105880410

Verify this Certificate at: http://corp.sec.state.ma.us/CorpWeb/Certificates/Verify.aspx

Processed by: ili

PROPOSAL

Transforming the Public Sector

Natick, Massachusetts
Street-Level Imaging

August, 29, 2017

© 2017 Tyler Technologies, Inc. All rights reserved.

Tyler Technologies, One Tyler Way, Moraine, Ohio 45439
P: 800.800.2581 D: 937.276.5261 F: 866.658.4258
info@tylertech.com | www.tylertech.com

tyler technologies

Empowering people who serve the public®

One Tyler Way
Moraine, Ohio 45439

P: 800.800.2581
F: 937.278.3711

www.tyler

August 29, 2017

Mr. Bryan LeBlanc
Procurement Officer
Natick Public Works
75 West Street
Natick, MA 01760

RE: Invitation for Bids for Street-Level Imaging

Dear Mr. LeBlanc:

Tyler Technologies, Inc. (Tyler) is pleased to provide the Town of Natick with a proposal for the above referenced IFB for your consideration and review. We believe Tyler is highly qualified to meet and exceed your needs for this project.

Understanding the Issues
We understand the Town's desire to leverage technology and remote sensed data to assist in property valuation while also maintaining periodic inspection of properties based on the current reappraisal plan. Tyler understands the needs of the Town and will deliver the project in a timely fashion and within budget.

Financial Stability
It is vitally important that the partner the Town selects has a solid financial foundation in which to run this project. Tyler is a successful, publicly traded company with a strong balance sheet. We have the resources and financial capability to support and to deliver a project of this scale and duration without the risk of business insolvency that exists within other organizations, particularly during uncertain economic times. You will find that no other vendor in this industry has the solid financial backing that Tyler does – and we are proud of that fact.

Experience
Tyler has extensive experience with the successful delivery of street level imagery and related software. We have performed these activities for large tier one jurisdictions throughout North America. Tyler is arguably the largest provider of ground level-view or street-level-imagery and data verification services to the assessment market in the world; we routinely collect over one million parcels annually. Our management team has a deep bench of talented people with extensive experience and we will work to keep all stakeholders apprised of the project providing for a seamless transition of data to the technical environment.

Our Project Approach
The Tyler Verify approach exclusively uses the "Stop and Compose" approach, also known as the "Verify and Capture" approach, to image collection and data verification. Imagery will be taken from public access and from a static/standing position for each significant structure, following the requirements detailed in

the RFP. The field operator will use our spatially based software collection system to confirm the location, select the parcel being imaged, confirm the physical address, create the associated metadata, and capture and review the image prior to moving to the next imaging location. This fundamentally guarantees we will capture the image(s) of each property that best conveys the value and the best view of the property without leaving public access. The best possible view is one that conveys the property's condition and quality as well as any positive or negative features.

Tyler Technologies is committed to providing the services detailed in the Town's invitation for bids at the schedule and price proposed.

Thank you for your consideration. We look forward to the opportunity to further discuss and demonstrate to you the clear and significant advantages we can offer to the Town with this very important project. If you have any questions, Tyler's primary contacts for this engagement are:

Jake Wilson
Director, Tyler Verify
816-564-0695
jake.wilson@tylertech.com

Bob Marshall
Senior Account Executive
781-929-2479
bob.marshall@tylertech.com

This proposal shall be valid and binding for 90 days following the RFP due date.

Sincerely,

Gus Tenhundfeld
Inside Sales Manager

Table of Contents

Company Overview 1
Office Location 1
Company Ownership 1
Company Background 1
Litigation Statement 4
References 5
Additional Projects and Reference Information 5
Technical Approach 7
Experience 7
Issues and Objectives 8
Street Level Photography Services – Field Data Collection Services 9
Project Approach - Street Level Imaging – Field Data Collection Services 10
Project Management Approach and Implementation Plan 17
Proposed Schedule and Deliverable Space Requirements 19
Data Collection Vehicle Information 20
Data Review and Image Management Software Applications (IMS) 20
Change Orders 23
Data Requirements 23
Required Forms 25
Certificate of Non-Collusion 25
Certificate of Tax Compliance 26
Conflict of Interest Certification 27
Certificate of Corporate Bidder 29
Certificate of Compliance with M.G.L.c. 151B 30
Certificate of Non-Debarment 31
Clarifications & Understandings 32
Appendix

Company Overview

Office Location

Tyler Technologies, Appraisal & Tax
One Tyler Way
Moraine, OH 45439
(800) 800-2581

Company Ownership

Tyler Technologies, Inc. is a publicly traded corporation (NYSE: TYL), with approximately 1,611 stockholders. There are no stockholders who control 10% or more of the stock.

Company Background

Tyler Verify

Tyler Verify (formerly Yotta Mobile Video Services), a member of the Tyler Technologies Appraisal &Tax Division, was founded in 1986. Tyler Verify has developed a unique niche of performing field data collection services for property tax administrators since its inception, and in keeping with this request for proposal. A skilled staff and the continued investment in the research and development of new products and technology, along with a proven track record of satisfied customers, sustain Tyler Verify's continued growth and success.

Tyler Verify provides its property appraisal customers with comprehensive real property data solutions. The integration of Tyler Verify collection service and software applications allows the professional property appraiser to value properties in a virtual-presence environment. The real property image database created by the Tyler Verify collection service contains highly accurate field-verified property data for every parcel in a jurisdiction. The unique combination of products and services provided by Tyler Verify increases the accuracy and objectivity of appraisals and dramatically increases the productivity of the professional property appraiser.

Tyler Verify's software applications enable users to edit and manage the image database, analyze and confirm property characteristics, search for and display comparable properties, and plot property attributes or CAMA data, such as assessed value per square foot, by color on a GIS parcel map.

The Tyler Verify Property Information Collection System (PICS) which is the core data collection engine for services has been internally developed and rigorously field-tested on millions of parcels. To ensure accuracy and reliability, we incorporate leading-edge database management tools, GIS applications, GPS

data capture, and digital photography. Most property records contain incomplete or incorrect data elements to some degree. Through its field data verification processes, Tyler Verify assists in identifying and correcting the jurisdiction's property records and mapping systems by creating property attributes. These attributes greatly improve a jurisdiction's efficiency in correcting the property records. The field-verified database created by the Tyler Verify collection services contains highly accurate field-verified property data for every structure in a jurisdiction.

Currently, Tyler Verify capabilities include:

- Field data collection services
- Street-view imaging
- Address verification
- Geographic location points (GPS – XY) for structures and other features
- GIS data and attribute verification
- Business personal property field verification
- Appraisal property characteristic data verification
- Image management, field collection, and GIS software applications
- Professional services for property building sketch conversion and validation
- Professional services for paper to digital records conversion

Tyler's Appraisal & Tax Solutions

Tyler's Appraisal & Tax Division, formerly Cole Layer Trumble (CLT) was founded in 1938 and is the country's only national mass appraisal company. The Division provides software solutions and appraisal services exclusively to State, Provincial and local government in the area of mass appraisal, property tax administration and tax billing and collection.

The Appraisal & Tax organization has completed more projects in more states than any other vendor in this industry. What does this assessment experience mean? Tyler understands the language of assessment. We have translated that language into more successful reappraisal projects than any other company on the planet. Tyler's standing and reputation in the industry is best summarized in the words of Tavie Murphy, Tax Assessor/Collector in Guadalupe County, Texas, *"Having been employed in a tax office for over 37 years, I have seen other companies, and I can honestly say that Tyler is by far the most reliable and honest. It has been my honor to work with them and always know that they will do the very best for us."*

About Tyler Tychnologies, Inc.

Tyler Technologies Inc., headquartered in Plano, Texas, is a leading provider of information management solutions and services to local governments. The company provides software and services to more than

15,000 local government offices throughout all fifty states, Canada, the Caribbean, the United Kingdom and other international locations. These mission-critical applications provide the public sector with the ability to streamline and automate operations resulting in improved productivity and reduced costs.

With decades of exclusive public sector experience, Tyler Technologies is the market leader that provides integrated software and services; our singular focus, subject matter experts and in-depth products result in a sustainable client partnership that delivers the industry's most comprehensive solution. We provide the industry's broadest line of software products, and offer clients a single source for all their information technology needs, in several major areas: Financial & Human Resources, K-12 School Solutions, Public Safety, Courts & Justice, Property Appraisal & Tax, Pension Management, Citizen Services, Land & Vital Records, and Document Management.

We are known for long-standing client relationships, functional and feature-rich products, and the latest technology. In addition to software products, Tyler provides related professional services including mass appraisal services, software installation, data conversion, consulting, training, customization, support, disaster recovery, and application and data hosting.

Tyler always puts our clients first. We succeed because we take our client's success seriously, and we have a proven record of delivering superior software solutions and services. The overwhelming majority of clients are up and running on time, and within budget. Whether it's developing, enhancing, and implementing our software, or providing excellent service and client support—we succeed because our clients succeed. We want clients for life. In fact, across every solution many of Tyler's first clients are still clients today – some with relationships that span decades.

Professional Staff

Tyler actively seeks the best talent to help us develop, implement and support our solutions. Our deep industry knowledge comes from our staff — many of whom held public sector positions prior to joining Tyler. They understand what clients want and need to operate more efficiently because they've been there. They transfer their subject matter expertise to new employees who in turn become experts themselves, eventually passing it on to others.

Tyler recognizes the value of our employees. To support them, we provide a stable work environment that fosters collaboration and teamwork, values integrity and enables them to deliver outstanding service to clients. Our relationship with our staff is one of mutual respect, leading to a high retention rate. In fact, our staff attrition rate is about half of the industry average. With the right balance of experience, technology and innovation to ensure satisfaction, Tyler empowers its clients with the expertise and tools they require to do business.

Appraisal & Tax

Financial Strength

Tyler consistently maintains a solid balance sheet, strong cash flow and low debt, experiencing consistent revenue growth with 68 consecutive quarters of profitability. Total revenue for 2016 of $756 million. Experiencing significant growth opportunities from an increase in staff and expanding territories, we anticipate additional product offerings and new technology will accelerate this growth substantially in the future. We believe a debt-free balance sheet, substantial cash reserves and a committed customer base put Tyler in a great position in our industry to weather any unexpected turbulence in the economy.

