STATE OF TEXAS	§
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COUNTY OF FORT BEND	ş

AGREEMENT FOR POWERPLAN IMPLEMENTATION SERVICES AND SOFTWARE LICENSE

THIS AGREEMENT ("Agreement") is made and entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and PowerPlan Corporation ("PowerPlan"), a California corporation authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that PowerPlan provide implementation services, maintenance and support services, as well as any applicable software licenses related to PowerPlan's budget software platform ("Services") pursuant to PowerPlan's Response to RFP 16-038 (attached hereto and incorporated by reference as "EXHIBIT A"); and

WHEREAS, PowerPlan represents that it is qualified and desires to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

- 1. <u>Scope of Services</u>. PowerPlan shall render Services to County as described in EXHIBIT A and further detailed in the Scope of Services (attached hereto and incorporated by reference as "EXHIBIT B").
- 2. <u>Personnel</u>. PowerPlan represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that PowerPlan shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays. All employees of PowerPlan shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of PowerPlan who, violates the law or acts with willful misconduct, shall, upon request of County, immediately be removed from association with the project.
- 3. <u>Term.</u> Upon execution by both parties, this Agreement shall be effective as of the date of signature by the County ("Effective Date") and terminate one (1) year from the Effective Date ("Termination Date").
- 4. <u>Renewal</u>. This Agreement shall automatically renew unless County provides written notice of non-renewal to PowerPlan at least thirty (30) days prior to the Termination Date. Upon renewal of this Agreement, the County shall pay PowerPlan the Annual Maintenance Fee in accordance with Section 5 below.
- 5. <u>Compensation and Payment</u>. County will pay PowerPlan in accordance with PowerPlan's Payment Milestones as set forth in EXHIBIT B. The fees for services and licenses provided by PowerPlan under this Agreement are \$141,300.00. Payment shall be made according to the following payment milestone schedule (as detailed in EXHIBIT B):
 - a. Implementation Services: \$40,000.00
 - i. \$16,000.00 upon completion (Deliverables) of Phase I; and
 - ii. \$24,000.00 upon completion (Deliverables) of Phase III.

- b. PowerPlan Licensing Fee: \$75,000.00
 - i. \$45,000.00 upon completion (Deliverables) of Phase II; and
 - ii. \$30,000.00 upon completion (Deliverables) of Phase III.
- c. Training Services: \$4,800.00 due upon completion (Deliverables) of Phase IV; and
- d. Travel related expenses shall not exceed \$15,000.00. County shall reimburse PowerPlan for any expenditures related to travel by PowerPlan arising out of PowerPlan's performance of services under this Agreement in accordance with County's Travel Policy (attached hereto and incorporated by reference as "EXHIBIT C"). Receipts evidencing travel related expenditures made by PowerPlan shall be submitted to the County Auditor's Office:

Fort Bend County Auditor

Attn: Robert Ed Sturdivant

301 Jackson Street, Suite 701,

Richmond, TX 77469

- e. Post Implementation Services: \$6,500.00 due upon completion (Deliverables) of Phase III.
- f. Annual Maintenance Fees: Unless the County terminates this Agreement, upon renewal of the Agreement, County shall pay PowerPlan annual maintenance fees as follows:
 - i. Year 1: Included
 - ii. Year 2: \$15,000.00
 - iii. Year 3: \$15,000.00
 - iv. Year 4: \$15,750.00
 - v. Year 5: \$15,750.00
- g. County will pay PowerPlan based on the following procedures: Upon completion of the Phases identified in the EXHIBIT B, PowerPlan shall submit to County two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them with such modifications as are consistent with this Agreement. County shall pay each such approved invoice within thirty (30) calendar days after receipt of invoice. County reserves the right to withhold payment pending verification of satisfactory work performed.
- 6. <u>Limit of Appropriation</u>. It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County.
 - a. PowerPlan clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of one hundred forty-one thousand three hundred dollars and 00/100 (\$141,300.00), specifically allocated to fully discharge any and all liabilities County may incur.
 - b. PowerPlan does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that PowerPlan may become entitled to and the total maximum sum that County may become liable to pay to PowerPlan shall not under any conditions, circumstances, or interpretations thereof exceed one hundred forty-one thousand three hundred dollars and 00/100 (\$141,300.00).

7. **Termination.**

- a. Termination for Convenience. County may terminate this Agreement at any time upon sixty (60) days written notice.
- b. Termination for Default. County may terminate the whole or any part of this Agreement for cause in the following circumstances:

- i. If PowerPlan fails to perform services specified in the Scope of Services;
- ii. If PowerPlan materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement, and in any of these circumstances does not cure such breach or failure within a period of thirty (30) business days, or such other time as the parties mutually agree to, after receipt of written notice from County specifying such breach or failure along with the reference to the section number of this Agreement such breach relates to.

If, after termination, it is determined for any reason whatsoever that PowerPlan was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7.a.

- c. Upon termination of this Agreement, County shall compensate PowerPlan in accordance with Section 5, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. PowerPlan's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 5 above.
- d. If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to PowerPlan.
- 8. Ownership and Reuse of Documents. All documents, data, reports, research, graphic presentation materials, etc., that may be developed by PowerPlan as a part of its work under this Agreement, shall remain the property of PowerPlan, however, PowerPlan hereby grants County a perpetual nonexclusive right to use such documents for their own internal business purposes. PowerPlan shall promptly furnish all such data and material to County on request.
- 9. <u>Inspection of Books and Records</u>. PowerPlan will permit County, or any duly authorized agent of County, to inspect and examine the books and records of PowerPlan for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of two (2) years.

10. **Insurance**.

- a. Prior to commencement of the Services, PowerPlan shall furnish County with properly executed certificates of insurance which shall evidence all insurance required. PowerPlan shall provide certified copies of insurance endorsements if requested by County, for purposes of this provision PowerPlan may provide the County with blanket endorsements evidencing coverage. PowerPlan shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies, and/or endorsements for any such insurance expiring prior to completion of Services. PowerPlan shall obtain such insurance written on an Occurrence form from such companies having A.M. Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
 - i. Workers' Compensation Insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
 - ii. Commercial General Liability Insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

- iii. Business Automobile Liability Insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
- iv. Professional Liability Insurance with limits not less than \$1,000,000.
- b. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies including Workers' Compensation written on behalf of PowerPlan shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- c. If required coverage is written on a claims-made basis, PowerPlan warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work under the Agreement is completed.
- 11. <u>Indemnity</u>. POWERPLAN SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM ACTIVITIES OF POWERPLAN, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF POWERPLAN OR ANY OF POWERPLAN'S AGENTS, SERVANTS OR EMPLOYEES.

12. Confidential and Proprietary Information.

- a. Each party acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to the other party. Any and all information of any form obtained by a party ("Receiving Party") or its employees or agents from the other party ("Disclosing Party") in the performance of this Agreement shall be deemed to be confidential information ("Confidential Information"). Both parties agree to hold Confidential Information in strict confidence, using at least the same degree of care the other party uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than as provided by this Agreement, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.
- b. Confidential Information shall not include information that:
 - i. was in the public domain when disclosed;
 - ii. entered the public domain subsequent to disclosure, through no fault of the receiving party;
 - iii. was in the Receiving Party's possession free of any obligation of confidence prior to disclosure;
 - iv. was developed by the Receiving Party's employees or agents independently of any Confidential Information of the Disclosing Party; and
 - v. was communicated by the Disclosing Party to an unaffiliated third party free of any obligation of confidence.
- c. Each party shall use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, each party shall advise the other party immediately in the event a party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement. The parties agree to cooperate with each other in seeking injunctive or other equitable relief in the

- name of County or PowerPlan against any such person. Upon termination of this Agreement or at the other party's request, the Receiving Party will promptly turn over to the Disclosing Party all documents, papers, and other matter in Disclosing Party's possession which embody Confidential Information.
- d. Each party acknowledges that a breach of Section 12, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to the other party that is inadequately compensable in damages. Accordingly, each party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Each party acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of the other party and are reasonable in scope and content.
- e. PowerPlan in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
- f. PowerPlan expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by PowerPlan shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.
- g. The Receiving Party will not export, directly or indirectly, any Confidential Information acquired from Disclosing Party or any product utilizing any such Confidential Information to any country for which the United States Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.
- 13. <u>Independent Contractor</u>. In the performance of work or services hereunder, PowerPlan shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of PowerPlan or, where permitted, of its subcontractor. PowerPlan and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

14. Notices.

- a. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).
- b. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County Budget Office

Attn: Pamela Gubbels

301 Jackson Street Richmond, Texas 77469

With a copy to: Fort Bend County

Attn: Robert Hebert, County Judge

401 Jackson Street Richmond, Texas 77469

PowerPlan: PowerPlan Corporation

Attn: Don Reiner, Vice President, Sales

2130 Main Street, Ste. 245 Huntington Beach, CA 92648

- c. Notice is effective only if the party giving or making the Notice has complied with subsections 14.a. and 14.b. and if the addressee has received the Notice. Notice is deemed received as follows:
 - i. If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.
 - ii. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.
- 15. <u>Compliance with Laws</u>. PowerPlan shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, PowerPlan shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
- 16. <u>Performance Warranty</u>. PowerPlan warrants to County that PowerPlan has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and PowerPlan will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.
- 17. Assignment and Delegation. Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party, which consent shall not be unreasonably withheld. Except however, PowerPlan may assign this Agreement to a successor of all or substantially all of PowerPlan's business without prior written consent. All other assignments of rights are prohibited under this subsection. In the event that PowerPlan assigns this Agreement to a successor of all or substantially all of PowerPlan's business, PowerPlan will provide notice to County of the assignment within thirty (30) days of the assignment. Neither party may delegate any performance under this Agreement, unless agreed to by the parties. Any purported assignment of rights or delegation of performance in violation of this Section is void. County and PowerPlan bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.
- 18. <u>Governing Law</u>. The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right

- to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.
- 19. <u>Third Party Beneficiaries</u>. This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.
- 20. <u>Severability</u>. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.
- 21. <u>Publicity.</u> Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall PowerPlan release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.
- 22. <u>Waivers</u>. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.
- 23. <u>Captions</u>. The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.
- 24. Limitation of Liability, EXCEPT FOR INSTANCES OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL POWERPLAN'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNTS ACTUALLY PAID BY COUNTY HEREUNDER DURING THE TWELVE MONTHS PRECEDING THE INCIDENT GIVING RISE TO LIABILITY. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LIABILITY FOR THE COUNTY SHALL BE GOVERNED BY THE PROVISIONS SET FORTH IN THE TEXAS TORT CLAIMS ACT, TEXAS CIVIL PRACTICE AND REMEDIES CODE §§ 101.001, ET SEQ. POWERPLAN'S LIABILITY FOR GROSS NEGLIGENCE OR WILFULL MISCONDUCT, AS EXCLUDED ABOVE, SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID UNDER POWERPLAN'S INSURANCE POLICY FOR SUCH CLAIMS.
- 25. Entire Agreement. This Agreement, including the attached EXHIBITS A, B, and C, contains the entire understanding of the parties with respect to the subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. In the event of a conflict between the terms of this Agreement and the attached EXHIBITS A, B, and C, the terms of this Agreement control. No modification of this Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement.

The parties have caused this Agreement to be executed by their duly authorized representatives.

FORT BEND COUNTY	POWERPLAN CORPORATION
Robert Hebert, County Judge	Don Reiner, Vice President, Sales
Date	Date
ATTEST:	
Laura Richard, County Clerk	
APPROVED:	
Pamela Gubbels, Fort Bend County Budget Office	
<u>AUDI</u>	TOR'S CERTIFICATE
I hereby certify that funds are available the obligation of Fort Bend County unde	in the amount of \$ to accomplish and payer this contract.
—— Rol	bert Edward Sturdivant. County Auditor

MLG I: Agreements \ 2016 Agreements \ Budget Office 1/15/2016

EXHIBIT A POWERPLAN'S RESPONSE TO RFP 16-038



Budgeting | Forecasting | Reporting | Analysis



COPY



Response To: Fort Bend County, TX RFP No. 16-038 – Budget Software Solution Due: November 19, 2015 at 1:30 PM (Central)

Submitted by:

PowerPlan Corporation 2130 Main Street, Ste. 245 Huntington Beach, CA 92648 714-969-5353 www.PowerPlanCorp.com

Contact:

Don Reiner, Vice President of Sales 714-969-5353 x270 DReiner@PowerPlanCorp.com

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Transmittal Letter

November 19, 2015

Fort Bend County Purchasing Department 301 Jackson, Suite 201 Richmond, Texas 77469

Attention: Debbie Kaminski, CPPB, Assistant County Purchasing Agent for RFP 16-038 Budget Software Solution

Thank you for the opportunity to respond to the aforementioned solicitation to provide, install, configure, integrate, and test a commercial off-the-shelf software application that will meet the County's need for functionality as outlined in your Business and Technical Requirements-Amended document.

PowerPlan Corporation, based in Huntington Beach, CA, with additional support centers in PA, WI and AZ, provides sophisticated budgeting solutions primarily to the Public Sector, Nonprofits, and Healthcare enterprises. The PowerPlan software solution has been successfully implemented since 1998, both domestically and internationally, and is now utilized by a multitude of satisfied budget managers, analysts, and diverse set of system users. While the PowerPlan Budgeting software can be configured and utilized in many different industries and businesses, the solution has an exceptional fit for public sector organizations and our team has had numerous proven successes in this area.

PowerPlan Corporation understands that Fort Bend County is requesting proposals from qualified firms with an enterprise software application for a public sector budget and performance management solution. The selected firm must provide the related services to configure, interface, support and maintain the system, and be able to load three (3) years of adopted budgets and actual expenses.

PowerPlan Corporation will provide all the implementation services for the solution, including installation, configuration, interfacing, testing, training, documentation, acceptance testing and software support and will only be utilizing full-time PowerPlan employees with no sub-contractors.

PowerPlan Corporation has carefully read and examined the RFP and has conducted such other investigations as were prudent and reasonable in preparing the proposal response. We agree to be bound by statements and representations made in this proposal, to any agreement resulting from the proposal and agree that the proposal is valid for one hundred and twenty (120) calendar days from the deadline for submittal.

The following individuals are authorized to make representations for PowerPlan Corporation:

Don Reiner, VP, Sales (Primary Contact) Pramod Deshpande, Principal Tina Hernandez, Director, Client Services

On behalf of the entire PowerPlan team, I look forward to working with Fort Bend County.

Sincerely,

Don Reiner

VP Sales
PowerPlan Corporation
2130 Main Street, Suite 245
Huntington Beach, CA 92648
714-969-5353 Ext. 270
dreiner@PowerPlanCorp.com

Executive Summary

PowerPlan Corporation was founded in 1998 and is based in Huntington Beach, California. The company was formed to address a growing business quandary – the need for cost effective and rapid deployment of an integrated solution to accommodate organization-wide budgeting, forecasting, reporting and analysis. Our team has never lost sight of the original vision and has worked closely with customers over the years to transform this vision into reality. In fact, the PowerPlan Integrated Budgeting Solution (hereafter referred to as PowerPlan) is now successfully implemented worldwide and is being utilized by a multitude of satisfied budget managers, analysts and other system users.

While the PowerPlan software is used across a diverse set of industries, the tool has an exceptional fit for the public sector and the team has numerous and repeated proven successes in this area. Through our team's first-hand experience, we understand the challenges and complexities associated with public sector budgeting processes and building budget projections in a challenging funding environment. We also recognize that budgeting in this sector has grown more complicated in recent years whereby enhanced modeling tools, improved reporting capabilities, and increased transparency have become essential. PowerPlan includes reliable tools and capabilities to meet these demands, brings efficiency and accuracy, and adds structure and control to the overall budgeting processes.

PowerPlan is a flexible and fully configurable solution, thus generally eliminating the need for any product customization. Key strengths of PowerPlan lie in the simplicity of configuration, ease of maintenance, and user-friendly features and functionality. Our implementation methodology is efficient and rapid, typically ranging from 4 – 8 weeks depending on the organization size and project scope.

PowerPlan provides its users with a central database and single trusted data source, and is designed to replace the patchwork of spreadsheets and ad-hoc tools that have become cumbersome and unreliable. The solution reduces the cost, time and effort required to manage the entire budgeting processes.

PowerPlan includes inherent functionality to support formulating the Operating budget, including generating detailed personnel projections and payroll costs by position and/or employee, preparing the Capital budget (and linking it with the Operating budget), and developing Forecasts and Multi-Year Plans. PowerPlan supports an 'unlimited' number of scenarios, has the provision to include nonfinancial metrics or operational stats, and effectively facilitates performing 'What-If' analyses. PowerPlan encompasses internal reporting, tools to help prepare the budget books, and includes a dashboard component.

PowerPlan's personnel and payroll functionality facilitates the most essential yet challenging aspect of any budget – managing, planning, forecasting, tracking and analyzing payroll related expenses down to the detailed position and/or employee level. PowerPlan supports planning for filled, vacant, frozen and new positions. Positions/employees are typically categorized by Class (e.g., bargaining unit) to streamline planning for step or pay increases, COLA, and other common benefits scheduled to take effect based on anniversary dates or at designated time intervals.

PowerPlan enables managing and tracking of positions by job assignment and/or class changes, pay plan changes, and/or home entity changes. Positions may be allocated or split amongst multiple funds, departments, divisions, etc.

PowerPlan includes a comprehensive Decision Package (DP) component, also commonly referred to as the CIP or Capital Project element. DP's enable users (with authorized access) to efficiently plan for Capital Projects and other specific types of budget packages such as Supplemental Requests, Proposals, Grants, Personnel Additions, Personnel Reductions, and certain Operational Expenses (e.g., Technology) requiring management approvals. DP's may affect a single year or may span multiple fiscal years, typically are comprised of capital costs, personnel, one-time vs. ongoing operations and maintenance components, specify the anticipated financing or funding of the project, and include project evaluation and justification criteria.

While the PowerPlan solution has been regarded as 'best-of-breed' budgeting software and we certainly believe that it is an unparalleled tool for the public sector, we also acknowledge that simply having the right product does not necessarily guarantee a successful project implementation. It is, without question, equally as important for the vendor to utilize a proven implementation methodology, effectively manage to an agreed upon project scope and schedule, understand and achieve critical success factors, and assign experienced and reliable resources to the project. PowerPlan Corporation will make this commitment to Fort Bend County.

A typical PowerPlan implementation and training plan consists of key milestones as follows:

- Project Kickoff
- Implementation Pre-Planning
- Preliminary Model Configuration
- Process Analysis Meeting
- Software Installation and Environment Setup
- Implementation and Administrator Training
- Data Loads and Validation
- Acceptance Testing
- Documentation
- End-User Training
- Rollout/Go-Live

The Process Analysis step is significant to our implementation methodology, as this meeting facilitates joint evaluation and understanding of existing business processes, review of PowerPlan system capabilities, mapping of key processes and requirements to PowerPlan functionality, identification of any potential gaps, proposition of solutions or workarounds where needed, and recommendation of best practices. A key deliverable following the Process Analysis meeting is a comprehensive and jointly accepted project report.

Please reference Tab 3: PowerPlan's Experience and Capabilities section of this response for a list of public sector customers that have implemented PowerPlan within the past five years, and to identify which of those customers also interface data with Lawson. This section also provides customer reference information.

We are excited at the opportunity to serve Fort Bend County and we are confident that PowerPlan will meet and exceed your current and future needs.

PowerPlan's Statement of Understanding

PowerPlan Corporation has carefully read and acknowledges understanding of the Services and Budget System functionality sought by Fort Bend County as specified in the RFP for Budget Software Solution document. We recognize that it is the County's intent to procure a system from a qualified firm with an enterprise software application for a public sector budget and performance management solution. We also understand that the selected firm must provide the related services to configure, interface, support and maintain the system, including training, and be able to load three (3) years of adopted budgets and actual expenses. We are confident that the PowerPlan Integrated Budgeting solution is an effective and reliable tool for Fort Bend County and will satisfy these objectives.

We understand that Fort Bend County utilizes Lawson as its accounting system and we recognize the necessity of the new Budget System having the ability to interface data with Lawson. PowerPlan has the ability to interface data with Lawson and with other applicable data sources such as a database or system whereby performance measures are maintained, and will make this commitment to the County. We also acknowledge that the County has outlined a specific set of mandatory and desirable functionality of the new Budget System and has categorized Business Requirements into respective areas including: Content/Versions; Workflow; Dashboards; Budget Compilation; Budget Analysis, Forecasting, and Reporting; Capital Improvement; and, Performance Measures. The County has also identified a number of Technical Requirements. PowerPlan responses have been provided for each of the County's requirements (Business and Technical). PowerPlan is a comprehensive yet user-friendly budget development software that we believe will meet and exceed the County's needs.

PowerPlan is fully configurable and allows customers to easily set up different budgeting models to accommodate unique budgeting processes and satisfy key business requirements. System Administrators, typically functional resources of the Finance Department or Budget Office, use the PowerSet module to configure and administer the PowerPlan model. PowerPlan will accommodate the County's organizational rollups and will consolidate data on the basis of Lawson's various defined chart of account levels (e.g., Funds, Departments, Divisions, Grants/Projects, etc.), as well as by accounts (Objects) and account groupings.

Administrative Users establish the budgetary rules such as designating certain accounts as 'input' type and others as 'calculated' or 'read only' to most users due to values being allocated or preestablished. To streamline the budget input and review processes, budget templates can be configured to meet the specific requirements of the operating departments or cost center users. Users (based on individual security rights) can effectively access historical, current and future data within PowerPlan, have access to various data input options when developing their active/unlocked scenario(s) – including the ability to populate values based on history, can use PowerPlan's Budget Details feature to itemize budget requests, and can utilize the Notes feature to document and/or attach supporting files to specific line item budget requests. PowerPlan includes an inherent audit trail feature which enables tracking when budget data is changed and identifies who made the changes.

The key to a successful project implementation is the Process Analysis step, which is a significant element of PowerPlan's proven implementation methodology. During this step, the PowerPlan team would work jointly with the Fort Bend County team to evaluate, review, and discuss current business processes, determine how best to configure the PowerPlan model to ensure that the County's key requirements are mapped to PowerPlan functionality, identify any potential gaps between needs and functionality, and propose solutions to bridge any noted gaps. This Process Analysis step mitigates project risks and facilitates common understanding amongst the teams.

The ensuing sections detail PowerPlan's solution and implementation methodology.



Tab 1: PowerPlan's Technical Response

Business and Technical Requirements

FORT BEND COUNTY RFP 16-038

ENCLOSURE 1

INSTRUCTIONS TO BIDDERS:

Budget Software Requirements - BUSINESS & TECHNICAL

This Excel document contains details of the business and technical requirements of the proposed Budget Software solution.

The "Value" column indicates the value placed on each requirement. There are two possible values:

M = Mandatory

D = Desirable

The "Comply" column indicates if the proposed solution meets the requirement. There are two possible values:

N-No further description is required; however, Proponents may wish to include additional information in the response. A "blank" response shall be accepted as a "No".

Y- This response means that the product currently meets a requirement and that it is fully functional in the software product being proposed.

Proponents should indicate in the Response for each requirement if either:

- There are any limitations in the proposed software in relation to the functionality requested in the requirement.
- The software being proposed meets the requirement only with significant configuration, customization, and/or use of associated third party software.

Proponents are required to use the table format herein to respond to each item listed as part of their submission.

Business Requirements				
Requirement	Value	Comply (Y or N)	Response	
CONTENT/VERSIONS				
Convert at least 3 years of adopted budgets and actual expenses from the current Lawson Budget & Planning and Lawson Financials databases into the proposed software.	М	Y	Yes, PowerPlan supports importing, storing and accessing up to 20 years of historical data (budgets and actuals), enables up to 15 future years for forecasting the Operating budget and 40 years for the Capital plan, and supports and 'unlimited' number of scenarios. PowerPlan inherently retains all data, including detail account information, notes and/or attachments, and line item budget details, within all versions/phases from prior years unless and until a System Administrator proactively initiates purging of the data.	
Support the organization of information by County defined hierarchal levels; including departments with a child parent relationship along with Grants/Projects	М	Y	Yes, PowerPlan is a multi-dimensional and fully configurable solution which will support the County's organizational hierarchies and will consolidate data on the basis of Lawson's various defined Accounting Unit levels (e.g., Funds, Departments, Grants/Projects), as well as by Accounts, Account Groupings, and/or by any other custom groupings, properties or attributes, etc.	

Requirement	Value	Comply (Y or N)	Response
Create and track an unlimited number of budget forecast years	M	Y	Yes, PowerPlan System Administrators (typically members of the budget office or finance department and also referred to as Administrative Users) have control over the initial set up as well as the ongoing management of the PowerPlan model. Inherent system flexibility, for example, enables Fort Bend County to determine the amount of history to be imported and/or retained in PowerPlan, the number of future or forecast years to be enabled, the account setup including groupings and formulas, organizational rollup structures, payroll periods, pay plans and payroll calculations to manage the salaries and benefits budget, scenarios and workflow, budget templates, reports, user security, and more.
Maintain a budget data archive with access to historical budgets from 5 previous years	M	Y	Yes, please see the above response.
Meet the County's unique business requirements and procedures (e.g. bi-weekly payroll and multiple pay plans).	M	Y	Yes, please see the above response.
Create "What-if" scenarios of the budget	D	Y	Yes, PowerPlan supports an 'unlimited' number of scenarios configurable to accommodate the County's versioning requirements, as well as to satisfy performing 'what-if' analysis. Administrative users manage scenarios to ensure a controlled environment for the budget and planning process. A single scenario and fiscal year or multiple scenarios and fiscal year(s) may be open to the users for data updates while other scenarios and years are locked down and available in a read-only manner, or some datasets may even be designated as hidden whereby only a selected set of users have visibility.
The system for developing the budget (operating, salaries & benefits, and capital) will include the ability for all users to submit requests and shall collect all data and information required to rank and evaluate projects, analyze operating budgets and salaries & benefits and to create the budget documents.	М	Y	Yes, PowerPlan is an effective multi-user budget development system designed to facilitate the operating, salaries and benefits, and capital budget processes. PowerPlan provides a single trusted source whereby many users can simultaneously engage in the budgeting process – performing real-time data editing, viewing and sharing. The PowerPlan database serves as a central repository for all user submitted requests, supporting details, and corresponding workflow.
Flexible templates to assist users	M	Y	Yes, PowerPlan offers intuitive and configurable budget templates to support the County's budget development process. Budget templates may be displayed in a monthly mode (for 1 or 2 years) or in an annual mode (for 1 or 2 years). PowerPlan also encompasses a variety of tools and data spread options to assist users in their budget preparation. PowerPlan users may, for example, base their budgets on prior year data, average of multiple past years, specify an amount and dictate the spread, make use of PowerPlan's 'Notes' and/or 'Budget Details' features, etc. In any case, the organizational structure along with all defined business rules (e.g., account properties, formulas, etc.), dictate the calculations and manner in which data is consolidated.
Ability to develop the projections and base budget directly in the system, ability to copy and use prior year's budget or actual amounts as a starting point	М	Y	Yes, the System Administrators may opt to create a baseline plan and/or develop projections by copying data from an existing scenario and selected year, by merging data from multiple scenarios and/or years, by projecting the data using a driver-based model or applying applicable factors, or may decide that users should start planning with a clean slate.

