



**HARRIS  
GOVERN**

# Harris Govern Proposal for Tarrant CAD

PACS CAMA RFP 2024

Due Date: June 10, 2024

**Contact Name:**

Manuel Araujo

A Premiere Provider  
of Property Appraisal  
& Tax Software  
Solutions

[harrisgovern.com](http://harrisgovern.com)

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    [REDACTED]

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## Cover Letter

To Grady Ewing, Quality Assurance Manager

Tarrant CAD Appraisal District:  
2500 Handley-Ederville Road  
Fort Worth, Texas, 76118

Harris Govern, a Division of Harris Computer Systems, appreciates the opportunity to provide a response ("Proposal", "Response") to a Mass Appraisal System Proposal Request from Tarrant CAD Appraisal District. Thank you for outlining Tarrant Appraisal District's (TAD) goals and objectives for acquiring and implementing a fully integrated CAMA. We recognize the importance of maximizing efficiency, increasing accuracy, and providing excellent service to taxpayers and taxing units in the most cost-efficient manner. In response to your requirements, we propose leveraging Harris Govern's Property Appraisal and Collection System (PACS), the most widely used CAMA system in Texas, [REDACTED]

**Peace of Mind:** By selecting Harris Govern, TAD will have comfort in knowing that their data conversion will be **ACCURATE**. There are advantages to selecting a Harris Company, as we have the ability to collaborate with our sister business unit, Aumentum, which would not be afforded to any other vendor.

**Utilizing PACS for Stability and Consolidation:** We have conducted a thorough review of your Request for Proposal (RFP) document and are confident that Harris Govern's CAMA system, PACS, is exceptionally well-suited to meet the needs of Tarrant Appraisal District (TAD). PACS offers a comprehensive solution that addresses all the critical functions required by TAD, including mass appraisal administration, appeals management, document archival, and seamless integration with GIS technology.

Moreover, PACS presents the opportunity to consolidate all existing CAMA servers into a centralized system. This consolidation ensures not only stability but also significantly enhances the efficiency of TAD's operations. With our extensive experience in serving the Texas market and a proven track record of successful implementations, we are confident that PACS is the ideal choice to support TAD's vital appraisal district functions and activities.

[REDACTED]

**Timely Completion by August 2025:** We are committed to completing the migration to PACS by August 2025. Our dedicated team will work closely with TAD to ensure a smooth transition, providing data conversion, training, support, and ongoing maintenance to maximize the benefits of our solutions.

\_\_\_\_\_

\_\_\_\_\_

**Conclusion:** In summary, Harris Govern's PACS application, combined with our industry knowledge and expertise, offers a comprehensive solution to meet TAD's needs for stability, efficiency, and Texas Legislation requirements and a path for future growth. We are fully committed to supporting TAD throughout the transition process and beyond, creating a successful outcome that enhances overall operations and service delivery.

Thank you for considering Harris Govern as your partner in this important initiative. We look forward to the opportunity to collaborate with TAD and deliver a solution that meets your specific requirements.



Robert Wood  
Executive Vice President

## Executive Summary

Our company was founded based on providing better tools to the Property Appraisal & Tax Industry. Our mission statement reflects this desire: *Harris Govern strives to provide best in class, automated solutions to the Ad Valorem Property Tax Industry by integrating proven technologies with industry knowledge and delivering superior customer service.* Harris Govern is continually working on our application to improve processes and functionality. These improvements are related to co-development initiatives, general product enhancements, maintenance items (defect resolution, industry standards criteria) and legislative compliance.

We take this to heart. Our company's success was built upon a grassroots effort, reinforcing our mission statement to provide and deliver exceptional customer experiences and success. We are a leader in the appraisal and collections industry. Harris Govern's focus is developing solutions for the Assessment/Appraisal and Tax/Collection Industries. That's it. We understand your industry and we also understand technology.

Harris Govern's initial product offering consisted of an integrated appraisal and tax database application. Today this application continues to evolve. Constantly improved, the application is continually refined by our customers' input. This process makes for better tools and support that are vital in running an efficient appraisal or tax office.

### History of Harris

Harris Computer Systems began in 1976 when founder Nigel Harris had the idea of a computer-operated automated accounting system. There was a gap between customer expectations for such code and what the vendor was able to deliver; At the time his vision was a revolutionary idea. Harris's ambition drove his vision and in July of 1976, he acquired his first company and LEBS became the N. Harris Computer Corporation. Harris Computer pivoted away from its roots, the solution was simple and powerful: He and his team began to search for a vertical that was unique, complex, and had minimal competition thereby providing fertile ground for growth.

In 1996, twenty years after the founding of N. Harris Computer Corporation, Nigel sold to Constellation Software Inc. Since then, Harris has steadily acquired software companies that are the experts in their specific fields and provided an umbrella of support and systemization to maximize each business unique niche in the market.

In 2006, Harris Computer Systems acquired Govern to round out its Municipal Government ERP solution with the addition of the Land Management, Revenue Management and CAMA product solutions. As part of the acquisition, Harris consolidated and rebranded. Today Harris Govern is made up of 3 core CAMA & Tax solutions (Govern, PACS, RealWare/CollectWare) and we are continually working on our applications to improve processes and functionality.

### Harris Govern Benefits

Harris Govern brings a proven total software solution and a pledge to work with you and your team through all stages of the implementation process and to provide outstanding on-going support. In addition, we commit to providing exceptional products and services by continually investing in advanced

technologies and top-quality employees. Our knowledge of the marketplace, our knowledge of the product and our staff's knowledge gives us the lead over our competitors. In addition to the many reasons outlined in this Response, here are just a few more reasons why the Harris Govern Solution should be your choice:

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

**Summary**

While the functionality of the software is critical, so too is the successful deployment of the Software, which determines the true benefits realized from the initial investment. In this regard, the Harris Govern Team has considerable experience managing the administrative, operational, procedural, technical, and resource complexities inherent in deploying successful solutions.

## Proposed Software

### Meet your Harris Govern CAMA Software

Our PACS CAMA software is developed based on IAAO & USPAP industry standards. With over 30 years of proven relational data modeling and standard value approaches, you will have access to unmatched reporting capability. This means that you will always have the valuation information you need to deliver reliable, accurate, and defensible results.

#### Safe Passage



Technology evolves at a fast pace, and many districts worry about the upgrade and licensing fees associated with future platform installations. We want you to focus on your office and not worry about upgrade costs, so our engineers will handle upgrades throughout your contract. This helps you stay at the forefront of technology while also controlling the Total Cost of Ownership since your district will not have to repurchase software or go through complicated data conversions.

#### Software For Life



Districts deserve the best software, and this is why we offer complimentary upgrades for prescribed software and technologies. If you are on an active maintenance contract, you will not be forced to upgrade or migrate. This means that your jurisdiction will have the latest platforms for the life of your partnership with Harris Govern.

### Harris Govern PACS CAMA Features

Appraisal technologies are essential for many areas of public operations because they are the basis for property valuation and taxation. We know that your staff needs an efficient and secure way to conduct property valuation.

Our CAMA software is perfect because it is developed to help Appraisers achieve consistent and reliable property data with assistance in all stages of the property appraisal process.

[Redacted text block]

Some of the ways that our CAMA helps improve efficiencies include:

- [Redacted bullet point]
- [Redacted bullet point]
- [Redacted bullet point]
- [Redacted bullet point]
- [Redacted bullet point]

## PACS Appraisal Software

We designed and built the PACS Appraisal software to be flexible and with specific functionality to help your organization manage all appraisal activities in your office.



**User-Friendly Design:** We developed PACS Appraisal to help streamline your entire process and include the features you need to get more done in less time.



**State Compliance and Reporting:** Every state has its own compliance and reporting requirements that can result in a lot of time and resources to file correctly.



**Mass Updates:** Your team can update parcel information effortlessly, and future reviews can undo past information if original changes are deemed to be done in error.

**PACS** premier software that can scale with your needs and help you efficiently manage and streamline your appraisal and tax collection processes

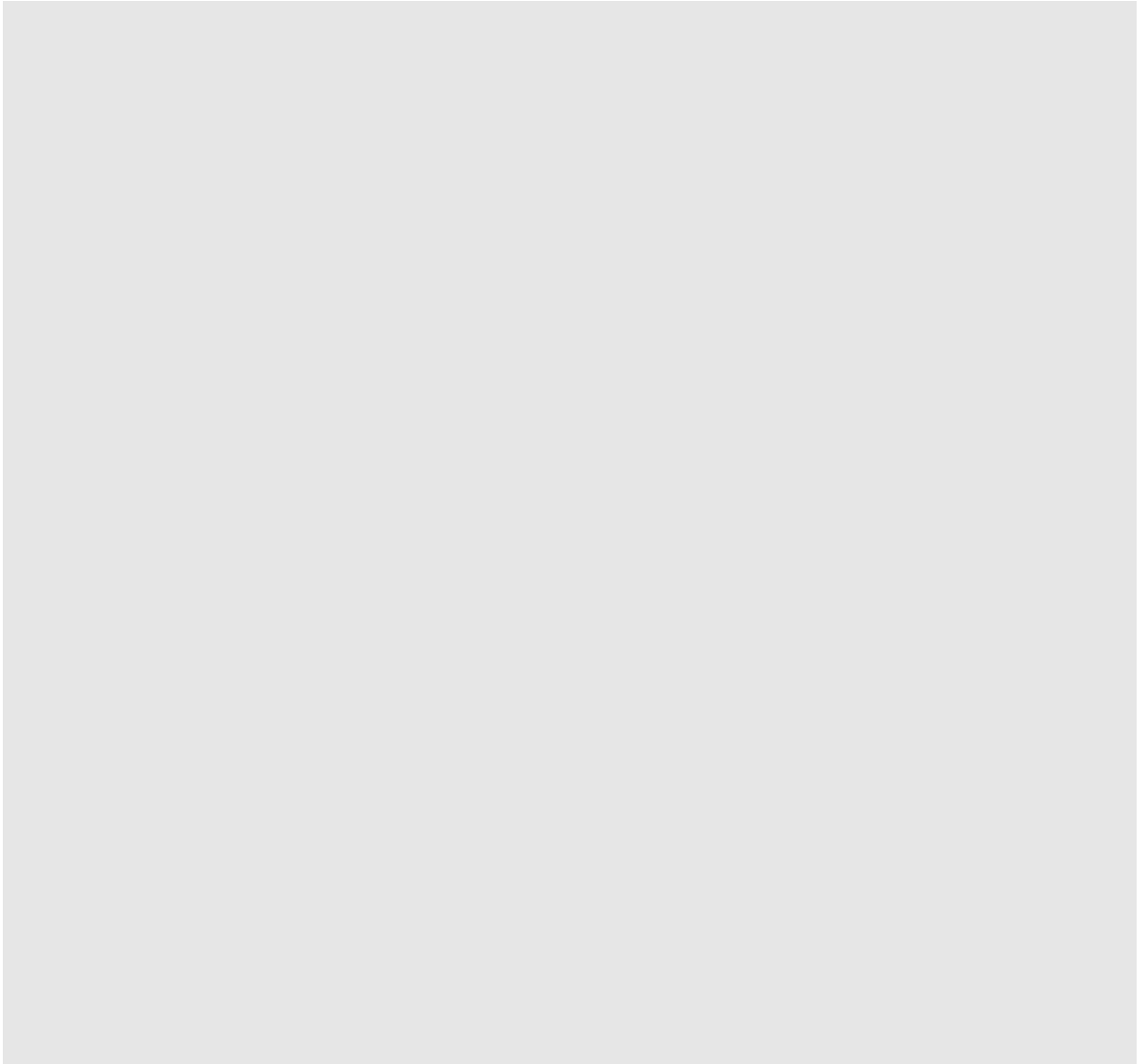
<p><b>PACS Appraisal</b></p> <ul style="list-style-type: none"> <li>• State Compliance and Reporting</li> <li>• Mass Updates</li> <li>• Website Hosting</li> <li>• PropertyACCESS®</li> <li>• Maps to PropertyACCESS®</li> <li>• Online Appeals*</li> </ul> <p><b>PACS Collections</b></p> <ul style="list-style-type: none"> <li>• Multiple Payment Processing</li> <li>• Electronic Payment Import</li> <li>• Audit &amp; Tracking</li> <li>• Levy Management</li> <li>• Online Payments</li> <li>• Electronic Tax Statements*</li> </ul> <p><b>Matix</b></p> <ul style="list-style-type: none"> <li>• CAMA records, GIS layers and images in one application</li> <li>• Thematically map CAMA and Collections data</li> <li>• Integrate with any CAMA system, Excel or Access databases</li> <li>• Seamless EagleView integration</li> <li>• CAMA/Batch Selection Tool</li> </ul>	<p><b>Mobile</b></p> <ul style="list-style-type: none"> <li>• Designed for Online/Offline Access</li> <li>• Optimized Data Entry</li> <li>• GIS Map Integration</li> <li>• Automated Routing</li> <li>• Create/Edit Sketches</li> <li>• Take and Attach Photos</li> <li>• Manage Building Information</li> </ul> <p><b>ADD-ON OPTIONS</b></p> <ul style="list-style-type: none"> <li>» Disto Integration</li> <li>» Advanced Mapping</li> <li>» Class Calculator</li> <li>» Business Personal Property*</li> <li>» Sketch Validation*</li> <li>» Desktop Review</li> </ul> <p><b>HGO (Harris Govern Online)</b></p> <ul style="list-style-type: none"> <li>• Online Filing</li> <li>• Online Application</li> <li>• Online Appeals</li> </ul> <p><b>GIS Services</b></p> <ul style="list-style-type: none"> <li>• GIS Base Map</li> <li>• GIS Base Map Maintenance</li> <li>• Comprehensive Integration with PACS</li> <li>• Publish GIS Data on Internet for PublicAccess</li> <li>• Accuracy Levels You Can Trust</li> </ul>	<p><b>Deeds Processing*</b></p> <ul style="list-style-type: none"> <li>• Create &amp; maintain UDI groups determined by deed records</li> <li>• Project Management &amp; Reporting</li> <li>• Attaching deed images to accounts in PACS</li> <li>• Work new deeds &amp; other legal documents</li> <li>• Work recorded subdivision plats</li> <li>• Update GIS parcel base map with split/merge changes from legal documents</li> </ul> <p><b>Sketch Validation Services**</b></p> <ul style="list-style-type: none"> <li>• Review vacant lots</li> <li>• Convert all your PACS sketches into a GIS layer</li> <li>• Validate existing sketches</li> </ul> <p><b>Other Offerings</b></p> <ul style="list-style-type: none"> <li>• Marshall &amp; Swift Integration</li> <li>• Property Truth-in-Taxation*</li> <li>• Entity Tax Rate Calculation</li> <li>• OCR/Barcode Recognition</li> <li>• Signature Capture Devices</li> </ul>
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Harris Govern was established to provide assessment and valuation software and support. Appraisal and Collection software is our core business. Harris Govern offers software and services to the CAD Appraisal Districts and Property Tax Collection market. These services include:



## PACS Appraisal

## PACS Appraisal



## HGO Mobile Brochure

# Harris Govern (HG) Mobile



HG Mobile offers everything your field appraisers need, such as advanced mobile data collection, efficiency, and unmatched reliability while in the field.