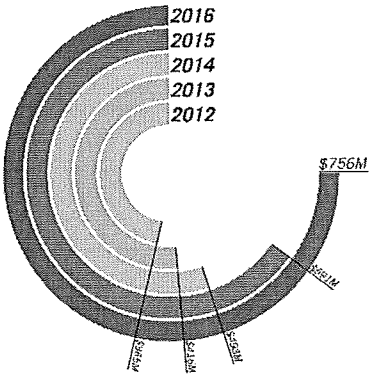


Figure 1: Tyler Revenue (in millions)

For additional revenue information, please visit www.tylertech.com.

Audited Financial Statements

Please reference the 2016 Annual Report included in the **Appendix.**

Litigation Statement

Tyler currently has one pending lawsuit, which is described below, that involves Tyler's Odyssey software. This litigation relates to a different business unit within Tyler and does not involve appraisal services.

Turnage v. Oldham et al. (2:16-cv-02907): On January 9, 2017, a lawsuit was filed against Tyler and other Shelby County defendants in a federal district court in Tennessee. That lawsuit was consolidated with a November 2016 lawsuit that had been filed against the Shelby County Sheriff alone. The consolidated complaint, filed March 24, 2017, alleges that Shelby County and officials in the County unlawfully detained certain inmates in the County jail. Tyler implemented its Odyssey case management system in Shelby County courts, but the lawsuit tries to claim that Tyler's software was somehow connected to the allegedly unlawful detentions in the County jail. Tyler is confident that the plaintiffs' claim against Tyler is without merit, and looks forward to a vigorous defense of the claims.

References

Tyler is proud of our references and we are pleased to offer the relevant projects and references detailed on the following pages as examples of our successful projects. Not only do we give consent for the County to contact any of our references, we encourage you to do so, either those listed here or any of our other clients. Additionally, we recommend you contact those clients identified by other vendors to determine their level of client satisfaction. We are confident that our client satisfaction is unmatched in this industry.

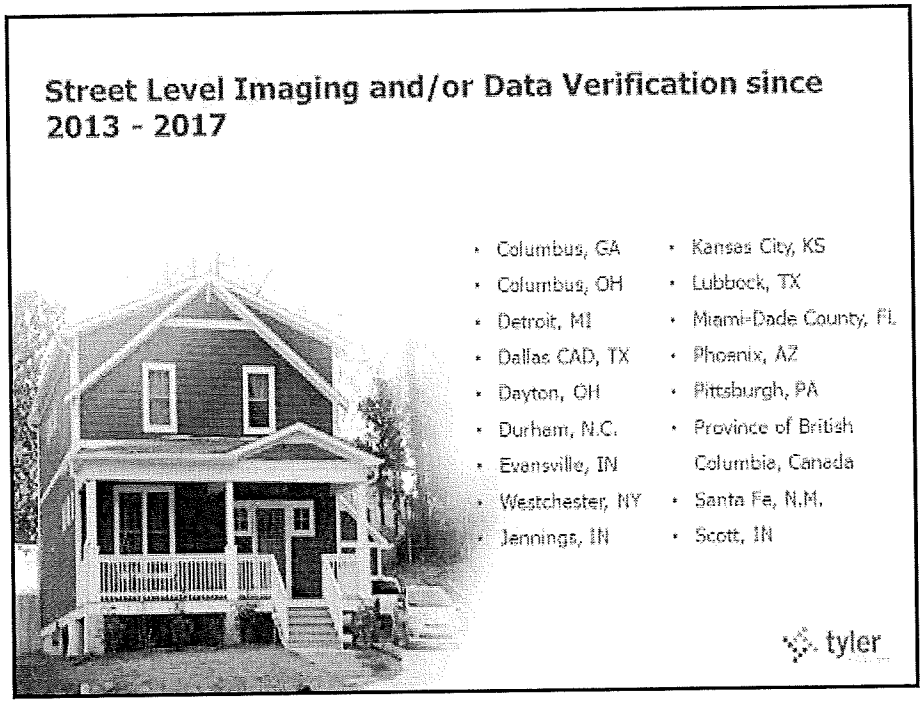


Figure 2: A partial list of Tyler Verify's Client Base, 2013-2017

Additional Projects and Reference Information

Tyler Verify has an extensive client base, many of whom are repeat clients, using our solution for Street-Level-Photos and data verification cyclically to coincide with reappraisal, statute, and IAAO-recommended cycles. We are pleased to present this list of references below.

Appraisal & Tax

Table 1: Tyler Verify Clients

Montgomery County Auditor, Ohio **250,000 parcels– Tyler prime contractor** **(Dayton Ohio)** This project was completed from September 2012 to May 2013. The scope of the project required a street view image of each improved parcel while verifying physical address and collection of the structure's geographic reference point. Field crews were deputized by the County to gain access to private properties in rural areas in order to obtain images of structures not available from public access. The project also involved sketch validation and geo-referencing of all sketches over orthophotographs to assure historical correctness.	Karl L. Keith- Montgomery County Auditor **Bill Loy – Director of Real Estate** Montgomery County Auditor's Office 451 West Third St. Dayton, OH 45422 Phone: (937) 225-4326 E-mail: KeithK@mcohio.org Email: Loyb@mcohio.org
Province of British Columbia, Canada **1,917,394 parcels– Tyler Prime Contractor** **(Abbotsford, British Columbia)** Projects with this client began in early 2009 and are on-going. This project has had three components: 1) Sketch conversion from PDF to digital CAMA vector building sketch; 2) Sketch Validation and Geo; and 3) Street Front Imaging & Field Data Verification. The first process required the conversion of building sketch PDF documents for use on the CAMA system sketch program drawn as a fully functional digital building sketch vector. The second process involves sketch validation and geo-referencing of all sketches over othrophotographs to assure historical correctness. The third project task entails street level imaging and verifying attribute and address information for each residential parcel in contracted appraisal regions across the province. Parcel imaging volumes have historically totaled 100,000 – 200,000 per year.	John Green, Director Property Data Accuracy Program Province of British Columbia 240-31935 South Fraser Way Abbotsford, BC V2T 5N7 Phone: (866) 825-8322
Dallas Central Appraisal District, TX **650,000 parcels– Tyler Prime Contractor** **(Dallas Texas)** This project started January 2015 and was completed in November 2015. Tyler Verify provided street-view imaging, address and property data verification, and structure geographic reference point services for the Dallas Central Appraisal District. This is the third time in sequence that Tyler Verify was selected by Dallas CAD to complete this project (2002/2009/2015).	Rick Kuehler, Director of Adminstration Dallas Central Appraisal District 2949 N. Stemmons Freeway Dallas, TX 65247 Phone: (214) 631-0520 E-mail: kuehlerr@dcad.org

Technical Approach

Experience

Tyler Verify has a long history of repeat service to local governments and is unrivalled in the market. Tyler has completed similar collection projects – both for small, rural jurisdictions as well as major metropolitan regions throughout the US, such as Raleigh, NC; Phoenix, AZ; Chicago, IL; Columbus, OH; Dayton, OH; Miami Dade, FL; Santa Fe, NM; Dallas, TX; Georgetown, TX; the Province of British Columbia CAD; Minneapolis, MN; and Washington, D.C.

The methodology for collection, organization, workflow, public relation aspects, and compilation of such information requested by the Town should not be taken lightly. The vast experience, quality, consistency, and thoroughness of our process is what sets Tyler Technologies apart from all other vendors. Our company is wholly dedicated to serving public entities and we consistently undertake such work efforts for well over one million land parcels each year on behalf our clients.

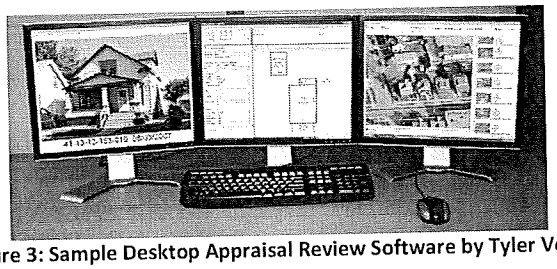


Figure 3: Sample Desktop Appraisal Review Software by Tyler Verify

Tyler's Field Data Collection and Verification process has been internally developed and rigorously field-tested on tens of millions of parcels. We have carefully selected and trained our staff and are uniquely positioned to include as part of this effort, project managers, computer hardware and software engineers, GIS specialists, and field data verification staff. Our proposed approach will insure a quality product and consistent service and communication. To ensure accuracy and reliability, we incorporate leading-edge database management tools, GIS applications, GPS data capture, and digital photography along with the unparalleled experience of our staff and methodologies.

Currently, Tyler Verify capabilities include:

i. Field data collection services
ii. Street-view imaging
iii. Address verification
iv. Geographic location points (GPS – XY) for structures and other features
v. GIS data and attribute verification
vi. Business personal property field verification

vii. Appraisal property characteristic data verification
viii. Image management, field collection, and GIS software applications
ix. Professional services for property building sketch conversion and validation
x. Professional services for paper to digital records conversion

Issues and Objectives

Tyler's proposed methodology for collection of imagery is based upon our 31 years of experience in similar data collection projects balancing the clients return on their investment and sound mass appraisal, GIS, and data collection abilities.

The following points have been considered in our proposed approach:

i. The consistency of image quality and information available for mass appraisal, GIS, planning, public safety, and Town taxing unit practices.
ii. On-site address verification and creation of GIS point layer containing coordinates for each significant structure.
iii. The speed of acquisition, delivery, and opportunity for immediate use of information. The speed at which new discovery is made and reported to the Town.
iv. Tyler Technologies capabilities to provide a worry free and fully functional integration of the newly collected data in the Town's systems.
v. The verification of the Town's GIS parcel layer and related information. Quality control and verification of vendor presence and progress.
vi. Cost of data acquisition and inherent value to the Town. While the stop and compose method we employ, may at times be costlier than drive by methodologies, we are confident that the resulting accuracy and product ensures full compliance, confidence, and usability of the data.

The proposed cost of service for the Street-Level Imagery is reflective of the scope of services in the County's RFP. Additional configurations and methodology of approach are available and would be gladly discussed further.