Ves., as indicated earlier, PowerPlan is a multi-dimensional and fully configurable solution which will support the Country's organizational hierarchies and will consolidate data on the basis of Lawson's defined Accounting Unit levels (e.g., Funds, Departments, Grants/Projects), as well as y Accounts, Account Groupings, and/or by any other custom groupings, properties or attributes, etc. Ves., PowerPlan includes inherent workflow functionality that tracks progress, completion, and review status of budgets across the organization's hierarchy. A few default statuses exist, inclining Initial, in process, review, and approved; however, PowerPlan's workflow is configurable. System Administrators wand approval process, and can designate which scenarios will utilize workflow. Security-based workflow reports are available and can be initiated on-demand. Ves., please see the above response.	Requirement	Value	Comply (Y or N)	Response
Yes, PowerPlan includes inherent workflow functionality that tracks progress, completion, and review status of budgets across the organization's hierarchy. A few default statuses exist, including intital, in process, review, and approved; however, PowerPlan's workflow is configurable. System Administrators may modify the stages as needed and define user roles and security to support a multi-tiered budgeting and approval process, and can designate which scenarios will utilize workflow. Security-based workflow reports are available and can be initiated on-demand. Allow different security for users based on the budget workflow Allow different security for users based on the budget workflow Provide email notification as part of the workflow D Yes, please see the above response. Yes, as described above, PowerPlan includes configurable Workflow functionality whereby System Administrators can establish the applicable set of workflow stages and roles to support a multi-tiered budgeting and approval process, and can designate which scenarios utilize the workflow functionality. The budget subsequently moves through the various defined stages, the progression of these changes and approvals are tracked, and the applicable user(s) are notified via emitted at each stage. Yes, budget changes may be created individually at a detailed object code and cost center level, or may occur as bundled in pacts (e.g., Decision Package). These changes can affect an existing open/active working scenario, or may pe pushed to a separate scenario thus leaving the original values intact and allowing a comparison or variance analysis of the distinct datasets. Yes, bystem Administrators configure and control PowerPlan scenarios, user security, workflow stages and user of the section of t	Support the automated roll up and consolidation of budget by fund, accounting units, categories, and accounts	М		dimensional and fully configurable solution which will support the County's organizational hierarchies and will consolidate data on the basis of Lawson's defined Accounting Unit levels (e.g., Funds, Departments, Grants/Projects), as well as by Accounts, Account Groupings, and/or by any other custom groupings,
that tracks progress, completion, and review status of budgets across the organization's hierarchy. A few default statuses exist, including initial, in process, review, and approved; however, PowerPlan's workflow is configurable. System Administrators may modify the stages as needed and define user roles and security to support a multi-trede budgeting and approval process, and can designate which scenarios will utilize workflow. Security-based workflow reports are available and can be initiated on-demand. Allow different security for users based on the budget workflow Provide email notification as part of the workflow D Yes, please see the above response. Yes, as described above, PowerPlan includes configurable Workflow functionality whereby System Administrators can establish the applicable set of workflow sea and roles to support a multi-tlered budgeting and approval process, and can designate which scenarios utilize the workflow functionality. The budget subseas and roles to support a multi-tlered budgeting and approval process, and can designate which scenarios utilize the workflow functionality. The budget subseas and roles to support a multi-tlered budgeting and approval process, and can designate which scenarios utilize the workflow functionality. The budget subseas and roles to support a multi-tlered budgeting and approval process, and can designate which scenarios utilize the workflow functionality. The budget subsequently moves through the various defined stages, the progression of these changes and approvals are tracked, and the applicable user(s) are notified via email at each stage. Yes, budget changes may be created individually at a detailed object code and cost center level, or may occur as bundled impacts (e.g., Decision Package). These changes can affect an existing open/active working one package in the publication of the distinct datasets. Yes, please see the above responses. Yes, please see the above responses on the substance of the process of the distinct datasets. Yes, please se	WORKFLOW			
Yes, as described above, PowerPlan includes configurable Workflow functionality whereby System Administrators can establish the applicable set of workflow stages and roles to support a multi-tiered budgeting and approval process, and can designate which scenarios utilize the workflow functionality. The budget subsequently moves through the various defined stages, the progression of these changes and approvals are tracked, and the applicable user(s) are notified via email at each stage. Yes, budget changes may be created individually or bundled ogether and presented as a 'decision package'. Once approved, changes should be pushed unto the affected budgets. Ability to everse changes as necessary. M Y How the vertical dividually or bundled ogether and presented as a 'decision package'. Once approved, changes should be pushed unto the affected budgets. Ability to everse changes as necessary. M Y Y Yes, budget changes may be created individually at a detailed object code and cost center level, or may occur as bundled impacts (e.g., Decision Package). These changes can affect an existing open/active working scenario, or may be pushed to a separate scenario thus leaving the original values intact and allowing a comparison or variance analysis of the distinct datasets. Automatically record (via report) when workflows have been triggered, ndicating the user and the date. Yes, System Administrators configure and control PowerPlan scenarios, user security, workflow stages and user roles. In addition to being able to control budget changes to that stage/phase are controlled via a formal budget development process, System Administrators	Ability to establish a variety of roles within a workflow process	М	Y	that tracks progress, completion, and review status of budgets across the organization's hierarchy. A few default statuses exist, including initial, in process, review, and approved; however, PowerPlan's workflow is configurable. System Administrators may modify the stages as needed and define user roles and security to support a multi-tiered budgeting and approval process, and can designate which scenarios will utilize workflow. Security-based workflow reports
Yes, as described above, PowerPlan includes configurable Workflow functionality whereby System Administrators can establish the applicable set of workflow stages and roles to support a multi-tiered budgeting and approval process, and can designate which scenarios utilize the workflow functionality. The budget subsequently moves through the various defined stages, the progression of these changes and approvals are tracked, and the applicable user(s) are notified via email at each stage. Yes, budget changes may be created individually at a detailed object code and cost center level, or may occur as bundled impacts (e.g., Decision Package). These changes can affect an existing open/active working scenario, or may be pushed to a separate scenario thus leaving the original values intact and allowing a comparison or variance analysis of the distinct datasets. Automatically record (via report) when workflows have been triggered, indicating the user and the date. Provide for a stage or phase in the budget development process whereby changes to that stage/phase are controlled via a formal budget change at specific stages or phases in the budget development process, System Administrators	Allow different security for users based on the budget workflow	М	Y	Yes, please see the above response.
Allow for formal budget changes to be created individually or bundled ogether and presented as a 'decision package'. Once approved, changes should be pushed unto the affected budgets. Ability to reverse changes as necessary. Automatically record (via report) when workflows have been triggered, ndicating the user and the date. Provide for a stage or phase in the budget development process whereby changes to that stage/phase are controlled via a formal budget development process, System Administrators or process or process.	Provide email notification as part of the workflow	D	Y	configurable Workflow functionality whereby System Administrators can establish the applicable set of workflow stages and roles to support a multi-tiered budgeting and approval process, and can designate which scenarios utilize the workflow functionality. The budget subsequently moves through the various defined stages, the progression of these changes and approvals are tracked, and the applicable user(s) are
reprovide for a stage or phase in the budget development process whereby changes to that stage/phase are controlled via a formal budget change tool only Yes, System Administrators configure and control PowerPlan scenarios, user security, workflow stages and user roles. In addition to being able to control budget changes at specific stages or phases in the budget development process, System Administrators	Allow for formal budget changes to be created individually or bundled together and presented as a 'decision package'. Once approved, changes should be pushed unto the affected budgets. Ability to reverse changes as necessary.	М	Y	detailed object code and cost center level, or may occur as bundled impacts (e.g., Decision Package). These changes can affect an existing open/active working scenario, or may be pushed to a separate scenario thus leaving the original values intact and allowing a comparison or variance analysis of the
Provide for a stage or phase in the budget development process whereby changes to that stage/phase are controlled via a formal budget change tool only PowerPlan scenarios, user security, workflow stages and user roles. In addition to being able to control budget changes at specific stages or phases in the budget development process, System Administrators	Automatically record (via report) when workflows have been triggered, indicating the user and the date.	D	Y	Yes, please see the above responses.
	Provide for a stage or phase in the budget development process whereby changes to that stage/phase are controlled via a formal budget change tool only	D	Y	PowerPlan scenarios, user security, workflow stages and user roles. In addition to being able to control budget changes at specific stages or phases in the
	DASHBOARDS			

Requirement	Value	Comply (Y or N)	Response
Ability for System Administrators and Users to establish Dashboards - graphical visualizations of important budget data	М	Y	Yes, PowerPlan includes a user security driven Dashboard component that creates high level, graphical based reports for reviewing and tracking key business areas at a glance. Dashboard data is based on a user's individual profile and PowerPlan access rights (e.g., organizational level access). Global indicators may be configured by System Administrators and will define the comparison methods such as budget to actual, current year vs. prior year, etc. Users can also configure indicators to suit their individual and distinct preferences and may switch between the Dashboard and the supporting PowerPlan data views for further detailed drill down.
Ability to restrict specific users from creating Dashboards.	M	Υ	Yes, as indicated above, PowerPlan's Dashboard component is user security driven. Only authorized users may create Dashboard indicators and data access is always restricted based on the individual user's security.
Describe the number of Dashboards that can be created	D	Y	PowerPlan does not limit the number of Dashboard indicators that can be created and maintained.
Ability of any Dashboard to be viewed by all system users, or restricted to a specific user, and/or a group of users.	D	Y	Yes, please see the above responses.
Ability to create Chart Types using the following elements:			Yes, various Chart types are available for display on PowerPlan's Dashboard.
§ Line	ļ	Y	
§ Scatter	1	Y	
§ Area	M	Y	
§ Bar § Multi-Bar	171	Y	
§ Horizontal Grouped Bar	t	Y	
§ Line and Bar Combo	t	Y	
§ Pie	İ	Y	
§ Bullet	İ	Y	
Ability to display a webpage, either internal to the organization or a public website (example: Bing.com or CNN.com)	М	Y	Yes, PowerPlan menu items can be configured such that they link to a designated webpage (internal or public) when selected. This capability, however, is not currently available specifically from the Dashboard although the product enhancement is very feasible and can be accommodated at the request of the County.
Ability to display a report - either custom report or standard system report via the dashboard.	М	Y	Yes, as mentioned earlier, users can configure indicators to suit their individual and distinct preferences and may switch between the Dashboard and the supporting PowerPlan data views to obtain further drill down details.
Ability to arrange the dashboard placement as the user sees fit	D	Y	While there is some structure to PowerPlan's Dashboard and users do not have the ability to completely arrange the Dashboard in any type of layout, they do have the ability to move their indicators up or down to position the indicators in a sequence that they see fit.
Ability to show information in a simple manner, by showing a simple number (example: Number of current Capital Projects on Hold)	D	Y	Yes, any Account (financial, driver or statistical, ratio) may be established as a Dashboard indicator and viewed by users with applicable security and data access rights.
Ability to use the Dashboard feature to communicate with other users, via simple text images, and/or embedded video.	D	Y	Yes, communication is handled via Notes associated with Dashboard indicators. Users are able to view Dashboard notes and graphs together.
Ability to show real time YTD budget vs actual for any department, or the organization as a whole.	М	Y	Yes, as mentioned above, PowerPlan's Dashboard component is user security driven whereby the user's visibility to data is based upon his or her PowerPlan user profile and data access rights.

Requirement	Value	Comply (Y or N)	Response
Ability to display elements of the budget which are approved, and those that are not approved.	D	Υ	Yes, this capability exists so long as the Dashboard is being utilized to compare distinct PowerPlan scenarios which maintain approved data separate from requested data (but not approved).
Ability drill down into underlying detail data from the dashboard	D	Y	Yes, as indicated above, users may switch between the Dashboard and the supporting PowerPlan data views for further detailed drill down.
Include a sample screenshot(s) of dashboards	M	Y	Yes, please refer to the 'Dashboard' section of the ensuing PowerPlan Integrated Budgeting Software Solution Overview pages included in this Tab 1 - Technical Response for screenshot samples.
BUDGET COMPILATION	-		
Ability to develop the projections and base budget directly in the system, ability to copy and use prior year's budget or actual amounts as a starting point.	М	٧	Yes, as described earlier herein, the System Administrators may opt to create a baseline plan and/or develop projections by copying data from an existing scenario and selected year, by merging data from multiple scenarios and/or years, by projecting the data using a driver-based model or applying applicable factors, or may decide that users should start planning with a clean slate.
Support both "spreading" of budget across months or years and the ability to enter budget line items by month.	D	Y	Yes, users may enter data on their spreadsheet-like budget templates directly into specific months, or can make use of PowerPlan's variety of budget preparation tools and data spread options. PowerPlan users may, for example, base certain line item budgets on prior year data (actuals or budget), can specify an annual amount and dictate the spread across periods, can make use of PowerPlan's 'Budget Details' and/or 'Notes' features, and more. The manner in which data is consolidated is determined by the organizational structure along with all defined business rules (e.g., account properties, formulas, etc.).
Onscreen view of actual costs vs. budget amounts on a monthly, quarterly and annual basis. Should also be made available in reports.	М	Y	Yes, users may select from a number of standard or pre-configured report formats such as Annual, Month, Scenario, Statement, Variance, and more. PowerPlan's user-friendly system navigation also allows users to query and display ad-hoc data views, 'slice and dice' data by multiple dimensions, compare scenarios, drill down to obtain more detailed data, view transactions if available, review budget details and/or supporting notes, pivot and/or sort data results, export any data set to XLS, PDF, HTML, RTF, or DOC, or print data views/reports directly out of the system.
Real-time viewing and access to budgets, regardless of where they sit within the approval process.	i M	Y	Yes, PowerPlan is an effective multi-user system that provides a single trusted source whereby users can simultaneously engage in the budgeting process – performing real-time data editing, viewing and sharing.

Requirement	Value	Comply	Response
Ability to apply increases/decreases at the line item, budget and County level. Changes made at one level should automatically be reflected at the other levels.	М	(Y or N)	Yes, PowerPlan is flexible and supports applying assumptions at a detailed line item level as well as applying them globally or at other levels within the organization. With respect to personnel and payroll impacts, assumptions may be made at the detailed position level, or PowerPlan's 'Class Template' functionality facilitates making global changes (e.g., COLA, Retirement Rates, Life Insurance Rates, Pay Step increases, etc.) organization wide, by class, or by job to effectively manage budget changes in salary and benefits. All PowerPlan data changes, regardless of the level in which they were made, will appropriately be reflected throughout the County.
Support the use of budget variables (fixed price items) to drive budget line items	D	Y	Yes, PowerPlan supports projecting data using a driver-based model, thus enabling fixed or variable factors to build budget line items. In this case, relevant business parameters are set up as driver accounts and are utilized in formulating budget calculations that generally impact GL accounts. Driver accounts may be set up such that they are updateable fields for users, or may be restricted to updates by only the Budget office; but once values are populated for these driver type accounts, the corresponding budgets will be calculated.
Allow the advanced query of budget accounts so that budgets can be analyzed and updated on an account rather than budget basis	M	Y	Yes, PowerPlan allows users a great deal of flexibility in retrieving information and pivoting data to facilitate both data entry and data analysis. While a typical budget template is displayed in what is known as an Account Mode (includes relevant objects per budget center), the user may easily hone in on a specific budget account and pivot their template to an Entity Mode (includes all budget centers based on user security). Users will have access to the inherent data spread options including 'Budget Details' and 'Notes' whether they are budgeting on an account basis or on a budget center basis.
Provide tools to reconcile and budget/forecast for salary and benefit			Yes, please see the responses below.

Requirement	Value	Comply	Response
Requirement	Value	(Y or N)	·
§ Salary and benefit planning by position (including vacancies)	М	Y	Yes, PowerPlan encompasses an intuitive payroll budgeting/position control/labor forecasting component that supports the most essential and challenging part of any budget. Authorized users can manage, plan, budget, track, forecast and analyze detailed position and/or employee records. PowerPlan supports detailed planning to calculate fully loaded salary and benefits for existing authorized positions (filled or vacant), new positions, and can help determine the savings associated with frozen positions. Employees can be categorized by Job Group and Class or Bargaining Unit to easily facilitate common impacts (e.g., COLA, Step or Pay Rate increases, change in specific benefit rates, etc.) scheduled to take effect based on Anniversary Date or at designated time intervals. Global updates impacting all or multiple groups of personnel (e.g., change in health plan costs, retirement rate, FICA limit, etc.) can also quickly be made. Various assumptions can be applied to perform 'what-if' analysis of FTE and associated payroll costs (e.g., during contract negotiations). Positions or employees may be moved from one budget center to another, can be allocated amongst multiple business units whereby the total budgeted compensation will be distributed or split accordingly, or can be designated as unallocated in whole or in part.
Cost of living and benefit rate calculations	+	Y	Yes, please see the above responses.
§ Ability to add new/missing positions with default budget information	1	Y	Yes, please see the above responses.
§ Ability to easily move positions from one budget or cost center to another.]	Y	Yes, please see the above responses.
§ Ability to split positions between budgets (distribute positions between multiple cost centers)		Y	Yes, please see the above responses.
Position based budgeting, allowing departments to view unallocated salary dollars	М	Y	Yes, please see the above responses.
Ability to create departmental salary/staffing reports that show individuals and/or positions, total compensation costs, and FTE's	М	Y	Yes, authorized PowerPlan users have the ability to view (by position or employee, by job, by class or bargaining unit, or by entity) FTE and the total budgeted personnel cost including salary and benefits. Detailed position/employee level budgets consolidate at the account level, map to the appropriate accounting units, and impact the applicable fiscal periods. PowerPlan is installed with a number of preconfigured summary level and detailed payroll reports, a few of which include Allocation by Entity, Allocation by Class, and Compensation Planning. Additional payroll reports required by Fort Bend County are configurable by PowerPlan System Administrators or other users with applicable payroll access rights. Yes, PowerPlan provides a vehicle for business
Support the entry of descriptions, comments, or notes to budget line items	М	Y	collaboration and communication amongst users. PowerPlan's 'Notes' feature enables users to enter supporting details and/or attach external documents (DOC, PDF, XLS) at the detailed budget line item level.
Allow for the attachment of supporting documents to be attached to the budget line item from MS Word, Adobe PDF, or MS Excel	М	Y	Yes, please see the above responses.
Provide an audit trail of budget changes by:	1		Yes, please see the responses below.

Requirement	Value	Comply	Response
Requirement	value	(Y or N)	Yes, PowerPlan includes inherent Audit Trail
§ Who made the change	M	Y	functionality which has been designed to log all configuration changes to the model as well as to capture all data changes at the Account and Entity or business unit level. The log identifies the before and after values by user, date and timestamp.
§ When the changes were made		Y	Yes, please see the above responses.
§ A description of the change		Y	Yes, please see the above responses.
BUDGET ANALYSIS, FORECASTING, AND REPORTING			
Forecasting capabilities for both the expenditure/revenue	М	Y	Yes, as indicated previously, PowerPlan supports an 'unlimited' number of scenarios configurable to accommodate Fort Bend County's budget phases, versioning requirements, and to satisfy forecasting and 'what-if' analysis. Each scenario may represent a unique set of data requests and assumptions. PowerPlan encompasses a variety of tools to assist in producing accurate forecasts, predicting trending processes, and performing reliable analysis to support budget decisions for both expenditures and revenues. For instance, data can be copied from one scenario to another, outlook processing can be performed to combine YTD Actuals with future budget assumptions, projection sets allow for user-defined criteria to be specified by Account or applied in mass, and as previously mentioned, PowerPlan includes various data spread options (e.g., based on prior year, based on average of multiple past years, based on another specified account, user-defined spread, etc.).
Newly created scenarios are available to all users	М	Y	Yes, as earlier described herein, Administrative Users manage PowerPlan scenarios to ensure a controlled environment for the budget and planning process. A single scenario and fiscal year or multiple scenarios and fiscal year(s) may be open to the users for data updates while other scenarios and years are locked down and available in a read-only manner, or some datasets may even be designated as hidden whereby only a selected set of users have visibility.
"What-if" scenarios at the department and division level	D	Y	Yes, PowerPlan's flexible data analysis capabilities enable 'what-if' scenarios to be generated at any level within the County's organizational structure.
"What-if" analysis/simulation based on changes in key inputs	D	Y	Yes, PowerPlan provides a number of efficient and effective tools to facilitate performing 'what-if' analysis or simulating different scenarios based on varying assumptions/data changes. Some of these functions include the ability to Copy and/or Average Data from other sources, run Projections based on user-defined criteria, modify Driver values which impact key calculations, update Employee Class Templates to determine for example the FTE and payroll cost impacts during contract negotiations, and more.
Record and report on changes made between budget versions	М	Y	Yes, comparisons or variance analysis can be performed amongst any PowerPlan datasets or scenarios (e.g., prior actuals vs. current actuals; actuals vs. budget; department budget requests vs. recommended budget vs. adopted budget; forecast vs. what-if scenarios, etc.). Also, as mentioned above, PowerPlan includes inherent Audit Trail functionality which captures all data changes and identifies the before and after values by user, date and timestamp.

Describerance with	Value	Comply	Personal
Requirement	Value	(Y or N)	Response
Allow reviewers/approvers to add comments to budget request documents or budget line items	М	Y	Yes, PowerPlan's 'Notes' feature is typically utilized by system end-users to include and/or attach supporting narrative at the detailed budget line item, but is also available for use by reviewers/approvers to add comments and/or include attachments at this detailed object level. Additionally, PowerPlan's Workflow can be configured whereby reviewers add overall comments when moving a budget from one stage to another.
Allow for the viewing of all comments related to a given report or template	М	Y	Yes, PowerPlan 'Notes' may be included on PowerPlan reports with corresponding data values, or a simple Notes Report can be generated (based on user security).
Track and report on variance analysis including:	┨		Vac annoviene or verience analysis can be
§ Calculate variances (between budget and actual and budget versions and year over year)	M	Y	Yes, comparisons or variance analysis can be performed amongst any PowerPlan datasets or any scenarios and any years past, present or future (e.g., prior actuals vs. current actuals; actuals vs. budget; department budget requests vs. recommended budget vs. adopted budget; forecast vs. what-if scenarios, etc.).
Allow end users to input variance explanations for those accounts over the variance threshold	IVI	Y	Yes, as indicated previously, PowerPlan's 'Notes' feature is typically utilized by system end-users to include and/or attach supporting narrative at the detailed budget line item, but may also be used by reviewers/approvers to add comments and/or include attachments at this detailed object level, and can be used for the purpose of explaining variances where applicable.
Report writing tool is available with options to use pre-built templates or custom made reports	М	Y	Yes, PowerPlan includes internal reporting functionality and is installed with a number of standard or preconfigured formats, a few of which include Annual, Month, Quarter, Rolling, Scenario, Statement, Variance, etc., to facilitate quick reporting. Since all reports are fully configurable within PowerPlan, any standard system report may be modified as needed by System Administrators or other users with the applicable privileges, or can otherwise be deleted. Similarly, specific report formats required by Fort Bend County can be configured and made available to all PowerPlan users or to only a selected set of users. Any data displayed within PowerPlan may be exported in a number of formats including Excel, Word, PDF, HTML, or RTF. Users may email reports (as a PDF file) to other PowerPlan users, can print them directly out of the system, or may opt to save the report as a 'favorite' for future retrieval.
Ability to create report as a template, i.e. create report once, and support delivery of same report over multiple mediums including Excel, Web, PDF, print, etc.	М	Y	Yes, please see the above response.
Provide graphical analysis including: display financial data as tables, graphs, and charts	D	Y	Yes, PowerPlan data can be displayed in both numerical and graphical representation. Data can be viewed in various layouts including Data Only, Data with a Graph, Data with 2 Graphs, Graph Only, or Data and History. When a graphical layout is selected, the graphing options include a Trend Graph Bar, Trend Graph Line, Trend Graph Area, Mix Graph (Pie Chart), Cluster Graph, Comparative Graph, and Ranking Graph – Descending or Ascending.

Requirement	Value	Comply	Response
iroquii oment	value	(Y or N)	·
Allow the customization of vendor provided customer reports	D	Y	Yes, as mentioned earlier, PowerPlan reports are fully configurable. Standard or pre-configured system reports may be modified as needed by System Administrators or other users with the applicable privileges, or can otherwise be deleted if not applicable to Fort Bend County. Similarly, specific report formats required by the County can be configured and made available to all PowerPlan users or to only a selected set of users.
Provide a facility for ad-hoc user reporting	D	Y	Yes, in addition to users being able to select from the standard or pre-configured reports, PowerPlan's flexible and user-friendly system navigation also allows users to query and display ad-hoc data views, 'slice and dice' data by multiple dimensions, compare scenarios, drill down to obtain more detailed data, view transactions if available, review budget details and/or supporting notes, pivot and/or sort data results, export any data set to XLS, PDF, HTML, RTF, or DOC, or print data views/reports directly out of the system.
Ability for end users to create, customize, and maintain reports by users without the need for IT or programming resources	D	Y	Yes, PowerPlan report configuration is a user function and does not require IT or programming resources.
Provides multi-dimensional reporting based on category code structure:	М		Yes, PowerPlan is a multi-dimensional and fully configurable solution which will support Fort Bend County's organizational hierarchies and will consolidate data on the basis of Lawson's various defined Accounting Unit levels (e.g., Funds, Departments, Grants/Projects), as well as by Accounts, Account Groupings, and/or by any other custom groupings, properties or attributes. Additional dimensions include Year, Scenario, Report Format, and Units.
§ By year	1	Υ	Yes, please see the above response.
§ By fund	1	Υ	Yes, please see the above response.
§ By accounting unit]	Y	Yes, please see the above response.
§ By account category	ļ	Y	Yes, please see the above response.
§ By accounts		Y	Yes, please see the above response.
Provide reports with year to year comparisons (budget) End user able to create and report on different scenarios for multi- year operating and capital budgets	D D	Y	Yes, please see the above response. Yes, scenario analysis/variance reporting (of operating and/or capital budget data) is available for any PowerPlan datasets single year or multi-year.
Allow the end user to copy prior forecasts and analysis into current work to prevent re-work	М	Y	Yes, PowerPlan includes a number of inherent system tools to help budget staff effectively develop a relevant starting point for the users as well as to assist the users during their budget and/or forecast processes. Some of these tools which prevent duplicate data entry and eliminate redundancy in work include PowerPlan's Copy Scenario feature whereby data can be copied from one scenario to another, Outlook Processing which combines YTD Actuals with future budget assumptions, Projections which allow for user-defined criteria to be specified by Account or applied in mass, and various data spread options (e.g., fill based on prior year, based on average of multiple past years, based on another specified account, user-defined spread, etc.).

Requirement	Value	Comply (Y or N)	Response
Access to multi-dimensional reports with dropdown menus.	D	Y	Yes, PowerPlan's user-friendly system navigation includes dropdown menus that allow users to easily filter their data selection criteria based on individual user security and data access rights. Users may query specific data, 'slice and dice' data on the bases of multiple dimensions such as fund, accounting unit, year and scenario, compare scenarios (e.g., actual vs. budget vs. forecast vs. what-if scenarios), drill down to obtain more details, view transactions, review budget details and/or notes, pivot data from an Account Mode (template or view that includes all relevant objects per budget center) to an Entity Mode (template or view that hones in on a specific account for all budget centers based on user security), and/or sort data results. Any data displayed within PowerPlan may be printed directly out of the system or can be exported in a number of formats including Excel, Word, PDF, HTML, or RTF.
Reports users can easily utilize export and apply filters	M	Y	Yes, please see the above response.
Support the export of reports to MS Word, Excel, and PDF Role based security levels	M	Y	Yes, please see the above response. Yes, PowerPlan is a security-rich integrated solution that includes detailed role-based security to define each user's data access rights and system privileges. PowerPlan effectively supports simultaneous system use (budget input and/or data viewing subject to administrative user-specific security restrictions) by an unlimited number of users who can be set up to work across Funds, Departments, Grants/Projects, Accounts and/or other custom data fields.
Provide email notification as part of the budget workflow	D	Y	Yes, PowerPlan includes configurable Workflow functionality to support a multi-tiered budgeting and approval process. Workflow is enabled on a per scenario basis, thus allowing certain datasets in progress (e.g., 'what-if' scenario) to ignore any established escalation and approval requirements. When enabled, the budget moves through various defined stages, the progression of these changes and approvals are tracked, and the applicable user(s) are notified via email at each stage. A security-based workflow report (status update) can be generated ondemand.
Provide the ability to secure budgets on a department by department or a budget by budget basis	М	Y	Yes, budget development and data access within PowerPlan is tightly secured and is available only to authorized system users based on valid login credentials and individual security profiles. User security includes a specified set of access rights (e.g., read only, read/write, etc.), organizational level access (e.g., Funds, Departments, Divisions, Projects/Grants) and account level access (e.g., applicable Expense and/or Revenue Object Codes). The Personnel/Payroll and CIP components have additional security levels whereby users have no access until granted otherwise.
Ability to transfer data to public web site.	D	Y	Yes, PowerPlan reports or data views may be printed directly from the system, can be emailed amongst users, or may be exported in a number of formats including Excel, Word, PDF, RTF or HTML for transferring the data to a public web site. PowerPlan's technical staff have successfully assisted other public sector customers with this process and would support Fort Bend County.

Value	Comply (Y or N)	Response
М	Y	Yes, PowerPlan includes a comprehensive Decision Package (DP) component, also commonly referred to as the CIP or Capital Project element. DP's enable users (with authorized access) to efficiently plan for Capital Projects and other specific types of budget packages requiring management approvals. DP's may affect a single year or may span multiple fiscal years, typically are comprised of capital costs, personnel, one-time vs. ongoing operations and maintenance components, specify the anticipated financing or funding of the project, and include project evaluation and justification criteria. PowerPlan's DP functionality supports creating requests, defining supporting details for the requests, ranking or prioritizing projects, attaching documents and/or images, monitoring, modifying, and approving the status of requested items, and providing reports in detail or at a summary level. Each DP can be prepared for various cost categories which are associated with GL accounts. Once a project is approved and a project number is established in the GL, the project budget data is linked from PowerPlan's DP/CIP component to the main budget module where Budget vs. Actuals by project, sub-project, or project groups are available.
M	Y	Yes, please see the above response.
D	Y	Yes, as indicated above, in addition to having the ability to break down capital costs for the Project, PowerPlan's Decision Package functionality effectively enables the planning of any associated operating impacts (with the ability to distinguish one-time from ongoing) whereby the respective Operating budgets will be updated.
D	Υ	Yes, PowerPlan supports these types of bulk edits.
D	Y	Yes, items including Project Types, Request Reasons, Request Statuses, Capital Cost Categories, and optional Search Groups and Properties are configurable by System Administrators. The Capital Cost Categories can furthermore be defined based on a specific project type.
M	Y	Yes, as mentioned above, project budget data is linked from PowerPlan's DP/CIP component to the main budget module where Budget vs. Actuals by project, sub-project, or project groups are available, both at a summarized and detailed level.
M	Y	Yes, as specified above, PowerPlan's DP functionality supports ranking or prioritizing projects. This ranking functionality is based on user-defined criteria.
М	Y	Yes, per the description above, PowerPlan allows a user to attach external images and/or documents to a DP or Capital Project request.
M	Y	Yes, in addition to being able to include a detailed Description (for report printing purposes), PowerPlan also allows a user to enter notes (for internal purposes) to a DP or Capital Project request.
	M D D M M M	M Y D Y M Y M Y M Y

Requirement	Value	Comply (Y or N)	Response
Managers should be able to create GL templates that will automatically populate the GL accounts for users, based on the type of project they are creating.	D	Y	Yes, as previously specified, Cost Categories are mapped to GL accounts by System Administrators. Users may, however, override the pre-mapped accounts.
Access to the current year actual costs along with project-to-date actual costs.	М	Y	Yes, PowerPlan supports tracking the actual costs.
Ability to enter start and end dates for projects, along with their "year-identified."	M	Y	Yes, PowerPlan enables a user to specify a Start and End Date for a DP or Capital Project request, and tracks the request year itself.
Unlimited scenario budgeting at the project level.	D	Y	Yes, PowerPlan in general supports an 'unlimited' number of scenarios regardless of whether they are applicable strictly to the Operating budget, to the Capital budget, for both, or for other purposes (e.g., 'What-if' analysis).
Reserve tracking with opening balances, funding requirements, contributions and closing balances for each reserve. Balances should be updated in real-time	D	Y	Yes, PowerPlan meets this requirement provided that these reserves are unique funds or sub-funds.
Ability to associate each project to a project type, asset category, precinct or region for reporting purposes.	M	Y	Yes, PowerPlan's user-defined Property functionality (e.g., precincts, regions, etc.) allows such categorization for data aggregation and reporting.
Associating each project with a status, such as opened, on hold, cancelled, or closed.	М	Y	Yes, as mentioned above, Project Statuses (e.g., open, on hold, closed, etc.) are a configurable area of PowerPlan's Decision Package functionality. Each project is designated as one of these user-defined statuses. Project statuses may be updated individually or in bulk.
Available fields to enter free-form text related to a specific project. This information should be available on reports, if needed.	М	Y	Yes, as referenced previously, PowerPlan allows users to include a detailed project Description (for report printing purposes) and includes a Notes feature whereby users can include project specific commentary (for internal referential purposes).
Ability to relate/associate one project with another. For example, showing that a project precedes or follows another project. This relationship should show up on reports.	D	Y	Yes, PowerPlan offers a few manners in which to identify this project association/relationship. For instance, user-defined project references may be configured and assigned at the project level, and/or a project hierarchy can be established.
Support cost driver-based budgeting including formula driven values.	D	N	No, PowerPlan does not support defining formulas or drivers for capital cost categories. Multiple cost categories can, however, be mapped to a single GL account. Also as an alternative, an Excel file with supporting calculations for a cost category can be attached and saved with the project.
Support increases/decreases to specific line items or project level for forecasting purposes.	M	Y	Yes, PowerPlan supports increasing or decreasing line items at the project level.
PERFORMANCE MEASURES			
Do you have an integrated PM module? Please describe in detail.	M	Y	Yes, PowerPlan is a single integrated solution that supports configuring and managing user-defined Performance Measures as Driver type accounts. These Drivers can be independent measures, can be combined with GL accounts to plan and monitor business performance, and can be used in calculations to prepare budget values. Performance Measures (also referred to as KPI's or Key Performance Indicators) identify changes of actual and/or budget data to assist the user in monitoring these trends and taking appropriate actions. PowerPlan includes a number of comparison methods including the current month's value against the previous month's value, the current month's value against the same month of previous year's value, current year-to-date value against prior year-to-date value, and more.