Join over 1,000 users who have increased productivity through true innovation with:

- ✓ Real time quality control
- ✓ Real time field tracking
- ✓ No check-in/check-out
- ✓ Instant productivity reports
- ✓ Easy-to-use workflow

Mobile Data Collection that's effective and Proven!

- ✓ Update data without any delays
- ✓ Automated GPS & address routing
- ✓ Easily configured to your needs
- ✓ Easy touch screen sketching
- ✓ Eliminate redundant data entry
- ✓ Real time photo acquisition and delivery

## What is HG Mobile?

We've completely changed the face of mobile data collection with this innovative and field proven solution. All data changes are made available to office quality control modules in real-time, saving you time and money by correcting costly mistakes before they are made public.

For each change made, HG Mobile keeps track of the who, what, when and where providing for unparalleled transparency and safety for your staff and property owners.



# HG Mobile



## Join us in saying: “WE WON’T!”

- ✗ Wait for a mobile solution? **We Won’t!**
- ✗ Work with check-out, check-in limitations? **We Won’t!**
- ✗ Be a guinea-pig for a new mobile product? **We Won’t!**
- ✗ Settle for less than the industry’s best? **We Won’t!**



### HG Mobile:

- Won’t** give you a product that requires second-hand data entry!
- Won’t** give you a product that doesn’t increase your office productivity!
- Won’t** give you what you don’t want!



## Frequently Asked Questions

### I have very poor cell coverage, can HG Mobile work offline?

HG Mobile is designed to work both online and offline and is in use in many rural areas by our clients. You will have an increase in productivity in either mode.

### Will I still need paper in the field?

All your field appraiser needs with HG Mobile as their field device! With HG Mobile they will be able to navigate to the properties, take photos, make sketch changes, enter property data, view GIS information and more right from their iPad!

## MATIX Brochure



### Integrate with any CAMA system, Excel or Access database

Matix is a powerful GIS viewer that is capable of connecting to many different data sources to query data. The data is joined to GIS data elements to allow data visualization with themes and tabular data views.

Matix brings your GIS, Aerial and CAMA data together in an easy to use tool you'll use daily. Data is queried in real-time allowing up to the moment data changes to be easily analyzed within the configured theme views.

### Custom Theme Views

*Thematically maps your queried data*

Configure themes as you see fit, not what a vendor thinks. Visualize your data in multiple ways so that you can see outliers and data anomalies quickly and easily.



### Seamless EagleView Integration

*Easy view your EagleView investment*

You're already paying for aerial imagery, why not use it in your GIS application as well. With our integration, your GIS and aerial imagery stay in sync with one another.



### Custom Data Grids

*See everything in one place*

View your CAMA data customizable grids so that you can quickly sort and filter your data as necessary. Don't be locked into one view. Change views as often as you need.



### Flexible Analysis Tools

*Perform data analysis in a snap*

Customizable panels allow you to configure your own personal layout views. Switch between saved layouts to get your work completed easily.



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## General Requirements

### Modern Technology

The reason for procurement is to accommodate the expanded requirements of our operations, expand capabilities, increase data security, and secure a system that allows us to take full advantage of the latest advances in computing and information processing technology.

**The new system must satisfy the following requirements:**

- Be responsive to the functional needs of departments.

**Harris Govern Response:** Harris prides ourselves on listening to and acting upon advice from our individual clients, but also allowing our Client Advisory Board to have a seat at the decision table for legislation and enhancements.

- Be sufficiently flexible in both functional and technical designs to easily accommodate future changes as required by Texas State Legislature, changes in technology as well as business environment and other industry vendors.

**Harris Govern Response:** The Harris Roadmap continues to expand the core application into many more APIs and Micro services allowing clients to partner with the best vendors to best suit their needs.

- Must operate efficiently such that operations meet the performance demands of all users internally and externally to TAD.

**Harris Govern Response:** Harris exceeds the benchmark performance guidelines referenced in this RFP. While Harris prides ourselves in this achievement, we do not stop looking for areas to improve our performance.

**Incorporate advances in computing and communications technology, such as:**

- Current technology for application development

**Harris Govern Response:**

[Redacted response text]

[Redacted]

- Distributed and on-line data entry

**Harris Govern Response:** The proposed solution offers real-time distributed processing with on-line data entry capabilities.

- Structured systems design (fully normalized)

**Harris Govern Response:** Yes, the Harris system has a normalized database.

- Tools to create ad-hoc reports.

**Harris Govern Response:** Yes, Harris allows users to use List Builder and third-party tools for users to create ad-hoc reports.

- Capability to integrate with Scanning, Imaging, GIS databases, handheld Appraisal applications, and any future Relational Data Base Management System (RDBMS) compliant products.

**Harris Govern Response:** Yes, Harris has built-in scanning, imaging, GIS and mobile applications.

- Capability to FTP (File Transfer Protocol), import and export data accurately.

**Harris Govern Response:** Yes, Harris products support import and export of certain appraisal and State files with ftp capabilities.

- Provide multiple database backups to ensure no data loss.

**Harris Govern Response:** Yes.

- Provisions for security control ensuring blocking of non-certified access.

**Harris Govern Response:** Yes. The system has user authentication to prevent unauthorized users.

- Provisions for disaster recovery and backups as well as checkpoints, should the application fail, ensuring no loss of data.

**Harris Govern Response:** Yes, the system will operate within the CAD's Disaster Recovery Policy.

- Provide internal checks to ensure no loss of accounts or unintentional data changes.

**Harris Govern Response:** Yes. Harris products have tools/reports to check for the integrity of the data.

- Capability to support online applications:

**Harris Govern Response:** Yes. Harris works with an approved third-party provider for online applications, or the CAD can elect to use the Harris API's and create their own online applications.

- Appeals process.

**Harris Govern Response:** Yes. This is a component of the online tools/API's available.

- Informal value negotiation

**Harris Govern Response:** Yes. This is a component of the online tools/API's available.

- ARB meetings

**Harris Govern Response:** Yes. This is a component of the online tools/API's available.

- Electronic communication

**Harris Govern Response:** Yes. This is a component of the online tools/API's available.

- Electronic Appraisal Notices

**Harris Govern Response:** Yes. This is a component of the online tools/API's available.

- Application filing

**Harris Govern Response:** Yes. This is a component of the online tools/API's available.

- API's

**Harris Govern Response:** Yes. Harris has a robust set of API's for both internal and external applications.

- Microsoft 365

**Harris Govern Response:** Yes. Harris supports MS 365 locally installed versions.

- One Drive

**Harris Govern Response:** Yes. Information imported or exported can be saved or accessed from OneDrive.



## Compliance

The new software system must support mass appraisal functions according to Texas State Law, Texas Property Tax Code, Texas Property Tax Assistance Division rules and USPAP standards.

**Harris Govern Response:** Yes. The Harris system is Texas legislatively compliant.

## Proven and Progressive

The new software system is envisioned to represent proven state-of-the-art technology employing features that are on-line, real-time, within a fully integrated environment. It must provide flexibility and ease of maintenance to effectively handle changes in TAD business rules. Input and inquiry screens should be user-friendly with well-developed, easy to use documentation and on-line help features must be included with the system. Overall, the new system should provide the user with ready access to all necessary information, have a good response time, reduce paper shuffling, provide easy importing and exporting of any and all data and be cost effective to operate.

**Harris Govern Response:** Acknowledged

## Integration

The key to the new software package is to apply full integration of all components or modules. These components should share information and thus reduce duplicative data entry and storing of redundant information. The information stored should be normalized using the Rules of Data Normalization.

**Harris Govern Response:** Yes. The Harris system is normalized.

## Innovative

It is required that Vendors offer their best solution to meet TAD system needs as defined in this document. TAD will not tailor these needs to fit solutions a particular Vendor may have available. However, TAD does encourage innovative ideas for hardware and software that will result in enhanced overall operations and efficiency for TAD.

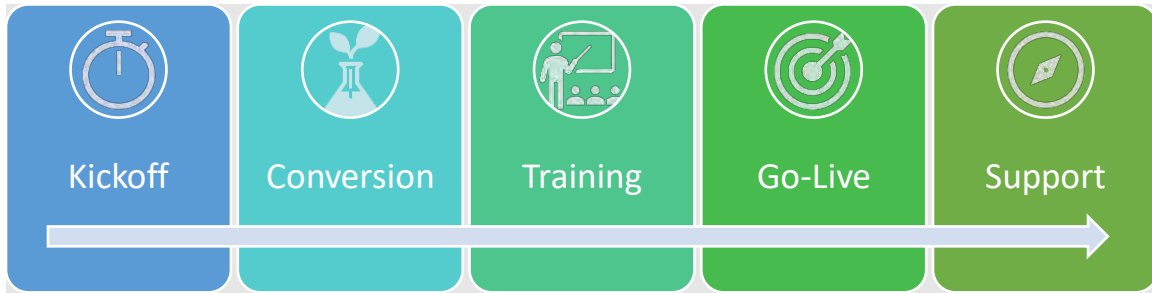
**Harris Govern Response:** Acknowledged

## Maintenance

The Vendor will be required to engineer, design, program, install, convert data, test and maintain the new system that will provide complete services for TAD. TAD will accept proposals for turnkey total solution systems only. Vendor must be the sole responsible party throughout the delivery, installation, training, warranty, and maintenance periods. Any subcontractor utilized by the Vendor must be identified in the proposal with description of the assignments they will perform. A change of subcontractors throughout the installation, warranty, or maintenance periods requires the prior written approval of TAD. The Vendor will have ultimate responsibility for all subcontractors utilized for this project. The Vendor must provide a project manager as a single point of contact for TAD throughout the planning and implementation of the project.

**Harris Govern Response:** Harris Govern has extensive implementation experience and has successfully developed, implemented, and supported software products that have been deployed to over 327

customers throughout 30 states and 5 Canadian Provinces. Harris Govern provides the necessary services to ensure every aspect of the software implementation is planned, resourced, and measured.



**Implementation Phases:**

- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]

**Project Management:**

Harris Govern will provide Project Management services to manage Project scope, schedule, and budget. Project management methodologies will closely align with the Project Management Body of Knowledge and Agile Practice Guide from the Project Management Institute (PMI). The Harris Govern’s Project Manager (PM) will work closely with the Client’s Project Manager and Project Team.

**Project Kickoff:**

The Harris Govern Project Manager will conduct the Project Kick-Off meeting on-site with the Client. During this meeting, Harris Govern will review the previously gathered information pertinent to the installation, [Redacted]

[Redacted]

[Redacted]

[Redacted]

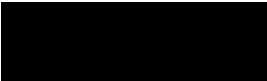
[Redacted]

**Data Conversion:**

The Harris Govern data conversion methodology identifies all required checkpoints relating to a PACS software client conversion. Each conversion stage will be executed by Harris Govern to ensure a consistent, efficient, and accurate conversion throughout the conversion stages. The end result of the data conversion process will be the Client’s acceptance of its 10 years of converted historical data with 5 years of balanced and validated data in PACS.

The following stages will be performed by Harris Govern.

1. [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]



[Redacted text block]

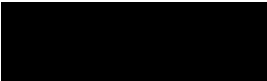
- [Redacted list item]

- [Redacted list item]

- [Redacted list item]

- [Redacted list item]

- [Redacted list item]



[Redacted text block]

- [Redacted list item]

- [Redacted list item]

- [Redacted list item]

[Redacted text line]

Training will cover each module of the application so that the users are able to use the application in their day-to-day responsibilities. A course curriculum and student enrollment plan will be developed between the Harris Govern Project Manager and the Client Project Manager. [Redacted text]

[Redacted text block]

[Redacted text block]

[Redacted text block]

Harris Govern will also provide unlimited access to the Client to the Harris Govern online documentation repository, which includes documentation on the System and its operation, as well as a repository of webcasts accessible via the Internet on topics ranging from the basic product overview to advanced features in the System and reviews of major tax calendar events. This is delivered from within the Harris customer support platform (TeamSupport).

**Go Live:**

Harris Govern will create and deliver the Go-Live Plan, subject to the Client approval.

[Redacted]

Final Conversion and testing activities will need to be successfully completed prior to Go-Live.

[Redacted]

**Post Go-Live Support:**

The Harris Govern Project Manager will transition the Client over to functioning as the System of Record and transition the Client to Customer Support after written notice of Final Acceptance by the Client through an onboarding process.

Harris Govern will document and prioritize all System issues in the Harris Govern Support system. After Final Acceptance, the Client will interact directly with Harris Govern support per their maintenance agreement with Harris Govern.

Harris Govern will train CAD IT staff how to back up and restore the PACS system. If the CAD Client reports a system failure through TeamSupport, it will be handled according to response time expectations detailed in the support agreement.

**Requirements Management:**

At Harris Govern, we take pride in our implementation process and deliverables, focusing on setting you up for success. Our product experts immerse themselves in understanding your needs and current business practices, recommending best practices to optimize technology utilization. Our implementation process positions you to effectively leverage Harris Govern solutions at go-live and to integrate recent technology developments delivered through software releases and upgrades.

Acknowledging that additional items or requirements may emerge, we recognize the significance of the Statement of Work (SOW) as a pivotal project management document delineating scope boundaries. Our approach to scope changes is governed by the following:

**Scope Changes and Change Orders:**

[Redacted]



## Proposal Evaluation Procedure

### Vendor Business Philosophy

TAD will not evaluate Offers on technical specifications alone. Equally important is the business relationship between the client and the Vendor. In order for TAD to become more familiar with your company, Vendors must submit the following:

### Vendor Background and Qualifications

TAD will only enter into an agreement with a reputable firm capable of support with skilled and fully trained technicians capable of performing a first-class installation and conversion in accordance with standard industry practices. All Vendor technicians must be experienced with the programs and equipment they are to install and /or support.

### Manufacturer Affiliation

Vendor must be the original author and developer of the source code offered for the CAMA software system.

**Harris Govern Response:** We acknowledge this, Harris Govern is the original author and developer of the CAMA Source code for [REDACTED] and PACS, however we partner with [REDACTED] for HGO On-Line Services and HGO Mobile Assessor.

