STATE OF TEXAS	§
	§
COUNTY OF FORT BEND	§

AURIGO SOFTWARE SUBSCRIPTION SERVICES AND IMPLEMENTATION AGREEMENT
R18-062

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 Aurigo Software Technologies Inc. ("Aurigo"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires to obtain software subscription services and implementation services from Aurigo for Aurigo's Masterworks Project Management Software ("Services") pursuant to RFP 18-062; and

WHEREAS, Aurigo 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. Exhibits.
1.1. The following exhibits are attached hereto and incorporated by reference.
   (a) Exhibit 1: RFP 18-062;
   (b) Exhibit 2: Aurigo's Response to RFP 18-062;
   (c) Exhibit 3: Aurigo Masterworks Enterprise Software Subscription Service Agreement; and
   (d) Exhibit 4: County's Travel Policy.

2. Implementation of Services.
2.1. Aurigo shall provide the Software and Services described in the Aurigo Masterworks Enterprise Software Subscription Service Agreement ("Exhibit 3"). In the event of a conflict between the terms and conditions of this Agreement and Exhibit 3, the terms and conditions of this Agreement shall control.
2.2. Software implementation and training services ordered by County will be performed in accordance with Aurigo's customary practices, and per Section 5 of Exhibit 2, for the level of services purchased.
2.3. Aurigo will implement the Services as described by Sections 2 and 5 of Exhibit 2.

3. Compensation and Payment.
3.1. In consideration of the provision of the Software Subscription and Professional Services by Aurigo and the rights granted to County under this Agreement, County shall pay Aurigo six hundred forty-three thousand five hundred forty-five dollars and zero cents ($643,545.00). Payment to Aurigo of such fees and the reimbursement of expenses pursuant to this Section 3 shall constitute payment in full for the performance of the Professional Services, first year Software Subscription Services and travel expenses. County shall not be responsible for paying any other Professional Service fees, costs or expenses without an approved change order. First year Annual Software Subscription Services Fees are due upon Effective Date. Annual Software Subscription Service Fees for years two through five are in addition to the contracted amount, due annually, and begin one year after Effective Date.

1

3.2. Aurigo's fees shall be calculated as follows:

(a) Payment Milestones

Fort Bend - Professional Services Milestone Payment Schedule

	Milestone Description	Payment Triggered at	Expected Date	% of Service	Amount
0	Mobilization	Contract Execution	Dec 2018	20%	$85,359
1	Project Planning Complete	Project Kickoff Meeting	Jan 2018	15%	$64,019
2	Business Process Mapping	Workshops Complete	Feb 2019	15%	$64,019
3	Configuration Complete	System Acceptance Testing Begins	Mar 2019	25%	$106,699
4	System Acceptance Testing Complete	System Approved for Go-Live	Apr 2019	23%	$97,404
5	Travel Expenses	Upon Travel	Monthly	2%	$9,295

(b) Software Implementation Fees

	Implementation Services Fees (One Time)	New Services without Capital Planning
	Description	
1	Project Implementation	$385,000.00
2	Train-the-Trainer Training (25 users)	$10,000.00
3	Infor Integration	$22,500.00
4	Travel	
	Trips	
	Miles (5 Trips)	$1,120.00
	Hotels (25 Days)	$3,275.00
	Per Diem (25 Days)	$900.00
	Flights (one way 10 trips)	$4,000.00
	Total Implementation Services Cost	**$426,795.00**

(c) Software Subscription Service Fees

	Annual Software Subscription Fees (Year 1)	SKU	Annual Fee/250 users
	Description		
1	Aurigo Masterworks Standard - Professional Annual Subscription Plan - Platform Core	PLT-MWC-S	$75,000
2	Aurigo Masterworks Standard - Professional Annual Subscription Plan - Mobile Integration Suite	PLT-MBL-S	$29,625
3	Aurigo Masterworks Standard - Professional Annual Plan – Planning and Project Management Core	PPM-COR-S	$67,125
4	Aurigo Masterworks Standard - Professional Annual Plan – Planning Contract Management	PPM-CM-S	$15,000
5	Aurigo Masterworks Standard - Professional Annual Plan – Planning and Project Management - Fund Management	PPM-FND-S	$15,000
6	Aurigo Masterworks Standard - Professional Annual Plan – Planning and Project Management Mobile	PPM-MBL-S	$15,000
	Total Year 1 Software Subscription Service Fees	$216,750	