Requirement	Value	Comply (Y or N)	Response
Is your solution web-based, please explain.	М	Y	Yes, PowerPlan general system users (e.g., department users) would access and utilize a browser-based system and would not require any installed client PC software. However, a few select users designated as System Administrators (typically functional resources of the Finance Department and/or the Budget Office) would in fact require a client/desktop installation in order to utilize PowerPlan's administrative modules including PowerSet (model configuration and administration module) and PowerLink (data interfacing module). These System Administrators may still, however, perform their routine PowerPlan user functions including budgeting, analysis and reporting, via the browser-based PowerPlan system.
Describe how your PM module interacts with the rest of your budgeting tool.	М	Y	Yes, as described above, PowerPlan's Performance Measurement functionality is fully integrated and does not exist as a separate system module.
Allow users to create an unlimited number of Performance Measurement Programs / Service Areas	М	Y	Yes, System Administrators or users with the applicable privileges can create Performance Measures as needed. PowerPlan does not limit the number of Driver accounts that can exist within the model. The role of end users (e.g., department users) with respect to these Performance Measures or KPI's, however, is to input, edit, view and monitor the associated data.
Allow users to create an unlimited number of individual Performance Measures - i.e. crime rate, population, Total Assessment, etc.	M	Y	Yes, please see the above response.
Allow Performance Measures to be grouped into Performance Programs / Services	D	Y	Yes, Performance Measures can be grouped by Programs, Service Areas, Departments or can exist as independent or stand alone elements.
Allow Performance Measures NOT to be grouped into Performance Programs / Services. Some Performance Measures will exist on their own and not belong to a Program or Service Area	D	Y	Yes, please see the above response.
Create Scorecards of Performance Measures	М	Y	Yes, PowerPlan supports scorecards with objective measures; however, a more in-depth understanding of the County's requirements are needed in order to determine whether PowerPlan can fully satisfy the functionality sought in this area.
Describe the number and type of Units of Measures available in your solution.	М	Y	Yes, as described earlier, PowerPlan is a single integrated solution that supports configuring and managing user-defined Performance Measures as Driver type accounts. PowerPlan does not limit the number of Driver accounts and allows some to be handled as independent measures, some to be combined with GL accounts to plan and monitor business performance, and some to be used in calculations to prepare budget values. Examples of independent measures may include FTE, Census, No. of Citations Issued, No. of Calls Dispatched, etc., whereas measures that are being combined with GL accounts may consist of Average Cost per Call Dispatched, Average Expense per FTE, etc. The units of measures supported include number, percent, and dollar or currency.
Can each individual Measure have its own target?	М	Y	Yes, a 'Target' or 'Benchmark' type scenario can be established. We recommend, however, to optimize effective use of PowerPlan's functionality in this area that only the measures which can be planned and the actual data monitored be managed within the model.

Requirement	Value	Comply (Y or N)	Response
How often can data for targets be entered	М	Y	Yes, both plan data (targets) and actuals can be entered and compared on a Monthly basis.
Can we establish Thresholds for each measure?	М	Y	Yes, similar to having a 'Target' or 'Benchmark' type scenario, a 'Threshold' scenario can be established. Again, to optimize effective use of PowerPlan's functionality in this area, it is recommended that only the measures which can be planned and the actual data monitored be managed within the model.
Describe the number and type of Thresholds and how they work	М	Y	Yes, typically a single threshold value per measure can be entered and compared on a Monthly basis.
Can we make each threshold color coded - green = good, red = critical, etc.	D	N	No, PowerPlan does not support color coding thresholds. As an alternative, however, the County may consider numeric coding.
Can revenue and expense data be integrated to minimize manual input?	D	Y	Yes, since the measures are treated as Drivers or Ratio type accounts (PowerPlan's non-G/L accounts), they can certainly be combined in calculations with revenue and expense accounts.
What type of Dashboard functionality is associated with your Performance Measures product?	M	Y	Since the Performance Measures are treated as Drivers or Ratio type accounts, they (no differently than Financial accounts) can be displayed on the Dashboard.
How do you notify staff there input is needed for a particular Measure?	М	Y	PowerPlan's Email functionality can be utilized to notify users that their input is needed and PowerPlan's Notes feature can be utilized to explain the input value.
Some of our measures are simple - population, however some of our measures are more complex and require mathematical calculations. Describe how your solution can handle this.	М	Y	PowerPlan encompasses flexible formula building functionality whereby any account (Financial, Driver, Ratio) can be established as a 'calculated' value and can have a corresponding formula, whether simple or complex. For example, to configure a Ratio for the 'Average Cost per Call Dispatched', the model would consist of a Driver account such as No. of Calls Dispatched (whereby the value is either input directly into PowerPlan or is imported), a financial account such as Dispatched Call Expenses that is calculated, then would utilize these two accounts to build the Ratio's formula (e.g., Average Cost per Call Dispatched = Dispatched Call Expenses / No. of Calls Dispatched).
Our Performance Measures Programs each have a logic model associated with them. Where in your tool can we replicate the logic model.	M	TBD	We are unable to provide a definitive response to this inquiry and would require an understanding of the logic in order to determine whether it could be replicated within PowerPlan utilizing the system's formula and calculation functionality.
Much of our data resides on spreadsheets (Excel). Can we import our Performance Measures data into your tool from Excel?	М	Y	Yes, data can be imported from Excel although the most flexible manner in which to move data into PowerPlan is to utilize PowerLink and import a delimited text file.
Describe how your security model works for Performance Measures?	М	Y	Since the Performance Measures are treated as Drivers or Ratio type accounts, the same user security rules are applicable whereby account and department level security applies to these measures. Users can only see the data for which have been granted access.
Does your PM module support customer entered data fields?	М	Y	Yes, Driver accounts may be set up such that they are updateable fields for users or may be restricted to updates by only the Budget Office. If the Drivers are utilized in formulas, once values are populated the corresponding budgets will be calculated.

Requirement	Value	Comply	Response
Does you PM module support statistical ledgers	D	Y Y	Yes, PowerLink facilitates all data transfers between PowerPlan and other systems. Just as financial data can be moved from the GL into PowerPlan, data from Statistical Ledgers can also be imported. Similarly, just as financial datasets can be exported from PowerPlan into a delimited text file (generally for the purpose of feeding back into the GL), Performance Measures data can also be extracted, if applicable, for the purpose of uploading back into the Statistical Ledger.
Can data be entered into the Statistical Ledger on a Monthly, Quarterly and Annual basis?	D	Y	Yes, as indicated earlier, data (both plan and actuals) can be entered and compared on a Monthly basis. Analysis on a Quarterly or Annual basis is also supported.
Describe the benefits of your solutions Statistical Ledgers component	М	Y	Users have the ability to track and monitor meaningful business drivers within PowerPlan. It is recommended that users limit their Performance Measures to those items whereby actuals can be captured and measured against plan or target values.
Technical Requirements			
Requirement	Value	Comply (Y or N)	Response
Supports the use of specific business rules with related workflow capability.	D	Y	Yes, PowerPlan is a fully configurable solution whereby the System Administrators, typically functional resources of the Finance Department or Budget Office, use the PowerSet module (a non-technical interface) to configure and administer the entire PowerPlan model and relevant set of business rules. PowerPlan will accommodate Fort Bend County's organizational hierarchies/rollups and will consolidate data on the basis of Lawson's various defined levels (e.g., Funds, Departments, Divisions, Projects, etc.) as well as by accounts (Objects) and account groupings. The System Administrators also establish the budgetary rules such as designating certain accounts as 'input' type, others as 'calculated' whereby input is not allowed, and limiting data entry for some accounts to specific user groups. PowerPlan supports an 'unlimited' number of scenarios, which are configurable to accommodate the County's versioning requirements, budget stages, and/or what-if analyses, and includes inherent workflow functionality that tracks progress, completion, and review status of budgets per scenario across the organization's hierarchy.
Supports the modification of data field labels to tailor the field utilization to our terminology without the need for custom programming or a unique product distribution.	M	Y	Yes, PowerPlan allows the System Administrators to redefine certain fields for data viewing and/or reporting (e.g., account descriptions, report labels, etc.). These modifications do not require IT or programming functions.
Supports the modification of screens to add additional data fields without the need for custom programming or a unique product distribution.	M	Y	Yes, PowerPlan is flexible and allows the System Administrators and other users with applicable privileges to configure reports and to modify them as needed (e.g., remove and/or include additional datasets, restructure columnar format, calculate datasets, etc.) on a go-forward basis. These modifications do not require IT or programming functions.

Requirement	Value	Comply (Y or N)	Response
Supports a two-way interface between Lawson Financials (please explain)	M	Y	Yes, PowerPlan's standard data import/export module, PowerLink, manages all incoming and outgoing data to support exchanging data with any other system, including Lawson. PowerLink is used to accommodate the initial data loads (e.g., chart of accounts, organization hierarchy, payroll tables, position/employee data, historical data and current data including transaction details if applicable) and facilitates periodic or routine data imports initiated as an on-demand and/or as a scheduled and automated process. For example, the County may wish to import Actuals, Encumbrances, and Amended Budget monthly, weekly, or nightly. As data is imported into PowerPlan, any new accounts and/or business units found in the Lawson source data file are detected and added to an 'unlinked' list for automatic chart of account validation. A System Administrator (within PowerSet) then links the new accounts and/or entities within the PowerPlan model using simple 'drag and drop' functionality. Just as any source data (e.g., Actuals, Encumbrances, Amended Budget, Personnel details, Metrics data, etc.) may be imported into PowerPlan, any existing PowerPlan data set (e.g., Final or Adopted Budget) may be extracted from PowerPlan into a delimited text file using PowerLink and subsequently imported back into Lawson.
Provides a means to export data into a standard csv or Excel format	M	Y	Yes, any desired PowerPlan dataset(s) may be exported in a number of formats including but not limited to Excel and a standard CSV format. As mentioned immediately above, PowerLink will facilitate extracting data from PowerPlan into a delimited text file for the effective use of re-importing the data back into Lawson.
Compatible with Windows 7 and Windows 10?	М	Y	Yes, please refer to the 'Technical Specifications' section of this Tab 1 - Technical Response.
Compatible with Windows Server 2012 or higher?	M	Y	Yes, please refer to the 'Technical Specifications' section of this Tab 1 - Technical Response.
Compatible with current versions of Internet Explorer, Firefox, Safari and Google Chrome? (if not, please explain)	M	Y	Yes, please refer to the 'Technical Specifications' section of this Tab 1 - Technical Response.
Utilizes Microsoft SQL Server 2012 or 2014?	M	Y	Yes, please refer to the 'Technical Specifications' section of this Tab 1 - Technical Response.
Compatible with Microsoft Office 2010 or higher?	M	Y	Yes, PowerPlan is compatible with MS Office 2010 and higher.
Supports SQL Server Reporting Services or Crystal Reports reporting technology.	М	Y	PowerPlan includes an inherent reporting functionality which is utilized by all customers, generally in lieu of using SQL Server Reporting Services or Crystal Reports. However, should Fort Bend County require the ability to report PowerPlan data through Crystal Reports, the PowerPlan technical team will share the database schema and will provide guidance.
Provides scalable framework to support growth in users and data.	D	Y	Yes, PowerPlan is scalable. Existing customers range from having 2 – 500 named users and maintain a significant number of sizable datasets. We do not anticipate any issues with effectively handling the County's current or future usage needs.
Supported in a Virtualized environment utilizing Hyper-V technology?	D	Y	Yes, PowerPlan is supported in a virtualized environment utilizing Hyper-V technology.
Platform - is the proposed solution available as on-premise, SaaS or both options?	D	Y	PowerPlan Corporation is proposing to Fort Bend County an On-premise customer hosted solution, as we believe that this option offers the most benefit at the least cost.

Requirement	Value	Comply (Y or N)	Response
Supports an e-mail based notification system based on SMTP configuration	D	Y Y	Yes, please refer to the 'Technical Specifications' section of this Tab 1 - Technical Response.
Supports role-based security based on user permissions and groups for access to respective data viewing, updating and reporting.	М	Y	Yes, budget development and data access within PowerPlan is tightly secured and is available only to authorized system users based on valid login credentials and individual security profiles. User security includes a specified set of access rights (e.g., read/write, read only, or a combination thereof), organizational level access (e.g., Funds, Departments, Divisions, Projects/Grants) and account level access (e.g., applicable Expense and/or Revenue Object Codes). The Personnel/Payroll and CIP components have additional security levels whereby users presumably have no access until granted otherwise.
Supports integration with Microsoft Active Directory for single signon	D	Y	Yes, PowerPlan includes integration with Microsoft Active Directory to help streamline the maintenance of user logins when utilizing PowerPlan as an On- premise/local solution (as being recommended for Fort Bend County).
Supports system administrator's ability to restrict user access at various stages of the budget process and/or to different budget versions.	M	Y	Yes, PowerPlan is an effective multi-user budget development system that supports an 'unlimited' number of scenarios configurable to accommodate the County's versioning requirements, as well as to satisfy performing 'what-if' analysis. Administrative users manage scenarios to ensure a controlled environment. A single scenario and fiscal year or multiple scenarios and fiscal year(s) may be open to the users for data updates while other scenarios and years are locked down and available in a read-only manner, or some datasets may even be designated as hidden whereby only a selected set of users have visibility. In addition to being able to control budget changes at specific stages or phases in the budget development process, System Administrators also have the ability to perform complete user lockout.
Provides access to audit history/reports to clearly document changes in data	M	Y	Yes, PowerPlan includes inherent Audit Trail functionality which has been designed to log all configuration changes to the model as well as to capture all data changes at the Account and Entity or business unit level. The log identifies the before and after values by user, date and timestamp.
System administrator can maintain and update user accounts and related security roles	M	Y	Yes, System Administrators configure and control PowerPlan scenarios, user security, workflow stages and user roles.
System administrator can see all activity by users including last login, last change date of data, reports submitted, etc.	D	Y	Yes, as mentioned above, PowerPlan includes an inherent Audit Trail feature. The functionality logs various user actions in addition to capturing data specific changes. Some of these actions include user logins, changes to user preferences, displaying datasets or reports, modifying or saving attachments, splitting positions if authorized to do so, and more.

Requirement	Value	Comply	Response
Supports system administrator's ability to selectively lock line items to prevent changes	M	Y Y	Yes, as mentioned earlier, the System Administrators establish budgetary rules such as designating certain accounts as 'input' type and others as 'calculated' whereby input is not allowed. Some accounts may be set up such that only selective users such as Budget Staff may update values for any budget center. Furthermore, accounts that are mapped/associated with payroll calculations or capital cost categories, or are being populated based on system allocations, are flagged and designated as 'read only' type accounts to prevent inadvertent data entry.
Are any add-ons, downloads, etc. (i.e., Java runtime) required on the client computers?	D	Y	There are no separate add-ons or downloads required. PowerPlan's installation package is all-inclusive.
Provide user and technical documentation in an electronic format. (online)	M	Y	Yes, the PowerPlan team delivers to every client a standard set of documentation including a comprehensive Process Analysis Report, an IT Guide, a general System Administrator Guide, and a general User Guide. The standard System Administrator and User Guides can be further customized for Fort Bend County as needed. The PowerPlan software is also installed with an online help file which contains documentation for all modules and functionality, and wherever possible each area includes context-sensitive help so that the user need only press <f1> to display the related help topic.</f1>
Provide online contextual help available within the Budget Software.	D	Y	Yes, please see the above response.
Provide an outline regarding how future software support and upgrades will be addressed.	M	Y	Yes, please refer to the 'Software Releases' and 'Support Services' sections of the ensuing Tab 4 - PowerPlan Implementation Approach and Work Plan included herein.

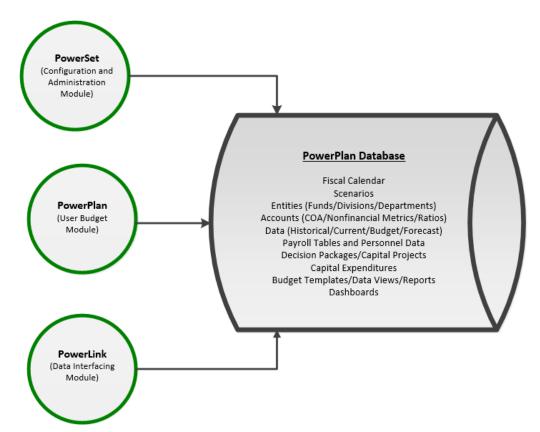
PowerPlan Solution Overview

PowerPlan is fully configurable, easy-to-use, and integrates budgeting, forecasting, reporting and data analysis capabilities. The PowerPlan solution is an exceptional fit for the public sector – providing all the functionality needed to formulate the Operating Budget, including generating detailed Personnel Projections and Staffing Costs by position and/or employee, building comprehensive yet structured Decision Package requests, preparing the Capital Plan and linking it with the Operating Budget, performing What-If or Scenario Analysis, creating Forecasts and developing Multi-Year Plans.

PowerPlan is flexible to support ongoing changes to the model and/or to allow for procedural budget changes when applicable, and provides users with an easy-to-use and intuitive interface. PowerPlan serves as an effective simultaneous multi-user system whereby budget development and data access is available to authorized system users based on individual security profiles.

PowerPlan includes inherent Audit Trail functionality which has been designed to log all configuration changes to the model, identify non-data submission actions, as well as capture all data changes at the Account (object) and Entity (cost center) level. The audit log identifies the before and after values by user, date and timestamp.

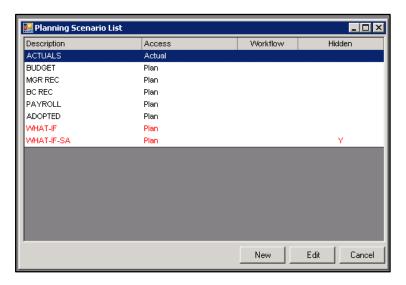
The PowerPlan fully integrated solution consists of the following three distinct modules/installation components; PowerSet, PowerPlan and PowerLink as follows:



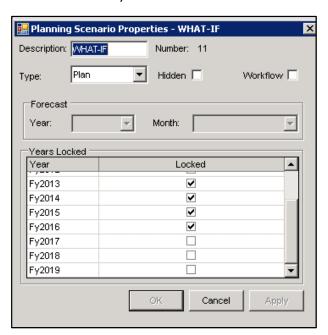
PowerPlan Model

PowerPlan has the provision to import up to twenty (20) years of historical data, allows up to fifteen (15) future years to be enabled for the Operating Budget, accommodates up to forty (40) future years for the Capital Plan, and supports an 'unlimited' number of Scenarios.

The relevant **Scenarios** (e.g., Actuals, Department Requests, Recommended, What-If, etc.) are configured to accommodate the existing budget processes, versioning requirements, and budget vs. actual tracking and reporting needs. A sample list is shown below.

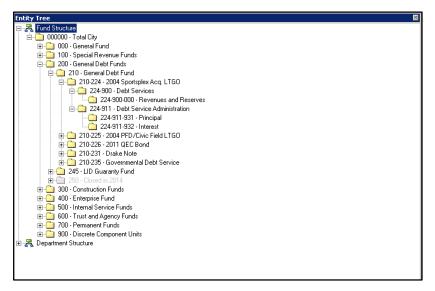


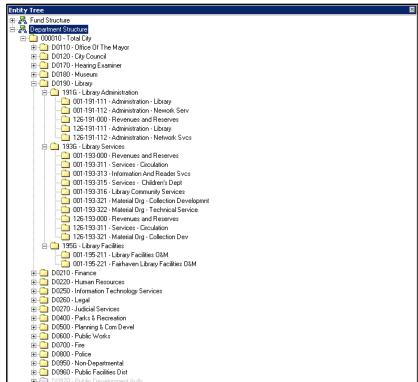
Scenarios are managed (version control) by the client's Administrative Users, also commonly referred to as the PowerPlan System Administrators. For instance, a single scenario or multiple scenarios may be active and open to the users for data updates, while other scenarios are designated as 'Locked' to prevent further updates and to ensure that the data is available to users in a *read-only* manner. Scenarios may also be designated as 'Hidden' whereby only a select set of users have visibility to the corresponding data sets. Inherent workflow functionality is available to support a multi-tiered approval process, and can be enabled for any scenario.



The client's Chart of Accounts is represented in PowerPlan by **Entities** and **Accounts** with an ability to enable additional dimensions if necessary. Funds, departments, divisions and cost centers, for example, are typically designated as Entities. PowerPlan supports creating multiple entity structures to accommodate various data consolidations.

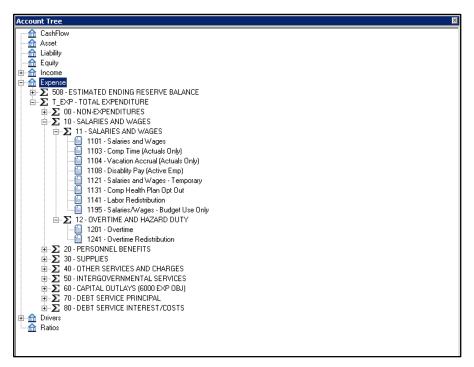
Below are samples of a Fund hierarchical structure vs. a Department hierarchical structure.





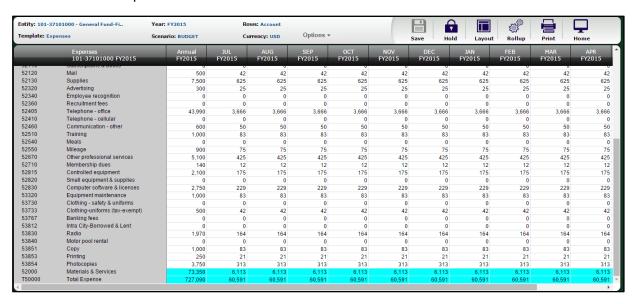
The objects are designated as Accounts. The account tree is also presented in a hierarchical manner starting first with a structure description (e.g., Expense), followed by total accounts (e.g., Total Expenditures) then sub-total accounts (e.g., Salaries and Wages, Personnel Benefits, Supplies), etc. Whenever possible, accounts should be organized hierarchically to make use of PowerPlan's QuickSum feature. Irrespective of hierarchical grouping, however, account relationships are created through formulas.

Below is a sample of an Expense account structure and the applicable groupings/formulas.



Operating Budget Preparation

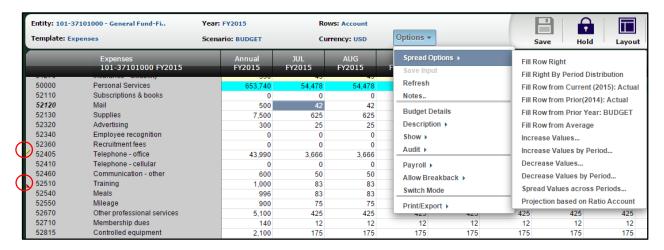
PowerPlan offers intuitive and configurable grid-based budget templates. Department or cost center specific accounts may be made available to the budget manager to narrow the list and include only items that are relevant to the user. This capability provides users with an efficient budget template to accommodate their specific needs.



Standard data input functionality and various data spread options are utilized to prepare the Operating budgets, while features such as Budget Details and Notes are used to provide supporting details and to include and/or attach narrative as justification.

End User Data Entry

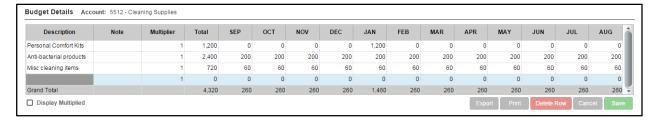
The menu below shows the various data spread options available to users.



The yellow flag reflected on the above screen indicates that the account contains Notes and the red flag indicates that the account contains Budget Details.

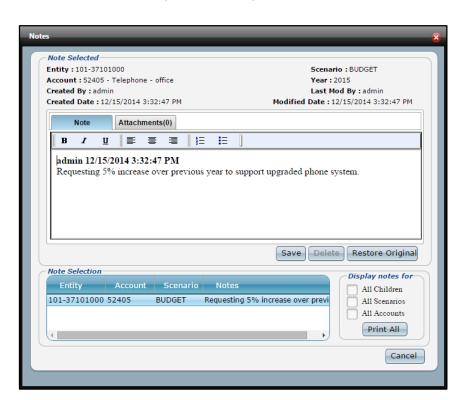
Budget Details Feature

Users have access to a Budget Details feature to incorporate detailed line items that support account level budgets. Budget Details can subsequently be viewed online and/or can be printed on reports.



Notes Feature

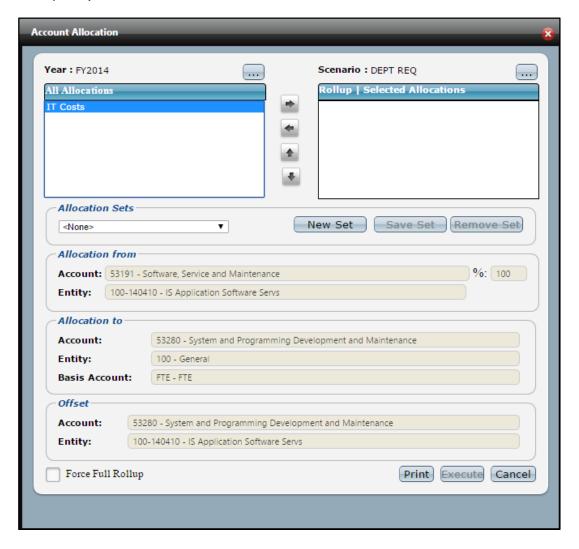
Users may utilize the Notes feature to either manually add comments and/or to attach external documents as justification during the planning process. Notes are saved on the basis of entity, account, year, scenario, user, date and timestamp. As with Budget Details, these Notes may be viewed online and/or can be printed on reports.



Allocations (Internal Service Providers)

The budgeting process sometimes involves having certain internal or overhead costs allocated or distributed throughout the organization. A common example is whereby the Information Technology department develops a detailed Operating budget, similar to the process all other departments follow, yet this IT budget ultimately gets allocated out to a number of receiving business units on some predetermined basis (e.g., Headcount or FTE's, Number of PC's, Square Footage, etc.).

PowerPlan's Account Allocation tool facilitates performing these internal cost allocations. In order to establish an allocation, PowerPlan requires the designation of 1) an Allocate From Account and Entity that represents the source or pool amount to be distributed, 2) an Allocate To Account and Entities to establish the destination of the allocation, 3) a Basis Account that will be used in considering the calculated amount to impact each destination, and 4) the Offset Entry details (Account and Entity where Credit impacts).



Personnel and Payroll Budgeting

PowerPlan's personnel planning component offers flexibility and features that surpass other systems in its class. Basic payroll data (e.g., Payroll Calendar, Job Codes, Pay Grades, etc.) is imported from the Payroll/Human Resource system to populate the base payroll tables. Position/employee data (e.g., employee roster, authorized vacant positions, and position or employee specific benefits) is subsequently imported to establish initial personnel records and/or to update existing records for any budget scenario.