### Parallel Operation

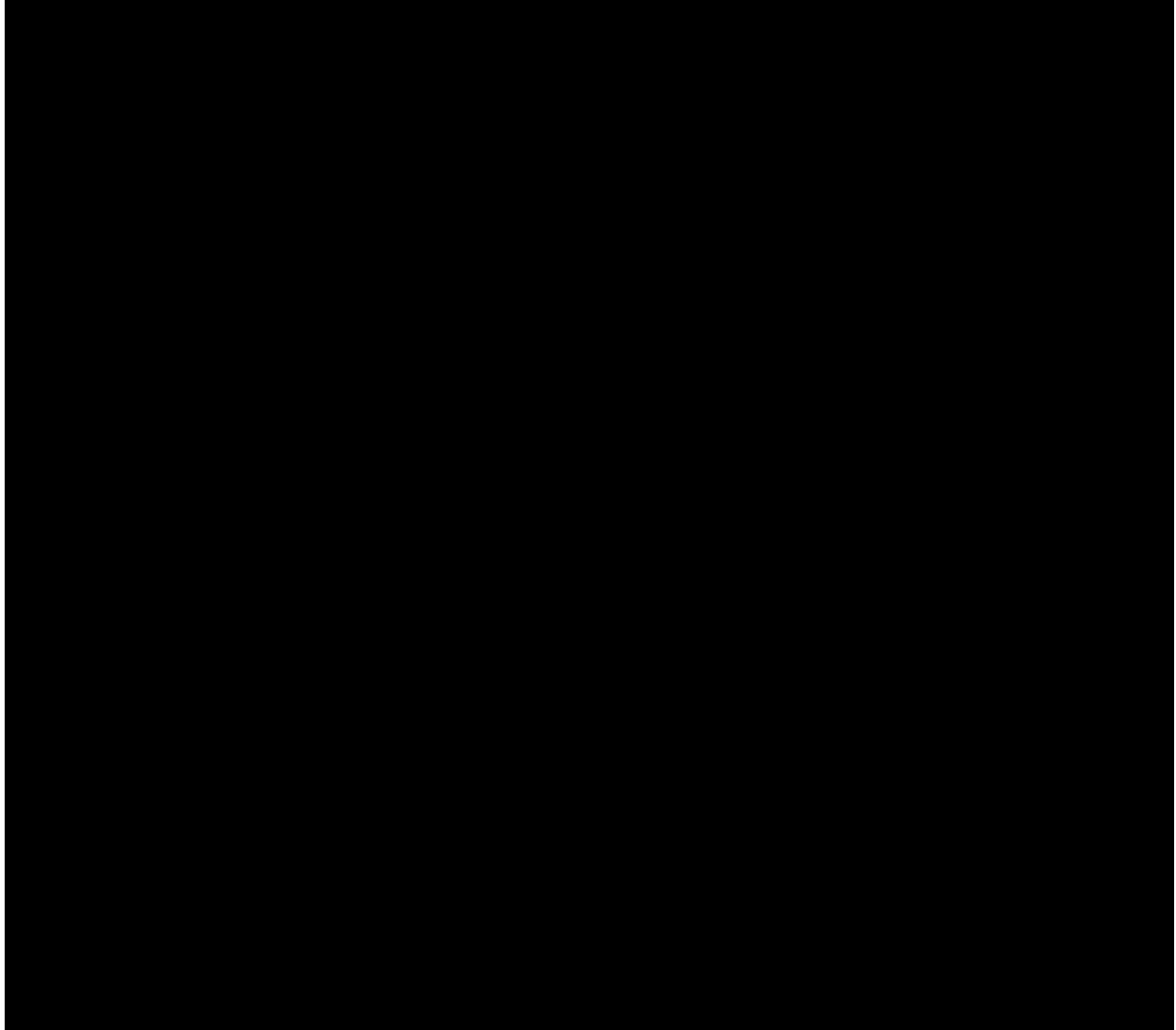
The Vendor should specify their method of supporting parallel operation during the conversion through final acceptance of the new solution.

**Harris Govern Response:** We typically provide an overlap in systems during the conversion process however the ideal situation would be for Tarrant CAD to follow our current implementation process [REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]

## TEXAS PACS Client Map

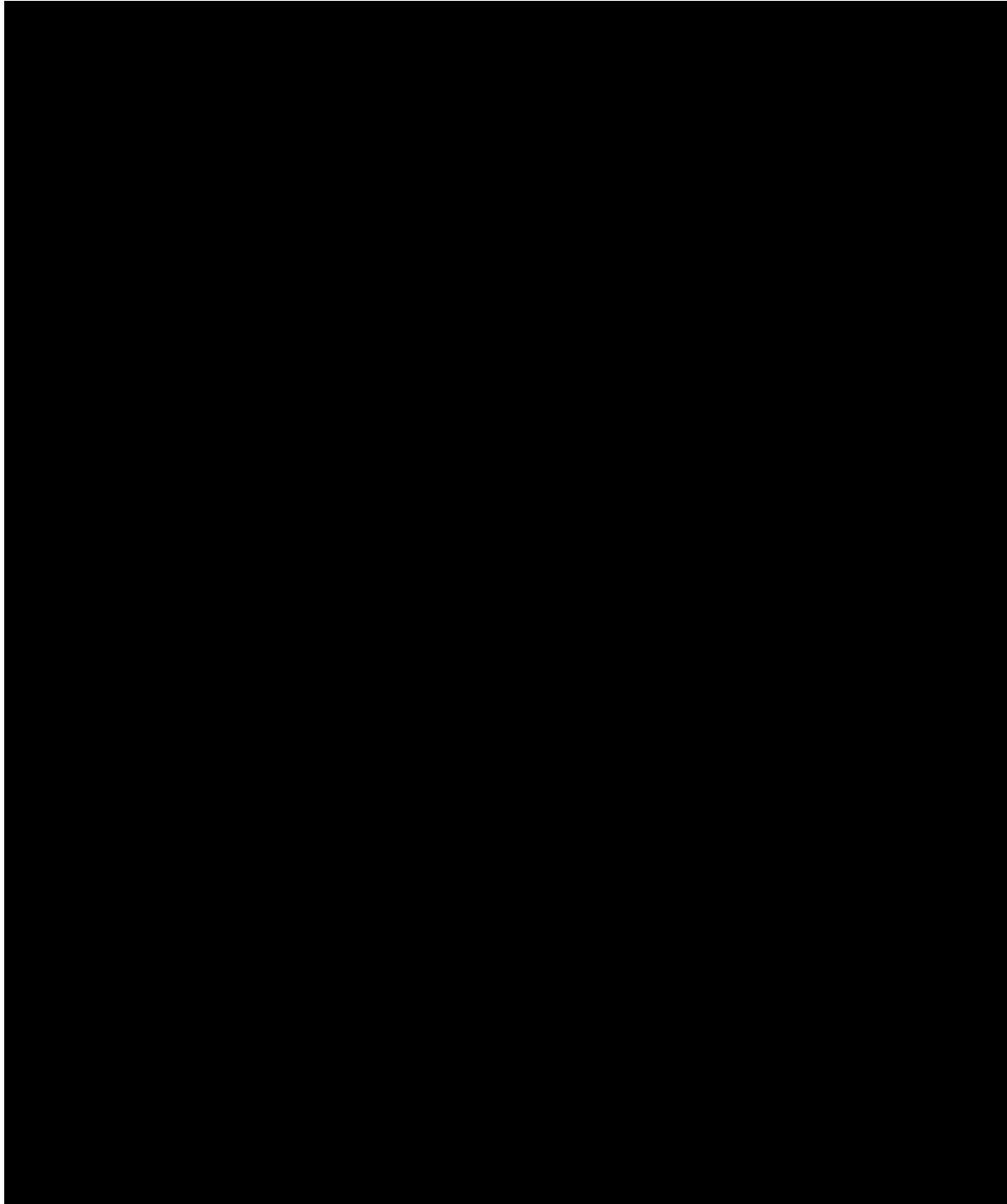
Below is a Texas map of our current PACS Appraisal clients highlighted in blue comprising over 115 Appraisal District clients out of 254 counties in Texas and 100 and taxing jurisdictions using our collections application.

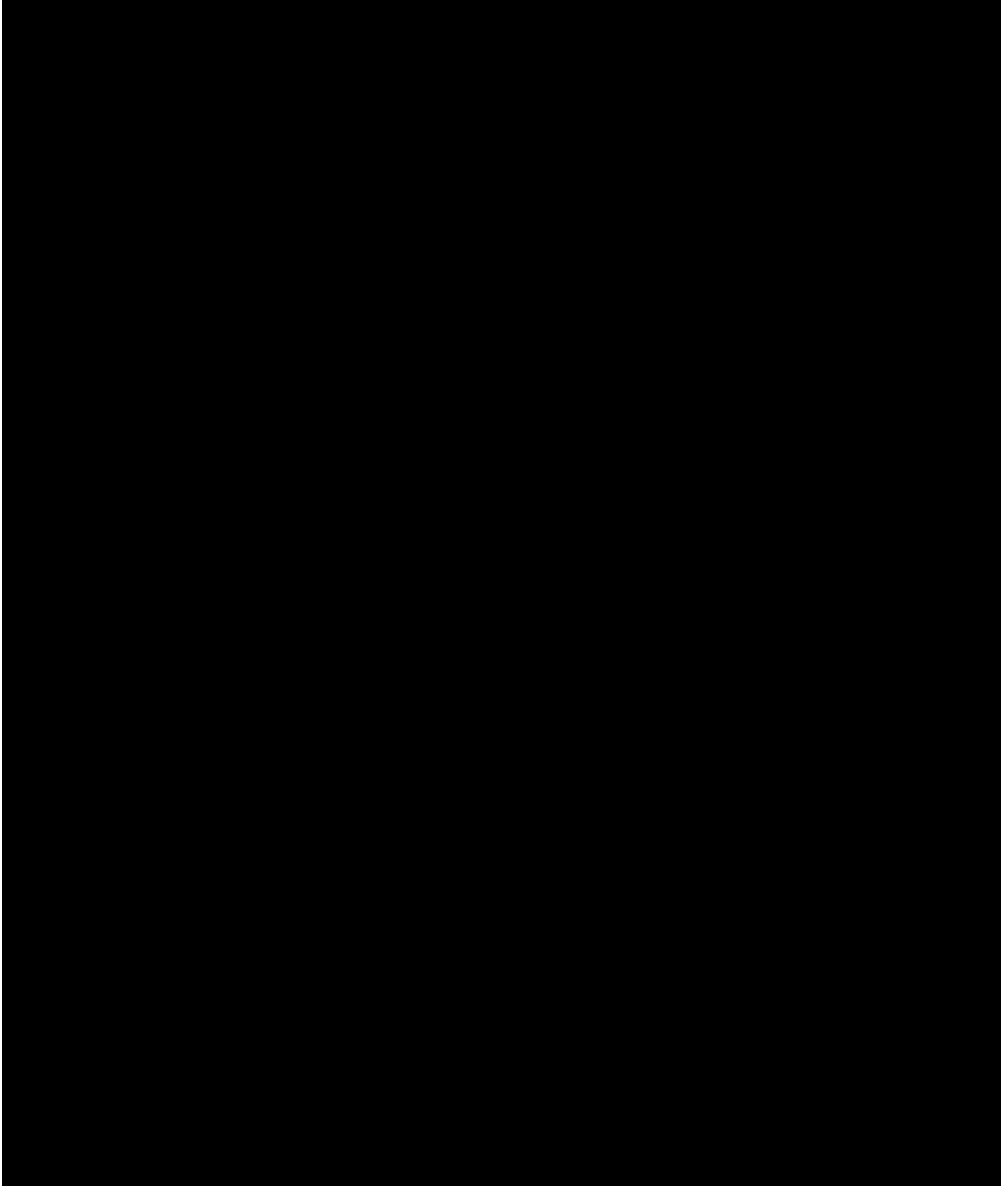


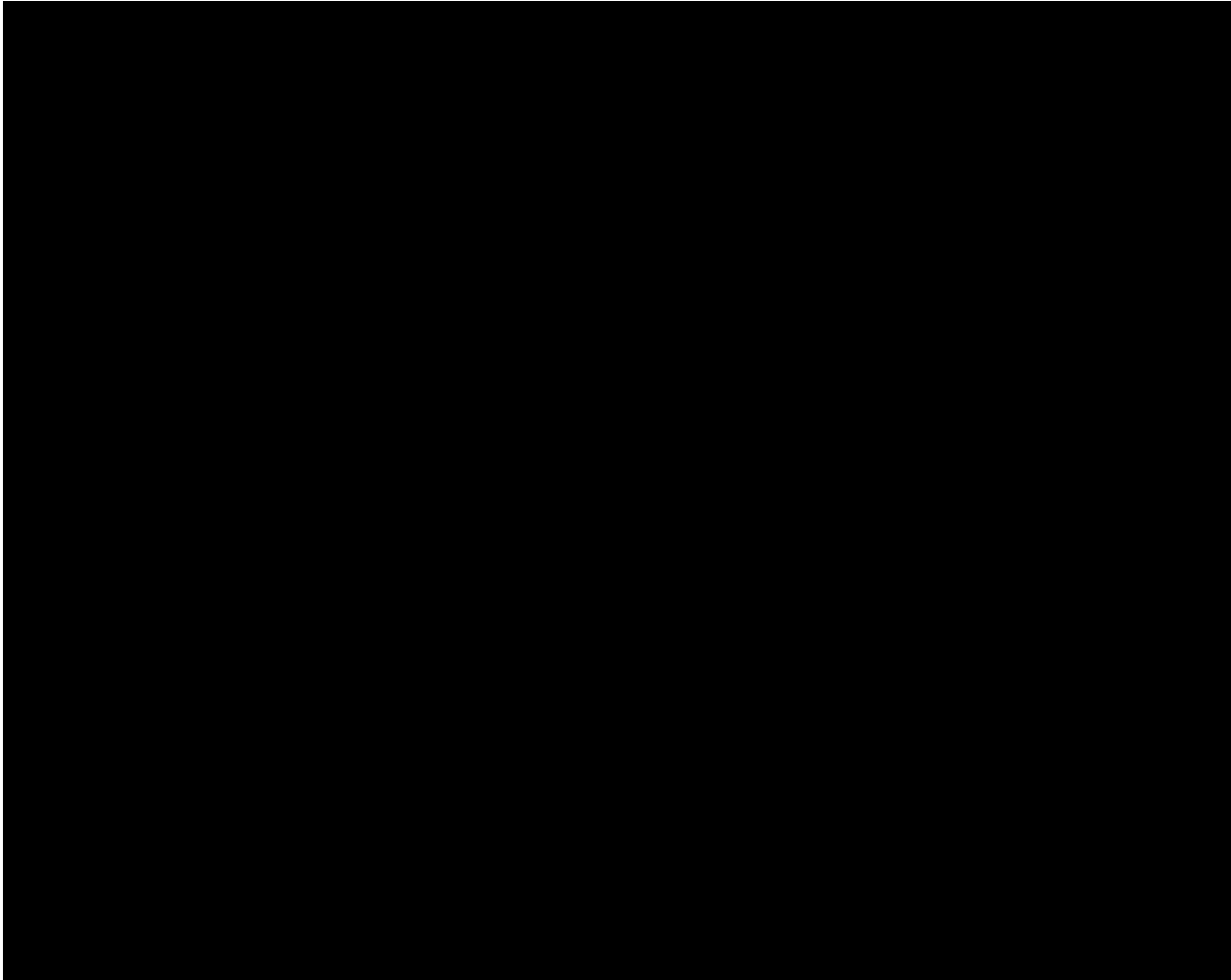


## PACS Appraisal Texas Client List

Please find below a list of current PACS Appraisal District clients. Contact information can be provided if we are selected as the vendor of choice. **This list is Confidential.**







### Reference List

In order to meet the long-term requirements of TAD, the prospective vendors must demonstrate their experience in Texas Appraisal Districts & CAD Tax Offices.

The vendors should include a list of all Texas Appraisal Districts & CAD Tax Offices currently running the proposed application software in Texas.

**Harris Govern Response:** Our customer list is included in all counties in Texas using our PACS proposed solution and we are currently working with [REDACTED]. These [REDACTED] counties continue to rely on our PACS Appraisal CAMA application to accomplish their daily goals. For all our [REDACTED] initiatives, we have provided a list of counties currently using said application.

The vendors should include a list of all Texas Appraisal Districts & CAD Tax Offices currently running any legacy software in Texas.

**Harris Govern Response:** We have included a complete customer list of all our Texas customers using our proposed application.

If Vendor has no customers in Texas, Vendor should state that fact and provide a list of all out-of-state customers using Vendor’s system similar to that which is being proposed.