(d) Time and Materials Rate Card Fee Schedule

Role	Hourly Rate	Location
Business Analyst	**$175**	Onsite
Technology Expert	**$200**	Onsite
Project Manager	**$200**	Onsite/Offsite
Technical Architect	**$200**	Onsite/Offsite
Configuration Specialist	**$150**	Offsite
Training Lead	**$200**	Onsite/Offsite
Technical Editor	**$150**	Offsite

3.3. Where Services are provided on a time and materials basis:
   (a) The fees payable for the Services shall be calculated in accordance with Aurigo's fee rates for Aurigo's Personnel, set forth in Section 3.2(d); and
   (b) Aurigo shall issue invoices to County monthly in arrears for its fees for time for the immediately preceding month, calculated as provided in this Section 3.3, together with a detailed breakdown of any expenses for such month incurred in accordance with Section 3.4.
3.4. Where Services are provided for a fixed price, the total fees for the Services shall be the amount set out in Section 3.2(a). The total price shall be paid to Aurigo in installments, with each installment being conditional on Aurigo achieving the corresponding Project Milestone. On achieving a Project Milestone, Aurigo shall issue invoices to County for the fees that are then payable, together with a detailed breakdown of any expenses incurred in accordance with Section 3.4.
3.5. County agrees to reimburse Aurigo for all actual, documented and reasonable travel and out-of-pocket expenses incurred by Aurigo in connection with the performance of the Services that have been approved in advance in writing by County; *provided*, *that* such expenses conform to County's Travel Policy.
3.6. County will pay Aurigo based on the following procedures:
   (a) Upon completion of the milestones in Section 3.2(a) and/or subscription services in Section 3.3, Aurigo shall submit to County a copy of each invoice showing the amounts due for services performed in a form acceptable to County to the County Contract Manager and the following address:

   Fort Bend County Auditor
   c/o Accounts Payable
   301 Jackson, Suite 701
   Richmond, Texas 77469
   Email: auditor@fortbendcountytx.gov
   Fax: 281-341-3774

3.7. County shall review such invoices and approve them within thirty (30) calendar days with such modifications as are consistent with this Agreement. County reserves the right to withhold payment pending verification of satisfactory work performed. If County disputes charges related to the invoice submitted by Aurigo, County shall notify Aurigo no later than twenty-one (21) days after the date County receives the invoice. If County does not dispute the invoice, then County shall pay each such approved invoice within thirty (30) calendar days of invoice date. Interest resulting from late payments by County shall be subject to Chapter 2251, TEXAS GOVERNMENT CODE.
3.8. Without prejudice to any other right or remedy it may have, County reserves the right to set off at any time any amount owing to it by Aurigo against any amount payable by County to Aurigo under this Agreement.
4. Change Orders.
4.1. If either party wishes to change the scope or performance of the Professional Services, it shall submit details of the requested change to the other in writing. Aurigo shall, within a reasonable time after such request and, if such request is initiated by County, not more than ten (10) business days after receipt of County's written request, provide a written estimate to County of:
   (a) The likely time required to implement the change;
   (b) Any necessary variations to the fees and other charges for the Services arising from the change;

3

(c) The likely effect of the change on the Services; and

(d) Any other impact the change might have on the performance of this Agreement.

4.2. Promptly after receipt of the written estimate, the parties shall negotiate and agree in writing on the terms of such change (a "Change Order"). Neither party shall be bound by any Change Order unless mutually agreed upon in writing.

5.   Term.

5.1. The Term of this Agreement shall commence upon the date of execution by County ("Effective Date") and terminate upon completion of the implementation of Services by Aurigo.

5.2. County's software subscription services shall continue for a period of five (5) years from the Effective Date, unless terminated earlier in accordance with this Agreement. "Subscription Fee" means the annual fee County is required to pay for the Subscription Service and Client Software. County is required to pay the Annual Software Subscription Service Fee in advance. Payments are due and must be paid in accordance with the Agreement. Price level changes are not retroactive. Prices for each price level are fixed at the time the Subscription is first placed and apply throughout the Term. Annual Software Subscription Service Fees are subject to change at the end of five (5) years from the date of the original order.