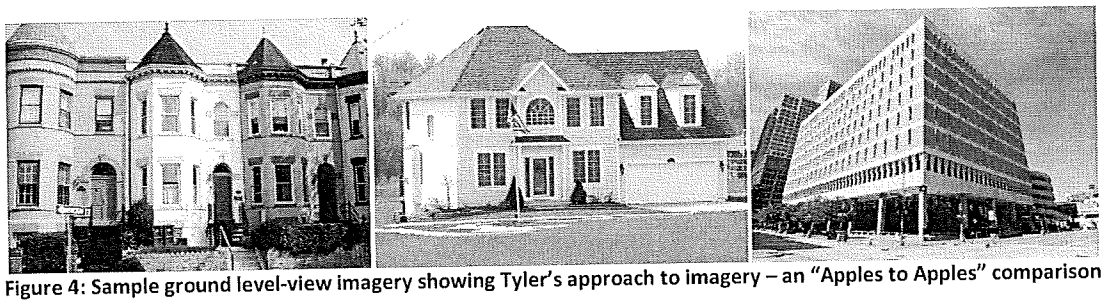


Figure 4: Sample ground level-view imagery showing Tyler's approach to imagery – an "Apples to Apples" comparison

Street Level Photography Services – Field Data Collection Services

Tyler Verify exclusively uses the "Stop and Compose" or "Verify and Capture" approach to image collection and data verification. This method guarantees the capture of the image(s) of each property that best conveys the value of the property and the best view of the property without leaving public access. The best possible view is one that conveys the property's condition and quality, and any positive or negative features.

Figure 5: Sample Photos by Tyler Verify

The stop and compose methodology provides for significantly less foliage impact than rolling image capture. This is due to its nature and flexibility for shot control as well as the ability to control the number of images collected at varying angles to assure coverage. The use of a free moving digital SLR camera with multiple professional grade zoom lenses ensures structures that either are above or below road grade are captured to the required standard of excellence, with no risk of being cut off at the top or bottom. Similarly, if the vehicle is at a pitch (up or down) due to hilly conditions, a stop and compose methodology will prevent the crooked images that a fixed mount drive by method camera cannot avoid. Those structures that have near zero frontage to the roadway or are far off public access can be captured from perspective, framed, zoomed and put into a similar proportion as all other capture structures, ensuring

an "apples to apples" comparison. For those few parcels with structures that cannot be imaged without an obstructed view, an image attribute (visibility code) will be recorded.

Project Approach - Street Level Imaging – Field Data Collection Services

1. **Street-View Imaging –** For each improved parcel in the jurisdiction required (estimated at 11,910 parcels) one or more digital photographs of each primary significant structure taken from the closest public access point will be recorded. Additional photographs will be recorded as necessary to convey the value of the subject property and outbuildings.

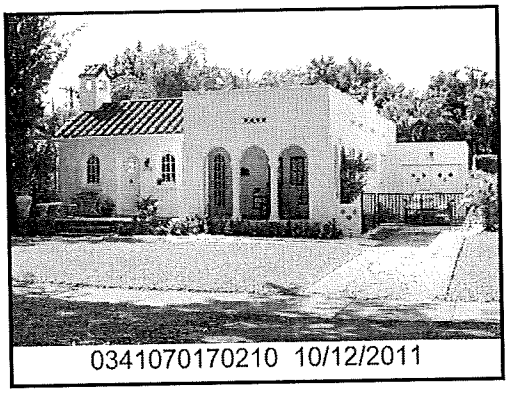


Figure 6: Sample Photo by Tyler Verify

   - Tyler proposes that photos will be collected using a professional grade digital SLR camera with swappable zoom lenses to assure full compliance for each subject property. A Canon T3 camera capable of 12 megapixel images in various formats will be used. The camera is affixed to a swivel ball joint mount, and can be removed and used free hand where situations warranted. The camera can be removed from the vehicle to capture images where warranted. The main lens has a range of 18-200mm. An optional long range telescopic lens (70-300mm) and a wide angled short range lens (10-18mm) will be used when required to maintain the resolution and imaging standards.
   - The deliverable photos will be in non-proprietary digital format for integration with the Town's other Microsoft Windows compliant systems. The digital photos will be compressed using industry standard JPEG (.jpg) compression and a photo resolution of (4272 horizontal pixels x 2848 vertical pixels), 12 megapixels (or less if the Town requests) and occupy approximately 1.5-2.0 megabyte of server space. We will also provide a secondary copy compressed at 200kb maximum size. Multiple copies of images can be provided at various resolutions for various deployments are available upon request.
   - The digital photo will be labeled as required by the Town. All images will be indexed and categorized according to the Town's specifications and compatibility with the CAMA system.
   - Tyler will aid in the loading and formatting of images and metadata to be imported to the Town's software applications within reasonable expectations.

2. **Image Criteria –** The following factors will be used to determine the image criteria for each parcels photography:

- An unobstructed curbside digital photograph captured without entering private property, front-faced, and left/right ¾ views. When possible, and without affecting the best view, the structure will be imaged so that the front door/facade as well as one side of the building is visible providing depth of building. Additional images will be collected as needed to convey value, while a visibility code will be added to the attribute table to flag obstructed structures/views.
- Each structure will be appropriately framed to demonstrate the structure's proportionate height, width, and exterior condition. At minimum, all photos will be composed to contain a horizontal minimum of 75% structure or greater to assure maximum detail on zoom and exceed compliance with IAAO standards.
- No part of the structure will be cropped unless absolutely necessary due to size or location of the building on the property, in which case multiple images will be captured (such as large industrial complexes).
- Each photograph will be clearly focused with adequate tint, brightness, contrast and proper exposure. All photos will be taken during daylight hours with appropriate lighting and weather conditions.

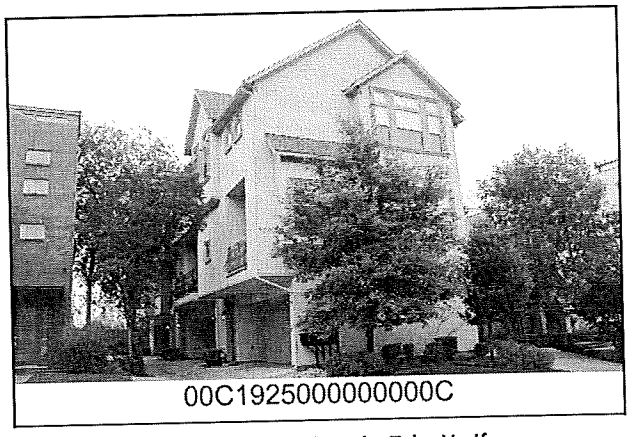


Figure 7: Sample Photo by Tyler Verify

- Each image will have the ability to be viewed on a high definition monitor and reproducible as black and white or color prints.
- The collection vehicle will be positioned at an optimal sun angle and minimal foliage content, as well as, ensuring the subject structure is levelled during imaging.
- Tyler Technologies warrants that each photograph will meet the above described quality criteria and at no additional expense to the Town will retake unacceptable photographs for one (1) year beyond the completion of this project task.

Additional information on technical collection information and imaging standards specific to each property classification - exempt, residential, commercial, mobile home, industrial, vacant, agricultural, utility will be reviewed with the client and approved prior to project commencement. Additional information on technical collection information of the systems employed is available upon request by the Town.

3. **Geo-Referenced Structure Locations –** Vehicle based field data collection will be accomplished with a mobile data collection vehicle, equipped with a commercial studio grade quality camera with multiple zoom lenses, a GPS receiver, and an on-board computer capable of recording a color digital photograph. A Geographic Information System (GIS) will be used to obtain and assign x, y coordinates

for all structural images. For each of the structure and unit photographs, an x, y coordinate will be stored in a point attribute table file. The point attribute table file will contain two coordinates, one for the position of the mobile collection unit when the photograph is recorded, and one for the position of the structure's primary entrance (recommended). The x, y coordinate for the primary entrance will be determined from an "ortho accurate" process, where the coordinate is selected from an orthophotograph for the point over the primary entrance and within the exterior boundary (footprint) of the structure. The orthophotograph and related information will be provided by the Town or via deliverable of the selected vendor team.

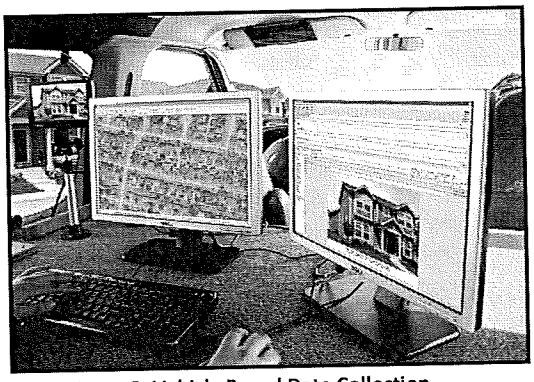


Figure 8: Vehicle Based Data Collection

The deliverable point layer and attributes, when integrated with the Town's GIS and remote sensed data (Aerial/Oblique photography) will allow end users to select a particular property to view from the map and be centered directly over the building(s) of interest and related images.

4. **Parcel Primary Address Verification** – This process will verify and create a corrected site address and identify street sign anomalies for each parcel and the primary address that can be determined from public access. The Address database structure will be consistent with the latest National Emergency Number Association (NENA) data exchange format, or as determined with Town Officials.

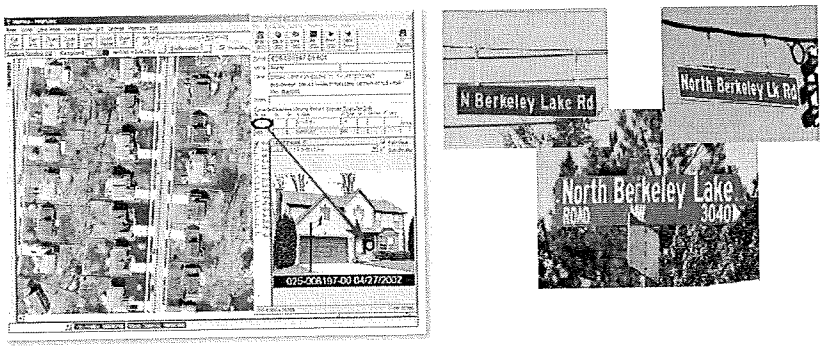


Figure 9: Sample addressing interface and street sign nomenclature variances by Tyler Verify

- **Mobile Collection - Data Collection and Verification** – Tyler Verify proposes to complete the collection project per required schedule, using one (1) field vehicle with a collection rate averaging between 400-800 parcels per day, depending on the property type. Tyler currently has 12 vehicles actively operating in our fleet and equipment to outfit over twenty vehicles.