**Harris Govern Response:** We have included a complete customer list of all our Texas customers using our proposed CAMA Solution.

### List of References:

Vendor must provide a list of references from a **minimum of three (3) clients**. Each reference solicited must be a paying customer external to the Vendor's organization. The Vendor must have supported and maintained the referenced systems or provide details of support and maintenance if not fully supported by the Vendor. The Vendor must have been the original developer of the referenced systems and/or provide the history of the features that were integrated from other vendors. For listed references, include company/organization name and address of installation, description of software installed and the name and telephone number of the contact person.

**Most of Harris Governs current customers are located in the state of Texas having over 50% market share. Here are three PACS references with approximate users and parcels [REDACTED]**

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]



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## Installation and Conversion

The Vendor shall provide for Parallel operation with the existing system until the proposed solution has been proven on site by TAD staff. The Vendor should specify the amount of time required for the installation and conversion process. Responsibilities of TAD must be specified for assistance in installation, cabling, networking interfaces, database conversion and training. The Vendor shall provide from their organization a Product Conversion Manager who is experienced with appraisal and understands the vendor's product. The Vendor shall specify the frequency of on-site visits by the Product Conversion Manager during the conversion process, it is the belief of TAD that frequent on-site visits will provide for greater success.

**Harris Govern Response:** A Project Manager will manage the day-to-day conversion, training, and implementation phases of the project. The project will include the following project roles to ensure a successful implementation. Detailed roles and responsibilities will be finalized with the Statement of Work (SOW).

**Project Sponsor:** [REDACTED]

**Project Manager:** Coordinate and organize the implementation and conversion efforts, manage schedule, project resources, risks, meetings, and financials of the project.

**Business Analysts:** Harris Govern product specialists (Subject Matter Expert - SME). [REDACTED]. The BA may also provide recommendations on the CAD's processes to ensure full utilization of the PACS features.

**Conversion Specialists:** [REDACTED]

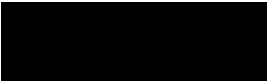
**Development Manager:** Oversees the configuration of the PACS hardware & software required for the CAD's PACS environment as defined in the SOW. Coordinate activities with CAD network and workstation administrators. Installation of any hardware defined in the SOW.

**Training Lead:** Create a custom training schedule and materials for all training activities. Conduct onsite Appraisal and Tax product training along with Systems Administration training. Onsite support during go-live activities.

**IT Support Specialist:** Configure the PACS hardware & software required for the CAD's PACS environment as defined in the SOW. Coordinate activities with CAD network and workstation administrators. Installation of any hardware defined in the SOW.

**Support Manager:** Provide support services to current PACS clients to include resolution of application questions and issues that may arise. Below is the data conversation methodology info.

[REDACTED]



**Conversion Stages:**

■ [Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

■ [Redacted]

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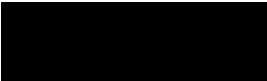
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## Registration of Vendor

Any corporation conducting business with TAD shall be on file with the Secretary of State, State of Texas, as being incorporated under the Texas Business Corporation Act, or, if a foreign corporation, have procured a certificate of authorization for the right to transact business within the State. If Vendor is a limited partnership, it shall have on file with the Secretary of State, its certificate for the formation of a limited partnership as required by the Texas Uniform Limited Partnership Act, Article 6132a, V.A.C.S. Vendors shall provide their certificate of registration number on the proposal sheet.

**Harris Govern Response:** Acknowledge.

## Software/Hardware Maintenance

TAD will require a written hardware and software maintenance agreement for an agreed upon period of time. The Vendor may subcontract the hardware maintenance, but TAD will hold the Vendor responsible for all maintenance services. Any additional documentation that will assist TAD in evaluating the maintenance agreement should be included.

**Harris Govern Response:** We have included a MLSA (Master Licenses Service Agreement) for the application and services all hardware would be warranted by the manufacturer and would not be serviced by us unless spelled out in the agreement.

## Submission of Proposals

Vendors desiring to submit proposals in response to the request must comply with all mandatory submission requirements set out in this document. Failure to comply with any section will subject the proposal to immediate rejection. However, any mandatory submissions are not the sole requirements. All conditions and requirements throughout this request are considered binding.

**Harris Govern Response:** Acknowledged.

## Multiple Proposals

A Vendor may submit more than one proposal. At least one of the proposals shall be complete and comply with all requirements. However, additional proposals may be abbreviated in form, using the same format, but providing only that information that differs in any way from that contained in the initial proposal. Each proposal must be separately bound, and contracts separately identified.

**Harris Govern Response:** Acknowledged.

## Cost Estimator Integration

Being a critical tool TAD requires the ability to integrate with construction cost estimators for residential and commercial properties. Indicate which cost estimators you support, and if the price is included or if a separate third-party engagement is required.

**Harris Govern Response:** Our CAMA system is fully integrated with Marshall and Swift (M&S) [REDACTED]. The CAD also has the ability to create internal schedules as desired. To use the M&S integration, there is a [REDACTED]. This cost is included in our proposal.

### Authorization to Bid

An individual who is authorized to act on behalf of the Vendor must sign all proposals, attachments to proposals and/or documents submitted with this proposal.

**Harris Govern Response:** Acknowledged.

### Submission of Vendor Contracts

A proposal must include contract forms that the Vendor intends to use during contract negotiation. However, in making a contract award, TAD shall not be bound by any conditions as necessary. TAD may, however, reject any proposals where contractual terms are deemed unreasonable.

**Harris Govern Response:** Acknowledged.

### Vendor Inquiries

Proposal Cost Errors

Vendors are expected to thoroughly examine all proposed specifications and all instructions. Preparation of cost extensions shall be at the Vendor's risk. In the event of a vendor error in any cost extension, the Vendor's unit price will prevail.

**Harris Govern Response:** Acknowledged.

### Product Information

Complete product information and descriptive literature shall be submitted with the proposal. Information submitted shall be sufficiently detailed or substantiate that offered products meet or exceed the specifications. Vendor is hereby put on notice that all information submitted according to this requirement would be incorporated by reference in the contract document arising out of Vendor's response and may subject to express contract warranties.

**Harris Govern Response:** Acknowledged.

### Benchmark Criteria

Vendors are strongly encouraged to provide benchmark statistics and additionally qualified Vendors may be asked to demonstrate their products to TAD. Vendors selected for product demonstrations must demonstrate that their product meets their response to the proposal. Failure to demonstrate that the product meets specifications will cause rejection of Vendor's proposal.

**Harris Govern Response:** Our PACS application is currently installed and running over 100 CAD Appraisal Districts in Texas. Our solution currently offers the most robust performance metrics in the industry and will be capable of discussing specific metrics as requested.

## Installation, Integration and Testing

Vendors shall provide a method of parallel operation with the existing system.

**Harris Govern Response:** We do not recommend running both systems in parallel in a production mode as it would require twice the effort or double your resources to enter data into two different systems. [REDACTED]

[REDACTED] If the CAD wishes to adopt running both systems in parallel, then Harris Govern could definitely work with the CAD's Project Manager and Project Team to establish and implement an appropriate plan.

[REDACTED]

Vendors shall provide a detailed installation, implementation and testing schedule for hardware, application software, database conversion and training with the proposal. All hardware purchased shall be installed within sixty days of contract award unless otherwise specified by TAD. After completion of testing and training the application of the software will begin as defined in the Vendor proposed installation plan.

## Proposal Evaluation

TAD will evaluate all proposals and The TAD Board of Directors will make the final evaluation of top proposals. Proposals that do not meet mandatory requirements shall be rejected. Proposals meeting the mandatory requirements shall be further evaluated on overall costs and ability to meet the long-term needs of TAD The term "overall costs," as used in this paragraph, shall be interpreted to include -- but not be limited to -- the cost of installment, conversion, training, product price, expansion capabilities of hardware, facility modifications required to house and operate the hardware and impact on staff.

**Harris Govern Response:** Acknowledged.

## Rejection of Proposals

TAD reserves the right to reject any and all proposals received. TAD does not intend to pay for information solicited or contracted for prior to entering into a contract with the successful Vendor.

**Harris Govern Response:** Acknowledged.

TAD reserves the right to waive minor deviations in proposals providing such action is in the best interest of TAD. Minor deviations are defined as those that have no adverse effect upon TAD interest and would not affect the amount of the proposal by giving a Vendor an advantage or benefits not enjoyed by other Vendors.

**Harris Govern Response:** Acknowledged.

TAD reserves the right to reject any or all proposals, to waive technicalities or formalities, and to accept any proposal deemed to be in the best interest of TAD. If TAD receives no valid proposals, TAD reserves the right to negotiate on the best terms and conditions at the best possible prices.

**Harris Govern Response:** Acknowledged.

### Legal and Contractual Issues

TAD requires a contractual agreement that fairly represents the rights and obligations of all parties to the contract. The following questions and statements are intended to elicit several key contract issues. Therefore, all of the questions in this part must be answered completely for the Vendor's proposal to be considered by TAD. If a Vendor has included copies of proposed sample contracts, the Vendor must identify the page and section of the contract that is responsive to each of the following questions and statements.

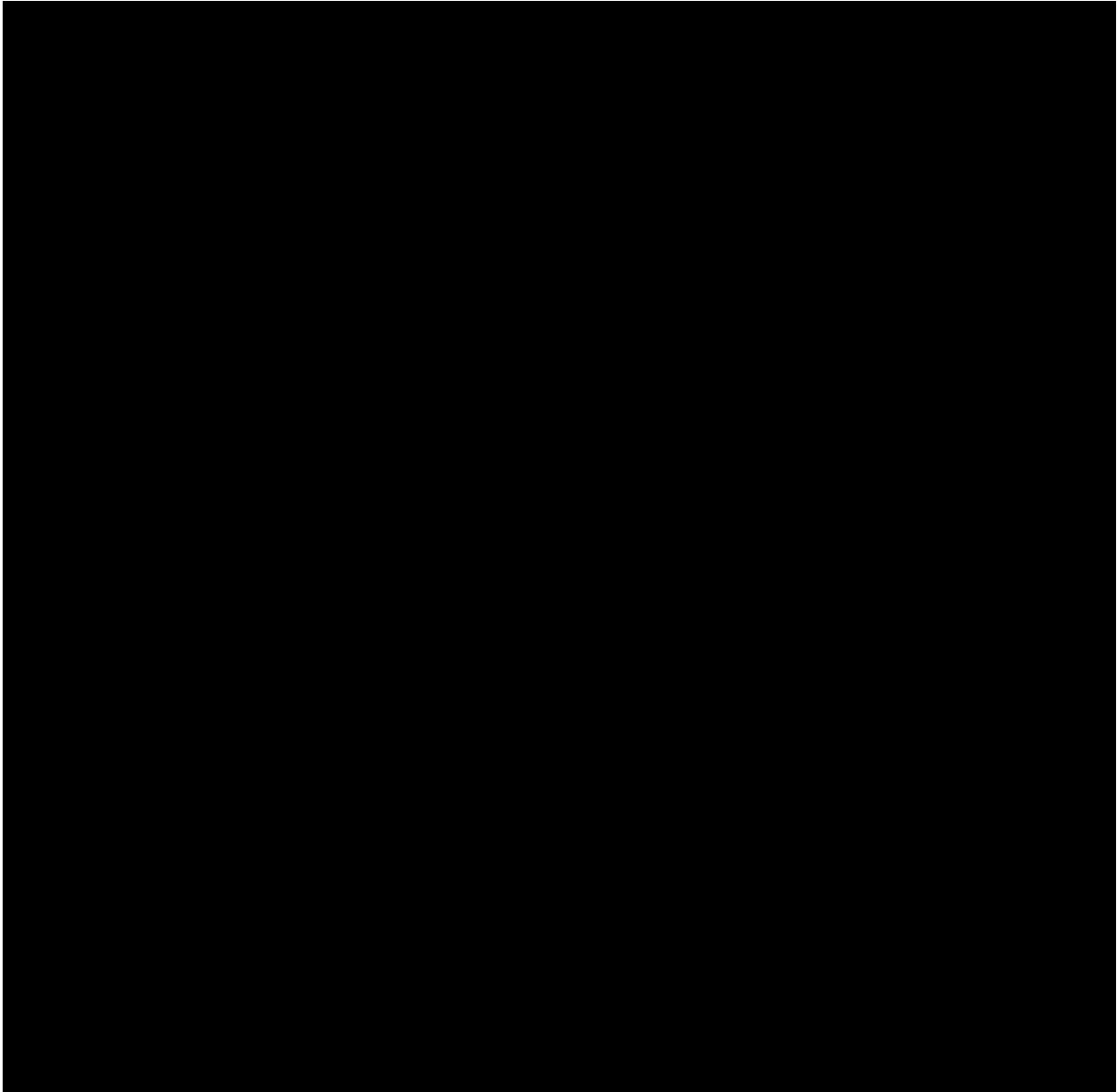
**Harris Govern Response:** Acknowledged.

### Terms of Payment

When will Vendor require the price for the system to be paid? Explain completely, including any payment schedules and alternatives.

Will the agreement include provisions imposing interest or finance charges on late payments by user? If so, how will billing disputes be handled? Please explain.

**Harris Govern Response:** [REDACTED]



## Delivery

The agreement shall include a binding delivery schedule consistent with the terms of this proposal request.

**Harris Govern Response:** Acknowledged.

Specify the method of delivery and installation. Explain, indicating the party or parties responsible for performing and/or paying for each step involved.

**Harris Govern Response:** Harris Govern will provide the software, conversion, installation and training for this engagement. Any hardware is the responsibility of the district unless otherwise specified in this proposal. The shipping and handling will be the responsibility of the district unless we make the purchase of hardware in which the delivery is covered. Also covered in our agreement.

Vendor must warrant that all equipment purchased under this proposal is free and clear of all liens.

**Harris Govern Response:** Acknowledged.

## Acceptance

All items purchased under this proposed request will be accepted only when all terms and any contracts arising from the proposal are met and the system is fully operational and in use by TAD Specify, if any, the specific acceptance criteria the Vendor may have.

**Harris Govern Response:** Acknowledged.

## Assignment, Use and Resale

Will the agreement or any related maintenance agreement include any restrictions on assignment of the agreement (I) by the user, and (II) by the Vendor? Explain.

Will the agreement or any related maintenance agreement include any restrictions on the unconditional use by the user of the software? Explain, including any applicable reference to restrictions, lease and resale.

**Harris Govern Response:** Restrictions, Assignments, and resale are provided in the attached sample MLSA, section 6. Harris Govern must provide written approval for any modifications to the MLSA.

## Termination

Under what circumstances, if any, can the user or Vendor terminate the agreement? Explain, including any penalties.

**Harris Govern Response:** The circumstances for termination are in the attached Sample MLSA, section 9.

## Execution Authority and Legal Assistance

Specify by name and title the individual or individuals within the Vendor's organization that presently have legal corporate authority to execute the agreement and any related agreements (including any amendments) on behalf of the Vendor.

**Harris Govern Response:** Todd Richardson, Chief Financial Officer, will have legal corporate authority to execute the agreement and any related agreements (including any amendments) on behalf of Harris Govern.

### **Product Warranty**

Complete product warranty information shall be submitted with the proposal. All manufacturers' warranties must be passed to Tarrant CAD Appraisal District. Unless otherwise specified in the proposal, all equipment must be warranted as new and unused.