PowerPlan's payroll budgeting features enable the following:

- Manage and maintain supporting data for payroll budget accounts
- Budget on a per pay period basis
- Maintain pay schedules and validate pay rates against schedules
- Plan for Step/Pay Increases based on anniversary date or at other appropriate times
- Allocate positions amongst multiple funds/departments/cost centers
- Budget authorized filled and vacant positions
- Analyze the savings associated with frozen positions
- Plan for new hires (individual or grouped positions), permanent or partial year
- Support forecasted budgets with FTE/headcount details
- Perform What-if Analysis assuming various business scenarios or labor agreement terms
- Support payroll computations (FICA, Workers' Comp, Retirement, Healthcare, etc.)
- Categorize positions/employees by class (bargaining unit) and retain class history
- Plan organization wide changes, class and/or job specific changes (COLA, Retirement, etc.)
- Manage employee-specific events/benefit codes (Healthcare Eligibility, Retirement Tier, etc.)
- Access detailed position/employee information based on multiple levels of security

FTE Analysis:

Ť	Description	ANNUAL FY2015-PAYROLL	JAN FY2015	FEB FY2015	MAR FY2015	APR FY2015	MAY FY2015	JUN FY2015	JUL FY2015	AUG FY2015	SEP FY2015	OCT FY2015	NOV FY2015	DEC FY2015
+	D0110 Office Of The Mayor	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00
+	D0120 City Council	6.75	6.75	6.75	6.75	6.75	6.75	6.75	6.75	6.75	6.75	6.75	6.75	6.75
ŧ	D0170 Hearing Examiner	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50
ŧ	D0180 Museum	10.93	10.93	10.93	10.93	10.93	10.93	10.93	10.93	10.93	10.93	10.93	10.93	10.93
ŧ	D0190 Library	44.68	44.68	44.68	44.68	44.68	44.68	44.68	44.68	44.68	44.68	44.68	44.68	44.68
ŧ	D0210 Finance	21.48	21.48	21.48	21.48	21.48	21.48	21.48	21.48	21.48	21.48	21.48	21.48	21.48
ŧ	D0220 Human Resources	12.75	12.75	12.75	12.75	12.75	12.75	12.75	12.75	12.75	12.75	12.75	12.75	12.75
ŧ	D0250 Information Technology Services	23.80	23.80	23.80	23.80	23.80	23.80	23.80	23.80	23.80	23.80	23.80	23.80	23.80
ŧ	D0260 Legal	12.50	12.50	12.50	12.50	12.50	12.50	12.50	12.50	12.50	12.50	12.50	12.50	12.50
ŧ	D0270 Judicial Services	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00
ŧ	D0400 Parks & Recreation	81.61	81.61	81.61	81.61	81.61	81.61	81.61	81.61	81.61	81.61	81.61	81.61	81.61
ŧ	D0500 Planning & Com Devel	39.94	39.94	39.94	39.94	39.94	39.94	39.94	39.94	39.94	39.94	39.94	39.94	39.94
ŧ	D0600 Public Works	239.69	239.69	239.69	239.69	239.69	239.69	239.69	239.69	239.69	239.69	239.69	239.69	239.69
ŧ	D0700 Fire	154.22	154.22	154.22	154.22	154.22	154.22	154.22	154.22	154.22	154.22	154.22	154.22	154.22
ŧ	D0800 Police	168.28	168.28	168.28	168.28	168.28	168.28	168.28	168.28	168.28	168.28	168.28	168.28	168.28
†	D0970 Public Development Auth	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75
	000010 Total City	841.99	841.99	841.99	841.99	841.99	841.99	841.99	841.99	841.99	841.99	841.99	841.99	841.99

Compensation Expenses Analysis:

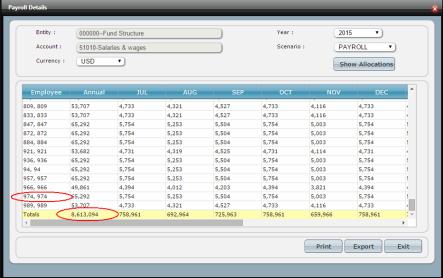
†	Description	ANNUAL FY2015-PAYROLL	JAN FY2015	FEB FY2015	MAR FY2015	APR FY2015	MAY FY2015	JUN FY2015	JUL FY2015	AUG FY2015	SEP FY2015	OCT FY2015	NOV FY2015	DEC FY2015
	1101 Salaries and Wages	55,497,238	4,623,506	4,623,784	4,623,784	4,623,784	4,624,109	4,624,571	4,624,571	4,624,731	4,624,997	4,626,144	4,626,240	4,627,018
	1121 Salaries and Wages - Temporary	240	20	20	20	20	20	20	20	20	20	20	20	20
+	SALARIES AND WAGES	55,497,478	4,623,526	4,623,804	4,623,804	4,623,804	4,624,129	4,624,591	4,624,591	4,624,751	4,625,017	4,626,164	4,626,260	4,627,038
	1201 Overtime	4,800,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000
ŧ.	OVERTIME AND HAZARD DUTY	4,800,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000
+	SALARIES AND WAGES	60,297,478	5,023,526	5,023,804	5,023,804	5,023,804	5,024,129	5,024,591	5,024,591	5,024,751	5,025,017	5,026,164	5,026,260	5,027,038
+	2101 Personnel Benefits	21,347,029	1,779,525	1,779,557	1,779,557	1,779,557	1,779,595	1,779,649	1,779,649	1,779,668	1,779,699	1,779,319	1,777,883	1,773,372
	2103 Fire Life Insurance	57,942	4,828	4,828	4,828	4,828	4,828	4,828	4,828	4,828	4,828	4,828	4,828	4,828
	2108 Police Disability Insurance	76,335	6,361	6,361	6,361	6,361	6,361	6,361	6,361	6,361	6,361	6,361	6,361	6,361
	2120 Pension Contributions	1,452	121	121	121	121	121	121	121	121	121	121	121	121
ŧ.	PERSONNEL BENEFITS	21,482,758	1,790,836	1,790,868	1,790,868	1,790,868	1,790,906	1,790,960	1,790,960	1,790,978	1,791,009	1,790,629	1,789,194	1,784,683
ŧ	PERSONNEL BENEFITS	21,482,758	1,790,836	1,790,868	1,790,868	1,790,868	1,790,906	1,790,960	1,790,960	1,790,978	1,791,009	1,790,629	1,789,194	1,784,683

Payroll Details

Staffing budgets can be prepared for each position/employee on a pay period by pay period basis. These budgets are consolidated at the GL account or object levels and map to the appropriate departments (based on home cost center vs. allocated splits) and fiscal periods.

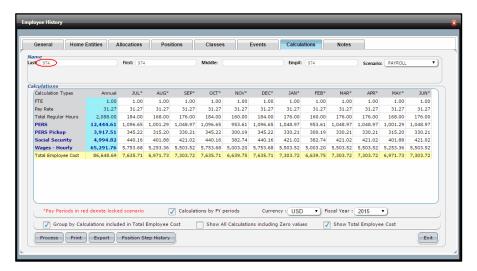
Payroll details can be viewed for any of the mapped accounts. The screens below illustrate the ability to view the position/employee details of the salaries and wages account.





Payroll Calculations

The following screen displays the budgeted salary and wages occurring at the detailed position/employee record level.

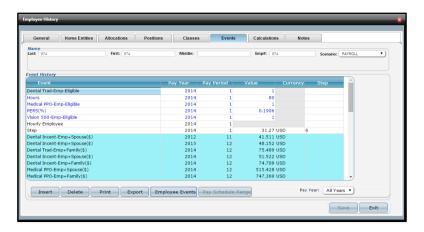


Payroll Events

Events are maintained at the detailed position/employee level. Most events (e.g., Workers' Compensation %, Retirement %, etc.) are recurring and therefore are budgeted for each pay period until specified otherwise. A few events (e.g., bonus), however, may be configured as non-recurring and subsequently will apply only to a specific pay year and pay period. Events within PowerPlan are the elements of corresponding payroll calculations.

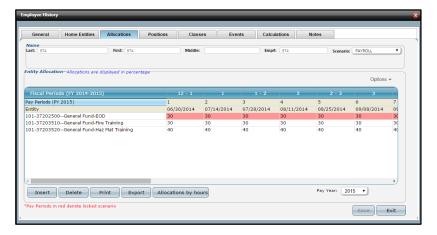
Certain position-specific event values (e.g., Hours, Pay Step or Rate, etc.) are imported or input when the personnel record is created. Other events (e.g., FICA %, FICA Limit, COLA %, etc.) generally have a more global impact and are therefore handled via PowerPlan Class Template functionality.

Per the sample screen shown below, Employee or Position specific payroll events and their corresponding values are shown in white, whereas Global or Template applied payroll events are reflected in the highlighted section.



Payroll Allocations

Positions and/or employees can be allocated amongst multiple cost centers. These FTE splits may be handled via an import file or can be managed directly within PowerPlan. Splits may be on the basis of percentages or number of hours. PowerPlan will, however, prevent a position from inadvertently being under or over allocated. The example below assumes use of percentages whereby the employee is allocated 30% to one cost center, 40% to another, with the remaining 30% impacting her Home Entity. Budgeted compensation is distributed in accord with the defined split (if applicable).



Decision Packages/CIP

The Decision Package component is a comprehensive tool used to plan for Capital Improvement Projects and other specific budget package types requiring distinct review and management approvals (e.g., Supplemental Requests, New Initiatives, Grants, Personnel Additions and/or Reductions, etc.).

A Decision Package (hereafter referred to as DP) is a budget request which may cover a single year or may span multiple fiscal years (up to 40). Decision Package types are configurable and each type may consist of capital costs, financing/funding sources, personnel, one-time vs. ongoing operations and maintenance components, project evaluation and justification criteria.

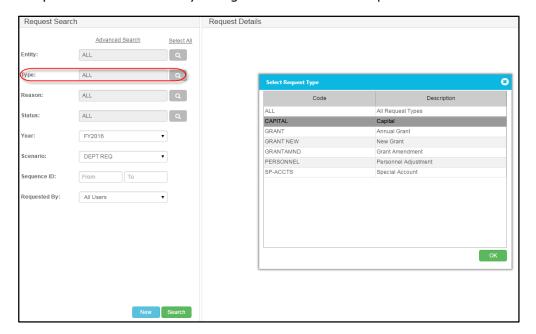
Each DP (e.g., Capital Project) can be prepared for various cost categories which are associated with GL accounts. Once a project is approved and a project number is established in the GL, the project budget data is linked from PowerPlan's DP/CIP component to the main budget module where Budget vs. Actuals by project, subproject, or project groups are available. An inherent Notes feature is available within both the DP and main budget module to support the inclusion of written narrative and/or external attachments.

PowerPlan's Decision Package functionality supports:

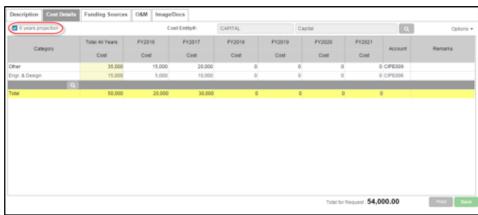
- Creating and categorizing requests
- Defining supporting details for requests
- Monitoring, modifying and approving the status of requested items
- Providing reports in detail or at a summary level

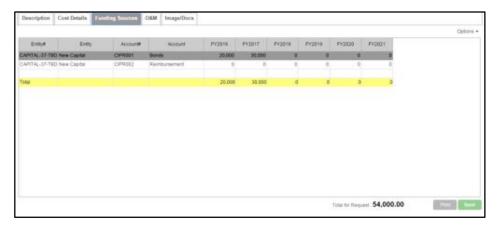
In addition to standard search fields including Entity (business unit), Fiscal Year, Scenario, Request Code, Name, Type, Reason, and Status, optional Search Groups and Properties are available to group requests on the basis of user-defined criteria and/or to categorize requests based on common project attributes. When utilized, the users may narrow their search for requests based on these specialized groupings.

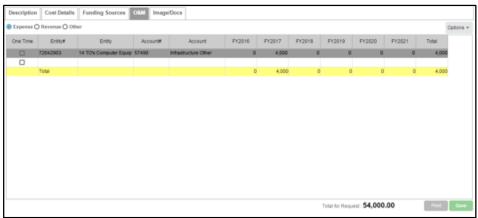
A few screen samples of DP functionality being utilized for a CIP request ensue.











Data Views and Reporting

PowerPlan functions as a centralized reporting hub for financial and non-financial data, generally reducing and/or eliminating the need to internally circulate hard-copy reports. PowerPlan serves as a trusted key information source for users (based on individual user security) and facilitates data analysis and reporting at detailed and summarized levels.

PowerPlan's internal reporting tool is flexible, includes a number of standard/pre-configured report formats, and supports ad-hoc report configuration. A 'report' within PowerPlan is simply a group of accounts and/or entities set up as rows (with optional formatting applied) and a corresponding columnar format which designates the desired datasets.

A few of PowerPlan's standard report formats include ANNUAL, MONTH, SCENARIO, STATEMENT, VARIANCE, and more. Since reports are fully configurable, any existing format may be modified as needed or can be deleted by Administrative Users and/or other PowerPlan users with the applicable privileges, and additional reports configured as desired.

The following PowerPlan views represent only a few samples of how data may be displayed.

Budget Overview: (Expenditure Objects)

Entity: 000000 - Total Fund Account: Group Custom Dims: All		, , , , , , , , , , , , , , , , , , , ,		ows: Account Options *	Hold Layo	- 01	Print Home	
Description	FY2013 ACTUALS	FY2014 ACTUALS	FY2015 ORIGINAL	FY2015 CURRENT	FY2015 YTDACTUALS	FY2016 DEPT_REQ	FY2016 FYRECOMMEND	
001107 TEMP LABOR-SEA SONAL HELP	191,966	125,815	165,378	191,890	59,998	118,254	212,654	
001109 CELL PHONE STIPEND	192,413	208,438	245,840	246,400	147,499	252,960	243,960	
001110 OVERTIME	3,865,123	4,394,737	4,288,358	4,332,697	2,630,534	4,392,800	4,388,924	
001112 ON-CALL SUPPLEMENT	14,091	13,503	14,560	14,560	9,380	14,560	14,560	
001113 FTO	57,434	56,691	108,000	108,000	50,744	96,800	106,800	
001114 CERTIFICATIONS	161,708	163,458	182,879	182,879	121,651	187,396	192,797	
001115 OT-SO PARK PATROL	696	1,687	4,000	4,000	507	0	2,500	
001116 CIT SUPPLEMENT	27,897	29,546	36,000	36,000	22,433	32,999	32,999	
001117 VOLUNTARY DUTY PAY	516,897	484,344	0	46,066	46,516	0	0	
001118 EXTRA DUTY PAY	370,957	438,793	0	2,662	2,662	0	0	
001125 LONGEVITY PAY	0	899,759	1,043,668	1,043,668	384,607	1,079,393	1,075,337	
001130 MERIT, RETENTION & RECRUITING	0	0	907,420	231,500	0	0	224,129	
001150 ELECTION JUDGES/CLERKS	375,279	491,770	550,000	630,000	395,694	700,000	700,000	
001151 CSR SALARIES	63,442	61,899	70,000	70,000	41,185	70,000	70,000	

General Fund Review: (Total Expenses by Cost Center)

Entity: 0100 - GENERAL FUND Account: T50000 - TOTAL EXPENSE Custom Dims: All		Format: Wilco Budget PDF Scenario: DEPT_REQ	Level: 1 Currency: USD	Rows: Entity Options ▼		ayout Rollup	Print Home
Description	FY2013 ACTUALS	FY2014 ACTUALS	FY2015 ORIGINAL	FY2015 CURRENT	FY2015 YTDACTUALS	FY2016 DEPT_REQ	FY2016 FYRECOMMEND
01-0100-0435 DISTRICT COURTS	2,375,9	47 2,491,761	2,274,446	2,273,648	1,501,845	1,750,281	1,776,677
01-0100-0436 26TH DISTRICT COURT	232,8	78 246,242	253,004	261,835	171,194	242,518	253,374
01-0100-0437 277TH DISTRICT COURT	226,8	07 242,766	254,032	254,071	156,210	277,305	261,624
01-0100-0438 368TH DISTRICT COURT	237,2	81 253,287	253,898	253,931	156,809	239,164	253,711
01-0100-0439 395TH DISTRICT COURT	229,2	02 243,601	249,950	249,999	160,596	252,598	262,350
01-0100-0440 DISTRICT ATTORNEY	2,638,5	89 2,874,205	3,152,836	3,153,799	1,971,311	3,854,851	3,319,950
01-0100-0441 425TH DISTRICT COURT	207,9	87 231,341	244,754	244,783	154,317	238,846	252,614
01-0100-0450 DISTRICT CLERK	1,608,5	44 1,559,562	1,777,189	1,777,189	1,057,453	1,852,620	1,839,219
01-0100-0451 J.P. PRECINCT 1	834,2	44 850,718	854,496	863,326	543,746	1,006,667	936,650
01-0100-0452 J.P. PRECINCT 2	782,2	30 799,642	928,550	928,252	532,601	1,010,524	949,978
01-0100-0453 J.P. PRECINCT 3	1,034,5	91 1,119,060	1,198,706	1,228,706	781,384	1,174,403	1,245,126
01-0100-0454 J.P. PRECINCT 4	982,0	83 997,309	1,014,515	1,014,295	651,448	2,013,160	1,076,453
01-0100-0475 COUNTY ATTORNEY	3,443,3	43 3,869,048	4,276,131	4,379,696	2,676,313	4,804,003	4,589,918
01-0100-0476 PERSONAL BOND OFFICE	94,9	64 97,163	105,042	108,282	66,445	170,144	163,545
01-0100-0477 MAGISTRATE OFFICE		0 0	0	0	0	652,849	665,954
01-0100-0491 BUDGET OFFICE	199,2	17 189,200	219,383	227,959	142,791	228,519	228,028
01-0100-0492 ELECTIONS	1,296,7	37 1,708,982	1,715,980	1,718,034	883,148	1,894,300	1,838,312
01-0100-0494 PURCHASING DEPT	581,2	10 540,094	631,035	617,691	326,906	768,898	721,697
01-0100-0495 COUNTY AUDITOR	2,051,8	09 2,157,213	2,404,259	2,404,558	1,391,944	2,299,310	2,441,097

Revenue & Expense Summary: (Administrative User Analysis)

Entity: 0100 - GENERAL FUND	Year: FY2016	Format: Budget P	rogression L	evel: 1 Ro	WS: Account	<u> </u>			
Account: Group	Period: MAY	Scenario: DEPT_R	EQ C	Currency: USD 0	ptions •	Hold	Layout Rollup	Print	Home
Custom Dims: All						Holu	Layout Konup	Friit	nome
Description	FY2014 ACTUALS	FY2015 ORIGINAL	FY2015 CURRENT	FY2016 BASE_PAY	FY2016 NOTUSEBASE	FY2016 DEPT_REQ	FY2016 PRELIM PRO	FY2016 ORIGINAL	FY2016 CURRENT
T41000 TAXES	106,095,187	117,040,115	117,040,115	0	0	0	0	0	
T42000 FEES OF OFFICE	11,604,463	10,926,000	10,926,000	0	0	3,389,784	0	0	
T43000 FINES AND FORFEITURES	3,843,553	3,746,626	3,746,626	0	0	0	0	0	
T45000 CHARGES FOR SERVICES	13,837,754	12,943,250	12,998,482	0	0	0	0	0	
T46000 INTERGOVERNMENTAL	2,306,078	1,779,539	1,853,386	0	0	0	0	0	
T47000 INVESTMENT INCOME AND OTH	1,082,697	786,000	816,344	0	0	0	0	0	
T40000 TOTAL REVENUE	138,769,732	147,221,530	147,380,953	0	0	3,389,784	0	0	
T52000 SALARIES	69,446,494	74,247,490	74,377,169	67,978,190	0	81,881,812	0	0	
T53000 FRINGES	25,296,165	27,794,593	27,106,587	25,998,271	0	29,754,912	0	0	
T53500 OPERATION/MAINT	30,357,989	32,885,435	32,988,998	0	0	47,520,706	0	0	
T54000 TRANFERS	10,274,921	11,765,972	11,767,179	0	0	6,810,352	0	0	
T55000 CAPITAL	4,128,719	5,703,798	5,679,716	0	0	10,827,453	0	0	
UL-EXP Unlinked Expenses	21,729	0	0	0	0	0	0	0	
T50000 TOTAL EXPENSE	139,526,017	151,684,287	151,919,649	93,976,460	0	176,795,235	0	0	
NET Net Surplus /(Deficit)	-756,285	-4,462,757	-4,538,696	-93,976,460	0	-173,405,451	0	0	

Revenue & Expense Summary: (% of Budget Analysis)

Entity: 010	0 - GENERAL FUND	Year: FY2016	Form	at: % of Budget	Level: 1	Rows: Account
Account: Gr		Period: MAY	Scena	ario: DEPT_REQ	Currency: USD	Options ▼
Custom Dir	ms: All					
	Description	YTD-ACTUALS FY2015		CURRENT FY2015	% of Budgets	
T4100	00 TAXES	115,56	0,069	117,040,115		98.7%
T4200	00 FEES OF OFFICE	9,82	3,959	10,926,000		89.9%
F T4300	00 FINES AND FORFEITURES	2,27	6,354	3,746,626		60.8%
T4500	00 CHARGES FOR SERVICES	8,39	6,404	12,998,482		64.6%
T4600	00 INTERGOVERNMENTAL	1,50	3,465	1,853,386		81.1%
T4700	00 INVESTMENT INCOME AND OTH	3,53	3,937	816,344	4	32.9%
T4000	00 TOTAL REVENUE	141,09	4,188	147,380,953		95.7%
T5200	00 SALARIES	45,89	9,585	74,377,169		61.7%
T5300	00 FRINGES	17,26	7,912	27,106,587		63.7%
T5350	00 OPERATION/MAINT	18,84	2,221	32,988,998		57.1%
T5400	00 TRANFERS	9,38	3,889	11,767,179		79.7%
T5500	00 CAPITAL	1,94	3,862	5,679,716		34.2%
T5000	00 TOTAL EXPENSE	93,33	7,470	151,919,649		61.4%
NET N	let Surplus /(Deficit)	47,75	6,718	-4,538,696	(105	2.2%)

Budget Overview: (Flags indicate where Notes and/or Budget Details exist)

Entity: 01-0100-0542 - HAZ-MAT	Year: FY2016 F	ormat: VAR-YTD	Level: 1 Roy	VS: Account
Account: Group	Period: MAY Se	cenario: DEPT_REQ	Currency: USD Op	otions •
Custom Dims: All				
Description	YTD-ACTUALS FY2015	CURRENT FY2015	VARIANCE	%
001100 F/T SALARIES	112	,349 116	,798 4,449	3.8%
001109 CELL PHONE STIPEND	1	,280 1,	,280	0.0%
001 Notes Flag PAY		288 1,	,136 848	74.6%
T52000 SALARIES	113	,917 119	,214 5,297	7 4.4%
002010 FICA	8	,270 9	,120 850	9.3%
002020 RETIREMENT	14	,568 15	,271 703	3 4.6%
002030 INSURANCE	11	,200 11,	,200	0.0%
002050 WORKER'S COMP		415	276 -138	(50.0%)
₹ T53000 FRINGES	34	,453 35	,867 1,415	3.9%
	1	,179 1,	,167 -12	2 (1.1%)
Control Budget Details SOFTWARE < \$5,000 Control Budget Details SOFTWARE < \$5,000 Control Budget Details SOFTWARE < \$5,000 Control Budget Details SOFTWARE < \$5,000 Control Budget Details SOFTWARE < \$5,000 Control Budget Details SOFTWARE < \$5,000 Control Budget Details SOFTWARE < \$5,000 Control Budget Details SOFTWARE < \$5,000 Control Budget Details SOFTWARE < \$5,000 Control Budget Details SOFTWARE < \$5,000 Control Budget Details SOFTWARE < \$5,000 Control Budget Details SOFTWARE < \$5,000 Control Budget Details SOFTWARE < \$5,000 Control Budget Details SOFTWARE < \$5,000 Control Budget Details SOFTWARE < \$5,000 Control Budget Details SOFTWARE < \$5,000 Control Budget Details SOFTWARE < \$5,000 Control Budget Budg		0 2	,333 2,333	100.0%
00 Flag		604 1,	,000 396	39.6%
		141	667 526	78.8%
003110 OTHER SUPPLIES	2	,221 20	,847 18,626	89.3%
003301 GA SOLINE	5	,416 8	,000 2,584	4 32.3%

In addition to accessing the available set of reports, PowerPlan's user-friendly navigation and multicriteria selection of the View Bar allows users to slice and dice their data to effectively display ad-hoc views. Within a user's security rights, data views can be created at any aggregation level within the fund, department, cost center, and account hierarchy.



When summarized data is displayed, the user may obtain a more detailed view of data by drilling down into the accounts (or entities) and can even drill into the transaction details if available. Data can be pivoted, sorted, exported to Excel or to a number of additional formats, printed as a report, emailed, presented in a graphical representation, saved as a 'favorite' and/or added to a report group for batch printing purposes.

Below are a few examples of datasets/reports printed directly out of the PowerPlan system:

Print Preview: (Total Expenses by Department)

		Expe	nse Compari	sion					
Year : FY2016 (MAY) Scenario : DEPT REQ Format : ANNUAL COMPARISION									
Description	FY2014 Actual	FY2014 Adopted	FY2015 Actual	FY2015 Adopted	VAR 2014 ACT/ADT	VAR 2015 ACT/ADT			
100101 County Executive-	358,077	415,032	152,815	366,442	56,955	213,627			
110101 County Manager-	1,044,985	1,083,368	434,385	1,012,678	38,383	578,293			
120101 County Solicitor-Admin	1,868,800	2,022,574	706,318	1,638,591	153,774	932,273			
130101 Budget & Finance	883,760	889,448	353,932	862,379	5,688	508,447			
140101 Public Defender-	8,786,972	9,233,117	3,628,950	8,387,835	446,145	4,758,885			
150101 Human Resources	1,385,876	1,659,015	689,083	1,543,584	273,139	854,501			
160101 MBE/DBE/WBE	559,606	507,611	243,123	578,358	-51,995	335,235			
170101 Medical Exam -	8,497,030	8,982,921	3,709,316	8,208,129	485,891	4,498,813			
180101 Court Records	823,724	982,184	354,647	908,099	158,460	553,452			
182201 Court Records Civil	2,659,333	2,932,894	1,148,491	2,798,194	273,561	1,649,703			
182301 Court Records Orphans	1,477,630	1,873,176	661,856	1,578,837	395,546	916,981			
182701 Court Records Criminal	1,969,351	2,248,710	854,596	1,992,914	279,359	1,138,318			
200101 General Services	604,431	603,467	234,129	579,074	-964	344,945			
200103 Telephone	42,480	200,000	-124,846	190,000	157,520	314,846			
200104 Weights And Measures	179,739	197,440	75,334	179,268	17,701	103,934			
200105 Records Mgmt	537,774	556,887	226,097	544,511	19,113	318,414			
200109 Graphics	-91,081	10,599	-37,365	-9,315	101,680	28,050			
200110 Mailroom	714,711	520,740	280,466	471,887	-193,971	191,421			
203101 ADM-Elections Admin	5,248,296	5,163,325	1,992,444	4,984,036	-84,971	2,991,592			
205001 ADM-Division Of	6,572,854	6,920,451	2,670,475	5,683,225	347,597	3,012,750			
206001 ADM-PA Assessment	4,979,435	5,474,325	2,118,737	5,048,299	494,890	2,929,562			

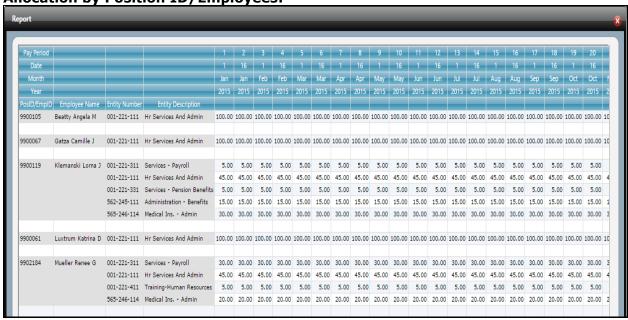
Print Preview: (General Fund Revenue Analysis)

Current Vs Prior											
Year : FY2016 (MAY) Scenario : DEPT REQ Format : ANNUAL COMPARISION											
Description	FY2014 Actual	FY2014 Adopted	FY2015 Actual	FY2015 Adopted	VAR 2014 ACT/ADT	VAR 2015 ACT/ADT					
40005 Tax Revenue	331,189,563	328,348,000	259,070,195	335,690,000	-2,841,563	76,619,805					
41000 License & Permit	2,698,567	2,865,128	1,226,104	2,885,800	166,561	1,659,696					
42000 Charge for Svc & Fac	41,280,656	44,820,433	15,008,272	43,162,500	3,539,777	28,154,228					
44000 Fines & Forfeits Revenue	4,025,810	4,673,500	1,301,137	4,670,000	647,690	3,368,863					
45000 Local Units Revenues	19,122,248	19,213,000	7,304,959	19,578,300	90,752	12,273,341					
46000 State Rev Pennsylvania	13,526,871	14,170,190	1,025,176	15,890,400	643,319	14,865,224					
47000 Federal Government	3,480,498	2,829,700	766,406	3,280,000	-650,798	2,513,594					
48000 Misc Receipts Revenue	14,364,070	7,215,314	1,681,430	10,668,301	-7,148,756	8,986,871					
49005 Revenue Transfer	11,211,750	12,582,050	3,436,615	12,324,400	1,370,300	8,887,785					
40001 Revenue - Regular	440,900,035	436,717,315	290,820,296	448,149,701	-4,182,720	157,329,405					
40000 Revenue	440,900,035	436,717,315	290,820,296	448,149,701	-4,182,720	157,329,405					

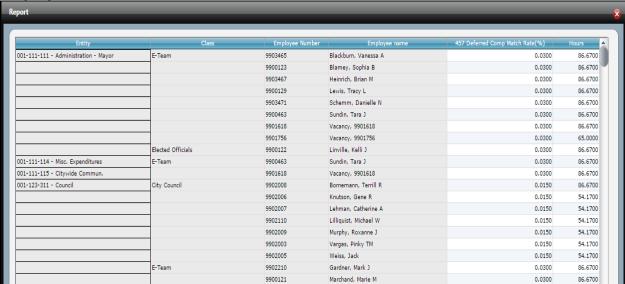
PowerPlan is installed with standard payroll and personnel reports, and additionally allows Administrative Users and/or other system users with the applicable security rights to build user-defined payroll reports.