6.   Aurigo's Obligations.

6.1. Aurigo shall, subject to the prior written approval of County, not to be unreasonably withheld or delayed appoint:

(a) An Aurigo employee to serve as a primary contact with respect to this Agreement and who will have the authority to act on behalf of Aurigo in connection with matters pertaining to this Agreement (the "Aurigo Contract Manager"); and

(b) Key Personnel/Aurigo Personnel, who shall be suitably skilled, experienced and qualified to perform the Services.

6.2. Aurigo shall maintain the same Aurigo Contract Manager throughout the Term of this Agreement except for changes in such personnel due to:

(a) County's request pursuant to Section 6.3; or

(b) The resignation or termination of such personnel or other circumstances outside of Aurigo's reasonable control.

6.3. Aurigo shall, upon the reasonable written request of County, promptly replace the Aurigo Contract Manager and any other Aurigo Personnel.

6.4. Before the date on which the Services are to start, obtain, and at all times during the Term of this Agreement, Aurigo shall maintain all necessary licenses and consents and comply with all relevant Laws applicable to the provision of the Services.

6.5. Prior to any Aurigo Personnel performing any Services hereunder, Aurigo shall:

(a) Ensure that such Aurigo Personnel have the legal right to work in the United States; and

(b) At its sole cost and expense, conduct background checks on such Aurigo Personnel, which background checks shall comprise, at a minimum, a review of credit history, references and criminal record, in accordance with state, federal and local law.

6.6. Aurigo shall comply with, and ensure that all Aurigo Personnel comply with, all rules, regulations and policies of County that are communicated to Aurigo in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by County to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures.

6.7. Aurigo shall maintain complete and accurate records relating to the provision of the Services under this Agreement, including records of the time spent and materials used by Aurigo in providing the Services in such form as County shall approve. During the Term and for a period of four (4) years thereafter, upon County's written request, Aurigo shall allow County

or County's representative to inspect and make copies of such records; *provided that* any such inspection shall take place during regular business hours no more than once per year and County provides Aurigo with at least ten (10) business days advance written notice.

6.8. Aurigo shall obtain County's written approval, which consent shall not be unreasonably withheld or delayed, prior to entering into agreements with or otherwise engaging any Person, including all subcontractors and Affiliates of Aurigo, other than Aurigo's employees to provide any Services to County (each such approved subcontractor or other third party, a "Permitted Subcontractor"). County's approval shall not relieve Aurigo of its obligations under the Agreement, and Aurigo shall remain fully responsible for the performance of each such Permitted Subcontractor and its employees and for their compliance with all of the terms and conditions of this Agreement as if they were Aurigo's own employees. Nothing contained in this Agreement shall create any contractual relationship between County and any Aurigo subcontractor or supplier. Aurigo shall require each Permitted Subcontractor to be bound by the terms of this Agreement.

6.9. Aurigo acknowledges that time is of the essence with respect to Aurigo's obligations hereunder and that prompt and timely performance of all such obligations, including all timetables, Project Milestones and other requirements in this Agreement is strictly required.

7. County's Obligations.

7.1. County shall cooperate with Aurigo in all matters relating to the Services and appoint and, in its reasonable discretion, replace a County employee to serve as the primary contact with respect to this Agreement and who will have the authority to act on behalf of County with respect to matters pertaining to this Agreement (the "County Contract Manager").

7.2. County shall provide such access to County's premises, and such office accommodation and other facilities as may reasonably be requested by Aurigo and agreed with County in writing in advance, for the purposes of performing the Services at no cost.

7.3. County shall respond promptly to any Aurigo request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Aurigo to perform Services in accordance with the requirements of this Agreement.

7.4. County shall ensure that all County Equipment is in good working order and suitable for the purposes for which it is used in relation to the Services.

7.5. County shall allow Aurigo to work with, contact, and/or correspond with County subject matter experts, at any time during the Term of this contract, for the purposes for which it is needed in relation to providing the Services.

8. Modifications and Waivers.

8.1. The parties may not amend or waive this Agreement, except by a written agreement executed by both parties. 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.

9. Termination.

9.1. Termination for Convenience. County may terminate this Agreement at any time upon thirty (30) days written notice. In the event that the County terminates for convenience, Aurigo will be due payment for all submitted and approved work at the time of termination. Additionally, Aurigo may be due compensation for all work in progress that is in accordance with the services payment schedule at the time of termination.