**Harris Govern Response:** Acknowledged.



## Proposal Requirements

### Timeline

All proposals must include a proposed timeline depicting key milestones during the conversion and implementation process.

**Harris Govern Response:** Our proposed implementation timeline is designed to ensure a smooth and efficient conversion and implementation process, tailored to meet the needs of TAD.

Please note that this timeline is subject to adjustments as project details become more defined.

As the project progresses, changes will be made to the initial timeline to accommodate TAD business processes, evolving requirements, data conversion complexities, configuration needs, development progress, testing outcomes, training schedules, and overall schedule constraints. These adjustments ensure that the timeline remains realistic and achievable.

This flexible and iterative approach ensures that all key milestones are met while accommodating any changes that arise during the project lifecycle, ultimately leading to a successful implementation.

**Implementation Timeline:** [REDACTED]

[REDACTED]

## Hardware

All proposals must include detailed listings with itemized cost for any additional hardware which does not exist on site that is required to ensure all features, functions, and performance parameters of the proposal are met.

**Harris Govern Response:** The proposed appraisal system infrastructure for TAD diagramed below is designed to be robust, scalable, and highly reliable. The system features a high-performance production environment supported by a similarly configured testing environment to ensure consistency and reliability.

### Key components include:

#### Production and Testing Environments:

- [Redacted]
- [Redacted]
- [Redacted]

Backup and Disaster Recovery:

- [REDACTED]

User Support:

- Designed to support a large number of CAMA users and handle substantial volumes of residential, mineral, commercial, and business personal property accounts.

Infrastructure Provided by TAD:

- Necessary hardware and network equipment, GIS services, and Microsoft software licenses.
- Recommended client machine specifications for optimal performance.

This infrastructure ensures that TAD's appraisal system will meet current and future demands, providing a reliable and efficient solution for appraisal management.

## Software

Proposed software and system configuration must operate offsite / cloud based and support in excess of 200 concurrent users (133 appraisal and 67 support staff as of today) with unit costs, if any, for/of next user license agreement.

**Harris Govern Response:** We are recommending and proposing our PACS Platform solution currently installed in over 100 Counties in Texas. This solution comes with our Safe Passage Assurance [REDACTED] and can benefit from the stability of PACS and consolidated CAMA system.

## Training

TAD will not evaluate Offers on technical specifications alone. Equally important is the business relationship between the client and the Vendor. In order for TAD to become more familiar with your company, Vendors must submit the following:

All proposals must include sufficient training to insure a successful installation. The proposal must specify the number of training days, the location and cost of each training session. Each training session may include a portion of or all staff members.

**Harris Govern Response:** Harris Govern will work within the CAD training strategy and we propose a Training Plan that will be integrated within the guidelines of the CAD's Strategy. The team will work with key stakeholders including both project teams to develop an integrated blended strategy that will be supported by various tools [REDACTED] The objectives of the training are as follows:

- [REDACTED]
- [REDACTED]
- [REDACTED]

- [Redacted]

Harris Govern is recommending a training plan that falls within the overall CAD’s training strategy and objectives. With a focus on the following items:

- [Redacted]
- [Redacted]
- [Redacted]

Management of risks is an integral part of good project management and better business practice. [Redacted]

Our basic assumption is that the CAD attempts to plan, schedule and control this project. Listed below are a few areas of ***potential high risk*** to the training plan and in turn to the project which if mitigated and managed very well will become critical success factors:

- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]

- █ [Redacted]
- █ [Redacted]
- █ [Redacted]

As part of finalizing the Training Plan, the CAD would want to address these important factors:

- [Redacted]

There are many critical steps in developing and executing a successful Training Plan or what we call Success Factors and here's just a few:

- [Redacted]

Some basic Assumptions need to be made about the training:

- [Redacted]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

We will work with the CAD's Project Team from the onset of the Project to implement the Sustainability Model to address the CAD's specific business and technical requirements. Such a model seems to be adopted by the CAD through the many posed questions and the outcome of the project implementation. On-going planning and review will be conducted to ensure that the sustainability strategy is responsive to the system evolution. This approach will allow the new Software to grow through its development phases, evolving into a fully operational CAD-operated system. Our Software will provide a return on its initial capital investment by way of [REDACTED]

[REDACTED]

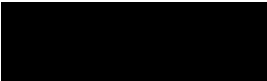
[REDACTED]

[REDACTED]

[REDACTED]

Upon project completion, the CAD will have:

- An operational and comprehensive COTS system.
- Trained personnel capable of:
- Making necessary configuration changes.
- Using the System easily and efficiently to perform their day-to-day tasks.
- Finding and extracting data from the System to satisfy any and all internal and external reporting requirements.
- Trainers capable of refreshing the user knowledge with refresher training sessions and One-on-One sessions.
- Administrators that could at any time evolve the system and make configuration changes as the CAD's business processes (ordinances) and/or state regulatory changes dictate.
- Help Desk resources that could support internal and external users with ease. Those help desk resources will be supported as well by our Support team.
- [REDACTED]
- [REDACTED]
- [REDACTED]
- User and administrator manuals for every acquired module.
- Training Manuals based on business processes that could be provided at any time to a new resource after their General Overview Training to better understand how CAD processes run. It is expected that the CAD ensures these training manuals are updated as the CAD's business processes evolve.
- System tools to facilitate information sharing, coordination of activities, business process enhancements and system changes.



## Training Methodology

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

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### Technical Training

Similar to the End User details that will be included in the Training Plan, we should as well include all the other required training as part of such plan. Along with Trainers, Project Team and Subject Matter Experts (Business), Harris Govern will train and/or provide knowledge transfer to the following CAD personnel:

- **Application Administrators:** [Redacted]  
[Redacted]  
[Redacted]
- **Subject Matter Experts (Interfaces and Data Conversion):** [Redacted]  
[Redacted]  
[Redacted]
- **Technical Support Staff (IT, DBA, Networks, Operations, etc.):** [Redacted]  
[Redacted]  
[Redacted]
- **Technical Staff:** [Redacted]  
[Redacted]

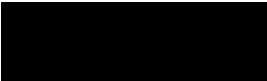
### Scheduling and Booking Plan

The project team works with the CAD to define training details [Redacted] required for the project implementation. This process is started during the initial Kick-Off and Planning stage. The listed details should be included in the proposed Training Plan.

Examples below are an End-User training plan used as part of the overall Training Plan. [Redacted]  
[Redacted]

Next, we list the users and the sessions that they need to attend:





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### Training Prerequisites

All users attending the different training sessions must have:

1. PC literacy and do not require basic PC skills training. If PC skills training is required, then the CAD will be responsible for providing such training prior to any Harris Govern training session.
2. A good working knowledge of the Microsoft Windows operating environment prior to taking any training session.

[Redacted text block]

### Sample Training Plan

The Training Plan should describe all aspects of the training associated with this project. [Redacted text block]

[Redacted] Below is the table of contents of a sample Training Plan that could be adopted by the CAD in its training planning, preparation and delivery.

[Redacted]  
 [Redacted]  
 [Redacted]  
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### On-going Training

Harris Govern could assist in any on-going training needs but because of our Train-the-Trainer approach and the knowledge that will be built within CAD personnel (Project Team Members, Administrators, and Trainers), we believe that the CAD personnel could handle any required training beyond Go-Live. Furthermore, we do recommend to the CAD to provide the following training sessions post Go-Live:

[Redacted]

### **Mission Statement**

**Harris Govern Response:** Harris Govern strives to provide best in class, automated solutions for the Ad Valorem Property Tax Industry by integrating proven technologies with industry knowledge and delivering superior customer service.

### **Short Term Goal List**

**Harris Govern Response:** For Tarrant CAD, the short-term Goal is to get the CAD on a stable CAMA system that is in use by over 100 Clients in TX. [Redacted]

### **Long Term Goal List**

**Harris Govern Response:** For Tarrant CAD, the long-term goal is to provide the CAD with a CAMA system that is capable of Scaling with the CADs growth, increasing the efficiencies, and a solution that will meet the present and future needs of the CAD.

### **Support Perspective**

#### Standard Support and Services Agreement

The purpose of this Exhibit 1 is to provide our customers with information on our standard overage, the services which are included as part of your annual software support, a list of call priorities, and outline of our escalation procedures and other important details. Consultant reserves the right to make

modifications to this document as required; provided, however, Consultant shall not reduce the scope of support provided hereunder with out notification to the Organization.

**Included Services**

- The services listed below are services that are included as part of your software support:
- Support Telephone Number
- Harris Govern Organization Support email/online support call logging and notification.
- Remote Support Sessions
- Secure access for upload/download file shares
- Software for Life
- Guaranteed support on your existing applications for life with active maintenance agreement/contract
- [REDACTED]
- Upgrade solutions.
- Scheduled assistance for installations, upgrades and other special projects.
- There could incur additional charges depending on the scope of work.
- Technical troubleshooting and issue resolution in supporting functionality of the Harris Govern product.
- TeamSupport access 24 x 7 with the following online benefits:
  - [REDACTED]
  - [REDACTED]
  - [REDACTED]
  - [REDACTED]
  - [REDACTED]
  - [REDACTED]
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  - [REDACTED]

**Third-Party Support**

The services listed below are services that are included as part of applicable integrated third-party software support:

- Telephone Support Number
- Remote support sessions
- Technical troubleshooting
- [REDACTED]
- Recommendations on specific hardware requirements
- Support provided for installed database issues [REDACTED]

- ODBC configurations and connection to database assistance
- Assistance with database installations, configurations and updating.

### Items not Supported

The Harris Govern Standard Maintenance Support Policy DOES NOT Support:

- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]

### Help Desk Hours

Our standard support is Monday through Friday, excluding designated statutory holidays. The timeframe for support is defined by the product group the customer is designated within:

#### PACS

- ★ 8:00 a.m. to 5:00 p.m. CT (TX, MO)

- [Redacted]
- [Redacted]

[Redacted]

- [Redacted]

[Redacted]

- [Redacted]

Support resources can be made available outside normal support hours. [Redacted]  
[Redacted]

## Response Time

Below are our target response times. The ticket content must be relevant to the Severity Type below. Support has the right to change the severity type if the ticket content does not equate to the severity type.

Severity Type	Description	Initial Response Time
<b>Critical</b>	Production down resulting in the system to be non-operational for the client. Users are unable to process their daily work in a normal fashion and no workaround is available.	██████
<b>High</b>	There is a significant impact to the client’s daily work, however, the system is still in an operational state. A difficult workaround is available.	██████
<b>Medium</b>	This is no production downtime. Requests in this urgency level would include: 1. General support requests. 2. Moderate feature/product failure with a workaround available. 3. Moderate impact to the client’s daily work or tax calendar process.	██████
<b>Low</b>	There is no production downtime. Requests in this urgency level would include: 1. Cosmetic changes 2. Minor impact to the client’s daily work or tax calendar process.	██████

## Support Model

Harris Govern’s support model is not structured around a single point of contact per client. Instead, we utilize a collaborative team approach to ensure that expertise and assistance are always available, providing a robust and resilient support system. All support requests should be submitted via our ticketing system, which provides visibility throughout the company to your needs and allows us to effectively coordinate and respond with the full resources of our organization.



## Support Request Process

All issues or questions reported to support are tracked via a TeamSupport tickets. Our current process for logging requests includes the following: TeamSupport customer portal (via website), Organizational support email, and dedicated telephone support line.

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## Escalation Process

Our escalation process is defined below. This process has been put in place to ensure that issues are being dealt with appropriately. If at any time you are not completely satisfied with this resolution of your issue, you are encouraged to escalate with the support department as follows:

1. First-Level Support [REDACTED]
2. Second-Level Support ([REDACTED])
3. Third-Level Support [REDACTED]
4. Fourth-Level Support [REDACTED]
5. Fifth-Level Support [REDACTED]

## Holiday Schedule

Below is a listing of Harris Govern holidays. Please note that support services will be closed or limited on designated days as outlined below:

### PACS and Encompass Product Lines

- ★ News Year’s Day – Closed
- ★ President’s Day – Closed
- ★ Memorial Day – Closed
- ★ Independence Day – Closed
- ★ Labor Day – Closed
- ★ Veteran’s Day – Closed
- ★ Thanksgiving Day – Closed
- ★ Day after Thanksgiving Day – Closed
- ★ Christmas Day – Closed
- ★ Day after Christmas – Closed

[REDACTED]

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]



## Billable Services

The services listed below are services considered out of scope of the support and maintenance agreement. These services are considered billable following Completion of Services for your specific implementation in most cases.

- Custom modifications (reports, bills, forms, reversal of customization)
- Data Conversions/global modification to setup table data
- Database maintenance, repairs and optimization
- Disaster recovery plans or assistance
- Extended telephone training
- File imports/exports – interfaces to other applications
- Forms redesign or creation (includes bill prints, notices, letters, and reports)
- Hardware and operations system support
- Installations/re-installations (workstations, servers)
- ODBC connections to applicable third-party products
- On-site installation or upgrade of hardware and third-party software
- On-site support activities including direct expenses
- Preventative maintenance monitoring or other IT services
- Refresh, backups, restores, and setting up of additional test environments
- Reconfiguration of hardware and file servers
- Recovering data resulting from client error
- Reestablishment of ODBC connection if connection was last due to actions of customer
- Setup and changes to interface or creation of new interface
- Setup of new services or changes to services (PAP, ACH, etc)
- Setup of new printers, printer setup changes
- Initial support requests (i.e. advanced custom queries, copying schedules) may be converted to professional services with additional costs involved.
- Training requests (outside training associated with initial training)
- Updates and support of third-party software if integrated into our product
- Consultation services (Creating custom cost schedules, etc.).

## Test Databases and Environments

We support customers in the maintenance of independent Test Environments for testing purposes. This allows customers the opportunity to test fixes, modifications, new business processes and/or scenarios without risking any potentially unwanted changes to the live environment. [REDACTED]

[REDACTED]

[REDACTED]

*Test environments are subject to the customer's current hardware limitations.*

### Connection Methods

To ensure we can effectively support our clients, we must establish and maintain a communication link between our two sites. The client's responsible for ensuring the connection is valid at your location so we may connect to your site and resolve issues. Our support methods of connection are: [REDACTED]

[REDACTED] Failure to maintain a reliable connection could impact support services and resolution times.

### Software Enhancement Plan

Clients have the option of entering enhancement requests through our online support system, TeamSupport. [REDACTED]

### Staffing Perspective

We constantly evaluate our staffing levels to maintain an adequate client-to support-technician ratio. It is essential that our customer growth be supported by adequate employee growth.

### Legislative Changes Plan

We will continue to implement and make the appropriate adjustments to the PACS Application in order to satisfy legislative requirements and meet compliance for no additional cost.

## GIS Mapping System

TAD will only enter into an agreement with a reputable firm capable of support with skilled and fully trained technicians capable of performing a first-class installation and conversion in accordance with standard industry practices. All Vendor technicians must be experienced with the programs and equipment they are to install and /or support.

A critical element in the implementation of a total solution package is the communication of data between the proposed system and a GIS Mapping System. The chosen Vendor must be able to demonstrate the ability to transfer files and integrate data with the GIS System. The Vendor must provide customer sites that are currently utilizing the interface. Failure to respond to this item may be grounds for rejection.

**Harris Govern Response:** Harris places a high value on integrating GIS with our CAMA system. This integration began in 2004 with our first-generation GIS viewer product, and today, our customers expect a seamless integration between CAMA and GIS to maximize the efficiency of their appraisal staff. Both small and large counties find significant value in these tools, each using them according to their specific needs.