The following reports are a few samples of how detailed payroll data may be displayed.

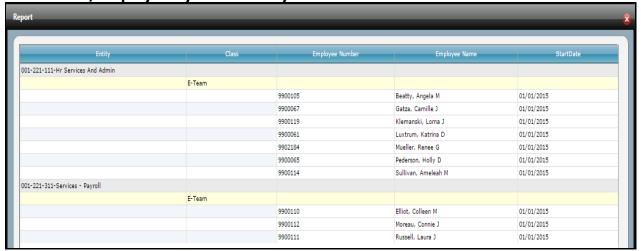
Allocation by Position ID/Employees:



Employee Events:



Position ID/Employee by Home Entity:



Salary and Benefits by Position ID/Employee:



Salary and Benefits by Entity Allocations:



The following screens represent how Decision Package data may be printed as reports:

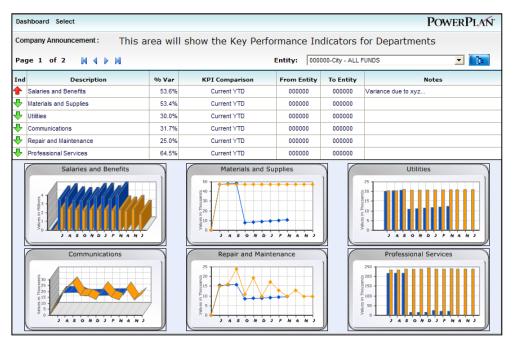
Summary Report: (Capital Project Requests)

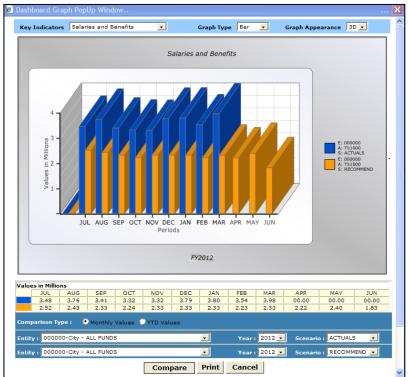
ummary Repo	rt										
											Exp
Type-ID	Entity	Request Name	Personnel	On Going	One Time	Total	FTE	Reason	Project Number	Project Name	Project Area
CAPITAL-699	NOD20	MIS Technology Enhancements	0	0	0	0	0.00	Other	CAPITAL-20-TBD	New Capital	CAPITAL
CAPITAL-704	NOD20	MIS Application Upgrades	0	0	0	0	0.00	Other	CAPITAL-20-TBD	New Capital	CAPITAL
CAPITAL-705	NOD20	MIS County Software Licenses	0	0	0	0	0.00	Other	CAPITAL-20-TBD	New Capital	CAPITAL
CAPITAL-706	NOD20	MIS E Discovery Phase 1	0	0	0	0	0.00	Other	CAPITAL-20-TBD	New Capital	CAPITAL
CAPITAL-707	NOD20	MIS ESRI Enterprise Licensing	0	0	0	0	0.00	Other	CAPITAL-20-TBD	New Capital	CAPITAL
CAPITAL-708	NOD20	MIS Kronos Expansion	0	0	0	0	0.00	Other	CAPITAL-20-TBD	New Capital	CAPITAL
APITAL-709	NOD20	MIS Oblique Imagery	0	0	0	0	0.00	Other	CAPITAL-20-TBD	New Capital	CAPITAL
CAPITAL-710	NOD20	MIS Onbase Imaging System	0	0	0	0	0.00	Other	CAPITAL-20-TBD	New Capital	CAPITAL
CAPITAL-711	NOD20	MIS Various Support Agreements	0	0	0	0	0.00	Other	CAPITAL-20-TBD	New Capital	CAPITAL
CAPITAL-703	NOD26	Kane Equipment Replacement	0	0	0	0	0.00	Other	CAPITAL-26-TBD	New Capital	CAPITAL
CAPITAL-697	NOD30	Jail Laundry Equipment	0	0	0	0	0.00	Other	CAPITAL-30-TBD	New Capital	CAPITAL
CAPITAL-700	NOD33	Emergency Services Equipment Upgrade	0	0	0	0	0.00	Other	CAPITAL-33-TBD	New Capital	CAPITAL
CAPITAL-702	NOD35	Heavy Equipment & County Fleet Replacement	0	0	0	0	0.00	Other	CAPITAL-36-TBD	New Capital	CAPITAL
CAPITAL-716	NOD35	Waterfront Exit/Entry	0	0	0	0	0.00	Other	CAPITAL-36-TBD	New Capital	CAPITAL
CAPITAL-717	NOD35	Campbells Run Road Storm Water	0	0	0	0	0.00	Other	CAPITAL-36-TBD	New Capital	CAPITAL
APITAL-654	NOD35	McClarens Run No. 5	0	0	0	0	0.00	Other	CAPITAL-36-TBD	New Capital	CAPITAL
APITAL-655	NOD35	Robinson Run No. 2	0	0	0	0	0.00	Other	CAPITAL-36-TBD	New Capital	CAPITAL
APITAL-656	NOD35	Spring Run No. 2	0	0	0	0	0.00	Other	CAPITAL-36-TBD	New Capital	CAPITAL
APITAL-657	NOD35	Pine Creek No. 9	0	0	0	0	0.00	Other	CAPITAL-36-TBD	New Capital	CAPITAL

Multi Year Report: (Capital Decision Package) NOD37-Parks REQUEST NAME REQUEST CODE REQUEST TYPE Park Technology Upgrades CAPITAL-NOD37-16-740 Capital PROJECT NAME PROJECT PRIORITY # PROJECT# PROJECT AREA CAPITAL-37-TBD New Capital CAPITAL PROJECT DESCRIPTION / NECESSITY The funds will be used to improve the point of sale systems, booking software, and associate reporting mechanisms used throughout the Parks department. This would enable the Parks department to track revenues and expenses and improve customer service as well. PROJECT PLAN Capital Items 2016 2017 2018 2019 2020 2021 Total Other 15,000 20,000 0 0 0 35,000 Engr. & Design 5,000 10,000 0 0 0 15,000 Total 20,000 50,000 Funding Sources 2016 2018 2019 2020 2021 2017 Total New Capital 20,000 30,000 50,000 20,000 30,000 50,000 Operating Budget Expenses 2016 2021 Total O & M Ongoing Infrastructure Other 0 4,000 0 0 0 0 4.000 REF. REQUEST REF. DECISION PKG. REF. CAPEX PREVIOUS REQUEST ID CAPITAL-NOD37-15-351

Dashboard

PowerPlan's Dashboard component is configurable (at a global level as well as at an individual user-defined level) and creates high level graphical based reports for tracking key parameters and operational metrics. Dashboard reporting is intended to facilitate a quick review of important areas of the organization.

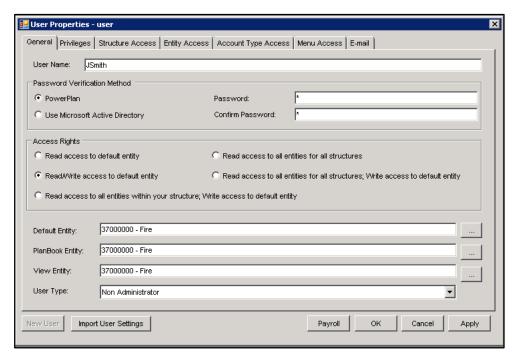




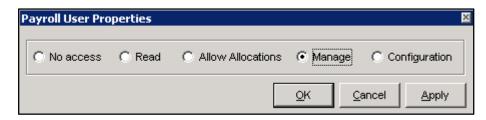
Security

PowerPlan is a security-rich application that supports integration with Microsoft Active Directory for streamlining the maintenance of user logins, or offers an internal password verification option. Valid login credentials are always required in order for any user to access the PowerPlan program. When utilizing PowerPlan's internal security option, each user is assigned a unique login name and password. All passwords are encrypted.

Each PowerPlan user is permitted a specific set of access rights (e.g., read only, read/write, etc.), is granted entity level access (e.g., funds, departments, cost centers), account type access (e.g., expenses, revenues, etc.), and is assigned to a particular menu group.



Due to the sensitive nature of personnel-related expenses, the payroll budgeting component has a separate security option whereby a user presumably has no access unless/until granted otherwise (e.g., read, allow allocations, manage or configuration rights).



Users also have no access to Decision Package functionality unless/until granted otherwise.

Data Interfacing

PowerPlan's standard data import/export module, PowerLink, manages all incoming and outgoing data. PowerLink supports exchanging data between PowerPlan and other systems, including the client's Financial and HR/Payroll applications. PowerLink is used to accommodate initial data loads (e.g., chart of accounts, entities or accounting units, payroll tables, and position/employee data, historical and current data) and facilitates periodic or routine data imports.

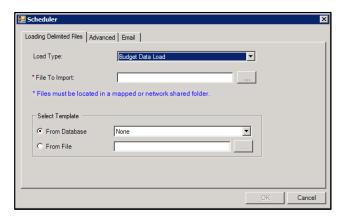
Importing a delimited text file is the most flexible method to move data into PowerPlan.





Data imports can occur at the frequency deemed necessary by each organization. Financial data is generally imported on a more frequent routine basis (e.g., monthly, weekly or nightly), whereas payroll related tables (e.g., salary schedules, job code tables, etc.) and position or employee specific data (e.g., step, grade, assignment, and other relevant payroll or personnel related data) is typically refreshed in PowerPlan at the beginning of a new budget cycle, although it can be updated as often as needed. Updated staffing levels can, for example, be imported into distinct PowerPlan scenarios periodically and compared to the organization's authorized budgeted staffing.

The data import process (via PowerLink) can be initiated on-demand by Administrative Users and/or can be automated using PowerPlan's inherent 'Scheduler' functionality.



Just as any source data (e.g., Actuals, Encumbrances, Amended Budget, Personnel details, Metrics data, etc.) may be imported into PowerPlan, any PowerPlan data set (e.g., Approved or Adopted Budget) may also be extracted and used subsequently to import back to the GL.

Technical Specifications

w	
Web Server Rec	ommended Requirements (for PowerPlan Web-Client)
Operating System	Windows Server 2012 R2, 2012, 2008 R2, 2008, 2003 R2, or 2003 Standard or Enterprise 64-Bit with IIS 6, IIS 7 or IIS 8 configured
Disk Space	200 MB hard drive for program files
Memory (RAM)	8 GB minimum; however, more memory will be required for servers with high web usage
Processor (CPU)	2GHz Intel Xeon equivalent or better
Web Browser	Chrome 30.0 or above, Safari 5.1.0 or above, Firefox 26.0 or above, or Internet Explorer 10 or above
PowerPlan Man	agement Server Recommended Requirements
Operating System	Windows Server 2012 R2, 2012, 2008 R2, 2008, 2003 R2, or 2003 Standard or Enterprise 64-Bit
Disk Space	200 MB hard drive space for program files
Memory (RAM)	8 GB minimum
Processor (CPU)	2GHz Intel Xeon Quad Core or better
Client Server Re	ecommended Requirements (Desktop Client/Modeling Tools)
Operating System	Windows 10, Windows 8.1 Professional, Windows 7 Professional 32-Bit and 64-Bit
Processor (CPU)	2GHz Intel Core 2 Duo equivalent or faster
Memory (RAM)	4 GB minimum
Disk Space	100 MB minimum for program files
Display	SVGA (1024 x 768 resolution; 256 colors) minimum, 16-Bit color or better recommended
Third-Party Software	The following third-party software is included with PowerPlan installation: • Microsoft .Net Framework Version 4.0 • Microsoft .Net Framework Version 2.0.50727 • Microsoft Data Access Components 2.6
- "	Note: Licensing of MS Excel and Word (to generate reports) is the client's responsibility
Email	SMTP configuration is required for sending email reports
Server-Based Computing ("Thin-Client" Technology)	PowerPlan is compatible with Windows 2003, 2008 and 2012 Terminal Services, Citrix MetaFrame 1.8 and higher, and Citrix Presentation Server 4 or higher. These thin-client technologies provide complete access to PowerPlan applications over low-bandwidth connections from low-end legacy PCs or from computers running non-supported operating systems such as Macintosh. In these environments, all application processing occurs on a single, centralized server.
	For information on Microsoft Terminal Services Edition, visit http://www.microsoft.com and for information on MetaFrame, visit http://www.citrix.com . To determine your hardware requirements, Citrix suggests the use of performance tools to measure the impact that users, applications, and location have on setup. Consult with qualified information systems professionals when implementing this technology.

Database Serve	r Recommended Requirements (for PowerPlan Database)
Operating System	Windows Server 2012 R2, 2012, 2008 R2, and 2008 Server 32-Bit and 64-Bit, Windows 2003 Server 32-Bit and 64-Bit. SP2 is required for Windows 2003 Server and Windows 2003 Server x64.
Server	SQL Server 2014, 2012, 2008 R2, 2008 64-Bit, SQL Server Express Edition 2008, 2008 R2, 2012, and 2014
Processor (CPU)	 2GHz Xeon equivalent or better (dual or quad core preferred) Larger networks and databases require faster processors A dedicated database server, especially with high user loads and activity, is recommended If more than one client-server application is run on the same server, that server needs to exceed the minimum requirements for optimal performance
Memory (RAM)	16 GB minimum. More memory may be required for databases larger than 2 GB or running Analysis Services used for OLAP. Note: SQL Server can dynamically allocate the optimal amount of memory (or cache) to the database to increase performance. Consider purchasing more than the required RAM to allow for a larger cache.
Disk Space	50 GB hard drive space for database files and future growth. Note: Requirements vary, depending on the size of the database
Hard Disk	A high-performance disk subsystem is recommended

NOTE: This document identifies the <u>recommended</u> system infrastructure to run the PowerPlan Integrated Budgeting software. Use of latest technology equipment is always recommended.



Tab 2: Cost

PowerPlan Cost Proposal Detail

Deployment Strategy

PowerPlan Corporation is proposing to Fort Bend County an On-premise customer hosted solution. This option offers the most benefit at the least cost for the County, providing an **'unlimited'** user license which allows unlimited concurrent use of the PowerPlan solution, and includes the 1st year of Maintenance and Support Services at no additional cost.

PowerPlan Pricing Strategy

PowerPlan Corporation's standard pricing strategy for PowerPlan's <u>license fees</u> are simple and affordable. PowerPlan is an integrated solution; there are <u>no</u> additional modules or functionality to be purchased separately.

PowerPlan Licensing:

\$75,000

- ✓ Unlimited Concurrent Users Included
- ✓ All user functionality Included
- ✓ Configuration functionality Included
- ✓ Data Import/Export functionality (PowerLink Module) Included
- ✓ Dashboard and Reporting functionality Included

Implementation Services:

\$40,000

- ✓ Joint Project Implementation Included
- ✓ 5 7 Days System Administrator Training (Train-the-Trainer) Included
- ✓ Data Conversion and Integration Included
- ✓ Testing Included
- √ Standard System Administration & End-User Documentation Included

Training Services:

✓ Onsite End-User Training (3 Days) – Conducted by PowerPlan

\$ 4,800

<u>Travel</u>:

✓ Travel Related Expenses at Cost (Not-to-Exceed)

\$15,000

Total One-Time Cost

<u>\$134,800</u>

Annual Software & Maintenance Fees:

\$61,500

✓ 1 st Year Annual Maintenance:	Included
✓ 2 nd Year Annual Maintenance:	\$15,000
√ 3 rd Year Annual Maintenance:	\$15,000
√ 4 th Year Annual Maintenance:	\$15,750
√ 5 th Year Annual Maintenance:	\$15.750

Total Cost (5-Year)

\$196,300

Post Implementation Services (Optional & not included in costs above):

✓ Refresher Service (5 Days of consulting fees) - Recommended
 * Please see the following Refresher Service Description

\$6,500*

Additional PowerPlan Environments:

✓ Multiple PowerPlan environments can be created and utilized by Fort Bend County at no additional charge (i.e. Production, Test, and Training).

Proposed Payment Terms

- 50% of Licensing fee due upon proposal acceptance/contract award
- 40% of Implementation fee due upon proposal acceptance/contract award
- 50% of Licensing fee due upon PowerPlan software installation and initial City model load
- 60% of Implementation fee due upon completion of system admin training/initial implementation
- 100% of Refresher Service Consulting Fee (Optional) due upon proposal acceptance/contract award
- 100% of any unpaid Travel Expenses due upon completion of system admin training/initial implementation
- 100% of any outstanding payments due no later than 90 days following completion of system admin training/initial implementation

Post Implementation Services (Optional)

Refresher Service

This service is only available during the initial purchase of PowerPlan and must be prepaid upon contract acceptance. PowerPlan refresher services offer significantly *reduced* service fees to be used at any time during month's 3-15 post-implementation.

It is no surprise that after **any** system implementation in **any** organization, the base of trained end-users and system administrators will deteriorate over time due to employee attrition, job reclassifications, reorganizations, etc. Once this occurs, knowledge of how the application works and how it is administered is then passed on to the new end-users and system administrators in an informal method by their co-workers. Over time the client may encounter a reduction in fully knowledgeable users and may experience degradation of ongoing internal system use.

The Refresher Service can be purchased in 5 day (\$6,500) and 10 day (\$12,000) increments and is designed to provide assistance in the following areas respectively:

- **Training** for new end-users and administrators and/or refresher training for existing users who may be considering newly implemented functionality
- **Configuration** and **Planning** assistance for administrators in implementing new or revised PowerPlan functionality that may have been initially postponed
- Assistance in configuring new **Reports** as requested by end-users
- General assistance for end-users or administrators on any PowerPlan area

Daily Services (Joint meeting) = Daily Rate: \$1,600/Day

These services can be purchased in any increment, as needed, and can be used for similar services as outlined above. Since this service is not prepaid and is typically purchased in smaller increments, the daily cost is higher than the Refresher Service.

Web-based Consulting Services = Hourly Rate: \$175/Hour

These remote services are provided to the client over the web, are priced on an hourly basis and require a minimum of two hours. Our current clients generally use this service for small training groups and general assistance beyond standard maintenance coverage.



Tab 3: PowerPlan's Experience and Capabilities

Past Experience

PowerPlan Corporation was founded in 1998 and the company has been based in Huntington Beach, California since inception. The original vision was to address a growing need for cost effective and rapid deployment of an integrated solution to accommodate organization-wide budgeting, forecasting, reporting and analysis. This goal, along with providing top-notch customer service, remains our priority today! Our team has worked closely and diligently over the years with our customers to transform this vision into reality. The PowerPlan Integrated Budgeting Solution is now successfully implemented worldwide and is utilized by a multitude of satisfied budget managers, analysts and other diverse user types.

PowerPlan is privately held, profitable, and has always operated on a self-funding basis. The company now serves 350+ customers, having the largest presence and current focus with non-profit organizations, the public sector, and healthcare enterprises.

PowerPlan Corporation has a strategic alliance in the U.S. and Canada with Blackbaud, Inc. (www.blackbaud.com), the leading provider of software and related services to the non-profit industry. This alliance agreement is strictly for the sales and marketing of the PowerPlan budgeting solution, under the name of Advanced Budget Management (ABM), to the non-profit sector; however, all implementations, support, and maintenance services are performed by PowerPlan employees.

PowerPlan has about thirty (30) employees responsible for functional areas including product development, project implementation, system support, and sales/administration. While PowerPlan sales are both direct and through partners, the company only utilizes internal full-time employees. No third-party personnel or contractors are utilized.

Companies around the world with the best customer satisfaction all have one thing in common; they all really care about their customers and allocate resources to ensure that they provide top quality results. A dedicated and experienced team of project resources are assigned to *every* PowerPlan customer, as we believe that customer satisfaction begins during the very first contact with the client and continues indefinitely.

<u>Pramod Deshpande</u> (Executive Sponsor)

Pramod is a Principal in PowerPlan Corporation and has been the key functional architect for the product and the company. Pramod has over 30 years of experience in project and technical management in systems, telecommunications, finance, and engineering. Pramod has been instrumental in many successful PowerPlan implementations within governmental, healthcare, non-profit and various private sector organizations. Some of the more recent public sector implementations that Pramod has participated in includes Allegheny County, PA; Williamson County, TX; City of Bellingham, WA; San Diego County Water Authority, CA; Vancouver Island Health Authority, BC; Guilford County, NC; and Tacoma School District, WA.

Bachelor of Technology (Honors) in Civil Engineering Master of Science in Structural Engineering Master of Business Administration

<u>Tina Hernandez</u> (Project Manager)

Tina is the Director of Client Services for PowerPlan Corporation. Tina's primary focus is on managing client services including pre-sales support, project implementations, customer training, post-implementation support, and consulting services. She primarily serves the public sector and healthcare customers. Tina has been instrumental in developing an effective implementation methodology and in establishing an efficient customer support organization. She has been a key member of the PowerPlan team since the company was formed in 1998 and has personally implemented and/or managed many successful customer projects over the years. Some of the more recent public sector implementations that Tina has participated in includes Allegheny County, PA; Williamson County, TX; San Diego County Water Authority, CA; Guilford County, NC; City of Newport Beach, CA; and Tacoma School District, WA.

Bachelor of Arts (Honors) in Management, emphasis in Marketing

Smita Sharma (Key Project Resource)

Smita is an Implementation Specialist for PowerPlan Corporation, bringing experienced project management and product implementation to the team. Smita has successfully implemented the PowerPlan solution for numerous non-profit and public sector organizations in the United States and overseas. Smita manages post-implementation support and customer training, assists with pre-sales support activities, and is an integral part of the product quality assurance team. Some of the more recent public sector implementations Smita has participated in includes Williamson County, TX; San Diego County Water Authority, CA; Town of Avon, CO; Central Pierce Fire and Rescue, WA; City of Bellingham, WA; and the City of Newport Beach, CA.

Bachelor of Technology in Computer Science

Marie-France Staley (Key Project Resource)

Marie-France is an Implementation Specialist for PowerPlan Corporation, bringing years of experience in the financial field specifically in management accounting and business process reengineering. Having worked in Canada, the UK and the Netherlands, her experience spans over several roles including Financial Controller for a manufacturing division in a multi-national telecom company, lead for financial system integration for company mergers and acquisitions, competitive market analyst and cost accountant. Marie-France has been successful in numerous non-profit implementations and has participated in recent public sector implementations including Allegheny County, PA, and Vancouver Island Health Authority, BC.

Bachelors in Business Administration – Accounting, CMA/CPA designation Masters of Business Administration – Management Accounting Diploma of International Trade

Public Sector Customers

The following public sector customers have implemented PowerPlan within the past 5 years:

- Antelope Valley Transit Authority, CA (*Latest 2015 award; Implementation in progress*)
- Allegheny County, PA
- Williamson County, TX
- San Diego County Water Authority, CA
- City of Bellingham, WA
- Town of Avon, CO
- · City of Lake Elsinore, CA
- Central Pierce Fire and Rescue, WA
- Guilford County, NC*
- Vancouver Island Health Authority, Victoria, BC
- City of Newport Beach, CA
- · City of El Segundo, CA
- City of Boise, ID*
- Kitsap Transit, WA
- Pueblo West Metropolitan District, CO
- · Canyon County, ID
- City of Ketchikan, Alaska
- Tacoma Public Schools, WA*

^{*}Indicates PowerPlan public sector customers also utilizing and interfacing data with Lawson

Customer References

Client: Allegheny County, PA

Primary Contact: Mary Soroka, Director of Budget & Finance; Tel: 412-350-7372

Email: mary.soroka@alleghenycounty.us

Alternate Contact: Tim Cox, Budget Analyst; Tel: 412-350-3326

Email: timothy.cox@alleghenycounty.us

Implemented: 2015 G/L: JD Edwards Population: 1,230,000

FTE's: 5,500+

Allegheny County operates on a calendar year and adopts an annual operating budget. The County previously performed budgeting and forecasting processes through a combined use of Excel and Spreadsheet Server. Through an RFP process, PowerPlan was selected to satisfy the County's need for an integrated Budget Development and Management Software system. PowerPlan allows varying types of system users across the County to develop, track, and manage budgets, perform analysis across multiple fiscal periods, and generate reports. The County's fund types include General/Operating, Capital, Special Revenue Grants, and Special Accounts. The County interfaces data between JD Edwards and PowerPlan.

Client: Williamson County, TX

Primary Contact: Ashlie Koenig, Budget Officer; Tel: 512-943-1551

Email: akoenig@wilco.org

Alternate Contact: Minnie Beteille, Technology Services Project Manager; Tel: 512-943-1448

Email: mbeteille@wilco.org

Implemented: 2014 G/L: Oracle EBS Population: 489,750

FTE's: 1,542

Williamson County operates on an October 1st through September 30th fiscal year and had been preparing their budgets using various spreadsheets, local databases, downloads from Oracle EBS, along with offline calculations, prior to implementing PowerPlan. The County selected PowerPlan through the RFP process and now utilizes the solution to build the various phases of the budget (from the initial Department Request to the Original/Adopted). A number of users (having various types of user roles) access PowerPlan to request new positions, changes to current positions, position re-classes, new initiatives, and non-personnel operation and maintenance needs. The County interfaces data between Oracle EBS and PowerPlan.

Client: San Diego County Water Authority, CA

Contact: Lisa Celaya, Financial Resources Manager; Tel: 858-522-6689

Email: lcelaya@sdcwa.org

Implemented: 2014 G/L: PeopleSoft FTE's: 254

The San Diego County Water Authority (SDCWA) operates on a fiscal year which begins on July 1st and ends on June 30th and had been preparing their budgets through various manual methods prior to selecting and implementing PowerPlan. The Authority adopts a 2-year operating and capital budget and now utilizes PowerPlan in a distributed manner to automate these budget processes, project labor, and to model quarterly forecast scenarios. SDCWA interfaces data between PeopleSoft (FSCM and HCM) and PowerPlan.



Tab	4:	PowerP	lan's	Imp	lement	tation	Appr	oach	and	Work	Plan

PowerPlan is a flexible and fully configurable solution, thus generally eliminating the need for any product customization. Key strengths of PowerPlan lie in the simplicity of configuration, ease of maintenance, and user-friendly features and functionality. Our implementation methodology is efficient, rapid, and our success is proven.

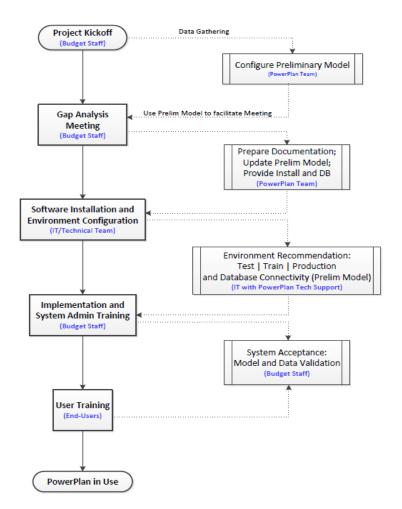
While the PowerPlan solution has been regarded as 'best-of-breed' budgeting software and we indeed believe that it is an unparalleled budgeting tool, particularly for the public sector, we certainly acknowledge that simply having the right product does not necessarily guarantee a successful project implementation. It is, without question, equally as important for the vendor to utilize a proven implementation methodology, effectively manage to an agreed upon project scope and schedule, understand and achieve critical success factors, and assign experienced and reliable resources to the project.

Significant Project Milestones

Our approach to implementing PowerPlan and training new customers is as follows:

PowerPlan Implementation

Significant Project Milestone Overview

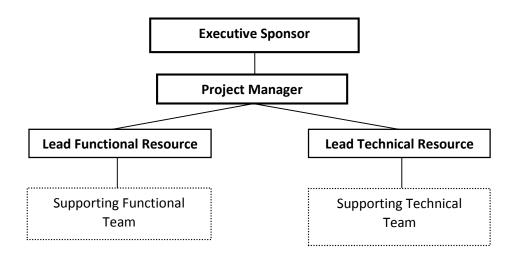


Process Analysis

A significant element of the PowerPlan implementation methodology is the Gap Analysis step (also referred to as Process Analysis), which we schedule immediately after the Project Kickoff. This step facilitates the understanding between Fort Bend County and the PowerPlan project teams, thus mitigating project risks. Together, we jointly evaluate, review, and discuss the County's current business processes and map these processes to the PowerPlan functionality. This step also allows us to clarify and finalize data related items such as the amount of historical data that the County wishes to import from Lawson and/or from any other data source, and to identify the applicable HR/Payroll file requirements, and develop a relevant set of data file specifications for the project.

Proposed Project Team - Roles and Responsibilities

PowerPlan Corporation will assign to Fort Bend County the following functional and technical project resources:



PowerPlan Corporation will assign an executive sponsor to the project and encourages Fort Bend County to also have an executive sponsor and an internal champion. These roles are important to ensure the ultimate success of the project. Even when there is a close fit between product functionality and business processes, inevitably there will always be a need for some flexibility and possible adjustments to internal processes. The sponsor and champion can play a very significant role in decision making and issue resolution.

All PowerPlan project managers have successfully managed numerous implementations for other comparable public sector projects. Project Managers are responsible for managing the implementation and for ensuring that the appropriate expert resources conduct the administrative and end-user training on all relevant aspects of the PowerPlan product and functionality.

The success of any major project implementation hinges upon the joint commitment of both organizations. The roles of the project managers from both PowerPlan and Fort Bend County are to work as a collaborative team to plan, execute, and finalize the project according to the agreed upon scope, schedule, and budget. Responsibility includes managing resources, coordinating team efforts in order to deliver the required tasks according to the implementation plan, and overseeing quality control throughout the project life cycle. All PowerPlan project resources are full-time employees who provide real world experience obtained from participating in similar projects and are qualified to recommend 'Industry Best Practices'.