  Each vehicle is staffed by a two-person crew. The driver of the vehicle and operator work in tandem to coordinate the position of the vehicle to provide the best view for each structure imaged. The vehicle will be pulled over to the side of the road to not impeded traffic. On one way streets, images will be collected from the passenger side of the vehicle on a second pass down the road.

Figure 10: Collection Vehicle example by Tyler Verify

Incorporated in the vehicle Field Data Verification process using Tyler Technologies' property information collection system (PICS) is the verification and data collection of property related characteristics/attributes, which provides a high quality and affordable method of verifying the accuracy of assessment data in the field. In addition, the Town provided data and related GIS information concerning parcels boundary lines, street centerline, improvements, waste, demolition, new construction, graffiti will be reviewed and identified. Additional elements are available upon discussion with Tyler prior to project commencement.

Tyler will provide the Town's project manager and law enforcement agencies with the general location of its operations on a routine basis. Throughout the image data collection project, private citizens may contact law enforcement about the Tyler field crews. By proactively working with the public agencies responding to public inquires, the public and the agencies will be informed and educated about the purpose of the project.

Each van will be identified as an imaging van working on behalf of the project. Signage displayed on the side of the van lists the phone number taxpayers may call to confirm the identity of the van and the purpose of the project. Each van is equipped with a cell phone and can be reached by the Town's personnel or law enforcement officials immediately if needed. The staff is trained to interact with citizens that may approach the collection vehicle with questions and will be provided with handouts detailing the nature of their presence and information and contact information for the project.

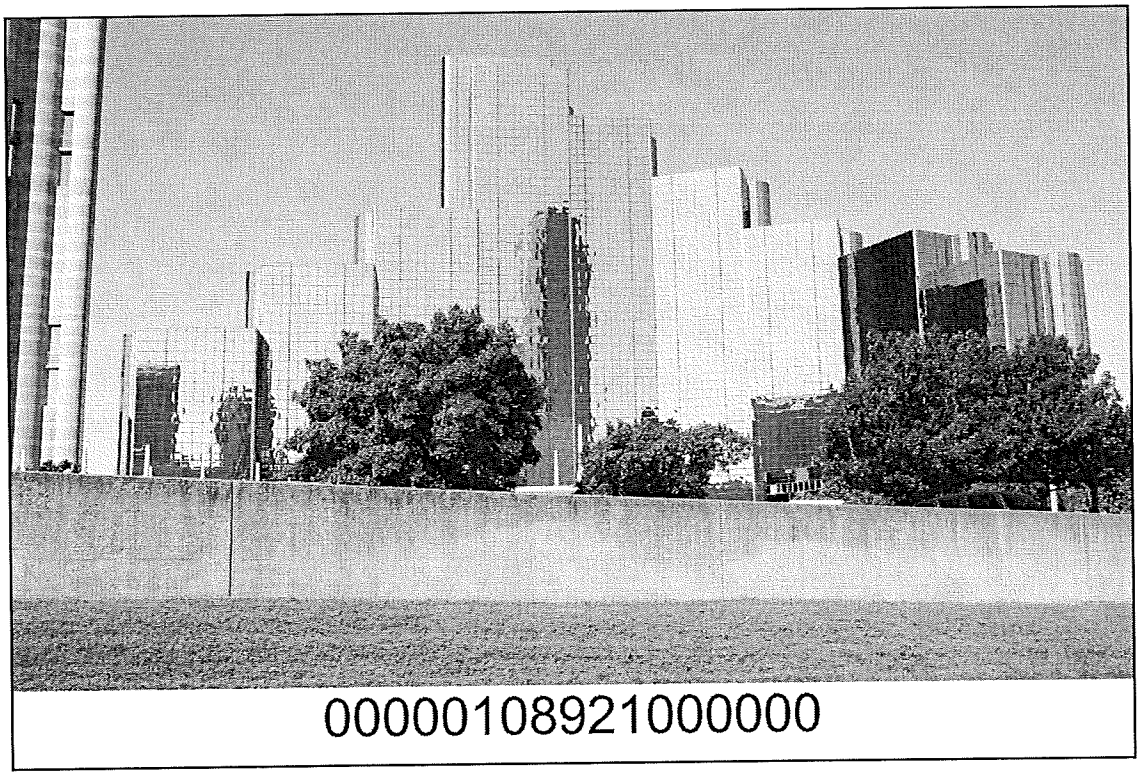


Figure 11: Sample photo by Tyler Verify

The proposed Images to be collected by property class are as follows. This list will be reviewed and further defined with the client prior to project startup.:

Table 2: Image Collection Procedures by Property Class

Classification	Standard Procedure
Single Family	• One primary image will be collected of the main structure on the parcel. • Additional images will be collected of any additional significant structures on the parcel, such as secondary living quarters, or if build quality or condition warrants additional perspective photo's. • Garage: Structure should only be collected separately if untypical to their surroundings or neighborhood and an attempt should be made to include with the primary image if of similar character.
Duplex	• The primary images will be a wide-angle image of the overall complex. Where necessary multiple images should be taken to adequately convey value. • If unable to include all of the structure, two separate images should be taken and properly identified.

Multiple-Family Complex	• For multiple-family properties and residential complexes with multiple structures and a single Parcel ID number:
	  o The primary images will be a wide-angle image of the overall complex.
	  o An image of each structure visible from public access will be captured.
	• For multiple-family properties and residential complexes with multiple structures and a multiple Parcel ID numbers:
	  o The primary image will be an image of the subject structure and centered to include the part of the structure included within that parcel ID, such as in the case of a row house or common wall property.

Condominiums (Only as required by IFB)	• A single image will be collected for identifiable individual units containing a parcel ID number. • If parcel ID numbers are not identifiable from the outside, one image of the entire structure will be collected, duplicated, and used for each similar unit in the same structure. • Common property structures in a condominium development, such as a community building, pool, tennis court, and alike will be imaged and attached only if such structure(s) is assigned a unique parcel ID. • In cases of row houses or common wall property, the primary image will be an image of the subject structure and centered to include the part of the structure included within that parcel ID.

Appraisal & Tax

Classification	Standard Procedure
Mobile Home Park	• Images of individual mobile homes will not be collected. • The parcel will be imaged from a point where access to the parcel meets the public right-of-way in the case there are permanent structures affixed to the parcel. • For properties with a permanent structure and a mobile home, the mobile home will be imaged as a secondary image.
Residential Gated Communities	• Tyler Technologies staff will use best effects to gain peaceable and lawful entry to all gated communities by communicating with security staff and/or contacting posted homeowners' associations. • If entry is denied, Tyler Technologies staff will photograph an image of the gated entry way, and mark the image as gated to be included on the Gated report for the customer. • Tyler Technologies will notify the Town for assistance in facilitating access to denied gated communities by scheduling with community administrators or alternative means.
Commercial/ Industrial	• The primary images will be a wide-angle image of the overall complex. • When available, the center of the primary image will focus on the main entrance and/or business sign. • Secondary images will be collected that best convey the parcel's value. • At least one image of each "Anchor" store and a sufficient number of strip mall views to reveal the identity of the occupant. • All pad sites surrounding the plaza/mall will be imaged. • Images of gas/fuel stations will be imaged to include service bays, pumps and covering, and store. • High-rise and sky scraper structures are to be imaged to include a full perspective view of the building regardless of height. • Secondary images will be required of contributory structures, such as pools, covered parking lots and gazebos. • Large industrial complexes additionally will require multiple photos to accurately depict the full extent of the structure.
Agricultural	• The primary image will be collected of the main residential structure on the parcel. • Additional images will be collected of any additional significant secondary residential structure on the parcel. Barns, sheds, other outbuildings will not be required to be imaged.

Classification	Standard Procedure
Exempt and Public Properties	• For parcels with a unique PIN / Parcel ID Number, images will be collected of Exempt and Public Properties. • A single image of the primary structure will be collected.
Public Utilities	• For parcels with a unique parcel ID number, images will be collected of public utility structures. • The image will be collected that best conveys the parcel's value.
Other Structures	• For parcels with a unique Parcel ID number, images will be collected of properties with any visible property improvements. Property improvements will be defined as any visible signs of site improvements such as grading, driveways, signage and billboard structures, significant sheds, parking lots, parking garages, silos and water towers.
Manufactured Homes	• For properties with a permanent structure and a mobile home, the mobile home will be imaged as a secondary image.
Vacant	• Vacant parcels will not be imaged as denoted in the RFP/IFB. • Properties that are considered to be Vacant in supplied CAMA information, but are determined to have a visible site improvement(s) will be captured following the appropriate standard listed within.

Project Management Approach and Implementation Plan

In executing a project of this nature and complexity, Tyler will utilize a team approach led by a strong Project Manager to ensure that the Town's goals and objectives are achieved. This approach involves putting together an exceptionally qualified team that brings together expertise in project management, technical execution, training and support and marrying the Tyler team to the Town's team to bring about superior results.

Over the past 20 years, our proposed project manager, Curtis Tyler, has gained leadership and project management experience. His five years with Yotta Mobile Video Services/Tyler Verify has made Curtis an expert in residential and commercial/industrial image data collection. He has been responsible for the budget, schedule, communications, and the supervision and training of new employees on several projects using many types of data collection and appraisal systems.

Tyler Verify's approach and methodology is ideally suited for this Project. Tyler's Field Data Verification process has been internally developed and rigorously field-tested on millions of parcels over the past 30 years. To ensure accuracy and reliability, Tyler incorporates leading edge database management tools, GIS applications, GPS data capture and digital photography.

Quality, service, and value are the key drivers for Tyler Verify, sustaining and growing our client base over many decades. Whether it is travelling across the continent to collect a few images, delivering early to maintain schedules, or providing unparalleled response and personalized service tailored to each client, we treasure the opportunity to delight. We are passionate about our work, our industry, and our clients. We are part of a large and deep organization, but remain boutique in nature. Because of our size, structure and operating philosophy, we not only contract, but partner with our clients to solve their individual frustrations and concerns in their work environments and to meet their intended goals.