9.2. Termination for Default. County may terminate the whole or any part of this Agreement for cause in the following circumstances:

(a) If Aurigo fails to perform services within the time specified in the Section 2 of Exhibit 2, or any extension thereof granted by the County in writing;

(b) If Aurigo 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 or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of thirty (30) calendar days after receipt of notice from County specifying such breach or failure.

9.3. If, after termination, it is determined for any reason whatsoever that Aurigo 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 9.1 above.

9.4. Upon termination of this Agreement, County shall compensate Aurigo in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Aurigo's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.

9.5. If County terminates this Agreement as provided in this Section 9, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Aurigo.

9.6. If County terminates this Agreement prior to the termination date, County shall not be subject to any early termination fee or other penalty.

10. Ownership and Reuse of Documents.

10.1. All documents, data, reports, research, graphic presentation materials, etc., developed by Aurigo as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. Aurigo shall promptly furnish all such data and material to County on request. For the purposes of clarity, any Intellectual Property of Aurigo is not subject to ownership by the County. This includes all work product that is derivative of any intellectual property of Aurigo.

11. Insurance.

11.1. Prior to commencement of the Services, Aurigo shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on thirty (30) days' prior written notice to County. Aurigo shall provide certified copies of insurance endorsements and/or policies if requested by County. Aurigo 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. Aurigo shall obtain such insurance written on an Occurrence form from such companies having Bests' 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:

(a) 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.

(b) 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.

(c) 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.

(d) Professional Liability insurance with limits not less than $1,000,000.

11.2. 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 Aurigo shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

11.3. If required coverage is written on a claims-made basis, Aurigo 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.

12. Confidential and Proprietary Information.

12.1. Aurigo 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 County. Any and all information of any form obtained by Aurigo or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Aurigo shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that:

(a) Is or becomes (other than by disclosure by Aurigo) publicly known or is contained in a publicly available document;

(b) Is rightfully in Aurigo's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or

(c) Is independently developed by employees or agents of Aurigo who can be shown to have had no access to the Confidential Information.

12.2. Aurigo agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Aurigo 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 the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Aurigo shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Aurigo shall advise County immediately in the event Aurigo 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 and Aurigo will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Aurigo against any such person. Aurigo agrees that, except as directed by County, Aurigo will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Aurigo will promptly turn over to County all documents, papers, and other matter in Aurigo's possession which embody Confidential Information.

12.3. Aurigo acknowledges that a breach of this Section, 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 County that is inadequately compensable in damages. Accordingly, County 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. Aurigo acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

12.4. In providing all services hereunder, Aurigo agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

12.5. Aurigo 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 Aurigo 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.

13. Indemnity.

13.1. AURIGO SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF AURGIO, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF AURIGO OR ANY OF AURIGO'S AGENTS, SERVANTS OR EMPLOYEES.

14. Defense of Infringement and Misappropriation Claims.

14.1. Aurigo will defend County against any claims made by an unaffiliated third party that any Service or Client Software infringes that party's patent, copyright or trademark or makes intentional unlawful use of its trade secret or undisclosed information. Aurigo will also pay the amount of any resulting adverse final judgment (or settlement to which Aurigo consents). This Section provides County's exclusive remedy for these claims.

14.2. County must notify Aurigo promptly in writing of the claim and give Aurigo control over its defense or settlement, while participating with County. Aurigo will work collaboratively with County's designated representative to process the claim. County designated representative must provide Aurigo with reasonable assistance in defending the claim. Aurigo will reimburse County for reasonable out of pocket expenses that it incurs in providing that assistance.

14.3. Aurigo's obligations will not apply to the extent that the claim or award is based on:

(a) County's use of the Service or Client Software after Aurigo notifies it to discontinue its use due to a third-party claim;

(b) County's combination of the Service or any related Client Software with a non-Aurigo product, data or business process;

(c) Damages attributable to the value of the use of a non-Aurigo product, data or business process;

(d) County's use of Aurigo's trademark(s) without express written consent to do so; or

(e) Any trade secret or undisclosed information claim, where County acquires the trade secret

or undisclosed information (1) through improper means; (2) under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (3) from a person (other than Aurigo) who owed to the party asserting the claim a duty to maintain the secrecy or limit the use of the trade secret or undisclosed information.