Project Management's General Responsibilities

The general responsibilities of project managers include:

- Direct and manage project development from beginning to end.
- Effectively communicate project expectations to team members and stakeholders in a timely manner and clear fashion.
- Delegate tasks and responsibilities to appropriate personnel.
- Identify and resolve issues and conflicts within the project team.
- Identify and manage project dependencies and critical path.
- Track project milestones and deliverables.
- Communicate progress to the project champion and other management staff.
- Proactively manage scope changes, identify potential issues, and create contingency plans.
- Coach, mentor, motivate and supervise project team members and influence them to take positive action and accountability for their assigned tasks.
- Ensure customer satisfaction, manage resources, and complete all aspects of the implementation.

Recommended Roles and Responsibilities of County Staff

The following types of project resources are recommended for Fort Bend County:

<u>Executive Sponsor</u> – Consider best practice recommendations and possible adjustments to existing internal processes and ensure ultimate project success.

<u>Project Manager</u> – Serve as an internal champion to the project, work collaboratively with the PowerPlan Project Manager to plan, execute and finalize the project according to the agreed upon schedule and deliverables, play a significant role in resolving any issues that may arise, and along with the Executive Sponsor, help ensure ultimate project success.

<u>System Administrator(s)</u> – Project preparation, data collection, process analysis, model configuration, data loads, acceptance test, documentation, and end-user training.

<u>IT Representative</u>– Software installation/deployment, database setup, system data load and tune-up, performance acceptance test, and go-live.

Training

PowerPlan Corporation will assign a dedicated and experienced implementation team to Fort Bend County. This team will be conducting the System Administrator or Administrative User training on all relevant aspects of the PowerPlan product/functionality and offers end-user training services.

The method of training delivered to System Administrators is a train-the-trainer approach whereby these individuals can support their existing end-users and can conduct training sessions for new users on an ongoing basis. The PowerPlan project team facilitates this face-to-face training in conjunction with hands-on building of the County's PowerPlan model. System Administrators are typically fully trained over the course of 5-7 days.

The PowerPlan implementation team focuses the training activities and knowledge transfer on the following objectives:

- Understanding the PowerPlan System Modules PowerPlan vs. PowerSet vs. PowerLink.
- Validating the PowerPlan model that has been configured for your organization.
- Administering/Updating your PowerPlan Model.

Due to PowerPlan's ease of use, end-users are typically trained within $1-1 \ \frac{1}{2}$ hours. In order to ensure an efficient user training process, PowerPlan recommends that the typical classroom size range from 10-15 end-users having comparable budgeting processes and similar system requirements. The training environment should be set up such that users have hands-on access to the PowerPlan system and can simulate their processes during the class. Subsequent to attending a training session, users are typically able to return to their worksite and begin utilizing the PowerPlan budgeting solution.

Documentation

The PowerPlan team delivers to every client a standard set of documentation. These documents include a comprehensive Process Analysis Report, an IT Guide, a general System Administrator Guide, and a general User Guide. The standard System Administrator and User Guides can be further customized for the County as needed. The PowerPlan software is also installed with an online help file which contains documentation for all modules and functionality, and wherever possible each area includes context-sensitive help so that the user need only press <F1> to display the related help topic.

Testing

Once the PowerPlan model has been fully configured and data has been validated by the County's project team, it is recommended that the County make a backup copy of the database. To maintain the integrity of the PowerPlan model, this backup process should occur prior to the start of the Acceptance Test phase of the project. The original database will now become a 'Test' version whereby jointly developed test scripts can be executed.

The PowerPlan and Fort Bend County project teams will jointly define and prepare a relevant Test Plan whereby the County's key processes and required functionality will be rigorously tested. Items that are accepted are signed off by an authorized member of the County's project team. Items that do not initially meet the requirements are jointly reviewed with a member of the PowerPlan project team and corrective action is taken. The item is then jointly re-tested for acceptance.

During the testing efforts, should the team identify any areas that require changes to the PowerPlan model, the changes will be made in the existing 'Test' version until testing is complete. At this time, any changes that were made and accepted within the 'Test' version will need to be replicated in the backup version. This backup version will now become the new 'Test' version whereby the test script steps should be repeated for a final acceptance. If no further changes are required to the PowerPlan model, then one final copy of the backup will be made. PowerPlan strongly recommends that the County consider maintaining a minimum of two separate databases (Test vs. Production) on a goforward basis.

It is also best practice and recommended that clients perform routine database backups. In the unlikely event of an unexpected problem with either the 'Test' or 'Production' environments, then a simple restore of the most recent backup would serve as a contingency plan.

Software Releases

PowerPlan Corporation typically schedules two major software releases and several minor releases per year. Customers are entitled to receive these releases and any new system functionality enhancements at no charge, provided their annual maintenance contract is current and in effect. These releases, along with installation instructions, can be downloaded from our website using customer-specific login credentials.

Releases usually provide new executables and supporting files, and some will require changes to the database structure. When this is the case, PowerPlan Corporation provides the required script, tools and instructions.

Customers may review the applicable set of release notes and decide whether they wish to proceed with the upgrade, or if they instead prefer to postpone the upgrade process. However, for major releases, we encourage customers to be no more than two (2) major releases behind.

Support Services

PowerPlan customers maintain an annual maintenance agreement with PowerPlan and in turn receive our highest level of support. Product support services are provided by a dedicated support team comprised of business analysts, implementation consultants and project managers. The knowledge and experience of the support personnel enable a very high first-call resolution rate. In the unlikely event than an issue cannot be resolved by the support analyst (e.g., the issue is deemed to be the result of a product bug or is a request for a new or enhanced system functionality), the issue will be escalated to the product development team. The analyst who takes the initial call maintains responsibility for issue resolution and customer communication. The PowerPlan team takes great pride in the outstanding reputation it has earned in supporting customers.

As previously mentioned, PowerPlan customers with current maintenance agreements are entitled to obtain all new product releases (major and/or minor), receive upgrade and other technical support, and have access to ongoing product support services which includes functionality related questions, basic technical support, and navigational assistance. An installation package, including applicable upgrade scripts, a database tool for applying the scripts, upgrade instructions, and release notes, is generated with each new version. Upon completing the upgrade process, all existing configuration is updated and compatible with the current installed version. A customer's original PowerPlan installation is based on the current released version and includes all product functionality to date.

PowerPlan Corporation provides customer support services during the implementation phase of the project as well as post-implementation. PowerPlan support services are available Monday through Friday (excluding major holidays) between the hours of 7:00 a.m. – 7:00 p.m. Central.

Proposed Project Schedule

ID	Task Name	Duration	Start	Finish
1	Proposed PowerPlan Implementation	43 days	Mon 1/4/16	Wed 3/2/1
2	Project Preparation/Kickoff	2 days	Mon 1/4/16	Tue 1/5/1
_	General Requirements Questionnaire	2 days	Mon 1/4/16	Tue 1/5/1
4	Payroll Budgeting Questionnaire	2 days	Mon 1/4/16	Tue 1/5/1
5	Data File Requirements	2 days	Mon 1/4/16	Tue 1/5/1
6	Preliminary PowerPlan Model	6 days	Wed 1/6/16	Wed 1/13/1
7	Data Collection	2 davs	Wed 1/6/16	Thu 1/7/1
8	Chart of Accounts Structure (Objects and Groupings)	2 days	Wed 1/6/16	Thu 1/7/1
9	Organizational Structure(s)	2 days	Wed 1/6/16	Thu 1/7/1
10	Additional Data Consolidation Requirements	2 days	Wed 1/6/16	Thu 1/7/1
11	General Payroll Data	2 days	Wed 1/6/16	Thu 1/7/1
12	Position/Employee Data	2 days	Wed 1/6/16	Thu 1/7/1
13_	Key Report Samples (General and Compensation)	2 days	Wed 1/6/16	Thu 1/7/1
14_	Model Configuration - General	1 day	Fri 1/8/16	Fri 1/8/1
15	General Profile (amount of historical and future data)	1 day	Fri 1/8/16	Fri 1/8/1
16	Business Unit Structure(s)	1 day	Fri 1/8/16	Fri 1/8/1
17	Account Structure(s)	1 day	Fri 1/8/16	Fri 1/8/1
18	Scenarios/Versioning	1 day	Fri 1/8/16	Fri 1/8/1
19	Internal Cost Allocations	1 day	Fri 1/8/16	Fri 1/8/1
20	Budget Templates	1 day	Fri 1/8/16	Fri 1/8/1
21_	General Reports	1 day	Fri 1/8/16	Fri 1/8/1
22	Model Configuration - Position/Compensation	2 days	Mon 1/11/16	Tue 1/12/1
23	Payroll Calendar	2 days	Mon 1/11/16	Tue 1/12/1
24_	Payroll Events and Calculations	2 days	Mon 1/11/16	Tue 1/12/1
25	Positions (Jobs)	2 days	Mon 1/11/16	Tue 1/12/1
<u> 26</u>	Employee Classes/Groupings/Bargaining Units	2 days	Mon 1/11/16	Tue 1/12/1
27 28	Pay Plans/Grades (Step Schedules and/or Ranges)	2 days	Mon 1/11/16	Tue 1/12/1
<u>20</u> 29	Job to Class/Grouping/Bargaining Unit Mapping	2 days 2 days	Mon 1/11/16 Mon 1/11/16	Tue 1/12/1 Tue 1/12/1
<u> </u>	Job to Pay Grade Mapping Payroll Calculation to Account (Object) Mapping	2 days	Mon 1/11/16	Tue 1/12/1
31	Employee/Position Data and FTE Splits	2 days	Mon 1/11/16	Tue 1/12/1
32	Payroll Reports	2 days	Mon 1/11/16	Tue 1/12/1
33	Payroll Budgeting Setup Validation	2 days	Mon 1/11/16	Tue 1/12/1
34	Model Configuration - Decision Package/Other	1 day	Wed 1/13/16	Wed 1/13/1
35	Basic DP Setup (Capital Projects; Grants; Positions)	1 day	Wed 1/13/16	Wed 1/13/1
36	Dashboard/Key Performance Measures Setup	1 day	Wed 1/13/16	Wed 1/13/1
37	Process Analysis	7 days	Thu 1/14/16	Fri 1/22/1
38	Process Analysis Meeting	2 days	Thu 1/14/16	Fri 1/15/1
39	Present Preliminary PowerPlan Model	2 days	Thu 1/14/16	Fri 1/15/1
40	County's Processes/Requirements	2 days	Thu 1/14/16	Fri 1/15/1
41	County's Budget Preparation/Timelines	2 days	Thu 1/14/16	Fri 1/15/1
42	Scenarios/Budget Development Phases	2 days	Thu 1/14/16	Fri 1/15/1
43	Internal Service Charge Plan/Cost Allocations	2 days	Thu 1/14/16	Fri 1/15/1
44	Personnel and Compensation Budgeting Process	2 days	Thu 1/14/16	Fri 1/15/1
14 45	Non-Compensation Budgeting Process	2 days	Thu 1/14/16	Fri 1/15/1
1 6	Decision Packages Process	2 days	Thu 1/14/16	Fri 1/15/1
47	Budget Approval/Workflow	2 days	Thu 1/14/16	Fri 1/15/1
48			Thu 1/14/16	Fri 1/15/1
40 49	Data Analysis and Reporting User Security	2 days 2 days	Thu 1/14/16	Fri 1/15/1
19 50	Data Interfacing (with Lawson)	2 days	Thu 1/14/16	Fri 1/15/1
5 <u>0</u>	Identify Gaps (Requirements v. Functionality)	2 days	Thu 1/14/16	Fri 1/15/1
52	Review Proposed Solutions/Alternatives	2 days	Thu 1/14/16	Fri 1/15/1
53	Identify Project Critical Success Factors	2 days	Thu 1/14/16	Fri 1/15/1
54	Define County's Acceptance Test Criteria	2 days	Thu 1/14/16	Fri 1/15/1
55	Process Analysis Follow-Up	5 days	Mon 1/18/16	Fri 1/22/1
56	Map County's Processes to PowerPlan Functionality	5 days	Mon 1/18/16	Fri 1/22/1
57	Update PowerPlan Model as Needed	5 days	Mon 1/18/16	Fri 1/22/1
8	Prepare Comprehensive Process Analysis Report	5 days	Mon 1/18/16	Fri 1/22/1
59	Document Gaps, Solutions, Alternatives, etc.	5 days	Mon 1/18/16	Fri 1/22/1
30	Jointly Review (Draft) Process Analysis Report	5 days	Mon 1/18/16	Fri 1/22/1
31	County's Feedback on Process Analysis Report	5 days	Mon 1/18/16	Fri 1/22/1
32	Update Process Analysis Report as Needed	5 days	Mon 1/18/16	Fri 1/22/1
63	Jointly Review/Update PowerPlan Model	5 days	Mon 1/18/16	Fri 1/22/1

	Proposed PowerPlan Implementation for Fort Bend County, TX				
ID	Task Name	Duration	Start	Finish	
64	Technical/Installation	2 days	Mon 1/25/16	Tue 1/26/16	
65	PowerPlan Software Installation/Deployment	2 days	Mon 1/25/16	Tue 1/26/16	
66	Database Backup Provided by PowerPlan	2 days	Mon 1/25/16	Tue 1/26/16	
67	Database Restored at Fort Bend County	2 days	Mon 1/25/16	Tue 1/26/16	
68	Environment Setup (e.g., Train/Test/Production)	2 days	Mon 1/25/16	Tue 1/26/16	
69	PowerPlan Software Execution Validation	2 days	Mon 1/25/16	Tue 1/26/16	
70	PowerPlan Database Connectivity Validation	2 days	Mon 1/25/16	Tue 1/26/16	
71	Initial Admin Training and Implementation	6 days	Wed 1/27/16	Wed 2/3/16	
72	Pre-Planning for Implementation	3 days	Wed 1/27/16	Fri 1/29/16	
73	Administrator Training and Configuration Updates	3 days	Mon 2/1/16	Wed 2/3/16	
74	Database Setup and System Data Load	1 day	Mon 2/1/16	Mon 2/1/16	
75	Verify Account Structure	1 day	Mon 2/1/16	Mon 2/1/16	
76	Verify Accounting Unit Structure(s)	1 day	Mon 2/1/16	Mon 2/1/16 Mon 2/1/16	
77 78	Verify Budget Templates Configure Key Reports	1 day 1 day	Mon 2/1/16 Mon 2/1/16	Mon 2/1/16	
79	Load and Validate Test Data	1 day	Mon 2/1/16	Mon 2/1/16	
80	Review Data Transfer Routines/Utilities/Templates	1 day	Mon 2/1/16	Mon 2/1/16	
81	Load Historical Data (from Lawson)	1 day	Mon 2/1/16	Mon 2/1/16	
82	Validate Data Results	1 day	Mon 2/1/16	Mon 2/1/16	
83	Build User Security (various user roles)	1 day	Mon 2/1/16	Mon 2/1/16	
84	Payroll Budgeting Implementation Tasks	1 day	Tue 2/2/16	Tue 2/2/16	
85	Define and Verify Compensation Calculations	1 day	Tue 2/2/16	Tue 2/2/16	
86	Verify Classes/Groupings/Bargaining Units	1 day	Tue 2/2/16	Tue 2/2/16	
87	Verify Job/Position Tables	1 day	Tue 2/2/16	Tue 2/2/16	
88	Verify Pay Plans (Step Schedules and/or Ranges)	1 day	Tue 2/2/16	Tue 2/2/16	
89	Payroll Reports - Existing vs. New	1 day	Tue 2/2/16	Tue 2/2/16	
90	Set Up Security and Access Privileges	1 day	Tue 2/2/16	Tue 2/2/16	
91 92	Test Data Load Programs	1 day	Tue 2/2/16 Tue 2/2/16	Tue 2/2/16 Tue 2/2/16	
93	Load Employee/Position Data Validate Position Based Budgeting Accuracy	1 day 1 day	Tue 2/2/16	Tue 2/2/16	
94	Decision Packages (CIP/Other) Tasks	1 day	Wed 2/3/16	Wed 2/3/16	
95	Set Up Decision Package Parameters	1 day	Wed 2/3/16	Wed 2/3/16	
96	Define and Build Required Workflow	1 day	Wed 2/3/16	Wed 2/3/16	
97	Build Evaluation Criteria (if applicable)	1 day	Wed 2/3/16	Wed 2/3/16	
98	Review Existing Reports	1 day	Wed 2/3/16	Wed 2/3/16	
99	Set Up Security and Access Privileges	1 day	Wed 2/3/16	Wed 2/3/16	
100	Validate Decision Package Model	1 day	Wed 2/3/16	Wed 2/3/16	
101	Review Business Processes	1 day	Wed 2/3/16	Wed 2/3/16	
102	Model Testing/Validation by the County	8 days	Thu 2/4/16	Mon 2/15/16	
103	System Implementation Wrap-up	3 days	Tue 2/16/16	Thu 2/18/16	
104	Position, Compensation and Non-Compensation	2 days	Tue 2/16/16	Wed 2/17/16	
105	Validate Existing PowerPlan Model	2 days	Tue 2/16/16	Wed 2/17/16	
106	Update/Finalize Configuration as Needed	2 days	Tue 2/16/16	Wed 2/17/16	
107	Configure Key Measurements/Dashboard	2 days	Tue 2/16/16	Wed 2/17/16	
108	Overview and Documentation	1 day	Thu 2/18/16	Thu 2/18/16	
109	County's Processes within PowerPlan (Overview)	1 day	Thu 2/18/16	Thu 2/18/16	
110	Provide Administrative User Guide	1 day	Thu 2/18/16	Thu 2/18/16	
111	Provide End-User Guide	1 day	Thu 2/18/16	Thu 2/18/16	
112	Acceptance Test by Fort Bend County	6 days	Thu 2/18/16	Thu 2/25/16	
113	System Functionality and User Navigation	6 days	Thu 2/18/16	Thu 2/25/16	
114	Data Accuracy	6 days	Thu 2/18/16	Thu 2/25/16	
115	Other Acceptance Criteria	6 days	Thu 2/18/16	Thu 2/25/16	
116	User Training	3 days	Fri 2/26/16	Tue 3/1/16	
117	Pre-Planning for User Training	1 day	Fri 2/26/16	Fri 2/26/16	
118	Conduct User Training Classes	2 days	Mon 2/29/16	Tue 3/1/16	
119	PowerPlan System Go-Live	1 day	Wed 3/2/16	Wed 3/2/16	

Scope of Work

The following sample project scope will be conducted both remotely and onsite per the mutually agreed upon project implementation schedule. The assigned PowerPlan implementation team will be available per the project implementation schedule and requires that Fort Bend County make the same project resource commitment. The proposed agreement includes five (5) to seven (7) days of joint working sessions at Fort Bend County to perform the initial PowerPlan implementation and to conduct System Administrator training (train-the-trainer), plus any additional days as identified in the project implementation schedule.

Highlighted below is the sample proposed PowerPlan Scope of Work for Fort Bend County:

PowerPlan Project Preparation

- Objectives
- Data Collection
- Preliminary Model Configuration
- Process Analysis Meeting and Follow-Up

PowerPlan Basic Configuration

- Fiscal Year Set Up
- Number of Years (Historical Data and Future Projections)
- Scenarios/Versioning
- User Security and Workflow

Accounting Unit Structure

- Entities (imported via text file from Fort Bend County)
- Hierarchy (e.g., Fund Structure; Department Structure)
- Properties (other groupings if applicable)

Account Structure

- Chart of Accounts (imported via text file from Fort Bend County)
- Account Properties
- Account Formulas
- Conceptual Overview of Drivers/Ratios
- Conceptual Overview of Allocations (Internal Service Providers)

Payroll Configuration

- Pay Periods
- Position (Job) List
- Salary Ranges/Pay Step Tables
- Employee Classes
- Employee Events and Payroll Calculations
- Payroll Calculations mapping to PowerPlan Accounts
- Position/Employee Data
- Position/Employee Allocations
- Class Templates
- User Access
- Payroll Verification
- Inherent Payroll Reports
- User Defined Payroll Reports (up to 2, if applicable)

Decision Packages/CIP Configuration

- Parameters (e.g., Request Types, Request Reasons, Request Statuses, Properties, etc.)
- Workflow
- Inherent Decision Package/CIP Reports

Presentation Layer

- Budget Templates
- Data Views/Reports (approx. 3 5 key reports)

Data Load

- Historical/Actual Data (up to 5 years Trial Balance imported via text file from the County)
- Transaction Details (optional)
- Budget Data

Analysis

- Conceptual Overview of Key Performance Indicators/Dashboard
- KPI Configuration (1 Department up to 6 Performance Measurements)

Documentation*

- System Administrator's Guide (Standard document)
- User Guide (Standard document)

*Note: The PowerPlan team (upon request by Fort Bend County) can prepare custom documentation for an additional service fee.

System and Process Quality Assurance

- Setup Verification (Entities, Accounts, Payroll, CIP, etc.)
- Computations and Data Consolidation Verification
- Process Review and Validation



Tab 5: Fort Bend County's Required Forms

Addendum and Amendment Acknowledgement

PowerPlan Corporation acknowledges the receipt of the following addendums:

Business & Technical Requirements – Amended	Date: 11/10/15
Questions & Answers #1	Date: 11/10/15
Questions & Answers #2	Date: 11/12/15

Proof of Insurance



CERTIFICATE OF LIABILITY INSURANCE

SPL R002 DATE (MM/DD/YYYY) 10/16/2015

THIS CERTIFICATEIS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND. EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATIONIS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT NAME: PHONE WELLS FARGO INS INC/PAC NEP (AC, No, Exp (AVC, No): E-MAIL 715725 P: F: ADDRESS PO BOX 33015 INSURER(S) AFFORDING COVERAGE NATC# 37478 SAN ANTONIO TX 78265 MNSURERA: Hartford Ins Co of the Midwest INSUREO INSURER C POWERPLAN CORPORATION ENSURER D 2130 MAIN ST STE 245 INSURER E : HUNTINGTON BEACH CA 92648 INSURER F COVERAGES CERTIFICATE NUMBER: REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. POLICY EFF POLICY ENP ADDL SUBR TYPE OF INSURANCE POLICY NUMBER EACH OCCURRENCE COMMERCIAL GENERAL LIABILITY DAMAGE TO RENTED PREMISES (Ea occurrence) CLAIMS-MADE loccur MED EXP (Any one person) PERSONAL & ADVINJURY GENERAL AGGREGATE GENL AGGREGATE LIMIT APPLIES PER: PRO-POLICY roc PRODUCTS - COMP/OP AGG JECT OTHER: COMBINED SINGLE LIMIT AUTOMOBILE LIABILITY (Ea accident) ANY AUTO BODILY INJURY (Per person) ALL OWNED SCHEDULED BODILY INJURY (Per accident) AUTOS NON-OWNED PROPERTY DAMAGE HIRED AUTOS AUTOS (Per accident) UMBRELLA LIAB OCCUR EACH OCCURRENCE CLAIMS-MADE AGGREGATE **EXCESS LIAB** DEC RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LLIBILITY X STATUTE ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? 1,000,000 E.L. EACH ACCIDENT 1,000,000 41 WEG ZG3626 11/23/2015 11/23/2016 (Mandatory in NH) E.L. DISEASE- EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS below \$1,000,000 E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Those usual to the Insured's Operations.

BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

The policy provisions of the policy provisions of the policy provisions.

CANCELLATION

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SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED

ACORD 25 (2014/01)

CERTIFICATE HOLDER

The ACORD name and logo are registered marks of ACORD



CERTIFICATE OF LIABILITY INSURANCE

SPL R002

DATE (MM/DD/YYYY) 10/16/2015

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

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

certificate holder in lieu of such endorsement(s).	The state of the s	10 10 1110
PRODUCER	CONTACT NAME:	
MARSH ADVANTAGE AMERICA/PHS	PHONE (AC, No, EUR (877) 616-7474 (AC, No): (888)	443-6112
543148 P: (877) 616-7474 F: (888) 443-6112	E-MAPL ADDRESS:	
PO BOX 33015	INSURER(S) AFFORDING COVERAGE	NAICE
SAN ANTONIO TX 78265	INSURERA: Sentinel Ins Co LTD	11000
INSURED	INSURER B;	
	INSURER C:	
POWERPLAN CORPORATION	INSURER O:	
2130 MAIN ST STE 245	INSURER E :	
HUNTINGTON BEACH CA 92648	INSURER F ;	
COVERAGES CERTIFICATE NUMBER:	REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW	HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE	POLICY PERIOD

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

L	TERMISEAGEOGRAPHS GOTOTTONIS OF SUCH POLICIES, EINITS STOWN WAT THAY E BEEN REDUCED BY PAID CLAIMS.							
LYR			SUBR BYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYY)	LIMI	rs .
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	1,000,000
Α	X General Liab			54 SBA TJ5158	09/16/2015	09/16/2016	MED EXP (Any one person)	:10,000
							PERSONAL & ADV INJURY	2,000,000
	GENT AGGREGATE LIMIT APPLIES PER:				1		GENERAL AGGREGATE	4,000,000
	POLICY PRO- JEGT X LOC						PRODUCTS - COMPJOP AGG	\$4,000,000
	OTHER:] [\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
	ANY AUTO						BODILY INJURY (Per person)	5
Ą	ALL OWNED SCHEDULED AUTOS			54 SBA TJ5158	09/16/2015	09/16/2016	BODILY INJURY (Per accident)	5
	X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	è
3		\sqcup						3
536	UMBRELLA LIAB OCCUR	Ш					EACH OCCURRENCE	s
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$
	CED RETERMON \$							\$
	B ORNERS COMPENSATION AND EMPLOYERS' LIABILITY						PER OTH- STATUTE ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N						E.L. EACH ACCIDENT	5
	(Mandatory in NH)	WA.					E.L. DISEASE- EA EMPLOYEE	s
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$
Α	A Technology E&O 54 SBA TJ5158 09/16/2015 09/16/2016 1,000,000/1,000,000					0		
DESC	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)							

Those usual to the Insured's Operations.