Tyler has developed a standard review and acceptance process for our clients, and encourages clients to identify and report any quality findings as early as possible during the collection phase of a project. As will be demonstrated in our Project Management Approach section, Tyler believes in a systematic and cooperative relationship with our clients. We will review all assumptions and expectations with the Town in a project setup meeting. We will communicate informally every week throughout the course of the project to inform the Town on the progress of the project and to ensure expectations are being met or exceeded. We propose to hold formal meetings on a bi-weekly basis to review overall project status. Web based and SharePoint textual and spatial reports are available on an immediate basis in between these regular updates.

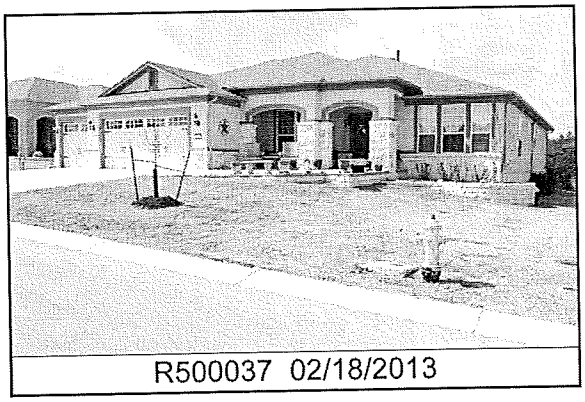


Figure 12: Sample photo by Tyler Verify

Tyler's Total Quality plan provides additional review for product quality prior to delivery. Our Quality Management Department reviews every image against standards and contract requirements to provide standard reports for project management review. This quality assurance process ensures that images achieve the contractual specifications and standards of the project, employees are properly trained, and equipment is performing to standards.

Public Relations

Tyler will provide the Town project manager and law enforcement agencies with the general location of our operations on a routine basis. Throughout the image data collection project, private citizens may

contact law enforcement about the Tyler field crews. By proactively working with the public agencies responding to public inquires, the public and the agencies will be informed and educated about the purpose of the project.

Each van will be identified as an imaging van working on behalf of the project. Signage displayed on the side of the van lists the phone number taxpayers may call to confirm the identity of the van and the purpose of the project. Each van is equipped with a cell phone and can be reached by the Town's personnel or law enforcement officials immediately if needed. The staff is trained to interact with citizens who may approach the collection vehicle with questions and will be provided with handouts detailing the nature of their presence and information and contact information for the project.

Prior to, and throughout the course of, a project, Tyler Verify in conjunction with the Town will provide the public information through press releases, interviews with the media, through law enforcement agencies, and directly to the public as situations arise.

Upon start-up of the project, Tyler Verify will provide the Town with a sample press release concerning the imaging portion of the project. Following any Town approved press release, Tyler Verify will grant interviews with a Town representative to the media in the field as the Tyler Verify crews operate. This media relations process provides an open disclosure of the Tyler Verify collection process and can reduce the number of public inquiries.

Project Handout

Private citizens who directly contact the Tyler Verify field crews are given a project summary handout, samples to be provided and finalized with the Client. Any incident, which is not merely informational, will be recorded by listing the nature of the inquiry, the time and the date of the incident.

Proposed Schedule and Deliverable Space Requirements

The collection and delivery of one-third of the Town as described is anticipated to take less than two (2) months using one data collection vehicle. Delivery will occur within 15 business days of start of image collection and will continue as frequently as bi-weekly until task completion.

Viewing and editing software are provided to the Town for use during the project to rapidly review and provide additional quality oversight, should they wish to. We consider early and continuous delivery and interaction with clients important to ensure expectations are met on an ongoing basis.

The Town and Tyler can determine the appropriate start time for the project, which is suggested to be in Q3 2017.

Images will be provided in industry standard jpg format for file system storage along with associated database, GIS, and related attribute information. Various configurations are available to suit the individual needs of the client engagement.

Data Collection Vehicle Information

Tyler Verify proposes to complete the collection project per required schedule, using one (1) field vehicles with a collection rate averaging between 400-800 parcels per day, depending on the property type. Tyler currently has 12 vehicles actively operating in our fleet and equipment to outfit over twenty vehicles.

Figure 13: Collection Vehicle example by Tyler Verify

Data Review and Image Management Software Applications (IMS)

As part of the project, Tyler Verify provides our clients with a suite of software applications that will facilitate the viewing, reporting, analyzing, building and editing of the real property image attribute database. The Data Exception Review process will identify those records in the assessment, address and other property databases and mapping system that have been flagged as an exception for additional review. These exceptions will signify records that may be incorrect or incomplete. While we encourage jurisdictions to use their existing CAMA systems and related applications for primary image viewing, rather than a third party or additional software stream, we provide software for those situation where warranted or a heightened editing is necessary, or as a means of rapid review during and post collection.

If requested by the Town, viewing software and application programming interface (API's) that allow for viewing within a web application interface will be provided to enable easy and efficient image serving. Tyler's suite of imaging software allows for the importation, maintenance, and editing of the collected datasets, API's for use by the Town to deploy imagery to your internal and outward facing applications.

- *Image merge* – Provides the user a toolset and interface to import and merge and metadata and images to an image database, file system.
- *Image Editor* - Provides the user with the features to update and maintain the image database, add new records for new or existing parcels and/or delete records for existing parcels.

- *Image Viewer* - Allows user to print reports, analyze and query the database by parcel number or other data from the database system such as owner name, address, or property attributes

The applications are currently installed at over 100 customer sites. The applications have been successfully installed with a Microsoft Access, Microsoft SQL Server, DB2, and Oracle databases.

Tyler Verify Editor Software

The Tyler Verify Editor provides the user with all the features necessary to update and maintain the parcel image database. With the Editor, users can add new images for new or existing parcels, delete images for existing parcels, or modify any image attribute data associated with an image.

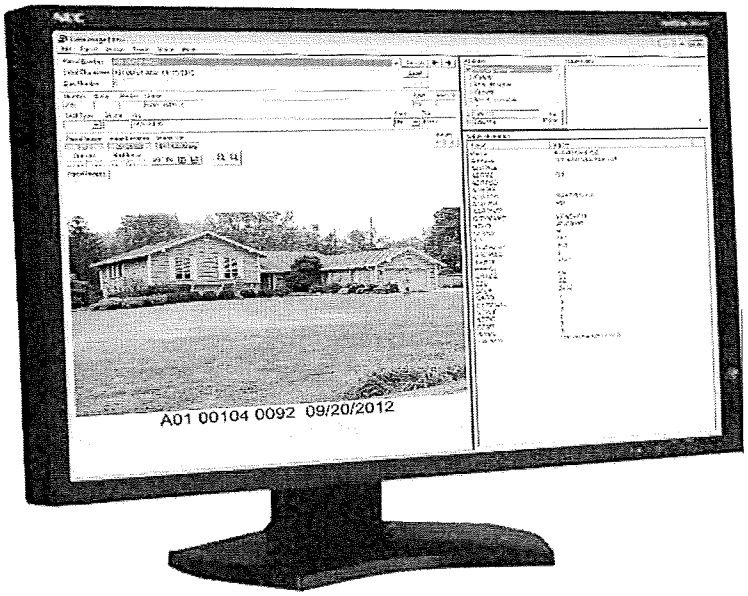


Figure 14: Example of Image Management Software

The Editor supports image acquisition from a wide variety of sources through one of the following: TWAIN direct communication (used by most popular digital cameras and scanners), image copy/paste operations from any other Windows application, or by opening one of many supported image file formats. This provides support for nearly all current digital still and video cameras, as well as scanners for hard copy photos. Images added with the Editor employ the same efficient storage structure and naming scheme used by the initial Tyler Verify delivery database for seamless integration. The Editor also has several checks built-in to ensure data and image integrity and prevent users from accidentally compromising the quality or accuracy of the image database.

Features:

- Ability to accept images from digital camera, scanner, or video feed (additional hardware required).
- Attach additional information to the property record such as property sketches, deeds of trust, and other documents.
- Save old images and information in a history file.
- Edit images; add, delete, re-label images.

Tyler Verify Viewer Software

The Tyler Verify Viewer application is the primary image database access system. It allows users to query the image database by parcel number, or other data from the appraisal database system such as owner name, address, or property attributes. The Viewer may be used as a stand-alone application to view and analyze parcel information with images and data. It can also link too many CAMA systems to allow access to images directly from within these systems. The Viewer consists of two primary windows: the Control Window and the Image Window. The Control Window can be configured to remain visible on the computer desktop at all times, providing quick and convenient access to parcel images while working in any application. The Image Window provides the actual image and data display, as well as reporting and exporting options.

Figure 15: Example of Image Management Software

Features:

- View multiple images for a single parcel.
- Search for and view images by keying in owner name, address, and parcel number.

- Comparable search and display – view all of the properties, which meet a set of criteria (Example: all the properties in a certain neighborhood which sold in the last year for a certain price).
- Template included for one-page report including image and property data.
- Search on property attributes and print property record reports.
- Use screen-scrape feature to view images from within a CAMA session (requires compatible terminal emulation program).
- Scroll through the image database, virtually walking along the street.

Change Orders

The Town may at any time, by written order, make changes to Tyler's obligations or method of performance within the general scope of the final Service Agreement. If any change causes an increase or decrease in work to be performed under the Agreement, the Town shall make an equitable adjustment in the fixed price amount, the fee rate structure, the performance schedule, or other affected terms, as appropriate, and shall make written modifications to the Service Agreement.

Tyler must assert our right to an adjustment under this clause within ten (10) calendar days from the date of receipt of the written order. Tyler's non-response to the Town's written order shall be deemed as an acceptance by Tyler, with no necessary modification to the Agreement.

Tyler agrees to provide the Town with timely project progress reports and information of our direct interactions with the Town's representatives and the general public. At the election of the Town, Tyler may present this information in written or verbal form.