14.4. Specific rights and remedies in case of infringement.

(a) If Aurigo receives information concerning an infringement claim related to a Service or Client Software, Aurigo may, at its expense and without obligation to do so: (1) procure for County the right to continue to use the allegedly infringing Service and/or Client Software, (2) modify the Service and/or Client Software, or (3) replace the Service and/or Client Software with a functional equivalent, to make it non-infringing, in which case County will immediately stop using the allegedly infringing Service and/or Client Software after receiving notice from Aurigo.

(b) If, as a result of an infringement claim, County's use of a Service or Client Software is enjoined by a court of competent jurisdiction, Aurigo will, at its option, either: (1) procure the right to continue its use; (2) replace it with a functional equivalent; (3) modify it to make it non-infringing; or (4) terminate the License for the infringing Service and/or related Client Software and refund any amounts paid in advance by County for unused Services.

15. Independent Contractor.

15.1. In the performance of work or services hereunder, Aurigo 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 Aurigo or, where permitted, of its subcontractors. Aurigo 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.

16. Notices.

16.1. 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), nationally recognized overnight courier (with all fees prepaid), or by fax.

16.2. 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
                              Attn: County Judge
                              401 Jackson Street, Richmond, TX 77469
                              Fax: (281) 341-8609
Aurigo: Aurigo Software Technologies Inc.
                              12515-7 Research Blvd., Suite 170, Austin, TX 78759

16.3. A Notice is effective only if the party giving or making the Notice has complied with subsections 16.1 and 16.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

(a) 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.

(b) 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.

17. Compliance With Laws.

17.1. Aurigo 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, Aurigo shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

17.2. The Services are subject to U.S. export jurisdiction. Each party must comply with all applicable laws including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments.

18. Performance Warranty.

18.1. Aurigo warrants to County that Aurigo has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Aurigo 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. Aurigo warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibits.

19. Further Assurances.

19.1. Each party further agrees that it shall take any and all necessary steps and sign and execute any and all necessary documents or agreements required to implement the terms of the agreement of the parties contained in this contract, and each party agrees to refrain from taking any action, either expressly or impliedly, which would have the effect of prohibiting or hindering the performance of the other party to this Agreement.

20. Assignment and Delegation.

20.1. Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner. Neither party may delegate any performance under this Agreement. Any purported assignment of rights or delegation of performance in violation of this Section is void.

21. Governing Law.

21.1. 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.

21.2. As required by Chapter 2270, Government Code, Aurigo hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

21.3. By signature below, Aurigo represents pursuant to Section 2252.152 of the Texas Government Code, that Aurigo is not listed on the website of the Comptroller of the State of Texas

concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

22.   Dispute Resolution.

22.1.   Any controversy or claim arising out of or relating to this Agreement or any related agreement will be settled in the following manner:

(a)   Senior executives representing each of County and Aurigo will meet to discuss and attempt to resolve any such controversy or claim;

(b)   If such controversy or claim is not resolved as contemplated by clause (a), County and Aurigo will, by mutual consent, select an independent third party to mediate such controversy or claim, provided that such mediation will not be binding upon any of the parties; and

(c)   If such controversy or claim is not resolved as contemplated by clauses (a) or (b), the parties will have such rights and remedies as are available under this Agreement or, if and to the extent not provided for in this Agreement, are otherwise available.

23.   Successors and Assigns.

23.1.   County and Aurigo 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.

24.   Third-Party Beneficiaries.

24.1.   This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

25.   Severability.

25.1.   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.

26.   Publicity.

26.1.   Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Aurigo 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.

27.   Captions.

27.1.   The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

28.   Understanding, Fair Construction.

28.1.   By execution of this Agreement, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Agreement. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the non-drafting party.

29.   Electronic and Digital Signatures.

29.1.   The parties to this Agreement agree that the electronic and/or digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.

Signatures Follow On Next Page

IN WITNESS WHEREOF, this Agreement is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Agreement and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY   **AURIGO SOFTWARE TECHNOLOGIES INC.**

_____   _____

Robert Hebert, County Judge   Balaji Sreenivasan, Chief Executive Officer

_____

Date

ATTEST:

_____

Laura Richard, County Clerk

_____

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of $ _____ to accomplish and pay the obligation of Fort Bend County under this contract.