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED
•••	BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE
	DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	Max Maillow
•	/ _ /

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ACORD 25 (2014/01)

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Respondent Form

Respondent Information

PowerPlan Corporatio	n
----------------------	---

Legal Name of Contracting Company

77-0344032

Federal ID Number (Company or Corporation) or Social Security Number (Individual)

714-969-5353

714-969-0933

Telephone Number

Facsimile Number

2130 Main Street, Suite 245

Complete Mailing Address (for Correspondence)

Huntington Beach, CA 92648

City, State and Zip Code

Same as above

Complete Remittance Address (if different from above)

Same as above

City, State and Zip Code

Don Reiner, VP Sales

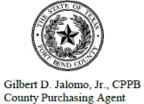
Authorized Representative and Title (printed)

dreiner@powerplancorp.com

Authorized Representative's Email Address

Signature of Authorized Representative

Vendor Form



COUNTY PURCHASING AGENT

Fort Bend County, Texas

(281) 341-8640 Fax (281) 341-8642 or 341-8645

Vendor Information

Federal ID # or S.S #	77-0344032	Dun and Bradstreet #
Type of Business	X Corporation/LLC Sole Proprietor/Individual Partnership	_
Legal Company Name	PowerPlan Corporation	Year Business was Established 1998
Remittance Address	2130 Main Street, Suite 245	
City/State/Zip	Huntington Beach, CA 92648	
Physical Address	Same as above	
City/State/Zip	Same as above	
County	•	nge County, CA
Phone/Fax Number	Phone: 714-969-5353 Fax: 7	714-969-0933
Contact Person	Don Reiner, VP Sales	
E-mail	dreiner@powerplancorp.com	
Special Notes		
The Company listed above is a (check all	DBE-Disadvantaged Business Enterprise	Certification #
that apply and attached	SBE-Small Business Enterprise HUB-Texas Historically Underutilized Bu	Certification #
certificate).	WBE-Women's Business Enterprise	Certification #
	MBE-Minority Business Enterprise	Certification #
Company's gross annual receipts:	<\$500,000 <u>X</u> \$500,000-\$4,999,999 \$17,000,000-\$22,399,999>\$22,400,0	\$5,000,000-\$16,999,999 00
NAICs codes (Please enter all that apply).		
DI EAGE NOTE	W 0 monds to be attached in order to be an	

PLEASE NOTE: W-9 needs to be attached in order to be entered into our system

Form W-9

Form W-9
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

	1 Name (as shown on your income tax return). Name is required on this line; do	o not leave this line blank.			
	2 Business name/disregarded entity name, if different from above				
ge 2.	PowerPlan Corporation				
page	3 Check appropriate box for federal tax classification; check only one of the fol	llowing seven boxes:		4 Exemptions (codes apply only to	
Print or type Specific Instructions on	☐ Individual/sole proprietor or ☐ C Corporation ☐ S Corporate single-member LLC	tion Partnership	Trust/estate	certain entities, not individuals; see instructions on page 3):	
	Limited liability company. Enter the tax classification (C=C corporation, S		-	Exempt payee code (if any) Exemption from FATCA reporting	
	Note. For a single-member LLC that is disregarded, do not check LLC; che the tax classification of the single-member owner.	eck the appropriate box in the line	e above for	code (if any) (Applies to accounts maintained outside the U.S.)	
F P	Other (see instructions)* 5 Address (number, street, and apt. or suite no.)	Recu	lester's name	and address (optional)	
peci	2130 Main Street, Suite 245	Noqu	icaci o name	and address (opasital)	
See	6 City, state, and ZIP code Huntington Beach, CA 92648				
	7 List account number(s) here (optional)				
Pa	Taxpayer Identification Number (TIN)				
	your TIN in the appropriate box. The TIN provided must match the nam	ne given on line 1 to avoid	Social se	curity number	
reside	up withholding. For individuals, this is generally your social security nument alien, sole proprietor, or disregarded entity, see the Part I instruction	ns on page 3. For other			
	es, it is your employer identification number (EIN). If you do not have a r in page 3.	number, see How to get a	or		
	Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for quidelines on whose number to enter.				
guide	miles of whose number to enter.		77	- 0 3 4 4 0 3 2	
Par	tll Certification				
Unde	r penalties of perjury, I certify that:				
1. Th	e number shown on this form is my correct taxpayer identification number	ber (or I am waiting for a num	ber to be iss	ued to me); and	
Se	im not subject to backup withholding because: (a) I am exempt from bai ervice (IRS) that I am subject to backup withholding as a result of a failu longer subject to backup withholding; and				
3. 1a	m a U.S. citizen or other U.S. person (defined below); and				
4. Th	e FATCA code(s) entered on this form (if any) indicating that I am exem	pt from FATCA reporting is o	correct.		
becau intere gener	fication instructions. You must cross out item 2 above if you have bee use you have failed to report all interest and dividends on your tax return ast paid, acquisition or abandonment of secured property, cancellation of rally, payments other than interest and dividends, you are not required t	 For real estate transactions of debt, contributions to an ind 	s, item 2 doe lividual retire	s not apply. For mortgage ment arrangement (IRA), and	
-	ctions on page 3.			1	
Sign	Signature of // ///	Date	11/19/	15	
Ger	neral Instructions	Form 1098 (home mortgage (tuition)	interest), 409	8-E (student loan interest), 1098-T	
	n references are to the Internal Revenue Code unless otherwise noted.	• Form 1099-C (canceled del	ot)		
	e developments. Information about developments affecting Form W-9 (such islation enacted after we release it) is at www.irs.gov/fw9 .	 Form 1099-A (acquisition or 	abandonment	of secured property)	
and the same	pose of Form	Use Form W-9 only if you a provide your correct TIN.	re a U.S. pers	on (including a resident alien), to	
	ividual or entity (Form W-9 requester) who is required to file an information	If you do not return Form W to backup withholding. See w		ester with a TIN, you might be subject withholding? On page 2.	
which	with the IRS must obtain your correct taxpayer identification number (TIN) may be your social security number (SSN), individual taxpayer identification	By signing the filled-out for		g g	
identifi	er (ITIN), adoption taxpayer identification number (ATIN), or employer ication number (EIN), to report on an information return the amount paid to	 Certify that the TIN you a to be issued). 	are giving is co	rrect (or you are waiting for a number	
you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following: 2. Certify that you are not subject to backup withholding, or				up withholding, or	
• Form	n 1099-INT (interest earned or paid)	3. Claim exemption from ba	ckup withhold	ing if you are a U.S. exempt payee. If	
	n 1099-DIV (dividends, including those from stocks or mutual funds)	any partnership income from	a U.S. trade or	J.S. person, your allocable share of business is not subject to the	
• Form	n 1099-MISC (various types of income, prizes, awards, or gross proceeds) n 1099-B (stock or mutual fund sales and certain other transactions by	4. Certify that FATCA code	(s) entered on	effectively connected income, and this form (if any) indicating that you are	
• Form	s) n 1099-S (proceeds from real estate transactions)	exempt from the FATCA repo page 2 for further information		t. See what is FATCA reporting? On	
	1099-K (merchant card and third party network transactions)				

Tax Form

Job N	o.:			
			TAX FORM/DEBT/ RESIDENCE CERTIFICATION (For Advertised Projects)	
Taxpa	yer Ide	entification Nun	per (T.I.N.):	_
Comp	any Na	ame submitting	id/Proposal: PowerPlan Corporation	_
Maili	ng Add	lress: 2130 M	in St., Suite 245; Huntington Beach, CA 92648	
Are y	ou regi	istered to do bus	ness in the State of Texas? Yes X No	
			ne names and addresses of any partnership of which you are a general partner or any a you operate your business	
I.	nam		cable property in Fort Bend County owned by you or above partnerships as well as any d/b and personal property as well as mineral interest accounts. (Use a second sheet of paper if	/a
Fort E	Bend C	ounty Tax Acet	No.* Property address or location**	
NON	E			
** Fo	r real p ere the	property, specify	t identification number assigned by the Fort Bend County Appraisal District. The property address or legal description. For business personal property, specify the addre ed. For example, office equipment will normally be at your office, but inventory may be stor cation.	
II.			<u>ebt</u> - Do you owe any debts to Fort Bend County (taxes on properties listed in I above, urt judgments, etc.)?	
		Yes X No	If yes, attach a separate page explaining the debt.	
III.	requ	ests Residence	on - Pursuant to Texas Government Code §2252.001 et seq., as amended, Fort Bend Courertification. §2252.001 et seq. of the Government Code provides some restrictions on tental contracts; pertinent provisions of §2252.001 are stated below:	
	(3)	"Nonresident	dder" refers to a person who is not a resident.	
	(4)		er" refers to a person whose principal place of business is in this state, including a lose ultimate parent company or majority owner has its principal place of business in	
		I certify that_	is a Resident Bidder of Texas as defined in Government Code	
		§2252.001.	[Company Name]	
	X	I certify that P	werPlan Corporation is a Nonresident Bidder as defined in Government Code [Company Name]	
		§2252.001 an	our principal place of business is Huntington Beach, CA [City and State]	

Mandatory Form



Contractor Acknowledgement of Stormwater Management Program

I hereby acknowledge that I am aware of the stormwater management program and standard operating procedures developed by Fort Bend County in compliance with the TPDES General Permit No. TXR040000. I agree to comply with all applicable best management practices and standard operating procedures while conducting my services for Fort Bend County. I agree to conduct all services in a manner that does not introduce illicit discharges of pollutants to streets, stormwater inlets, drainage ditches or any portion of the drainage system. The following materials and/or pollutant sources must not be discharged to the drainage system as a result of any services provided:

- Grass clippings, leaves, mulch, rocks, sand, dirt or other waste materials resulting from landscaping activities, (except those materials resulting from ditch mowing or maintenance activities)
- 2. Herbicides, pesticides and/or fertilizers, (except those intended for aquatic use)
- 3. Detergents, fuels, solvents, oils and/or lubricants, other equipment and/or vehicle fluids,
- 4. Other hazardous materials including paints, thinners, chemicals or related waste materials,
- Uncontrolled dewatering discharges, equipment and/or vehicle wash waters,
- 6. Sanitary waste, trash, debris, or other waste products
- Wastewater from wet saw machinery,

PowerPlan Corporation

(Company/Contractor)

8. Other pollutants that degrade water quality or pose a threat to human health or the environment.

Furthermore, I agree to notify Fort Bend County immediately of any issue caused by or identified by:

that is believed to be an immediate threat to he	uman health or the environment.
	11/19/15
Contractor Signature	Date
Don Reiner	
Printed Name	
VP, Sales	
Title	

Software License Agreement

SOFTWARE LICENSE AGREEMENT

This Agreement, effective as of: <u>TBD (mm/dd/yy)</u>, is between **PowerPlan Corporation** ("<u>Licensor</u>"), a California corporation, and **Fort Bend County**, **TX**, ("<u>Customer</u>").

TERMS AND CONDITIONS

Licensor and Customer agree as follows:

1. **DEFINITIONS.**

- 1.1 "Maintenance Period" means each annual support and maintenance period during the term of this Agreement commencing upon completion of system administrator training and initial implementation.
- 1.2 "Software" means that certain computer software in machine readable, object code format only, as well as any related manuals or other documentation ("Documentation") as furnished by Licensor to Customer under this Agreement.
- 1.3 "Authorized Entities" shall mean divisions, departments, and other legal entities which fall within the business management structure of the Owner.
- 1.4 "Customer's internal business" shall be deemed to include, without limitation, the ordinary business of Customer's Authorized Entities.

2. SOFTWARE LICENSE GRANT.

- 2.1 Subject to the terms of this Agreement, Licensor grants Customer a non-exclusive, non-transferable license to use the object code version of the Software for its internal business purposes.
- 2.2 Licensor guarantees that the Software contains no expiration of code, expiration date or other system parameter designed to limit or prohibit Licensor's use of the Software.
- 2.3 Customer's rights in the Software will be limited to those expressly granted in this Section.
- 2.4 Subject to the terms and conditions of this Agreement, the rights granted to Customer in this Agreement are extended to Customer's employees and to Customer's authorized contractors, auditors, and regulators, in each case to the extent reasonably necessary to support Customer's use of the software as contemplated hereunder. In addition, Customer may communicate with any Approved Entities and the authorized employees and agents of those Approved Entities via the Software (for example, through reports and documents generated by the Software) as reasonably necessary for Customer's internal business purposes. The preceding sentence shall not be construed as a license grant enabling any Approved Entity to use the Software for its own business purposes.

3. LICENSE RESTRICTIONS.

- 3.1 Customer will not disassemble, decompile, or reverse engineer the Software.
- 3.2 Customer will not copy the Software in whole or in part, except for reasonable numbers of back-up copies. Customer may copy reasonable portions of the Documentation for internal training purposes, or imbed such portions in other internal documentation.

4. PROPRIETARY RIGHTS.

- 4.1 The Software and Documentation, in whole and in part and all copies thereof, are and will remain the sole and exclusive property of Licensor.
- 4.2 Customer will not delete or in any manner alter the copyright, trademark, and other proprietary rights notices of Licensor and its licensors, if any, appearing on the Software or Documentation as delivered to Customer. Customer will reproduce such notices on all copies it makes of the Software or Documentation.

5. FEES AND TAXES.

All Fees will be paid by Customer to Licensor as outlined in Exhibit A.

6. WARRANTIES.

- 6.1 Licensor warrants that:
- 6.1.1 the Software will perform in accordance with the Documentation in all material respects; and
- 6.1.2 the storage media containing the Software will be free from defects in materials and workmanship.
- 6.2 In the event the Software or storage media fails to conform to such warranty, Licensor will, at its option and without charge to Customer, repair or replace the Software or storage media or offer a refund to Customer.
- 6.3 THE WARRANTIES IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.

7. SOURCE CODE ESCROW ACCOUNT.

At the request of Customer, the licensor will make available the PowerPlan source code according to the requirements of the mutually agreed upon escrow agreement after receipt of funds at the end of the implementation process. The entire cost of creating and maintaining the escrow account will be the responsibility of the Customer. The escrow account will be updated periodically with the latest revisions of PowerPlan source code according to the requirements of the escrow agreement. In the event that Licensor ceases business operations, Customer will have non-exclusive rights to access, modify and use the source code according to the source code agreement. This account will be established and maintained on an annual basis under contract terms mutually agreed upon by both companies, and with a mutually agreed and reputable source code escrow company or another option as mutually agreed upon.

8. INDEMNITY.

- 8.1 <u>Duty to Indemnify and Defend.</u>
- 8.1.1 Licensor will indemnify Customer against, and will defend or settle at Licensor's own expense, any action or other proceeding brought against Customer to the extent that it is based on a claim that the use of the Software as licensed in this Agreement infringes any U.S. copyright or that the Software incorporates any misappropriated trade secrets.
- 8.1.2 Licensor will pay any and all costs, damages, and expenses (including but not limited to reasonable attorneys' fees) Customer becomes obligated to pay in any such action or proceeding attributable to any such claim.

- 8.1.3 Licensor will have no obligation under this Section as to any action, proceeding, or claim unless:
- 8.1.3.1 Licensor is notified of it promptly;
- 8.1.3.2 Licensor has sole control of its defense and settlement; and
- 8.1.3.3 Customer provides Licensor with reasonable assistance in its defense and settlement.
- 8.2 <u>Injunctions</u>. If Customer's use of any Software under the terms of this Agreement is, or in Licensor's opinion is likely to be, enjoined due to the type of infringement or misappropriation specified in Section 8.1.1 then Licensor may, at its sole option and expense, either:
- 8.2.1 procure for Customer the right to continue using such Software under the terms of this Agreement;
- 8.2.2 replace or modify such Software so that it is noninfringing and substantially equivalent in function to the enjoined Software; or
- 8.2.3 if options 8.2.1 and 8.2.2 above cannot be accomplished despite the reasonable efforts of Licensor, then Licensor may both:
- 8.2.3.1 terminate Customer's rights and Licensor's obligations under this Agreement with respect to such Software.
- 8.3 THE FOREGOING ARE LICENSOR'S SOLE AND EXCLUSIVE OBLIGATIONS, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES, WITH RESPECT TO INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS.
- 8.4 Licensor will have no obligations under this Section 8 with respect to infringement or misappropriation arising from:
- 8.4.1 modifications to the Software that were not authorized by Licensor;
- 8.4.2 Software specifications requested by Customer; or
- 8.4.3 the use of Software with products not provided by Licensor.

9. CONFIDENTIAL INFORMATION.

- 9.1 Customer and Licensor agree:
- 9.1.1 that neither party will disclose or, except as expressly permitted in this Agreement, use any Software, Documentation, or other technical or proprietary business information disclosed to it by the other party as ("Confidential Information"); and
- 9.1.2 that both parties will take all reasonable measures to maintain the confidentiality of all Confidential Information in its possession or control, which will in no event be less than the measures it uses to maintain the confidentiality of its own information of equal importance.
- 9.2 Confidential Information will not include information that:
- 9.2.1 is in or enters the public domain without breach of this Agreement; or
- 9.2.2 Customer receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation.
- 9.3 Customer acknowledges that the Software is a trade secret of Licensor, the disclosure of which would cause substantial harm to Licensor that could not be remedied by the payment of damages alone. Accordingly, Licensor will be entitled to preliminary and permanent injunctive relief and other equitable relief for any breach of this Section.

10. LIMITATIONS OF LIABILITY.

10.1 LICENSOR'S TOTAL LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE LICENSE FEE.

10.2IN NO EVENT WILL LICENSOR BE LIABLE TO CUSTOMER UNDER THIS AGREEMENT FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

11. TERM AND TERMINATION.

This Agreement will continue in full force and effect perpetually, except as follows:

- 11.1 Licensor will have the right to terminate this Agreement if Customer breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days of written notice from Licensor.
- 11.2 If this Agreement is terminated, Customer will immediately return to Licensor or (at Licensor's request) destroy all copies of the Software in its possession or control, and an officer of Customer will certify to Licensor in writing that it has done so.
- 11.3 The provisions of Sections 4 (Ownership) and 9 (Confidential Information) will survive termination of this Agreement for any reason.
- 11.4 The exercise by Licensor of any remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

12. CHOICE OF LAW.

This Agreement will be governed by and construed in accordance with the laws of the State of California applicable to agreements entered into, and to be performed entirely, within California between California residents.

13. ASSIGNMENT.

This Agreement will bind and inure to the benefit of each party's successors and assigns, provided that Customer may not assign this Agreement, in whole or in part, without Licensor's written consent.

14. NOTICES.

All notices under this Agreement will be deemed given when delivered personally or sent by U.S. certified mail, return receipt requested, to the address shown below or as may otherwise be specified by either party to the other in accordance with this Section.

15. SEVERABILITY.

If any provision of this Agreement is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions of this Agreement will not be affected.

16. WAIVER.

No failure of either party to exercise or enforce any of its rights under this Agreement will act as a waiver of such rights.

17. FORCE MAJEURE.

Each party is excused for failures and delays in performance (except for any nonpayment of money hereunder) due to causes or occurrences beyond its control including acts of God, earthquake, fire, flood, accident, war, riots, labor disputes, government actions and the like.

18. ENTIRE AGREEMENT.

- 18.1 This Agreement is the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter.
- 18.2 This Agreement expressly supersedes preprinted terms and conditions of any Customer purchase order. Such purchase orders may serve as a supplement to this Agreement for order of additional products and services, and will be effective only as to quantity and price.

The parties have caused this Agreement to be executed by their duly authorized representatives.

Customer:	Licensor:
Fort Bend County, TX	PowerPlan Corporation
By:	By:
Name:	Name: Don Reiner
Title:	Title: <u>VP, Sales</u>
Date:	Date:

Exhibit A

License Fee (One-Time): \$75,000.00 USD



Additional PowerPlan Information

Customer Quotes and Testimonials



Budgeting | Forecasting | Reporting | Analysis



What your peers are saying about PowerPlan...

"PowerPlan has taken our budget development process to a new level. The accuracy of our projected salaries and benefits has significantly helped us to fine-tune our budget. The software also helps us to plan well into the future using a five-year projection model. With this model, we can change specific details, such as pay raise rates or benefits, and see the projected effect of those changes over the next five years."

Joe Christopher, Financial Analyst I City of Henderson, NV

"The customer service of PowerPlan is excellent! All of the personnel and consultants we worked with were very accommodating to our district's complex needs and specifications. They truly took the time to understand our organization's methodology and processes to ensure they are applied accordingly so that we accomplish our budget goals on time."

Rosalind Medina, CPA, Director of Budget Tacoma School District #10, WA

"As a large government agency (8,500+ positions), we have a very diverse and complex payroll structure as well as several unique requirements as dictated by our various fund types and functions. The PowerPlan software has both the capability and ease of flexibility to meet those complicated requirements. Furthermore, their staff is second to none in customer service. They consistently make themselves available to immediately address questions, concerns, or issues as well as implement recommended improvements to their software."

Yolanda King, CFO Clark County, NV

"One of the best features of PowerPlan is the simplicity it offers to our end users. Many only utilize the system a few times a year at key times during our budget process. The simple, straightforward processes for submitting budget requests, reviewing and entering budget data and submitting reports makes working with the system a breeze! Providing quality service to our end users is something we pride ourselves on and PowerPlan helps us with that mission."

Gregory Westrum, Budget Manager City of Chandler, AZ

"Choosing PowerPlan was a great decision for us. Implementation was easy and services response is excellent. PowerPlan has helped us streamline our budget planning and monitoring processes, engage in more in-depth data analysis, and make better decisions."

Michael Halford, Budget Director Guilford County, NC

POWERPLAN

Budgeting | Forecasting | Reporting | Analysis

Williamson County, TX

Challenge

For the past several years and up until recently, Williamson County's budgeting processes were handled through an Oracle Web Center Portal. This system, however, was being phased out and finding a replacement solution was imminent. Not only would the new budgeting solution need to accommodate a diverse set of users with varying needs, backgrounds, and skillsets, but the system would also need to be flexible and dynamic enough to effectively handle the County's many exceptions to standard processes. The task at hand seemed monumental, but nevertheless, a search for the right solution and the right vendor was underway.

Solution

Subsequent to receiving a number of responses to Williamson County's Request for Proposal for a Public Sector Budget Software issued in early 2014, the County reviewed responses, scheduled product demonstrations, and conducted vendor interviews. Our selection committee chose PowerPlan based on several factors including overall product functionality and ease-of-use, their ability to demonstrate how our key processes and significant requirements would be effectively satisfied, and their proposed implementation strategy. PowerPlan was certainly perceived as a solution that would benefit Williamson County, provide for the much needed increased transparency, and also allow for growth.

Status

While implementing a new software organization-wide can be very difficult and intimidating, we experienced a successful roll out of PowerPlan to approximately 100 system users throughout Williamson County. Our strategy was to start early, involve users immediately, and offer plenty of user training. The PowerPlan team offered a solution, workaround, or fix to every exception we brought to the table. They share their expertise in best practices and continue to help us tailor the solution to our needs.

Quote

"Users are ecstatic to have historical data, detailed notes, reports and graphs at their fingertips. Our positive experience with PowerPlan has helped us tremendously and has allowed us to formalize many of our policies and procedures, all to which the Court has been quite receptive."

Ashlie Koenig, Budget Officer at Williamson County, Texas

<u>Overview</u>

Population: 471,014

Total Budget: \$236,000,000

Financial System: Oracle EBS

No. of Employees: 1,800

Fiscal Year: October - September



About Williamson County

Williamson County is seated in Georgetown, Texas. The Commissioners Court is the overall governing body of Williamson County. Among the duties of the Commissioners Court is administration of all the business of the County. The stewardship of public funds is one of the greatest responsibilities of the Commissioners Court. Therefore, the establishment and maintenance of budget policy is critical to ensure County officials protect public interests and promote citizens' confidence in County government.

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Budgeting | Forecasting | Reporting | Analysis

Guilford County, NC

Challenge

Prior to implementing PowerPlan's integrated budgeting solution, Guilford County's old processes involved working with a collection of spreadsheets that required a considerable amount of time and effort to manage. There was a real need for a solution that would allow the team to better conduct data collection, analysis and reporting functions. Instead of fixing spreadsheets, staff members needed to be able to dedicate more time to understanding the numbers. Dashboards were also desirable to allow key department employees and senior management to effectively evaluate fiscal performance on a monthly basis.

Solution

Guilford County issued a Request for Proposal seeking a Budget Planning & Management System in late 2011 and subsequently reviewed responses from a number of vendors. Key decision-making factors included finding a solution that was easy to use, allowed departments to easily enter and view information, provided strong analytical capabilities, required very little customization to meet the county's needs, was flexible enough to respond to changing demands, had a quick and efficient implementation, and was priced within the county's budget. Users wanted to be able to look at data from different angles, consolidation levels, etc., and wanted dashboard capabilities. PowerPlan met all of those requirements and is currently accessed by approximately 150 users county-wide.

Results

Some of the notable benefits of using PowerPlan include having increased time for data analysis, more in-depth conversations with departments about major budget items, and access to monthly dashboards that are easy to use and provide a snapshot of department performance. Gains in analytical time have allowed the Budget Office to avoid asking for new positions despite additional demands being placed on the department.

Quote

"Choosing PowerPlan was a great decision for us. Implementation was easy and service response is excellent. PowerPlan has helped us streamline our budget planning and monitoring processes, engage in more in-depth data analysis, and make better decisions."

Michael Halford, Budget Director at Guilford County, North Carolina

Overview

Population: 506,000

Financial System: Lawson No. of Employees: 2,370 Fiscal Year: July – June



About Guilford County

Guilford County is located in the U.S. state of North Carolina and is seated in Greensboro. The county is a full-service county, providing a wide range of public health, law enforcement, emergency response, community recreation, and social services to its 506,000 residents. The county employs 2,370 full-time and part-time employees.

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Value Proposition

PowerPlan is a dynamic and flexible solution that has always been and will continue to be customer requirements driven. In addition to keeping abreast of current technology, key product modifications and enhancements released in each new version are a result of direct customer feedback. The PowerPlan team is service-oriented and is very proud of the relationships we have built with our customers.

Specific value proposition points are highlighted below:

- All of the PowerPlan modules are integrated into one comprehensive budgeting and reporting solution and there are no additional modules to purchase separately.
- PowerPlan Corporation is proposing the "On-premise, Client Hosted" option for Fort Bend County, which includes an "Unlimited Concurrent User License" along with the "1st year Maintenance & Support Fees".
- The PowerPlan solution is fully configurable, multi-dimensional, and supports a comprehensive and integrated multi-year budget development process for the operating, personnel and capital budgets – including collecting budget requests, developing projections, performing multi-year forecasting and planning (up to 15 future years for the Operating Budget and up to 40 years for the Capital Budget), analyzing data and reporting.
- A typical PowerPlan implementation is completed within about 4 8 weeks depending on the
 project size and scope. System flexibility easily allows modification or updating of the existing
 model to accommodate changing business needs. These types of updates are configured and
 managed by the Administrative Users at Fort Bend County and do not require program changes
 or IT involvement.
- PowerPlan supports an 'unlimited' number of Scenarios, which are configurable by each client. Payroll/Labor forecasting and non-personnel forecasting can be based on varying assumptions whereby multiple 'what-if' scenarios are generated and compared using PowerPlan's intrinsic variance analysis functionality.
- PowerPlan has an internal report writer and functions as a centralized reporting hub for both financial and non-financial data, thus generally reducing and/or eliminating the need to circulate hard copy reports. The system's inherent reporting tool is flexible, includes a number of standard or pre-configured report formats, and supports ad-hoc report configuration.
- PowerPlan includes a standard data import/export module, PowerLink, which manages all
 incoming and outgoing data and facilitates exchanging data with any other system. PowerLink is
 used during the configuration process to accommodate initial data import files from the client's
 existing systems and is used on an ongoing basis to schedule routine data updates at the
 frequency deemed appropriate by each client (e.g., monthly, weekly or nightly).
- PowerPlan Corporation utilizes only internal full-time employees for all implementations, and no third-party personnel or contractors are ever utilized.

EXHIBIT B SCOPE OF SERVICES

Proposed Scope of Work for PowerPlan Implementation at Fort Bend County

Services for this project will be conducted both remotely and onsite per the mutually agreed upon project implementation schedule. The assigned PowerPlan implementation team will be available per the project schedule and requires that Fort Bend County make the same project resource commitment. The proposed agreement includes five (5) to seven (7) days of joint working sessions at Fort Bend County to perform the initial PowerPlan implementation and to conduct System Administrator training (train-the-trainer), plus any additional onsite days as identified in the project implementation schedule. The proposed Scope of Work is as follows.

PHASE I: PROJECT PLANNING AND PROCESS ANALYSIS

PowerPlan Project Planning

- Project Objectives
- Data Collection
- Preliminary PowerPlan Model Configuration
- Process Analysis Meeting and Follow-Up

Phase I Deliverables:

- ➤ Final Project Scope and Schedule
- Preliminary PowerPlan Model for Fort Bend County
- Process Analysis Document

PHASE II: SYSTEM INSTALLATION AND DELIVERY OF INITIAL POWERPLAN MODEL

PowerPlan Basic Configuration

- Fiscal Year Set Up
- Number of Fiscal Years (Historical Data and Future Projections)
- Scenarios/Versioning
- User Security and Workflow

Accounting Unit Structure

- Entities (imported via text file from Fort Bend County)
- Hierarchy (e.g., Fund Structure; Department Structure)
- Properties (other groupings if applicable)

Account Structure

- Chart of Accounts (imported via text file from Fort Bend County)
- Account Properties
- Account Formulas

Payroll Configuration

- Pay Periods
- Position (Job) List
- Salary Ranges/Pay Step Tables
- Employee Classes
- Employee Events and Payroll Calculations
- Payroll Calculations Mapping to PowerPlan Accounts
- Position/Employee Data, Allocations, and Events
- Class Templates
- User Access
- Inherent Payroll Reports vs. User-Defined Payroll Reports (up to 2, if applicable)

Decision Packages/CIP Configuration

- Parameters (e.g., Request Types, Request Reasons, Request Statuses, Properties, etc.)
- Workflow
- Inherent Decision Package/CIP Reports

Presentation Layer

- Budget Templates (up to 5 budget templates)
- Data Views/Reports (up to 5 key reports)

Data Load

- Historical/Actual Data (up to 5 years Trial Balance imported via County text file)
- Transaction Details (optional)
- Budget Data

Analysis

- Conceptual Overview of Key Performance Indicators/Dashboard
- KPI Configuration (1 Department up to 6 Performance Measurements)

Phase II Deliverables:

- ➤ PowerPlan Software Installation at Fort Bend County
- ➤ Initial PowerPlan Model (Database) Installation at Fort Bend County
- Standard Documentation (IT Guide)

PHASE III: FINAL POWERPLAN MODEL AND SYSTEM ADMIN TRAINING

System Admin Training

- Review and Finalization of PowerPlan Model for Fort Bend County
- Conceptual Overview of Drivers, Ratios, Allocations, Dashboard/Key Performance Indicators
- System Navigation and Troubleshooting Guidance
- System Administration and Maintenance
- Business Processes Managed within PowerPlan

Phase III Deliverables:

- ➤ PowerPlan Final Model (Database) for Fort Bend County
- ➤ Standard Documentation (System Administrator Guide; End-User Guide)*
- ➤ Knowledge Transfer
- > System Acceptance

*Note: The PowerPlan team (upon request by Fort Bend County) can prepare custom documentation for an additional service fee.

PHASE IV: END-USER TRAINING AND SYSTEM ROLL OUT

Provide 5 day Post Implementation Services. A description of the Optional Post Implementation Services follows:

Refresher Service

This service is only available during the initial purchase of PowerPlan and offers significantly reduced service fees to be used at any time during month's 3-15 post-implementation.

It is no surprise that after **any** system implementation in **any** organization, the base of trained endusers and system administrators will deteriorate over time due to employee attrition, job reclassifications, reorganizations, etc. Once this occurs, knowledge of how the application works

and how it is administered is then passed on to the new end-users and system administrators in an informal method by their co-workers. Over time the client may encounter a reduction in fully knowledgeable users and may experience degradation of ongoing internal system use.

The Refresher Service can be purchased in 5 day (\$6,500) and 10 day (\$12,000) increments and is designed to provide assistance in the following areas respectively:

- **Training** for new end-users and administrators and/or refresher training for existing users who may be considering newly implemented functionality
- Configuration and Planning assistance for administrators in implementing new or revised PowerPlan functionality that may have been initially postponed
- Assistance in configuring new **Reports** as requested by end-users
- General assistance for end-users or administrators on any PowerPlan area

Daily Services (Joint meeting) = Daily Rate: \$1,600/Day

These services can be purchased in any increment, as needed, and can be used for similar services as outlined above. Since this service is not prepaid and is typically purchased in smaller increments, the daily cost is higher than the Refresher Service.

Web-based Consulting Services = Hourly Rate: \$175/Hour

These remote services are provided to the client over the web, are priced on an hourly basis, and require a minimum of two hours. Our current clients generally use this service for small training groups and general assistance beyond standard maintenance coverage.

Payment Milestones and Terms for PowerPlan Implementation at Fort Bend County

Phase I Payment Milestone

• 40% of 'Implementation Services' fee due upon completion (Deliverables) of Phase I (Project Planning and Process Analysis) as outlined in the Proposed Scope of Work.

Phase II Payment Milestone

• 60% of 'PowerPlan Licensing' fee due upon completion (Deliverables) of Phase II (System Installation and Delivery of Initial PowerPlan Model) as outlined in the Proposed Scope of Work.

Phase III Payment Milestone

- Remaining 60% of 'Implementation Services' fee due upon completion (Deliverables) of Phase III (Final PowerPlan Model and System Admin Training) as outlined in the Proposed Scope of Work.
- Remaining 40% of 'PowerPlan Licensing' fee due upon completion (Deliverables) of Phase III (Final PowerPlan Model and System Admin Training) as outlined in the Proposed Scope of Work.
- 100% of Selected 'Post Implementation Services' fee due upon completion (Deliverables) of Phase III (Final PowerPlan Model and System Admin Training)as outlined in the Proposed Scope of Work.