Data Requirements

Source Data Requirements provided by Client

Property Parcel Record File (Required Data)

The basic building block of a real property field data collection project is a property parcel data file containing the records of each parcel in a jurisdiction. At a minimum, a delimited text file is required that contains:

- Parcel identification number
- Parcel physical address location
- Parcel tax map number
- Land use code
- A dictionary of the parcel identification number and its relationship to the jurisdiction's other data elements

GIS Property Parcel Base Layer

The availability of a GIS property parcel base layer greatly improves the ability to accurately identify properties. The GIS layer should contain:

- Shape files/ Geo databases of parcels as polygons
  - The preference is for shape files in ESRI format
  - If files are provided in other formats, Tyler Verify will convert data to ESRI formats
- Property parcel record data tied to the parcel polygons
- The map projection system used
- Road (centerline) coverage
- Municipal/Township boundary coverage
- Rivers/Waterway coverage if waterways are significant in the jurisdiction

Tax Assessment Data

A complete data file of all tax assessment data, containing property records such as legal description and property characteristics, is of assistance in the proper identification of parcels and structures.

- CAMA data
- Personal Property data
- Business License data

Address Database

- CAMA address data

Landmarks Database (If Required)

- General description and geographic location
- Defined list of the number of each structure type

Orthophotographs/Oblique view photographs

Orthophotographs or aerial photographs that have been rubber-sheeted to a GIS property parcel base

TOWN OF NATICK

ATTACHMENT B
CERTIFICATE OF NON-COLLUSION

The undersigned certifies, under penalties of perjury, that this Bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

Name of Bidder

Tyler Technologies, Inc.

Address of Bidder

One Tyler Way

Moraine, OH 45439

Telephone Number 800-800-2581

By: Gus T

(Signature)

Gus Tenhundfeld

Printed Name

Inside Sales Manager

Printed Title

8/25/2017

Date

TOWN OF NATICK

ATTACHMENT C
CERTIFICATE OF TAX COMPLIANCE

Pursuant to Massachusetts General Laws (M.G.L.) c. 62C,§49A, I certify under the penalties of perjury that the Bidder named below has complied with all laws of the Commonwealth of Massachusetts pertaining to the payment of taxes, to the reporting of employees and contractors, and to the withholding and remitting of child support.

_____
Name of Bidder

Tyler Technologies, Inc.
Address of Bidder

One Tyler Way

Moraine, OH 45439
Telephone Number 800-800-2581

By: _____
(Signature)

Gus Tenhundfeld
Printed Name

Inside Sales Manager
Printed Title

8/25/2017
Date

TOWN OF NATICK

ATTACHMENT D
CONFLICT OF INTEREST CERTIFICATION

The Bidder hereby certifies that:

1. The Bidder has not given, offered, or agreed to give any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of a Contract pursuant to this IFB.

2. No consultant to, or subcontractor for, the Bidder has given, offered, or agreed to give any gift, contribution, or offer of employment to the Bidder, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a Contract by the Bidder.

3. No person, corporation, or other entity, other than a bona fide full time employee of the Bidder has been retained or hired to solicit for or in any way assist the Bidder in obtaining a Contract pursuant to this IFB upon an agreement or understanding that such person, corporation or entity be paid a fee or other compensation contingent upon the award of a Contract to the Bidder.

4. Bidder understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws (M.G.L.), applies to the Bidder and its officers, employees, agents, subcontractors, and affiliated entities with respect to the transaction outlined in the Invitation for Bids.

5. Bidder understands that the Bidder and its officers, employees, agents, subcontractors, and affiliated entities, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

_____

Name of Bidder

Tyler Technologies, Inc.

Address of Bidder

One Tyler Way

Moraine, OH 45439

Telephone Number 800-800-2581

By: _____

(Signature)

Gus Tenhundfeld

Printed Name

Inside Sales Manager

Printed Title

8/25/2017

Date

TOWN OF NATICK

ATTACHMENT E
CERTIFICATE OF CORPORATE BIDDER

I, Mark Brown, certify that I am the Assistant Secretary of the Corporation named as Bidder in the attached Bid; that Gus Tenhundfeld, who signed said Bid on behalf of the Bidder was then Inside Sales Manager of said Corporation; that I know his/her signature hereto is genuine and that said Bid was duly signed, sealed and executed for and on behalf of its governing body.

(Corporate Seal)

Name of Bidder

Tyler Technologies, Inc.

Address of Bidder

One Tyler Way

Moraine, OH 45439

Telephone Number 800-800-2581

By: _____
(Signature)

Mark Brown
Printed Name

Assistant Secretary
Printed Title

8/25/2017
Date

This Certificate shall be completed where Bidder is a Corporation and shall be so completed by its Clerk. In the event that the Clerk is the person signing the Bid on behalf of the Corporation, this certificate shall be completed by another officer of the Corporation.

One Tyler Way
Moraine, Ohio 45439

P: 800.800.2581
F: 937.278.3711

www.tylertech.com

CERTIFICATE OF SECRETARY OF
TYLER TECHNOLOGIES, INC.

The undersigned, being the duly elected and qualified Secretary of Tyler Technologies, Inc., a Delaware corporation ("Tyler"), hereby certifies on behalf of Tyler that:

1. Attached hereto is a true, correct and complete copy of resolutions duly adopted by the Executive Committee of the Board of Directors of Tyler.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Secretary on behalf of Tyler as of January 1, 2017.

TYLER TECHNOLOGIES, INC.
a Delaware corporation

By: _____
Name: Abigail M. Diaz
Title: Secretary

RESOLUTIONS OF THE EXECUTIVE COMMITTEE OF THE BOARD OF DIRECTORS OF TYLER TECHNOLOGIES, INC.

WHEREAS, the Executive Committee of the Board of Directors of Tyler Technologies, Inc., a Delaware corporation ("Tyler"), deems it to be in the best interests of the Appraisal & Tax Division (the "Tyler Division") to authorize certain individuals to enter into contracts and other legally binding obligations or representations on behalf of the Tyler Division and Tyler;

RESOLVED, that, in addition to Tyler's corporate officers, the following persons are hereby authorized to enter into contract(s) and make other legally binding obligations or representations on behalf of the Tyler Division and of Tyler (including, without limitation, contract(s) for the license, lease, sale and provision of Tyler goods and services) without regard to the dollar value of such contract(s), and limited only by the product line listed below, if any such limitation is given:

Andrew D. Teed

David J. Johnson

Mark Hawkins

Andrea Fravert

Matthew A (Gus) Tenhundfeld

Kimberly L. Frisby – Time & Materials Support Contracts

RESOLVED, that the foregoing authorization will automatically terminate with respect to each named person on such date is no longer employed by Tyler;

RESOLVED, that each officer of Tyler is hereby authorized and directed, in the name and on behalf of Tyler, to do or cause to be done any and all things, and to execute, deliver and file all such other agreements, amendments, instruments, certificates, waivers, documents, and papers that any of them deem necessary or advisable to carry into effect the purposes and intent of the foregoing resolutions and to consummate the transactions contemplated thereby.

TOWN OF NATICK

ATTACHMENT F
CERTIFICATE OF COMPLIANCE WITH M.G.L. c. 151B

The Bidder hereby certifies that it is in compliance with and shall remain in compliance with Massachusetts General Laws (M.G.L.) Chapter 151B and shall not discriminate on any prohibited basis outlined therein. The Bidder also hereby certifies that it shall comply with any and all applicable Supplier Diversity Office (SDO) thresholds that have been established in conjunction with this Invitation for Bids.

Name of Bidder

Tyler Technologies, Inc.

Address of Bidder

One Tyler Way

Moraine, OH 45439

Telephone Number 800-800-2581

By: Gus Tenhundfeld

(Signature)

Gus Tenhundfeld

Printed Name

Inside Sales Manager

Printed Title

8/25/2017

Date

TOWN OF NATICK

ATTACHMENT G
CERTIFICATE OF NON-DEBARMENT

The Bidder hereby certifies that it is presently not debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, and that, should any proceeding arise in which it is debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, the Bidder shall inform the Town of Natick within one (1) business day of such debarment, suspension, or prohibition from practice.

_____

Name of Bidder

Tyler Technologies, Inc.

Address of Bidder

One Tyler Way

Moraine, OH 45439

Telephone Number 800-800-2581

By: Gus Tenhundfeld

(Signature)

Gus Tenhundfeld

Printed Name

Inside Sales Manager

Printed Title

8/25/2017

Date

Clarifications & Understandings

Tyler expects to use the standard Tyler contract as the basis for beginning contract negotiations, as it contains language specific to the appraisal industry. Tyler recognizes that there may be clauses of particular importance to Natick, Massachusetts (the "Client") that may not be included in the Tyler contract. Tyler is amenable to accommodating the Client's contract requests by incorporating mutually agreed clauses into the Tyler contract. Tyler is also agreeable to incorporating certain provisions of the IFB and proposal into the final contract, provided, however, that the order of precedence shall be 1) the contract, 2) the proposal, and 3) the IFB. ***Tyler reserves the right to negotiate any and all terms to the mutual satisfaction of the parties.***

Paragraph 1, Page 3; Attachment A, Pages 9-10; Contract for Services, Section 1, Page 1: Tyler agrees to comply with the terms, conditions, requirements, and instructions of the Invitation for Bid, except as modified by, taken exception to, or as otherwise provided in Tyler's Proposal.

Section III.B., Page 4; Section XIII, Page 7; Contract for Services, Section 17, Pages 6-7: Tyler conducts routine background checks as part of pre-employment screening. Any additional background checks for Tyler personnel providing onsite services must be mutually agreed to by Tyler and the Client. The parties shall discuss upon contract award any certifications required by Client regarding said background checks.

Section IV.1).B **and** E., Page 5; Section IX, Page 7; Attachment A, Pages 9-10: Tyler's Commercial General Liability includes contractual liability coverage per Tyler's Commercial General Liability policy form.

Tyler is able to provide Professional Liability with respect to appraisal services of at least $1,000,000 aggregate and is willing to maintain professional liability coverage for 2 years past completion of the contract with retroactive dates back to the date of contract. The retroactive date is not shown on the certificate of insurance.

Tyler's Excess Liability policy provides coverage of at least $2,000,000 aggregate and the Excess Liability policy is over Tyler's Commercial General Liability policy and Auto Liability policy only.

The Client can be listed as an additional insured on Tyler's Commercial General Liability policy and Auto Liability policy, which automatically adds Client as an additional insured on Tyler's covered as an additional insured on Umbrella Liability policy. Tyler's carrier has issued a blanket endorsement whereby any customer named as additional insured in the contract is afforded such status under the policy. Tyler's carrier does not issue separate additional insured endorsements specific to the Client.