_____

Robert E. Sturdivant, County Auditor

Exhibit 1

FORT BEND COUNTY, TEXAS
REQUEST FOR PROPOSALS

Project Management Software
for Fort Bend County Engineering

RFP 18-062

SUBMIT PROPOSALS TO:

Fort Bend County
Purchasing Department
Travis Annex
301 Jackson, Suite 201
Richmond, TX 77469

Note: All correspondence must include the term
"Purchasing Department" in address to assist in
proper delivery

SUBMIT NO LATER THAN:

Tuesday, June 5, 2018
2:00 PM (Central)

MARK ENVELOPE:

RFP 18-062
Project Management Software

ALL RFPs MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE PURCHASING OFFICE
OF FORT BEND COUNTY ON OR BEFORE THE SPECIFIED TIME/DATE STATED ABOVE.

RFPs RECEIVED AS REQUIRED WILL THEN BE OPENED AND NAMES PUBLICLY READ.

RFPs RECEIVED AFTER THE SPECIFIED TIME, WILL BE RETURNED UNOPENED.

Results will not be given by phone.
Results will be provided to bidder in writing
after Commissioners Court award.

Requests for information must be in
writing and directed to:
Debbie Kaminski, CPPB
County Purchasing Agent
Debbie.Kaminski@fortbendcountytx.gov

Vendor Responsibilities:
 ➢ Download and complete any addendums. (Addendums will be posted on the Fort Bend County website no
   Later than 48 hours prior to bid opening)
 ➢ Submit response in accordance with requirements stated on the cover of this document.
 ➢ DO NOT submit responses via email or fax.

1.0   SCOPE OF WORK:

Fort Bend County, Texas (hereafter referred to as the ("County") seeks Proposals ("Proposals or RFP") for selection of one (1) Contractor ("Respondent") to provide web-based capital project planning, management, and accounting system, generally referred to as the Project Management (PM) Software for the Engineering Department.

   1.1   Fort Bend County is requesting responses from qualified Respondents that are capable of providing a commercial-off-the-shelf customizable software solution to improve business processes through the software implementation.

   1.2   The PM Software will be used by the County to budget, plan, and manage traffic, mobility and other related projects. Fort Bend County desires this software to provide clear, concise and consistent means of moving through the different phases of project planning, design and construction. It contains documents, checklists, processes, and procedures aimed at properly documenting a project and ensuring consistent, high quality, high return on investment projects. The PM Software will automate these work flow processes while improving communication between County employees, design engineers, construction managers, contractors, etc. to eliminate the flow of paper and improve project documentation by submission of electronic documents that will be electronically filed.

   1.3   The integration of the PM Software with the County's Enterprise Content Management system (Hyland OnBase), the County's financial system - Infor 10 (Lawson), MS Office Suite, and ESRI GIS system are key requirement of any PM Software solution. The desired solution must be user friendly and simple to navigate with flexible reporting, ability to retain extensive history, and audit trails for funding sources, budgets, change orders, and expenditures.

   1.4   The PM Software must provide the ability to manage each contract (design, construction, consultant…) with the project or projects it benefits. The accounting distribution must be configurable in the PM Software to allow for transactions to flow from/to the County's financial system of record -INFOR 10 (Lawson) and provide the ability to ensure the completed project is then capitalized based on preset criteria when the asset is placed in service. The PM Software must provide the ability to manage a subsidiary budget ledger for each project to ensure all projects stay within preset spending limits by contract, project, and accounting distribution.

   1.5   The County desires to eliminate paperwork and increase efficiency. Automated workflow for review and approval and the ability to collaborate with consultants, construction managers and contractors are important efficiency improvements.

   1.6   The County desires a complete software solution, which can be demonstrated to the County, and for which there are other local governments that have implemented similar solutions.

2.0   GUIDELINES:

By virtue of submitting a proposal, interested parties are acknowledging:

2.1   The County reserves the right to reject any or all proposals if it determines that select proposals are not responsive to the RFP. The County reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with select Respondents at any time to gather additional information. Furthermore, the County reserves the right to delete or add scope up until the final contract signing.

2.2   All Respondents submitting proposals agree that their pricing is valid for a minimum of ninety (90) days after proposal submission to the County. Furthermore, the County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, proposal prices shall not include taxes.

2.3   This Proposal does not commit the County to award nor does it constitute an offer of employment or a contract for services. Costs incurred in the submission of this proposal, or in making necessary studies or designs for the preparation thereof, are the sole responsibility of the Respondents. Further, no reimbursable cost may be incurred in the anticipation of award. Proposals containing elaborate artwork, expensive paper and binding and expensive visual or other presentations are neither necessary nor desired.