Currently, over 140 counties nationwide utilize our third-generation GIS viewer, Matix. Matix is a robust GIS viewer capable of connecting to various data sources for querying purposes. [REDACTED]

The collaboration with our customers on CAMA and GIS tools continues to drive the growth and enhancement of this application. Customer feedback is crucial in shaping the foundation of each new release. Here are some highlights of recent updates to Matix based on customer input:

- [REDACTED]
- [REDACTED]
  - [REDACTED]
  - [REDACTED]
  - [REDACTED]
- [REDACTED]
  - [REDACTED]
  - [REDACTED]
  - [REDACTED]
  - [REDACTED]
  - [REDACTED]
- [REDACTED]
  - [REDACTED]

We look forward to partnering with TAD to further enhance and improve the tools we provide to our customers. Your input will be invaluable in driving these developments forward.

The Vendor must have installed, converted, supported and maintained the product(s) offered to the District for a minimum three (3) years. The vendor must provide a history of the versions of the system, including dates when each version was released and the features that were implemented in each of the two prior versions. The vendor must be able to accommodate an office and project of our size or greater and demonstrate where they have a functioning system that has successfully completed three Appraisal Cycles.

Vendor must be the original author and developer of the source code offered for the CAMA software system.

**Harris Govern Response:** We acknowledge this, Harris Govern is the original author and developer of the CAMA Source code for PACS [REDACTED], however we partner with [REDACTED] for HGO On-Line Services and HGO Mobile Assessment.

### Parallel Operation

The Vendor should specify their method of supporting parallel operation during the conversion through final acceptance of the new solution.

**Harris Govern Response:** We typically provide an overlap in systems during the conversion process however the ideal situation would be for TAD to follow our current implementation process [REDACTED]

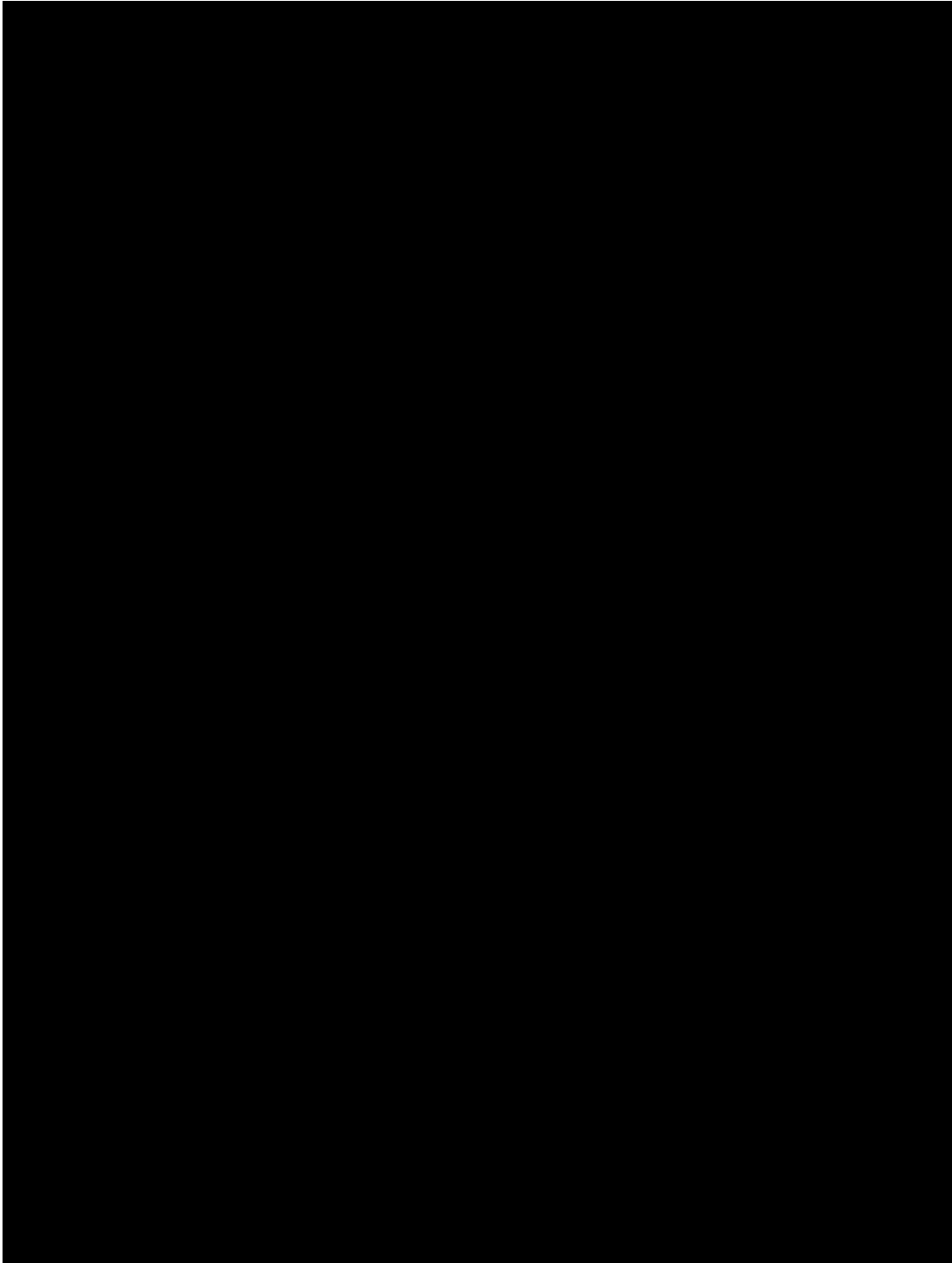
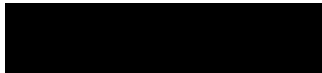
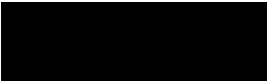
[REDACTED]  
[REDACTED]  
[REDACTED]

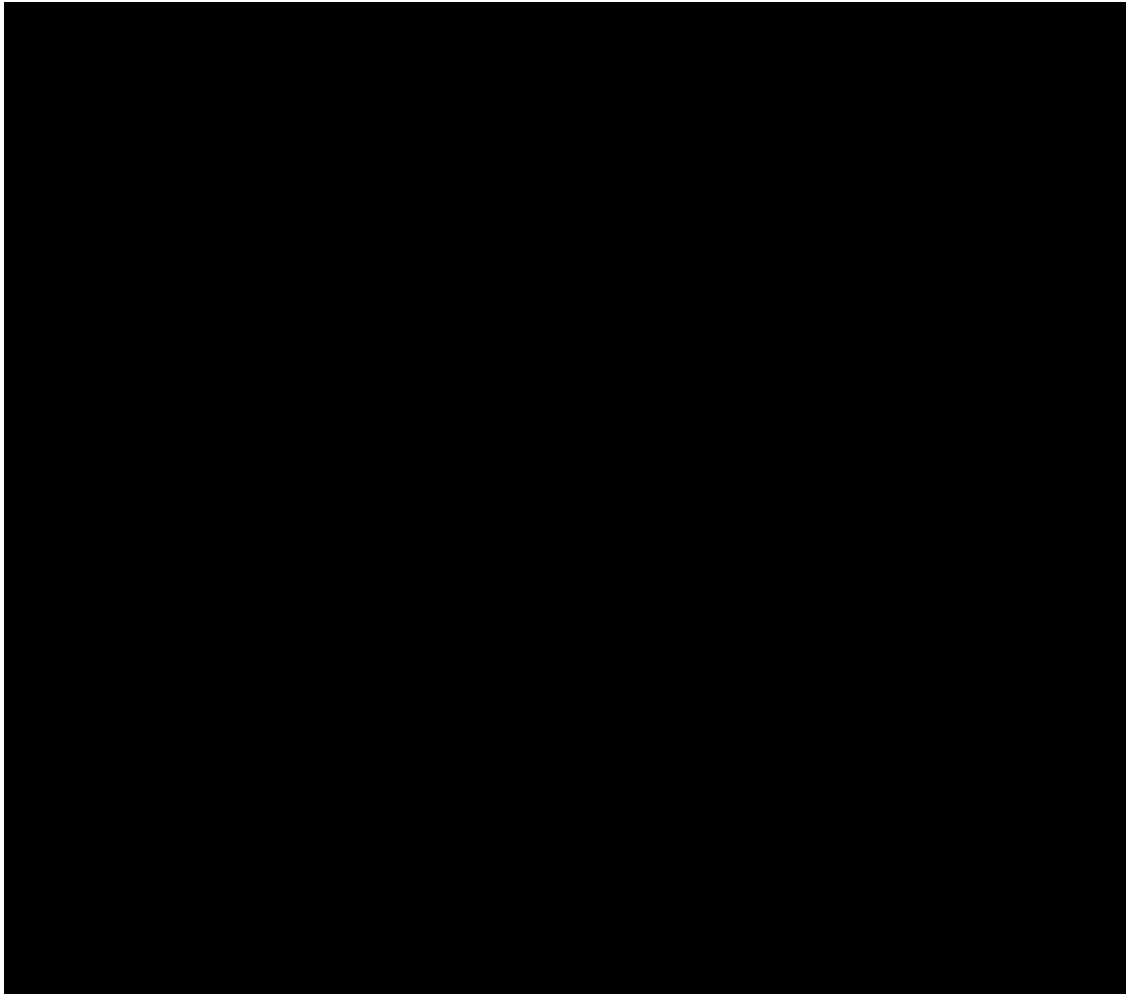
### Cost Estimator Integration

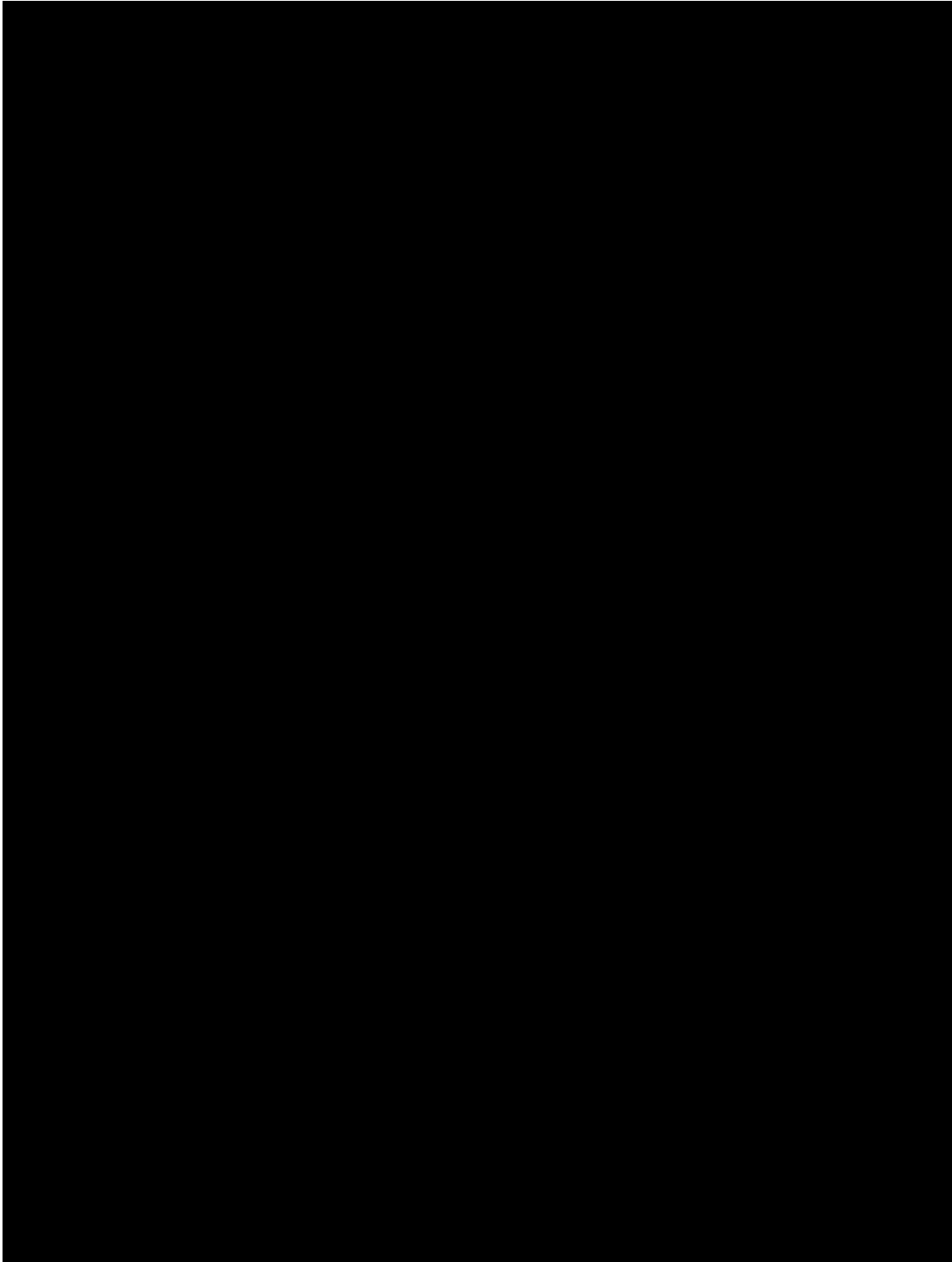
Being a critical tool TAD requires the ability to integrate with construction cost estimators for residential and commercial properties. Indicate which cost estimators you support, and if the price is included or if a separate third-party engagement is required.

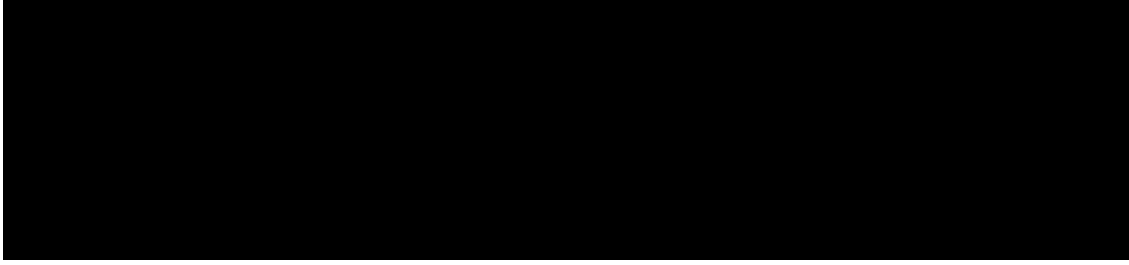
**Harris Govern Response:** Our CAMA system is fully integrated with Marshall and Swift (M&S) [REDACTED]  
[REDACTED] The CAD also has the ability to create internal schedules as desired. To use the M&S integration,

[REDACTED]  
[REDACTED] This cost is included in our proposal.











## General Software Design

Please see the following page for Harris Govern responses.







































































































































































## Sample MLSA

Please see the following page for Sample MLSA.

## HARRIS GOVERN

### MASTER LICENSE AND SERVICES AGREEMENT

This Master License and Services Agreement (this "Agreement") is made and entered into on \_\_\_\_\_ ("Effective Date") by and between HARRIS GOVERN, an unincorporated business unit of Harris Local Government Solutions Inc. ("HARRIS GOVERN") and **TARRANT COUNTY APPRAISAL DISTRICT** ("Licensee").