If required in the contract, Tyler will provide Client with notice of cancellation, non-renewal or reduction in its insurance coverages below the minimum requirements set forth in the contract within thirty (30) days thereof.

Tyler does not agree to waive any claims it may have against Client or Client's respective representatives for any injury to Tyler's employees or for damage to its equipment arising out of the work contemplated by the contract.

Section IV.1).G., Page 5; Attachment A, Page 10; Contract for Services, Section 2 **and** Section 3, Page 1;: 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 project plan schedule.

Section VIII., Page 6; Section X., Page 7; Contract for Services, Section 9, Page 5: Tyler shall defend, indemnify and hold harmless the Client from and against any and all third party 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; or Tyler's violation of a law applicable to Tyler's performance under the contract. The Client must notify Tyler promptly in writing of the claim and give Tyler sole control over its defense or settlement. The Client agrees to provide Tyler with reasonable assistance, cooperation, and information in defending the claim at Tyler's expense.

Section VIII., Page 6; Contract for Services, Page 1; Contract for Services, Section 4, Pages 1-2: As noted above, Tyler expects to use the standard Tyler contract as the basis for beginning contract negotiations, as it contains language specific to the appraisal industry. Tyler recognizes that there may be clauses of particular importance to the Client that may not be included in the Tyler contract. Tyler is amenable to accommodating the Client's contract requests by incorporating mutually agreed clauses into the Tyler contract. Tyler is also agreeable to incorporating certain provisions of the IFB and proposal into the final contract, provided, however, that the order of precedence shall be 1) the contract, 2) the proposal, and 3) the IFB.

The parties shall act in good faith to negotiate and execute a contract with terms mutually agreeable to the parties and within a reasonable period of time after notice of award.

Contract for Services, Paragraph 2, Page 1; Contract for Services, Section 22.q., Page 11: The contract entered into between the parties as a result of this IFB shall only supersede prior agreements between the parties related to street-level imaging.

Contract for Services, Section 5, Page 2: Payments of the amounts due under a contract between the parties shall release the Town of Natick and its respective representatives from payment obligations only.

Contract for Services, Section 9, Page 5; Contract for Services, Section 19.e., Page 8: 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) Client's actual direct damages or (b) the amounts paid by Client under the Agreement.

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, including but not limited to loss of tax revenue or claims related to valuation of property, even if Tyler has been advised of the possibility of such damages.

Contract for Services, Section 19, Pages 7-8: If Tyler breaches a provision of the contract, Tyler shall have thirty (30) days from Client's written notice to cure the breach.

Upon termination the Client will make payment to Tyler for all undisputed services and expenses delivered or incurred through the effective date of termination. Payment for disputed services and expenses, and the Client's remedies, will be determined through the mutually agreed dispute resolution process.

If the Client should not appropriate or otherwise make available funds sufficient to purchase the services set forth in the contract, the Client may unilaterally terminate the contract upon thirty days' prior written notice to Tyler. Upon termination, the Client shall remit payment for all services delivered to the Client and all expenses incurred by Tyler prior to Tyler's receipt of the termination notice.

Contract for Services, Section 19.e., Page 8: Tyler is opposed to Client procuring replacement products and/or services at Tyler's expense.

Contract for Services, Section 21, Pages 8-9: Tyler grants the Client a perpetual, non-exclusive and limited license to the images and data collected under the contract. Tyler and the Client agree that Tyler shall retain ownership of the images and data collected under the contract and any and all other proprietary rights in or associated with the images. The Client agrees not to distribute, in part or in whole, copies of the images to any third party without the express written consent of Tyler, except as otherwise required by law.

Contract for Services, Section 22.n **and** Section 22.o., Page 11: As a publicly traded company subject to federal securities laws, Tyler may not be able to disclose an assignment of the contract prior to a change of control of the company becoming publicly available information.

SERVICES AGREEMENT

This Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client has issued a RFP for [insert description of scope]; and

WHEREAS, Tyler submitted a proposal in response to said RFP dated [insert date] to perform services to fulfill the needs of the Client ("Proposal");

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 Services Agreement.
- **"Client"** means [INSERT CLIENT NAME/ADDRESS].
- **"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, severe or unusual weather or climatic conditions which exist for a substantial period of time, extreme inflation (defined as eight percent or greater per year) or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the total fixed price and per diem rates to complete the services described in this Agreement, 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.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – PROFESSIONAL SERVICES

1. Services. We will provide you the professional services, consistent with industry standards, as described in the Statement of Work attached hereto as Exhibit C.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in Exhibit A – Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

3. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards and the specifications described in the Statement of Work – Exhibit C.

4. Site Access and Requirements. You agree to provide us with full and free access to your personnel as may be reasonably necessary for us to provide services, subject to any reasonable security protocols or other written policies provided to us.

5. Client Assistance. You acknowledge that the services we provide under this Agreement is a cooperative process which may 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 the services. This cooperation includes at least working with us to schedule the 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).

6. Change in Legal Requirements. The parties acknowledge that the terms and conditions of this Agreement are based on the laws, rules and regulations as of the Effective Date. In the event any applicable laws, rules or regulations change so as to create additional work for us not provided for in this Agreement, Client shall allow us a reasonable extension of time to complete the services, and additional compensation as provided in Section C(3) below.

SECTION C – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the fees for the services as per our Invoicing and Payment Policy, subject to Section C(2).

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you 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 withhold payment of the amount(s) actually in dispute, and only those amounts, 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 maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to suspend services.

3. Additional Services. The Investment Summary contains the related costs required for the project based on our understanding of the specifications you supplied and of the laws, rules and regulations applicable to the project as of the Effective Date. If additional work is required, or if you use or request additional services, we will provide you with an addendum outlining the costs for the additional work. The price quotes in the addendum will be valid for thirty (30) days from date of issuance.

SECTION D – TERM AND TERMINATION

1. Term. This Agreement shall commence on the Effective Date and shall continue through _____. This Agreement may be renewed upon written mutual agreement of the parties.

2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section G(2). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section G(2). In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the services you have received, or we have incurred or delivered, prior to the effective date of termination.

3. Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section C(2) at the time of termination in order to be withheld at termination.

SECTION E – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Property Damage and Personal Injury Indemnification.

   1.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. 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 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

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. 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 AMOUNTS 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 E(1) ABOVE.

4. **EXCLUSION OF CERTAIN DAMAGES. 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, INCLUDING BUT NOT LIMITED TO LOSS OF TAX REVENUE OR CLAIMS RELATED TO VALUATION OF PROPERTY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

5. 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 ; and (e) Excess/Umbrella Liability of at least $5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION F – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional services at our then-current list price 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. 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 convene 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 Evidence 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.

3. 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 taxes to the proper 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.

4. 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.

5. 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.

6. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

7. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

8. Force Majeure. Except for your payment obligations, 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.

9. 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.

10. Purpose/Use Of Appraisals. The Company by virtue of this agreement is contracted to provide certain services specified herein and recommendations of value to the Client which are intended for exclusive use by the Client for determinations of assessment for ad valorem tax purposes. Any use other than that stated above is not authorized nor intended, and most specifically excluded is an opinion of value used for federally related real estate transactions or other mortgage purposes

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, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, 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. Non-Solicitation. During the term of this Agreement and for a period of six (6) months following the termination of this Agreement, you will not (i) solicit for employment, or (ii) hire, any employee of ours without our express written consent.

19. 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.

20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of_____.

21. Multiple Originals and Authorized 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. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

22. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
Exhibit C	Statement of Work
Exhibit D	Client Responsibilities

SAMPLE

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

By:_____

Name:_____

Title:_____

Date:_____

Address for Notices:
Tyler Technologies, Inc.
One Tyler Way
Moraine, OH 45439
Attention: David J. Johnson,
President CLT Appraisal Services

[INSERT CLIENT NAME]

By:_____

Name:_____

Title:_____

Date:_____

Address for Notices:
[INSERT CLIENT NAME]
[INSERT CLIENT ADDRESS]
[INSERT CLIENT ADDRESS]
[INSERT CLIENT TITLE]

SAMPLE

EXHIBIT A

Investment Summary

The following Investment Summary details the services to be delivered by Tyler Technologies, Inc. to Client under this Services Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your Services Agreement.

[THIS WILL BE FINALIZED UPON AWARD OF CONTRACT]

SAMPLE

EXHIBIT B

Invoicing and Payment Policy

Tyler Technologies, Inc. will provide you with the services set forth in the Investment Summary and Statement of Work of your Services Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your Services Agreement.

Invoicing: We will invoice you for the applicable services at the rates described in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in your Services Agreement.

1. Professional Services.

   All professional services performed under this Agreement will be invoiced monthly as performed.

2. Expenses. The service rates in the Investment Summary include travel expenses.

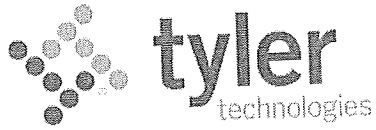
Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date.

We prefer to receive payments electronically. Our electronic payment information is:

Bank:	Wells Fargo Bank, N.A. 420 Montgomery San Francisco, CA 94104
ABA:	121000248
Account:	4124302472
Beneficiary:	Tyler Technologies, Inc. – Operating Account

SAMPLE

EXHIBIT C



Statement of Work

The following Statement of Work details the services to be delivered by Tyler Technologies, Inc. to the Client under your Services Agreement. This Statement of Work is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your Services Agreement.

[THIS WILL BE FINALIZED UPON AWARD OF CONTRACT]

SAMPLE

EXHIBIT D

Client Responsibilities

The following Client Responsibilities details the responsibilities of the Client under your Services Agreement. These Client Responsibilities are effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your Services Agreement.