2.4   In an effort to maintain fairness in the process, all inquiries concerning this procurement are to be directed only to the County's Purchasing Agent in writing. Attempts to contact any members of the County's Commissioners' Court or any other County employee to influence the procurement decision may lead to immediate elimination from further consideration.

2.5   When responding to this Proposal, follow all instructions carefully. Submit proposal contents according to the outline specified and submit all hard copy and electronic documents according to the instructions. Failure to follow these instructions may be considered a non-responsive proposal and may result in immediate elimination from further consideration.

3.0   PROPOSAL CONTACT:

This Proposal is being issued by the County Purchasing Agent on behalf of Fort Bend County, Texas. Thus, responses should be directed to the Assistant Purchasing Agent, as outlined below. **Respondents are specifically directed NOT to contact any County personnel for meetings, conferences or technical discussions that are related to this Proposal other than specified herein. Unauthorized contact of any County personnel will likely be cause for rejection of the Respondent's proposal. All communications regarding the Proposal shall be directed to the County's Proposal Contact.** Communication with the Proposal Contact is permitted via email, facsimile, or written correspondence.

PROPOSAL CONTACT:

Debbie Kaminski
County Purchasing Agent
Fort Bend County Travis Annex
301 Jackson, Suite 201
Richmond, Texas 77469
Debbie.Kaminski@fortbendcountytx.gov
Ph: 281.341.8643

4.0   SUBMISSION REQUIREMENTS:

4.1   Submission requirements: one (1) original proposal, five (5) paper copies, and one (1) electronic response on CD or flash drive are required by RFP opening time of 2:00 PM on Tuesday, June 5, 2018. CD or flash drive must contain only one (1) file in PDF format and must match written response identically. Failure to provide proper CD or flash drive is cause for disqualification. Proposal shall be submitted to the address shown below. Proposal shall be signed, in ink, by a person having the authority to bind the firm in a contract.

Fort Bend County	Proposal Number: R18-062
Purchasing Department	Due Date: Tuesday, June 5, 2018
301 Jackson, Suite 201	Time: 2:00 PM (CST)
Richmond, Texas 77469	For: Project Management Software

4.2   Respondents may submit their proposal any time prior to the Opening Date and time. The Respondent's name and address as well as a distinct reference to the Proposal number above shall be marked clearly on the submission. All proposals are time-stamped upon receipt and are securely kept, unopened, until the Opening Date. No responsibility will attach to the County, or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a proposal not properly addressed and identified. No oral, telegraphic, telephonic, or facsimile proposals will be considered.

4.3   Proposals may be modified or withdrawn prior to the established opening date by delivering written notice to the proposal contact. Any alteration made prior to opening date and time shall be initialed by the signer of the proposal, guaranteeing authenticity.

4.4   Proposals time-stamped after the due date and time will not be considered and will be returned to the Respondent unopened. Regardless of the method used for delivery, respondents shall be wholly responsible for the timely delivery of submitted proposals.

4.5   The Respondent's name and address shall be clearly marked on all copies of the proposal.

5.0   INCURRED COSTS:

Those submitting proposals do so entirely at their expense. There is no expressed or implied obligation by the County to reimburse any individual or firm for any costs incurred in preparing or submitting proposals, for providing additional information when requested by the County or for participating in any selection interviews, including discovery (pre-contract negotiations) and contract negotiations.

6.0   ACCEPTANCE:

6.1   Submission of any proposal indicates a Respondent's acceptance of the conditions contained in this Proposal unless clearly and specifically noted otherwise in their proposal.

6.2   Furthermore, the County is not bound to accept a proposal on the basis of lowest price, and further, the County has the sole discretion and reserves the right to cancel this Proposal, to reject any and all proposals, to waive any and all informalities and or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the County's best interests. The County reserves the right to accept or reject any or all of the items in the proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual Respondents if it is deemed in the County's best interest.

6.3   Although Fort Bend County desires to negotiate toward a contract with a selected Respondent, the Commissioners' Court may award the contract on the basis of the initial proposals received, without discussions. Therefore, each initial proposal should contain the Respondent's best terms.