#### 1. DEFINITIONS.

"Purchase Order" has the meaning set forth in Section 2.

1.1 "Floating User" means the number of undesignated concurrent users specified in any Purchase Order who may simultaneously access and use the Licensed Software, subject to the license granted herein.

1.2 "Named User" means the number of users specified in any Purchase Order who are employees or authorized contractors of Licensee and specifically designated to use the Licensed Software, subject to the license granted herein.

1.3 "Licensed Software" means the proprietary HARRIS GOVERN software (in object code format only) and related documentation that is identified in any mutually agreed upon Purchase Order.

1.4 "Business Unit" means the specific county division or operations unit identified in a Purchase Order for which Licensee is authorized to use the Licensed Software.

1.5 "Intellectual Property Rights" means any and all rights, whether or not registered, that may exist from time to time in this or any other jurisdiction under patent law, copyright law, moral rights law, publicity rights law, trade secret law, trademark law, unfair competition law or other similar protections.

1.6 "Production" means the utilization of the Licensed Software to input information into the system, in a non-testing environment, that will be used to perform any of the following functions: create ownership information, create property valuations, collect and receipt tax monies, and to publish property assessment information to the public.

#### 2. PURCHASE ORDERS.

2.1 Licensee may issue to HARRIS GOVERN written Purchase Orders identifying the Licensed Software (as defined below) and services Licensee desires to obtain from HARRIS GOVERN (the "Purchase Order(s)"). Such Purchase Orders shall be consistent with the terms and conditions of

this Agreement. It is the parties' intent that the initial version of each Purchase Order shall be generated by HARRIS GOVERN. HARRIS GOVERN shall accept any mutually agreeable Purchase Orders or alterations thereto. HARRIS GOVERN may reject a Purchase Order that does not meet the conditions described above by promptly providing to Licensee a written explanation of the reasons for such rejection. In order to be valid, all Purchase Orders submitted by Licensee must be substantially in the form of Purchase Order attached hereto and shall be executed by authorized representatives of each party prior to taking effect. Each executed Purchase Order shall be attached hereto and incorporated herein as Purchase Order 1, 2, et seq.

#### 3. LICENSE.

3.1 Grant of License. Subject to the terms of this Agreement and any applicable Purchase Order, HARRIS GOVERN hereby grants to Licensee a non-exclusive, non-transferable, non-sublicenseable, restricted license and/or sublicense, as applicable, to use the Licensed Software for internal purposes only, for the specific business purposes and Business Unit (if applicable), and during the license term specified in a Purchase Order (the "License"). The License permits employees and authorized users of Licensee to use the Licensed Software, subject to the number of Floating Users and/or Named Users specified in the Purchase Order.

3.2 Prohibited Uses. Licensee may not (i) transfer all or any portion of the Licensed Software to a different computer configuration or permit use by third parties or other functionally independent business units affiliated with Licensee or affiliates of Licensee, (ii) reinstall or use the Licensed Software or documentation following the expiration or termination of this Agreement unless it enters into an additional license agreement with HARRIS GOVERN, (iii) attempt to circumvent any technical devices of the Licensed Software that are directed at, or have the effect of, enforcing the terms of this Agreement, (iv) make copies of the Licensed Software other than for backup, training, testing or other internal support reasons, or (v) modify, create derivative works, translate, decompile or create or attempt to create, by reverse engineering or otherwise, the source code

from the object code supplied to Licensee. Licensee may not remove, modify or obscure any copyright, trade secret, confidentiality, trademark, service mark or other proprietary rights, notice or legend on any copy of the Licensed Software, the media on which it is contained, or related data, documentation or other materials. Licensee may not market, sell, lend, rent, lease, or otherwise distribute the Licensed Software. Except as otherwise expressly provided herein, Licensee may not assign, sublicense or otherwise transfer any rights in or to the Licensed Software. The Licensed Software shall not be used under any circumstance whatsoever directly or indirectly in a computer service business or service bureau or in a rental or commercial timesharing arrangement.

3.3 Designated Hardware. Licensee agrees to operate the Licensed Software on hardware meeting or exceeding the requirements as specified in a Purchase Order or recommended by HARRIS GOVERN. Licensee acknowledges and agrees that the License is restricted to county operations only, and that the Licensed Software may not be installed on hardware not owned and operated by Licensee.

#### 4. SERVICES.

4.1. Professional Services. HARRIS GOVERN shall provide professional services ("Services") as described in Purchase Orders to assist with data conversion, system implementation and configuration, customization, and installation, or in connection with other activities as may be described in Purchase Orders. Subject to the mutual agreement of the parties in a Purchase Order, HARRIS GOVERN personnel will perform these Services at the rate and charges set forth in such Purchase Order, plus applicable travel, meal and lodging expenses.

4.2 Maintenance and Support Services. HARRIS GOVERN shall provide maintenance and support services ("Maintenance") as described in Purchase Orders to maintain the Licensed Software in compliance with the Texas Property Tax Code, and to provide technical support, Licensed Software updates, and other services as described in Purchase Orders. Unless otherwise set forth in an applicable Purchase Order, support calls for service will be provided during normal business hours, and will be responded to in a maximum of 2 hours from the time the call was placed. Licensee understands and agrees that if Licensee discontinues and then resumes the use of Maintenance, licensee will be required to pay HARRIS GOVERN the entire Maintenance Services Fees for the period of discontinuance, plus the Maintenance Services then commencing.

#### 5. FEES AND EXPENSES.

5.1. In consideration for the License and the Services and Maintenance to be provided by HARRIS GOVERN, Licensee shall pay the fees as indicated in the applicable Purchase Order. Licensee will pay these fees within thirty (30) days of the date of the invoice, unless otherwise provided in the Purchase Order. Thereafter, all past due balances shall accrue interest at the rate of 1% per month unless subject to a good faith dispute.

#### 6. PROPRIETARY RIGHTS AND CONFIDENTIALITY.

6.1. Licensee understands and agrees that the Licensed Software, related data, documentation, and all other information and materials provided by HARRIS GOVERN to Licensee (the "Proprietary Information") are confidential and that HARRIS GOVERN has and will have exclusive Intellectual Property Rights in such Proprietary Information. For purposes of this Agreement, "Proprietary Information" shall include all third-party information provided by HARRIS GOVERN to Licensee.

Licensee acknowledges and agrees that no title or ownership of the Licensed Software or any of HARRIS GOVERN'S Intellectual Property Rights is transferred to Licensee by this Agreement and that the Licensed Software and all Intellectual Property Rights are and will remain the exclusive property of HARRIS GOVERN. Except as otherwise expressly set forth in any Purchase Order, HARRIS GOVERN shall own all right, title, and interest in and to all Deliverables that are written or created by HARRIS GOVERN personnel alone or jointly with Licensee or third parties in connection with this Agreement. "Deliverable" shall mean any work product, software, co-development, analysis, or other deliverable(s) produced for or delivered to Licensee under this Agreement in connection with a Purchase Order.

6.2. Licensee agrees not to make any claim or representation of ownership of any of the Licensed Software and all related data, documentation and other materials, including any Deliverables. Subject only to the rights expressly granted to Licensee under this Agreement according to the non-exclusive License herein, all rights, title and interest in and to the Licensed Software including without limitation the Proprietary Rights will remain with and belong exclusively to HARRIS GOVERN and/or the applicable licensor. This is a software license agreement and not an agreement for the sale of the Licensed Software.

6.3. Licensee agrees to keep all Licensed Software (including all related data, documentation and other materials) and other confidential information of HARRIS GOVERN confidential and

agrees not to sell, assign, distribute or disclose any Licensed Software or any portion of the Licensed Software to any other person or entity. Licensee agrees to advise its employees, agents and consultants of the confidential and proprietary nature of the Licensed Software (including all related data, documentation and other materials) and of the restrictions imposed by this Agreement, and agrees to confine access to Licensee's employees, agents and consultants solely on a need-to-know basis, subject to all restrictions imposed by this Agreement. Demonstrating the capability of the system to competing appraisal districts, competing vendors, and/or competing agents shall be a disclosure of the Licensed Software that constitutes a material breach of this Agreement.

6.4. HARRIS GOVERN agrees to keep confidential all of Licensee's confidential information, and agrees not to sell, assign, distribute or disclose any such confidential information to any other person or entity. HARRIS GOVERN agrees to advise its employees, agents, and consultants of the confidential and proprietary nature of such confidential information and of the restrictions imposed by this Agreement, and agrees to confine access to HARRIS GOVERN's employees, agents and consultants solely on a need-to-know basis, subject to all restrictions imposed by this Agreement.

6.5. The provisions of this Section 6 apply to the Licensed Software as originally delivered by HARRIS GOVERN and as modified or otherwise enhanced and to any data, documentation, other materials and information regarding the Licensed Software that has been given to Licensee prior to the Effective Date, and apply to Licensee and to all employees, agents, consultants and affiliates of Licensee.

6.6. Licensee agrees to assist HARRIS GOVERN in stopping and preventing any possession or use of the Licensed Software (including all related data, documentation and other materials) by any person or entity not authorized by this Agreement to have such possession or use, and will cooperate with HARRIS GOVERN in any litigation that HARRIS GOVERN determines is reasonably necessary to protect the Proprietary Rights.

6.7. The parties agree that any breach of the provisions of this Section 6 will cause substantial damages, that the amount of such damages is difficult to determine with precision, and that any remedies at law for such a breach will entitle the owner of the confidential information or Proprietary

Information as the case may be, in addition to any other remedies it may have, to temporary and permanent injunctive and other relief, without the necessity of posting bond or proving actual damages.

## 7. INDEMNITY.

7.1. Notwithstanding any other limitation herein, HARRIS GOVERN will indemnify and defend Licensee, at HARRIS GOVERN'S expense, against any claim or any action brought, and will pay any and all costs, liabilities, expenses, settlements, or judgments finally awarded in favor of a third party against Licensee, based upon any claim that the Licensed Software infringes any valid U.S. patent, copyright or trade secret, provided that Licensee: (i) promptly notifies HARRIS GOVERN in writing of any such claim; (ii) gives HARRIS GOVERN full authority and control of the settlement and defense of the claim; and (iii) fully cooperates with HARRIS GOVERN in the defense of such claims, including providing adequate assistance and information. The indemnity provided hereunder shall not apply to amounts paid in settlement of any claim if such settlement is made without HARRIS GOVERN'S prior written consent.

7.2. This indemnity does not apply to, and HARRIS GOVERN will have no obligation to Licensee for, any infringement claim to the extent it arises from: (i) any modification to the Licensed Software by anyone other than HARRIS GOVERN unless approved in writing by HARRIS GOVERN; (ii) modifications made by HARRIS GOVERN at Licensee's request in compliance with Licensee's design, specifications or instructions; (iii) use of the Licensed Software other than as specified in this Agreement or in the applicable documentation; (iv) use of the Licensed Software in conjunction with third-party software, hardware or data other than that with which the Licensed Software is specifically designed to be used, solely as expressly specified in the documentation or this Agreement, or (v) use of a prior version of the Licensed Software, if the infringement claim could have been avoided by the use of the current version of the Licensed Software.

7.3. If an infringement claim arises, or in HARRIS GOVERN'S reasonable opinion is likely to arise, HARRIS GOVERN may promptly at its own expense obtain for Licensee the right to continue using the Licensed Software, modify the Licensed Software to make it non-infringing, or substitute other Licensed Software of substantially similar capability and functionality. THIS SECTION 7 STATES THE ENTIRE OBLIGATION OF HARRIS GOVERN AND THE EXCLUSIVE REMEDIES OF LICENSEE WITH RESPECT TO ANY CLAIMS OF INFRINGEMENT OR INTELLECTUAL PROPERTY RIGHTS VIOLATIONS.

8. WARRANTY AND LIMITATION OF LIABILITY. HARRIS GOVERN warrants that as of the Effective Date of this Agreement, (i) it has the authority to grant the License extended under this Agreement to Licensee; (ii) any Services provided under this Agreement and any Purchase Orders will be performed in a professional and workmanlike manner; and (iii) the Licensed Software will conform substantially to its documentation for ninety (90) days from Go-Live. Licensee's sole remedy for a breach of the express warranties in this section shall be repair or replacement of the Licensed Software or reperformance of any applicable Services within a reasonable time. **HARRIS GOVERN MAKES NO OTHER WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE LICENSED SOFTWARE OR ANY SERVICES TO BE PROVIDED UNDER THIS AGREEMENT OR ANY APPLICABLE PURCHASE ORDER, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, IN FACT OR IN LAW, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. HARRIS GOVERN DOES NOT WARRANT THAT THE PRODUCT WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT OR ANY APPLICABLE PURCHASE ORDER, HARRIS GOVERN HAS NO DUTY TO UPDATE, MAINTAIN OR PROVIDE ANY ENHANCEMENTS FOR THE LICENSED SOFTWARE.**

**TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, HARRIS GOVERN, ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES AND SHAREHOLDERS' AND EXCEPT FOR DAMAGES ARISING OUT OF (A) HARRIS GOVERN'S INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATIONS UNDER SECTION 7 HEREIN, (B) INJURY OR DEATH TO PERSONS, OR (C) DAMAGE TO TANGIBLE OR REAL PROPERTY, HARRIS GOVERN'S ENTIRE LIABILITY AND OBLIGATION TO PAY THE LICENSEE AND LICENSEE'S EXCLUSIVE REMEDY WITH RESPECT TO THE SERVICES AND ANY OTHER PRODUCTS, MATERIALS OR SERVICES SUPPLIED BY HARRIS GOVERN IN CONNECTION WITH THIS AGREEMENT FOR DAMAGES FOR ANY CAUSE AND REGARDLESS OF THE CAUSE OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, (i) FOR TIME PERIOD PRIOR TO ONE (1) YEAR AFTER GO-LIVE, SHALL NOT EXCEED THE FEES PAID TO HARRIS GOVERN BY LICENSEE IN ACCORDANCE WITH THIS**

**AGREEMENT, AND (ii) THEREAFTER, SHALL NOT EXCEED ONE (1) TIMES THE AMOUNT PAID UNDER THIS AGREEMENT IN THE TWELVE MONTH PERIOD PRECEDING THE CLAIM.**

**IN ADDITION TO THE FOREGOING, TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL HARRIS GOVERN, ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES AND SHAREHOLDERS, BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO FOR LOST REVENUE OR LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF DATA, FAILURE TO REALIZE EXPECTED SAVINGS, OR COST OF SUBSTITUTE GOODS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH LOSS OR DAMAGE OR SUCH LOSS OR DAMAGE IS FORSEEABLE AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.**

9. TERM AND TERMINATION.

9.1. The term of this Agreement shall begin on the Effective Date and continue in effect until terminated as provided herein. In the event that either party fails at any time to comply with any of its obligations under this Agreement and fails to cure such breach within thirty (30) calendar days after the giving of a written notice of breach that describes in reasonable detail the alleged breach, the other party may terminate this Agreement effective on the 31<sup>st</sup> day after the original written notice of breach unless some interim arrangement has been reached between the parties during the 30-day cure period. If Licensee breaches any provision of Section 3 or Section 6, HARRIS GOVERN may terminate this Agreement immediately upon written notice to Licensee. Upon termination, Licensee shall immediately destroy all copies of the Licensed Software, and certify to HARRIS GOVERN that it has retained no copies of the Licensed Software. Upon termination, regardless of the reason for termination, Licensee shall pay HARRIS GOVERN all undisputed Fees or expenses then due or incurred up to the time of termination, all remaining balance of unpaid fees for terms of contract. The rights and responsibilities of the parties pursuant to paragraphs 3.2, 5, 6, the limitation of liability provisions of paragraph 8, and paragraph 10 shall survive the expiration or termination of this Agreement.