Phase IV Payment Milestone

• 100% of 'Training Services' fee due upon completion (Deliverables) of Phase IV (End-User Training and System Roll Out) as outlined in the Proposed Scope of Work.

Travel Reimbursements

• All travel related expenses will be billed at cost, per the client's policy, for any service days conducted onsite at Fort Bend County and will be due when incurred.

Payment Terms

- Net 30 (days)
- 100% of *any* outstanding payments due no later than 60 days following completion of Phase III (Final PowerPlan Model and System Admin Training) as outlined in the Proposed Scope of Work.

Annual Maintenance

- 1st Year Annual Maintenance is included at no additional cost.
- 2nd Year Annual Maintenance fee will be invoiced and due one (1) year following completion of Phase III (Final PowerPlan Model and System Admin Training) as outlined in the Proposed Scope of Work.

SOFTWARE LICENSE AGREEMENT

This Agreement, effective as of: <u>TBD (mm/dd/yy)</u>, is between **PowerPlan Corporation** ("Licensor"), a California corporation, and **Fort Bend County**, **TX**, ("Customer").

TERMS AND CONDITIONS

Licensor and Customer agree as follows:

1. **DEFINITIONS.**

- 1.1 "Maintenance Period" means each annual support and maintenance period during the term of this Agreement commencing upon completion of system administrator training and initial implementation.
- 1.2 "Software" means that certain computer software in machine readable, object code format only, as well as any related manuals or other documentation ("Documentation") as furnished by Licensor to Customer under this Agreement.
- 1.3 "Authorized Entities" shall mean divisions, departments, and other legal entities which fall within the business management structure of the Owner.
- 1.4 "Customer's internal business" shall be deemed to include, without limitation, the ordinary business of Customer's Authorized Entities.

2. SOFTWARE LICENSE GRANT.

- 2.1 Subject to the terms of this Agreement, Licensor grants Customer a non-exclusive, non-transferable license to use the object code version of the Software for its internal business purposes.
- 2.2 Licensor guarantees that the Software contains no expiration of code, expiration date or other system parameter designed to limit or prohibit Licensor's use of the Software.
- 2.3 Customer's rights in the Software will be limited to those expressly granted in this Section.
- 2.4 Subject to the terms and conditions of this Agreement, the rights granted to Customer in this Agreement are extended to Customer's employees and to Customer's authorized contractors, auditors, and regulators, in each case to the extent reasonably necessary to support Customer's use of the software as contemplated hereunder. In addition, Customer may communicate with any Approved Entities and the authorized employees and agents of those Approved Entities via the Software (for example, through reports and documents generated by the Software) as reasonably necessary for Customer's internal business purposes. The preceding sentence shall not be construed as a license grant enabling any Approved Entity to use the Software for its own business purposes.

3. LICENSE RESTRICTIONS.

- 3.1 Customer will not disassemble, decompile, or reverse engineer the Software.
- 3.2 Customer will not copy the Software in whole or in part, except for reasonable numbers of back-up copies. Customer may copy reasonable portions of the Documentation for internal training purposes, or imbed such portions in other internal documentation.

4. PROPRIETARY RIGHTS.

- 4.1 The Software and Documentation, in whole and in part and all copies thereof, are and will remain the sole and exclusive property of Licensor.
- 4.2 Customer will not delete or in any manner alter the copyright, trademark, and other proprietary rights notices of Licensor and its licensors, if any, appearing on the Software or Documentation as delivered to Customer. Customer will reproduce such notices on all copies it makes of the Software or Documentation.

5. FEES AND TAXES.

All Fees will be paid by Customer to Licensor as outlined in Exhibit A.

6. WARRANTIES.

- 6.1 Licensor warrants that:
- 6.1.1 the Software will perform in accordance with the Documentation in all material respects; and
- 6.1.2 the storage media containing the Software will be free from defects in materials and workmanship.
- 6.2 In the event the Software or storage media fails to conform to such warranty, Licensor will, at its option and without charge to Customer, repair or replace the Software or storage media or offer a refund to Customer.
- 6.3 THE WARRANTIES IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.

7. SOURCE CODE ESCROW ACCOUNT.

At the request of Customer, the licensor will make available the PowerPlan source code according to the requirements of the mutually agreed upon escrow agreement after receipt of funds at the end of the implementation process. The entire cost of creating and maintaining the escrow account will be the responsibility of the Customer. The escrow account will be updated periodically with the latest revisions of PowerPlan source code according to the requirements of the escrow agreement. In the event that Licensor ceases business operations, Customer will have non-exclusive rights to access, modify and use the source code according to the source code agreement. This account will be established and maintained on an annual basis under contract terms mutually agreed upon by both companies, and with a mutually agreed and reputable source code escrow company or another option as mutually agreed upon.

8. INDEMNITY.

- 8.1 Duty to Indemnify and Defend.
- 8.1.1 Licensor will indemnify Customer against, and will defend or settle at Licensor's own expense, any action or other proceeding brought against Customer to the extent that it is based on a claim that the use of the Software as licensed in this Agreement infringes any U.S. copyright or that the Software incorporates any misappropriated trade secrets.
- 8.1.2 Licensor will pay any and all costs, damages, and expenses (including but not limited to reasonable attorneys' fees) Customer becomes obligated to pay in any such action or proceeding attributable to any such claim.
- 8.1.3 Licensor will have no obligation under this Section as to any action, proceeding, or claim unless:
- 8.1.3.1 Licensor is notified of it promptly;
- 8.1.3.2 Licensor has sole control of its defense and settlement; and
- 8.1.3.3 Customer provides Licensor with reasonable assistance in its defense and settlement.
- 8.2 <u>Injunctions</u>. If Customer's use of any Software under the terms of this Agreement is, or in Licensor's opinion is likely to be, enjoined due to the type of infringement or misappropriation specified in Section 8.1.1 then Licensor may, at its sole option and expense, either:
- 8.2.1 procure for Customer the right to continue using such Software under the terms of this Agreement;
- 8.2.2 replace or modify such Software so that it is non-infringing and substantially equivalent in function to the enjoined Software; or

- 8.2.3 if options 8.2.1 and 8.2.2 above cannot be accomplished despite the reasonable efforts of Licensor, then Licensor may both:
- 8.2.3.1 terminate Customer's rights and Licensor's obligations under this Agreement with respect to such Software.
- 8.3 THE FOREGOING ARE LICENSOR'S SOLE AND EXCLUSIVE OBLIGATIONS, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES, WITH RESPECT TO INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS.
- 8.4 Licensor will have no obligations under this Section 8 with respect to infringement or misappropriation arising from:
- 8.4.1 modifications to the Software that were not authorized by Licensor;
- 8.4.2 Software specifications requested by Customer; or
- 8.4.3 the use of Software with products not provided by Licensor.

9. CONFIDENTIAL INFORMATION.

- 9.1 Customer and Licensor agree:
- 9.1.1 that neither party will disclose or, except as expressly permitted in this Agreement, use any Software, Documentation, or other technical or proprietary business information disclosed to it by the other party as ("Confidential Information"); and
- 9.1.2 that both parties will take all reasonable measures to maintain the confidentiality of all Confidential Information in its possession or control, which will in no event be less than the measures it uses to maintain the confidentiality of its own information of equal importance.
- 9.2 Confidential Information will not include information that:
- 9.2.1 is in or enters the public domain without breach of this Agreement; or
- 9.2.2 Customer receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation.
- 9.3 Customer acknowledges that the Software is a trade secret of Licensor, the disclosure of which would cause substantial harm to Licensor that could not be remedied by the payment of damages alone. Accordingly, Licensor will be entitled to preliminary and permanent injunctive relief and other equitable relief for any breach of this Section.

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- 10.1 LICENSOR'S TOTAL LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE LICENSE FEE.
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- 11.2 If this Agreement is terminated, Customer will immediately return to Licensor or (at Licensor's request) destroy all copies of the Software in its possession or control, and an officer of Customer will certify to Licensor in writing that it has done so.
- 11.3 The provisions of Sections 4 (Ownership) and 9 (Confidential Information) will survive termination of this Agreement for any reason.

11.4 The exercise by Licensor of any remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

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No failure of either party to exercise or enforce any of its rights under this Agreement will act as a waiver of such rights.

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Each party is excused for failures and delays in performance (except for any nonpayment of money hereunder) due to causes or occurrences beyond its control including acts of God, earthquake, fire, flood, accident, war, riots, labor disputes, government actions and the like.

18. ENTIRE AGREEMENT.

- 18.1 This Agreement is the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter.
- 18.2 This Agreement expressly supersedes preprinted terms and conditions of any Customer purchase order. Such purchase orders may serve as a supplement to this Agreement for order of additional products and services, and will be effective only as to quantity and price.

The parties have caused this Agreement to be executed by their duly authorized representatives.

Customer:	Licensor:		
Fort Bend County, TX	PowerPlan Corporation		
By:	By:		
Name:	Name: <u>Don Reiner</u>		
Title:	Title: VP, Sales		
Date:	Date:		

Exhibit A

License Fee (One-Time): \$75,000.00 USD



SOFTWARE SUPPORT CONTRACT

This contract, effective when it has been executed by both parties, is between **PowerPlan Corporation**, 2130 Main Street, Suite 245, Huntington Beach, CA 92648 (hereinafter, "PowerPlan or Contractor") and **Fort Bend County**, **TX**, (hereinafter, "Licensee") for the furnishing by PowerPlan of software support services as hereinafter described. The parties, intending to be legally bound, hereby agree as follows:

I. Definitions

As used in this Contract, the term "Licensed Program" shall mean each of the programs listed, as applicable, in machine readable form, related materials in machine readable or printed form, and all updated, improved, or otherwise changed programs or program portions furnished to Licensee by or on behalf of PowerPlan. Additional Licensed Programs may be added to this Contract by Amendment.

II. Termination

- A. After one year from its effective date, this contract may be terminated, in whole or with respect to a particular Licensed Program, by either party upon thirty days prior written notice.
- B. This contract shall be automatically terminated with respect to a Licensed Program if the license for such program is terminated.
- C. PowerPlan shall have the right to terminate this Contract at any time upon thirty (30) days advance written notice if Licensee breaches any of terms of the Agreement, including, but not limited to, a failure to pay any charges herein when due.

III. Renewal and Charges

- A. **Renewal of the agreement.** This agreement shall renew automatically on the anniversary of the effective service start date, subject to the terms of section II of this agreement. All PowerPlan modules licensed for use by the Licensee at the time of renewal shall be covered by the agreement. The effective start date shall be the first of the month preceding the Final Acceptance date for the initial implementation of the PowerPlan software for the Licensee.
- B. **Charges for Support and Maintenance.** The first year charges for support and maintenance are included in the purchase amount listed in the umbrella agreement. The next 4 years of charges for the support and maintenance of the modules purchased are identified in the following table:

Year	Amount
Second year	\$15,000
Third year	\$15,000
Fourth year	\$15,750
Fifth year	\$15,750

Charges for support and maintenance of additional PowerPlan modules purchased by the Licensee beyond those initially purchased, are exclusive of the charges listed in the table in this agreement, shall be determined at the time of purchase of the new modules, and shall add to the basis of charges for future renewal of the agreement. This agreement shall be amended to include the new modules. After the fifth year, charges for renewal of this agreement may not be increased by more than 5% above the support and maintenance charges from the previous year.

IV. Description of Services

A. **PowerPlan Programs.** With respect to each Licensed Program used, PowerPlan will provide the services described herein, at the charge set forth.

- 1. PowerPlan will furnish telephone service within the United States to assist Licensee with the application of Licensed Programs. In the event a "minor Release" is issued on the Licensed Program pursuant to paragraph 2 below, PowerPlan will provide Licensee telephone service on the upgraded Licensed Program at no additional charge. In the event Licensee elects not to receive the Minor Release to the Licensed Program, PowerPlan will continue to provide telephone service on the originally received Licensed Program for a one-year period or longer as determined by PowerPlan at its sole discretion. This service will be provided to Licensee's employees, subject to a maximum of two (2) for each system purchased who (a), shall be generally technically proficient on software of the complexity of the Licensed Program, and (b) are trained adequately by Licensee on Licensee's total system, including third party hardware and peripherals.
- 2. PowerPlan will furnish any new "Releases" (Minor and/or Major) of the Licensed Program generally released by PowerPlan to other licensees during the term of this Contract. "Minor Releases" shall be releases, which are designated by PowerPlan in its discretion by a change in the integer(s) located to the right of the decimal point of the release number (i.e., 5.X or 5.1.X). If a Release replaces the prior version of the licensed program, Licensee will destroy such prior version after successful installation of the new Release. PowerPlan shall not be responsible for any loss suffered by Licensee in the event Licensee accepts a Release and such Release modifies the Licensed Program in a manner unsatisfactory to Licensee. PowerPlan shall provide documentation or other readable communications with each release that identifies the changes made within the new release to the program design. Licensee acceptance shall be deemed to have occurred when the licensee uses the new release in the production environment.
- 3. PowerPlan will furnish any updates of user materials generally released by PowerPlan to other licensees of the Licensed Programs during the term of this contract.
- 4. Upon Licensee's written request and upon furnishing PowerPlan with adequate information as defined by PowerPlan, PowerPlan will provide services for correcting or working around variances between the function of a Licensed Program and PowerPlan's then current published user documentation, provided the variances occur on an unmodified version of PowerPlan current release of Licensed Program used in normal operating conditions and with operating software and operating environment as specified by PowerPlan. PowerPlan will use reasonable efforts to correct or work around the variances described above. Licensee agrees that if a problem is determined by PowerPlan to be of Licensee origin (including, but not limited to, (a) problems related to software of components purchased by Licensee from third parties or (b) Licensee's installation errors), Licensee will pay PowerPlan an additional fee, based on PowerPlan's then current standard rates, to cover the time, material and expenses of PowerPlan in responding to the request for service. No on-site services are included herein.

B. Conditions of Service

- 1. The Licensed Programs must be unmodified, in normal operating conditions, at the latest revision level made available by PowerPlan, and must contain any minimum equipment configuration and pre-requisite software specified by PowerPlan, as a condition for its performance of service on any Program. If the foregoing requirements are not met, PowerPlan will still offer support, however, the Licensed Programs shall be subject to inspection by PowerPlan prior to the commencement of services. The inspection and any repairs, adjustments, software or hardware PowerPlan determines to be necessary will be made at PowerPlan's then current rates and terms and conditions applicable to such services.
- 2. Licensee will maintain a current backup copy of the Licensed Program and data.

C. Additional Services

- Upon Licensee's request, and subject to the availability of qualified personnel and resources, PowerPlan
 will provide additional services related to the Licensed Program at the prices or changes set forth in a
 PowerPlan quotation or at PowerPlan's then current published standard rates and charges or as otherwise
 agreed in writing. Such additional services may include, but are not limited to, on-site consulting by
 PowerPlan application engineers.
- 2. Unless a written consent signed by duly authorized representatives of both parties expressly covers other services that may be furnished by PowerPlan to Licensee, any services provided by PowerPlan to Licensee with respect to the Licensed Program during the term of this Contract (or thereafter, if services are continued beyond the term of this Contract, provided that such services are commenced during the term hereof) shall be considered to be furnished pursuant to this Contract, regardless of whether or not

this Contract is referenced by the parties, and no term or condition in any purchase order or other document shall be applicable to such services, with the sole exception of provisions which describe the services, scheduling, and prices or charges.

D. Terms of Payments and Taxes

- 1. Licensee shall pay for the services provided under this Contract. Fees for the services to be provided herein are payable in full, within the first 30 days of the annual service period for an entire year's services. All invoices shall be paid in U.S. dollars and payment shall be sent to: PowerPlan Corporation, 2130 Main Street, Suite 245, Huntington Beach, CA 92648. PowerPlan Corporation may seek remedy for late payments.
- 2. Licensee shall pay all applicable sales or use taxes, or furnish PowerPlan with evidence of exemption from such taxes acceptable to the taxing authorities.

V. Software License

Licensor grants Customer a non-exclusive, non-transferable license to use the object code version of the Licensed Program, including Minor Releases, for its internal business purposes subject to the terms of the Software License Agreement.

VI. General

A. **Effect of Termination**. Termination shall not relieve the parties of any obligation accruing prior to such expiration or termination.

B. Miscellaneous

- 1. Licensee shall not assign this Contract, or any rights herein, without the prior express written approval of PowerPlan. Any purported assignment without such approval shall be null and void.
- 2. All Notices herein shall be in writing and shall be deemed to have been duly given upon being delivered personally, or upon receipt if mailed by certified mail, return receipt requested to the other party, and if to PowerPlan, it shall be sent to PowerPlan Corporation, 2130 Main Street, Suite 245, Huntington Beach, CA 92648, Attention: Director of Client Services.
- 3. The invalidity, in whole or in part, of any provision of this Contract shall not affect the validity or enforceability of any other provision hereof.
- 4. In any litigation, arbitration or court proceeding between the parties, the prevailing party shall be entitled to recover, in addition to any other amounts awarded, actual attorneys' fees and all costs of proceedings incurred in enforcing the Contract.

EXECUTED , this the	day of _	, 20XX, for PowerPlan Corporation:
		Signature
		Don Reiner, VP Sales Print Name and Title
		Date
EXECUTED , this the	day of _	, 20XX for Fort Bend County
		Signature
		Print Name and Title
		Date

SCHEDULE "A"

SERVICES AND CHARGES

Software Support Contract Fees:

Annual Maintenance fees:

1st year Included
 2nd year \$15,000
 3rd year \$15,000
 4th year \$15,750
 5th year \$15,750

Annual Maintenance period: From/To - Actual Date TBD

EXHIBIT C FORT BEND COUNTY TRAVEL POLICY

Annex B Fort Bend County Travel Policy

Approved in Commissioners' Court on November 3, 2009 Effective November 4, 2009 Revised September 7, 2010 Revised June 2, 2015, Effective August 1, 2015 Revised July 28, 2015, Effective August 1, 2015

The Commissioners' Court allocates funds annually for the payment of travel expenditures for county employees and officials within the individual departmental budgets. Travel expenditures paid from these budgets must serve a public purpose for Fort Bend County. These expenditures may be paid directly to the vendor or provided as a reimbursement to the employee/official upon completion of their travel. Advance payments to vendors may be accommodated by issuance of a check or use of a County procurement card. Eligible expenditure categories under this policy include: Lodging, meals, transportation, registration fees, and other fees (with justification). Each category is further defined below.

CONTRACT RATES:

Fort Bend County is a 'Cooperative Purchasing Participating Entity' with the State of Texas. This program is also known as TPASS (Texas Procurement and Support Services) State Travel Management Program (STMP). This gives County employees and officials access to the contract rates negotiated by the State for hotels and rental cars. Procurement procedures for these contract services are explained within the categories below.

OUT OF STATE TRAVEL:

Authorization: The traveler must obtain Commissioners' Court approval for out-of-state travel before departure. The duration must include travel days along with the event scheduled days. To prevent delays in processing travel reimbursement, ensure that the travel duration is accurately defined when submitting the agenda request.

Documentation: The traveler must provide an excerpt from the Commissioners' Court minutes (http://www.fortbendcountytx.gov/index.aspx?page=55) with the travel reimbursement form.

LODGING (In and Out of State):

Hotel:

Hotel reimbursements are limited to the Federal Travel Regulations set forth by US General Services Administration (GSA) by location not including taxes. The rates are set annually and vary by month and location. The maximum rates for lodging per day can be found at:

http://www.gsa.gov/portal/content/104877?utm_source=OGP&utm_medium=print-radio&utm_term=perdiem&utm_campaign=shortcuts based on travelers destination.

Fort Bend County is a 'Cooperative Purchasing Participating Entity' with the State of Texas. This gives County employees and officials access to the contract rates negotiated by the State for hotels. Participating hotels can be found at: http://portal.cpa.state.tx.us/hotel/hotel_directory/index.cfm (be sure to check the correct fiscal year). When making a reservation the traveler must ask for the State of Texas Contract rate (not the government rate) and be prepared to provide the County's agency #: C0790. Traveler must verify confirmed rate matches the negotiated

contract rates found on the State's website listed above and <u>does not exceed the GSA</u> <u>daily allowance</u>.

If the organizer of a conference/seminar has negotiated discount rates with a hotel(s), the traveler may choose these lodging services without penalty but the traveler must reserve the room at the group rate and be able to provide documentation of the group rate.

The traveler will be responsible for the excess charge over the GSA per diem rate for the city/county even if using the State rate. The Auditor's Office will deduct from the travelers' reimbursement any excess charges over the GSA per diem rate. Travel websites including but not limited to Expedia and Travelocity should not be used to book lodging.

Travel Days: If the traveler must leave before 7:00AM to arrive at the start of the event and/or return to the County after 6:00PM after the event concludes, an additional night's lodging is allowable before and/or after the event.

Additional fees allowable: Self-parking

Additional fees allowable with justification: Valet parking is allowable if an extreme hardship exists due to physical disability of the traveler or if no self-parking is available.

Fees not allowable: Internet, phone charges, laundry, safe fees

Gratuities: Gratuities are not reimbursable for any lodging services.

Overpayments by County: Any lodging overpayment by the County must be reimbursed by the hotel before processing a reimbursement to the traveler for any of the categories addressed in this policy. Prepaid lodging services should be accurately calculated or underestimated by excluding the taxes to prevent delays in processing travel reimbursements.

Procurement Card: The traveler may use the procurement card to make lodging reservations. Contact Purchasing to arrange or use the procurement card assigned to the department or traveler.

Documentation: A final settled hotel bill with a zero balance from the front desk is required even if lodging is paid by the procurement card. The hotel bill left under the door is not acceptable. The hotel bill should be scrutinized before traveler departs to make sure all charges are valid and notify hotel of any invalid charges and resolve issues before departing. Any invalid charges will be the responsibility of the traveler. A copy of the itemized hotel statement must be submitted with the travel reimbursement claim if the traveler used a County procurement card to purchase lodging services or prepaid by County check. Event agenda/documentation or a letter from the traveler describing the event/meeting is required. If utilizing conference negotiated hotel rates, documentation of rates is required.

Changes/Modifications to Reservation – Any modifications including cancellation of reservation, the traveler must obtain a confirmation number and note the name of the person they spoke with in case the hotel charges the traveler. If the traveler does not obtain a confirmation number then any expenses incurred will be the responsibility of the traveler. Expenses resulting from changes or modifications to travel reservations will be paid by the County if the traveler produces documentation that a family emergency exists.

MEALS:

Texas: Meals including gratuities will be reimbursed to the traveler at a flat rate of \$36/day. The travelers per diem on the departure day and final day of travel will be at 75% of the per diem which is \$27/day.

Out-of-state: Meals including gratuities will be reimbursed to the traveler at a flat rate of \$48/day. The travelers per diem on the departure day and final day of travel will be at 75% of the per diem which is \$36/day.

Day trips: Meals will not be reimbursed for trips that do not require an overnight stay.

Procurement Card: No meal purchases are allowed on any County procurement card.

Documentation: No meal receipts are required for reimbursement. Event agenda/documentation or a letter from the traveler describing the event/meeting is required.

TRANSPORTATION:

Personal Vehicle: Use of personal vehicle will be reimbursed at the current rate/mile set by Commissioners' Court. Mileage should be calculated using the County office location of the traveler and the event location. Mileage may not be calculated using the traveler's home. Mileage should be calculated using an employees vehicle odometer reading or by a readily available online mapping service for travel out of Fort Bend County. If using the mileage of an online mapping service, state which mapping service was used or provide a printout of your route detailing the mileage. For local travel, odometer readings or mapping service details are not required. Departments should develop a mileage guide for employees for local travel points, if a department does not have a mileage guide, the Auditor's Office will determine if the mileage listed is reasonable.

Allowable expenses: Parking and tolls with documentation.

County Vehicle: Fuel purchases when using a County vehicle should be made with the County Procurement card if available. Original receipts will accompany the Procurement Card statement but a copy must be provided with the travel reimbursement request.

Allowable expenses: Parking and tolls with documentation required.

Airfare: Airfare is reimbursable at the lowest available rate based on 14 day advance purchase of a discounted coach/economy full-service seat based on the required arrival time for the event. The payment confirmation and itinerary must be presented with the travel reimbursement form. The traveler will be responsible for the excess charges of an airline ticket purchase other than a coach/economy seat. When using Southwest Airlines a traveler should choose the "wanna get away" flight category.

Allowable Expenses: Bag fees. Fare changes are allowable if business related or due to family emergency.

Unallowable Expenses/Fees: Trip insurance, Early Bird Check In, Front of the line, Leg Room, Fare changes for personal reasons.

Rental cars are limited to the negotiated TPASS rates listed at: Rental Car: http://www.window.state.tx.us/procurement/prog/stmp/stmp-rental-car-contract/vendorcomparison/. The contact information for Avis listed here: http://www.window.state.tx.us/procurement/prog/stmp/stmp-rental-car-contract/Avis/. information for Enterprise listed The contact here: http://www.window.state.tx.us/procurement/prog/stmp/stmp-rental-carcontract/Enterprise/. You will need to make your reservations at least 14 days in advance and provide the County's agency #: C0790. The traveler will not be reimbursed for any amount over the negotiated contract rates if a non-contract company is used at a higher rate. The traveler should select a vehicle size comparable to the number of County travelers. The traveler may use a non-contract vendor at an overall rate lower than the contract rates with no penalty. The original contract/receipt must be presented with the travel reimbursement form or a copy if a County procurement card is used. The traveler will be responsible for any excess charges not included in the TPASS rates or for choosing a vehicle size not comparable with the number of travelers on the trip.

Insurance is included in the negotiated TPASS rates, if a traveler chooses to take out additional insurance the cost is on the traveler.

Enterprise:

- Optional Customer, Coupon or Corporate number is **TXC0790**
- Please enter the first 3 characters of your company's name or PIN number **FOR**
- Enterprise will automatically bill FBC when you reserve your vehicle so you need to have a purchase order before your departure.

Avis:

- Avis Worldwide Discount (AWD) Number or Rate Code **F930790**
- You cannot use the wizard option if you have an account with Avis, the wizard will override the state rate and normally the State rates are less.

Unallowable Fees/Charges: GPS, prepaid fuel, premium radio, child safety seats, additional insurance, one way rentals.

Allowable expenses: Parking and tolls allowed with documentation.

Other Transportation: Other forms of transit (bus, taxi, train) are reimbursable with an original receipt.

Gratuities: Gratuities are not reimbursable for any transportation services.

Procurement Card: The traveler may use a County procurement card to make transportation reservations for air travel and rental car services. Contact Purchasing to arrange or use the procurement card assigned to the department or traveler.

Documentation: Original receipts are required for all transportation reimbursements paid by the traveler. Transportation services obtained with a County procurement card require a copy of the receipt. Additional requirements are noted within each category above. Event agenda/documentation or a letter from the traveler describing the event/meeting is required.

REGISTRATION:

Registration fees: Registration fees are reimbursable for events that serve a Fort Bend County purpose. Registration fees for golf tournaments, tours, guest fees and other recreational events are not reimbursable.

Procurement Card: The traveler may use a County procurement card to register for an event. Contact Purchasing to arrange or use the procurement card assigned to the department or traveler.

Documentation: An original receipt must be obtained upon registration and submitted with the reimbursement request if paid by the traveler. A copy of the receipt must be provided if registration is paid on a County procurement card. Event agenda/documentation or a letter from the traveler describing the event/meeting is required.

GRANTS:

Travel expenditures from Federal and State grants must also conform to the granting agency's funding requirements.

TRAVEL REIMBURSEMENT FORM:

The traveler must use the current travel reimbursement form (http://econnect/index.aspx?page=55) for all travel related services addressed in this policy. No other expenditures may be submitted for reimbursement on the travel reimbursement form. After completing all required information, the travel form must be signed/dated by the traveler and the department head/elected official. Travel reimbursement request should be submitted within 30

days from when traveler returns from trip. Mileage reimbursement request should be submitted no less frequently than quarterly. Mileage reimbursement request for the fourth quarter should be submitted no later than October 30th for yearend processing.

EXCLUSIONS:

If the traveler has custody of a person pursuant to statue or court order or if the traveler is required by court or legal entity to appear at a particular time and place the traveler will not be penalized for accommodations that require a 14 day advance purchase ticket if travel is required with less than 14 days' notice.

If the traveler has custody of a person pursuant to statue to court order the traveler will not be held to the 75% per diem on the departure and final day of travel.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.				OFFICE USE ONLY CERTIFICATION OF FILING				
1	Name of business entity filing form, and the city, state and country of the business entity's place of business.			Certificate Number: 2016-2998				
	PowerPlan Corporation							
	Huntington Beach, CA United States			Date Filed:				
2	2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.			01/13/2016				
Fort Bend County				Date Acknowledged:				
3	Provide the identification number used by the go description of the goods or services to be provided.	vernmental entity or state agency to tra ed under the contract.	ack or identify	the contract, and p	provide a			
	RFP 16-038							
	Budget Software Solution							
4	Name of Interested Party	City, State, Country (place of business)		Nature of interest (check applicable)				
				Controlling	Intermediary			
Reiner, Don		Huntington Beach, CA United States			X			
5	Check only if there is NO Interested Party.							
6	AFFIDAVIT	I swear or affirm under penalty of p	eriuny that the	ahove disclosure is	true and correct			
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct. Signature of authorized agent of contracting business entity								
C	State of California County of Orange Comm # 2089823 Notary Public California Orange County Orange County Orange County							
da	subscribed and sworn to (or affirmed) before ay of <u>January</u> , 20 16, by <u>Don</u>	einer	Y COMM. EXP. NOV. 1	0, 2010	1			
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me. (Seal) Signature William (Seal)								