[THIS WILL BE FINALIZED UPON AWARD OF CONTRACT]

SAMPLE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/23/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Hays Companies
133 Federal Street, 2nd Floor
Boston MA 02110

CONTACT NAME: Moira Crosby
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: mcrosby@hayscompanies.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Fire Insurance Company	19682
INSURER B: Hartford Casualty Insurance Company	29424
INSURER C: Lloyds of London Syndicates	37090
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Tyler Technologies, Inc.
5101 Tennyson Parkway
Plano TX 75024

CERTIFICATE NUMBER: 4.1.17-11.17.17 GL, Auto, REVISION NUMBER:

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			08 UUN AY8572	4/1/2017	4/1/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS [ ] SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			08 UUN AY8572	4/1/2017	4/1/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
B	X UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $			08 XHU AY8122	4/1/2017	4/1/2018	EACH OCCURRENCE AGGREGATE	$ 25,000,000 $ 25,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		08 WE EL5271	4/1/2017	4/1/2018	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Cyber/Privacy Prof Liab			B0621PTYLE000216	11/17/2016	11/17/2017	Occurrence Limit	$20,000,000
C	Cyber/Privacy Prof Liab			B0621PTYLE000216	11/17/2016	11/17/2017	Aggregate Limit	$20,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance.

CERTIFICATE HOLDER

To Whom it May Concern

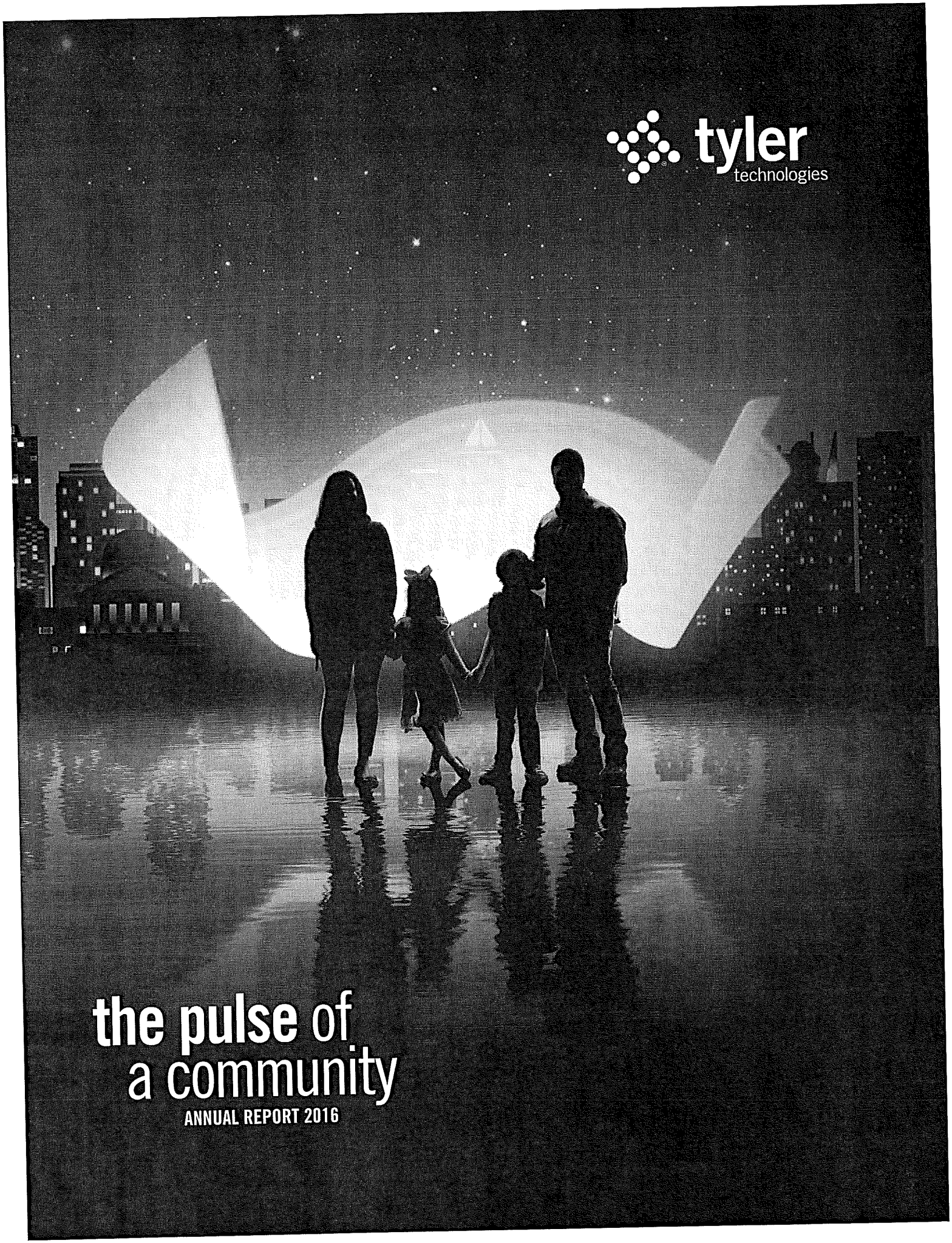
CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
James Hays/MCROSB

© 1988-2014 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD


tyler
technologies
the pulse of
a community
ANNUAL REPORT 2016

tyler is the pulse
of connected communities

what is a connected community?

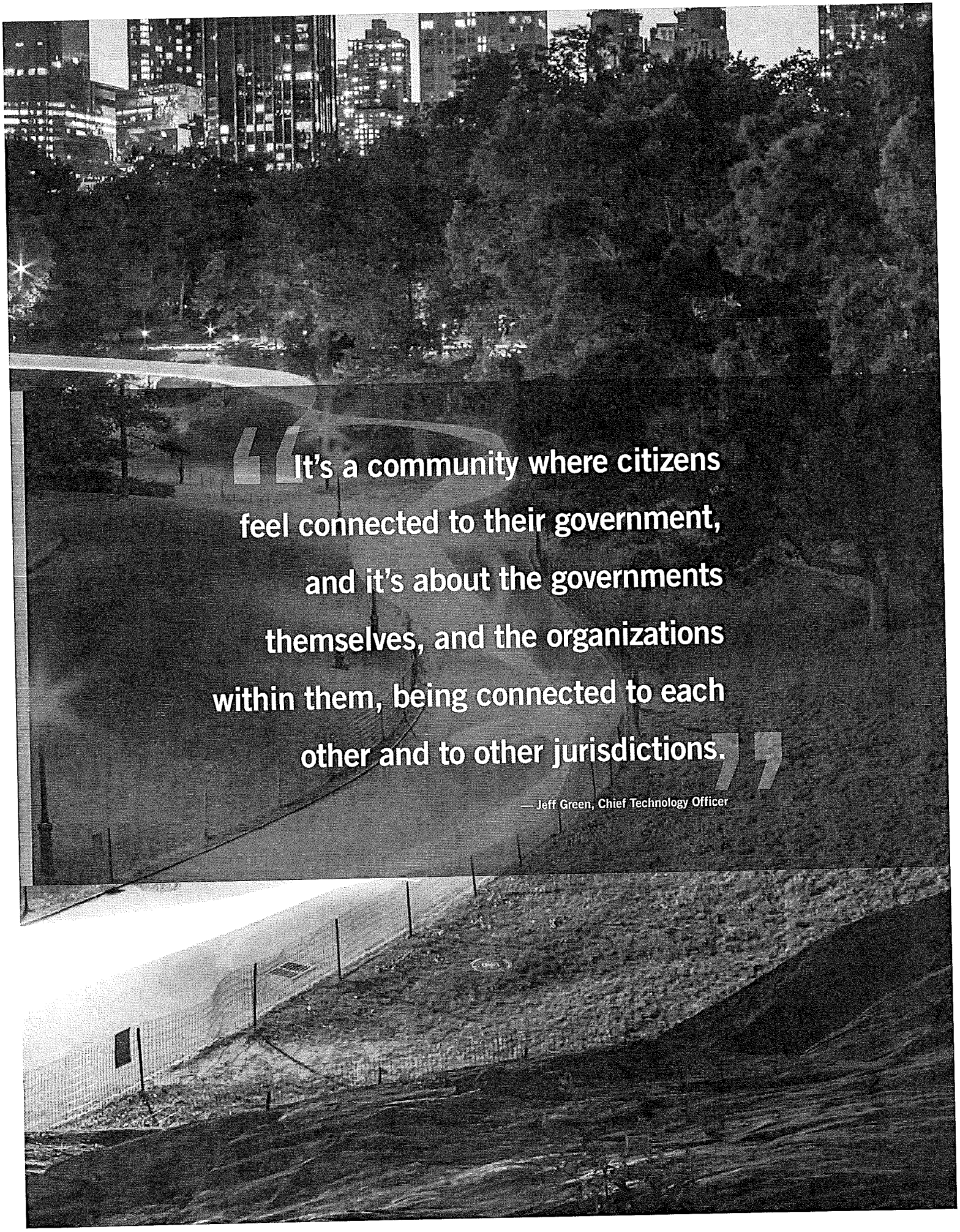
Imagine the community of the future.

The kind of community you want to live in. It's safe. It's clean. It's prosperous. Everything works as it should.

It's a community with a vibe. **An energy that hums with life and purpose.** You can't quite put your finger on it, but you can **feel** it. It's a place where you feel like part of something **bigger than yourself**.

That's a **connected community.**

It's made possible by seamlessly connecting data, **people and processes,** and letting **technology** work behind the scenes to make local government and schools **work better**, so **every community and its citizens thrive.**



"It's a community where citizens feel connected to their government, and it's about the governments themselves, and the organizations within them, being connected to each other and to other jurisdictions."

— Jeff Green, Chief Technology Officer

to our shareholders

In October 2016, Tyler Technologies' leaders commemorated our company's 50th anniversary by ringing The NYSE Closing Bell® on the New York Stock Exchange. Even though Tyler was founded in 1966, it was 1998 that marked the move to our singular focus on software for the local government market. This decision has led to steady and remarkable performance, and 2016 marked another year of extraordinary success in the growth of our business.

Our competitive position in the local government software market reached an impressive high in 2016. Historically, we've invested in our products to not only earn more business, but to better fulfill our mission of empowering those who serve the public sector. Having successfully built and reinforced our leadership position with multiple best-in-class products for major, essential parts of government, we are now ready for the next phase of Tyler's development — connecting communities through seamless integration. By developing technologies to enable our clients to share data between departments and agencies that traditionally have been siloed, Tyler will be unique in its ability to empower our clients for their future as connected communities.

"We believe that, together with our clients, we have a unique opportunity and responsibility to create a more efficient public sector and a more just society."

— **Bruce Graham, Chief Strategy Officer**