9.2 NON-APPROPRIATION. HARRIS GOVERN acknowledges that Licensee is a



governmental entity and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are not appropriated for the performance of Licensee's obligations under this Agreement, then this Agreement shall automatically expire without penalty to Licensee ninety (90) days after written notice to HARRIS GOVERN of the non-appropriation of public funds. It is expressly agreed that licensee shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

#### 10. MISCELLANEOUS.

10.1. Neither party will be liable for any failure to comply with or delay in performance of this Agreement where failure or delay is caused by or results from any events beyond its control, including but not limited to, fire, flood, earthquake, accident, civil disturbances, acts of any governmental entity, war, shortages, embargoes, strikes (other than those occurring in the workforce of the party claiming relief, or the workforces of its subcontractors), transportation delays, or acts of God.

10.2. This Agreement will inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns; provided however, that (i) Licensee may not assign or otherwise transfer this Agreement or any of its rights and/or obligations hereunder without the prior written consent of HARRIS GOVERN, and (ii) HARRIS GOVERN may only transfer or assign its rights and obligations under this Agreement to an affiliate, in connection with a merger or acquisition or in connection with a corporate reorganization.

10.3. This Agreement constitutes the full and complete understanding and agreement of HARRIS GOVERN and Licensee and supersedes all prior negotiations, understandings and agreements pertaining to the subject matter of this Agreement. This Agreement will be supplemented by one or more Purchase Orders, which will be deemed to be part of this Agreement when signed by each party.

10.4. No delay, omission or failure to exercise any right or remedy under this Agreement will be deemed to be a waiver of such right or remedy or acquiescence to the event giving rise to such right or remedy, but every such right and remedy may be exercised from time to time and so often as may be deemed expedient by the party exercising such right or remedy.

10.5. HARRIS GOVERN and Licensee are independent contractors with respect to one another under this Agreement, and neither one is a partner, joint venture, employee, agent or legal representative of the other for any purpose.

10.6. This Agreement will be governed by and construed in accordance with the laws of the United States and the State of Texas, without respect to conflict of laws principles. The parties hereby irrevocably consent to the exclusive jurisdiction of the State and Federal District Courts for Collin County, Texas for the commencement or maintenance of any action between the parties arising hereunder. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods (1980) is specifically excluded from application to this Agreement.

10.7. If any provision of this Agreement or compliance by any of the parties with any provision of this Agreement constitutes a violation of any law, or is or becomes unenforceable or void, then such provision, to the extent only that it is in violation of law, unenforceable or void, shall be deemed modified as necessary so that it is no longer in violation of law, unenforceable or void, and such provision will be enforced to the fullest extent permitted by law. If such modification is not possible, such provision, to the extent that it is in violation of law, unenforceable or void, shall be deemed severed from the remaining provisions of this Agreement, which provisions will remain in full force and effect.

10.8. In the event that any provision of this Agreement is held to be illegal, invalid or unenforceable, under present or future laws, then (i) such provision will be fully severable and this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision were not a part hereof, (ii) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by such illegal, invalid or unenforceable provision or by its severance from this Agreement, and (iii) there will be added automatically as a part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision as may be possible and still be legal, valid and enforceable.

10.9. The parties may make disclosures regarding this Agreement required by legal, accounting, or regulatory agencies. Subject to the confidentiality restrictions set forth in Section 6 above and applicable law, the parties may create and distribute media releases, public announcements, or make public disclosures regarding the existence of the Agreement and such releases, announcements and disclosures may include the name trademark or logo

of either of the parties, and be posted on the parties respective web sites. Any media release or public announcement by Licensee regarding this Agreement shall be subject to prior approval by HARRIS GOVERN. HARRIS GOVERN may disclose Licensee's name on a list of customers.

10.10. This Agreement will become effective only upon execution of this Agreement by an authorized officer of HARRIS GOVERN and Licensee.

10.11. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by confirmed facsimile, or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case to the address of the receiving party indicated below, or at such other address as may hereafter be furnished in writing by

either party hereto to the other. Such notice will be deemed to have been given as of (i) the date it is delivered in the case of delivery by hand or overnight delivery, (ii) on the date of facsimile if sent by confirmed facsimile, and (iii) three (3) days after deposit in the mail in the case of certified mail delivery. Copies of all notices to HARRIS GOVERN shall be sent to: HARRIS GOVERN, 800 N Watters Road, Suite 130, Allen, TX 75013.

10.12. The Uniform Computer Information Transactions Act does not apply to this Agreement.

10.13. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**HARRIS GOVERN**

Address: 800 N Watters Road, Suite 130  
Allen, TX 75013

By: \_\_\_\_\_  
Name: Robert Wood  
Title: Executive Vice President  
Date: \_\_\_\_\_

**TARRANT COUNTY APPRAISAL DISTRICT**

Address: 2500 Handley- Ederville Road  
Fort Worth, TX 76118

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Purchase Order 1  
Licensed Software, Implementation and Training**

This Purchase Order 1 ("Purchase Order") to the HARRIS GOVERN Master License and Services Agreement ("Agreement") is unit of Harris Local Government Solutions Inc. ("HARRIS GOVERN") and **TARRANT COUNTY APPRAISAL DISTRICT** ("Licensee") pursuant to the terms of the Agreement. Capitalized terms used but undefined in this Purchase Order shall have the meanings assigned to them in the Agreement.


1. Licensed Software. HARRIS GOVERN shall deliver the following Licensed Software to Licensee. Licensee shall pay License fees in accordance with the payment schedule set forth in Section 7 of this Purchase Order.
  
2. License Period. The term of this Purchase Order shall begin on the Effective Date and continue in effect for a period of two (2) years from the beginning of the maintenance term unless terminated as provided in the Agreement. Thereafter, this Purchase Order shall run concurrently with the Maintenance Agreement.
  
3. Business Unit (if applicable): Not Applicable
  
4. Hardware Fees Harris Govern will provide the Hardware and software as outlined in Purchase Order 1.

**Purchase Order 1  
Licensed Software, Implementation and Training**

5. Professional Services.
  - A. Professional Services Fees:  
  
HARRIS GOVERN will provide the following professional services for data conversion, implementation, and training. Licensee will pay the professional services fees as specified in the payment schedule in Section 7 of this Purchase Order. Additional hours may be purchased at the then current rate of per hour plus expenses.

## Purchase Order 1 Licensed Software, Implementation and Training

### B. Professional Services Activities:

- i. Project Scoping: This consists of performing the following services: (a) develop a project scope document (b) develop a project implementation document that details the configuration of the Licensed Software.
  - ii. Data Conversion: This consists of performing the following services: (a) pre-conversion meeting between HARRIS GOVERN analyst performing the conversion and Licensee's technical staff to discuss file layouts and other data related issues that may be of importance. (b) Data conversion will be performed prior to the scheduled installation date. Data entry on previous vendor's system must stop during the final data conversion phase. (c) Data validation by Licensee staff to allow Licensee personnel to evaluate the converted data. Data placed in incorrect locations will be adjusted and re-converted. (d) If necessary, a final conversion will be performed a few days prior to installation date and data will be re-validated. County is responsible for generating reports to specified format from the legacy system of record to include market and taxable value for all properties/accounts with detailed breakdown of value segments to facilitate the conversion validation process.
    - a. Collections Data Conversion Dependencies: The collections conversion will include delinquent only information. If payment history is desired, there are two (2) options; (a) If the payment history is desired for reference-only, read-only, or for printing-only, the data can be converted into a flat file and records can be viewed from within a property record; and (b) If the payment history is desired as active data that can be manipulated such as voiding receipts paid in the previous system, etc, then the payment history data must be provided with sufficient detail for proper conversion, including the breakdown of penalty and interest for each portion of levy assessed. Additional fees may apply for option (b) above.
  - iii. Project Management: This consists of HARRIS GOVERN's management staff coordinating and organizing the implementation and conversion efforts to ensure transition is a success.
  - iv. Product Configuration & Data Validation: This consists of product configuration management, collections data validation, PACS collections product configuration.
    - a. PACS Client Configuration: This consists of HARRIS GOVERN's technical personnel visiting Licensee's offices and configuring and testing the tax collection software application on Licensee machines. Technical staff will at this time also install the PACS database, PACS middle-tier and Licensee's data on the server including PC configuration as necessary.
    - b. PC Software Dependencies: The initial installation of PACS software on Licensee's PCs will require the use of IT personnel. The client or desktop and server hardware must meet minimum specifications as outlined in the "*Hardware and LAN Requirements*" attached hereto.
  - v. Server Configuration: This consists of HARRIS GOVERN's technical personnel configuring the server and all other required computer hardware, including, but not limited to the following (a) configuring Windows Server; (b) configuring backup software; (c) configuring Dynamic Host Configuration Protocol (DHCP) services; (d) configuring Remote Access Services (RAS); (e) configuring Internet Information Server (IIS) services; (f) configuring MS SQL Server; (g) configuring internet connectivity and related fire-wall software; (h) configuring print services, printer drivers, network printers and monitoring software; (i) adding all users.
  - vi. Product Training: This consists of HARRIS GOVERN's product specialists to conduct onsite training in several areas including: (a) collections product training, if applicable and (b) System Administration training.
- C. Acceptance of Conversion: The conversion shall be deemed accepted after HARRIS GOVERN presents Licensee with summary totals and reports that validate County data has Tarrant substantially converted to allow Licensee to conduct business with the software as the system of record; Licensee shall accept the same in writing within five (5) business days of receiving such summaries and reports.

6. Hardware and LAN Requirements – The PACS product is a 32-bit N-Tier application and as such has some minimal hardware requirements. These requirements will be reviewed ninety (90) days prior to implementation to ensure they reflect the most current hardware and LAN requirements. LAN Requirements - The PACS product also requires a Local Area Network (LAN) infrastructure to be in place for proper operation. All cable-drops must be Category 5 or better certified throughout the building.

**Purchase Order 1  
Licensed Software, Implementation and Training**

Hardware Recommendations

7. Special Payment Schedule – HARRIS GOVERN will invoice Licensee in accordance with the following schedule based upon the occurrence of the events as specified below.


**Purchase Order 1**  
**Licensed Software, Implementation and Training**

8. Other Requirements.

- A. In order that Licensee is assured proper access to the Licensed Software, HARRIS GOVERN requires that Licensee maintain a certain computing and networking environment as set forth in Section 6 (*Hardware and LAN Requirements*). HARRIS GOVERN will determine and ensure proper configuration of all hardware and related equipment and devices and verify such hardware (whether currently owned or later purchased) is compatible with the Licensed Software.
- B. Licensee will implement procedures sufficient to satisfy its obligations for security under the Agreement, including appropriate control of its employees to prevent misuse, unauthorized copying, modification, or disclosure of the Licensed Software.
- C. Acquisition of Data for Conversion: At the initiation of the conversion process and installation of the Licensed Software, it may be necessary for HARRIS GOVERN to review, inspect or request data in a software system managed or owned by a third party vendor. Licensee agrees to provide HARRIS GOVERN access and if necessary obtain all necessary third party rights and permissions to access such systems or obtain such data as requested by HARRIS GOVERN. Licensee agrees to indemnify HARRIS GOVERN for any liability for damages to a third party vendor involving claims of use or misuse or access to confidential and/or privileged information by HARRIS GOVERN but only to the extent that such damages resulted from the actions of Licensee. HARRIS GOVERN will not be held responsible for any delays in Licensee's failure to procure the requested data or receive third party vendor authority for access by HARRIS GOVERN.
- D. Budgeted Implementation Days: HARRIS GOVERN will conduct implementation services as indicated above up to the total number of professional service days outlined above. Implementation services may include conversion, software and hardware configuration, and training. If for any reason one service takes less time than anticipated, the unused hours will not roll over to the next service. If it is anticipated that implementation or conversion will take longer than expected, then HARRIS GOVERN will notify Licensee and the parties agree to work cooperatively with each to adjust the project scope in order to bring the project within budget, or, seek approval of an at cost change order that would cover additional professional services cost. Change orders with cost would be subject to County approval.

IN WITNESS WHEREOF, the parties have executed this Purchase Order as of the Effective Date.

**HARRIS GOVERN**

**TARRANT COUNTY APPRAISAL DISTRICT**

Address: 800 N Watters Road, Suite 130  
Allen, TX 75013

Address: 2500 Handley- Ederville Road  
Fort Worth, TX 776118

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Robert Wood

Name: \_\_\_\_\_

Title: Executive Vice President

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Purchase Order 2  
Maintenance**

This Purchase Order 2 ("Purchase Order") to the HARRIS GOVERN Master License and Services Agreement ("Agreement") is made and entered into on \_\_\_\_\_ ("Effective Date") by HARRIS GOVERN, an unincorporated business unit of Harris Local Government Solutions Inc. ("HARRIS GOVERN") and **TARRANT COUNTY APPRAISAL DISTRICT** ("Licensee") pursuant to the terms of the Agreement. Capitalized terms used but undefined in this Purchase Order shall have the meanings assigned to them in the Agreement.

1. HARRIS GOVERN will provide the following Maintenance services:
  - A. Unlimited phone, internet, and email support during normal business hours for two (2) contacts.
  - B. Licensed Software updates as needed to stay in compliance with relevant legislation.
  - C. General product enhancements provided to all Maintenance customers.
  - D. The Harris Govern maintenance support policy DOES NOT include:
    - On-site support
    - Troubleshooting third party applications or other software applications not developed or integrated with PACS
    - Assistance with personal computer problems.
    - Legal Advice
    - Any services beyond standard troubleshooting. Support requests that expand over 2 hours (i.e. custom queries, etc.) may be converted to professional services with additional costs involved
2. Licensee shall be invoiced in four (4) equal installments at the beginning of each quarter as follows: January 1, April 1, July 1, and October 1.
3. Payment for Maintenance and Support-Annual Maintenance and Support Services fees are required to be paid by Licensee as specified in the Agreement. Payments for Maintenance and Support Services shall be due within thirty (30) days after the receipt of HARRIS GOVERN's invoice. Thereafter, all past due balances shall accrue interest at the rate of 1% per month.
4. Annual Subscription fees are set forth below:

**Purchase Order 2  
Maintenance**

5. Standard Maintenance fees may be adjusted by HARRIS GOVERN based on calendar year.
6. The Maintenance term shall begin when end user training starts for the Licensed Software and continue for a period of one (1) year ("Initial Term"). Upon expiration of the Initial Term, this Purchase Order shall automatically renew annually following the "Initial Term".
7. After the Initial Term, either party may terminate Maintenance for any reason upon one hundred and eighty (180) days prior written notice to the other party.

IN WITNESS WHEREOF, the parties have executed this Purchase Order as of the Effective Date.

**HARRIS GOVERN**

**TARRANT COUNTY APPRAISAL DISTRICT**

Address: 800 N Watters Road, Suite 130  
Allen, TX 75013

Address: 2500 Handley-Ederville Road  
Fort Worth, TX 76118

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Robert Wood  
Title: Executive Vice President  
Date: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_