7.0   INTERPRETATIONS, DISCREPANCIES, AND OMISSIONS:

7.1   It is incumbent upon each potential Respondent to carefully examine these specifications, terms, and conditions. Should any potential Respondent find discrepancies, omissions or ambiguities in this Proposal, the Respondent shall at once request in writing an interpretation from the County's Proposal Contact. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing via e-mail only to the County's Proposal Contact, as specified in Section 3.0. Deadline for submission of questions and/or clarification is no later than **Tuesday, May 29, 2018 at 10:00 AM. (central).** Requests received after the deadline will not be responded to due to the time constraints of this Proposal process.

7.2   The issuance of a written addendum is the only official method by which interpretation, clarification or additional information will be given by the County. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarification will be without legal effect. If it becomes necessary to revise or amend any part of this Proposal, notice will be given by the County Purchasing Agent to all prospective Respondents who were sent a Proposal. The Respondent in their proposal shall acknowledge receipts of amendments. Each

Respondent shall ensure that they have received all addenda and amendments to this Proposal before submitting their proposals.

8.0 TENTATIVE SCHEDULE:

Release of RFP:	May 14, 2018
Deadline for Questions:	May 29, 2018
Submission Due Date:	June 5, 2018
Evaluation of Submissions:	June 11, 2018
Commissioners Court Permission to Negotiate:	June 26, 2018
Negotiations:	Beginning June 27, 2018
Final Contract Approval Commissioners Court:	July 24, 2018

9.0 PRE-RFP CONFERENCE:

There is no Pre-RFP conference for this project.

10.0 RETENTION OF RESPONDENT'S MATERIAL:

The County reserves the right to retain all proposals regardless of which response is selected. All proposals and accompanying documents become the property of the County.

11.0 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION:

By submission of a proposal, each Respondent certifies, that in connection with this procurement:

11.1 The prices in this proposal have been arrived at independently, without consultation, communication, or agreement with any other Respondent; with any competitor; or with any County employee(s) or consultant(s) for the purpose of restricting competition on any matter relating to this Proposal.

11.2 Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Respondent and will not knowingly be disclosed by the Respondent prior to award directly or indirectly to any other Respondent or to any competitor; and;

11.3 No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

12.0 ASSIGNMENT:

The Respondent may not sell, assign, transfer or convey the contract resulting from this Proposal, in whole or in part, without the prior written approval from Fort Bend County Commissioners' Court.

13.0   CONFIDENTIAL MATTERS:

13.1   All data and information gathered by the Respondent and its agents, including this Proposal and all reports, recommendations, specifications, and data shall be treated by the Respondent and it's agents as confidential. The Respondent and it's agents shall not disclose or communicate the aforesaid matters to a third party or use them in advertising, publicity, propaganda, and/or in another job or jobs, unless written consent is obtained from the County.

13.2   Proposals will only be publicly received and acknowledged only so as to avoid disclosure of the contents to competing Respondents and kept secret during negotiation. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and any material that is considered to be confidential information contained in the proposal and identified by Respondent as such will be treated as confidential to the extent allowable in the Open Records Act.

14.0   CONFLICT OF INTEREST:

No County public official shall have interest, direct or indirect, in any contract resulting from this Proposal, in accordance with Texas Local Government Code Chapter 171. Furthermore, the Respondent shall comply with Commissioners' Court Order No. 96-680-10-28, Establishment of Guidelines and Restrictions Regarding the Acceptance of Gifts by County Officials and County Employees.

15.0   LIMITS OF SUBCONTRACTORS:

15.1   The County has approval rights over the use and/or removal of all subcontractors and/or vendor(s). Subcontractors shall conform to all County policies.

15.2   Any dispute between the Respondent and subcontractors, including any payment dispute, will be promptly remedied by the Respondent. Failure to promptly remedy or to make prompt payment to subcontractor may result in the withholding of funds from the Respondent by the County for any payments owed to the subcontractor.

16.0   JURISDICTION, VENUE, CHOICE OF LAW:

This Proposal and any contract resulting there from shall be governed by and construed according to the laws of the State of Texas. Should any portion of any contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract(s) shall remain in effect. Any lawsuit shall be governed by Texas law and Fort Bend County, Texas shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Proposal process and resulting Agreements.

17.0   INDEPENDENT CONTRACTOR:

The Respondent is an independent contractor and no employee or agent of the Respondent shall be deemed for any reason to be an employee or agent of the County.

18.0   AMERICANS WITH DISABILITIES ACT (ADA)

Proposals shall comply with all federal, state, county, and local laws concerning this type of products/service/equipment/project and the fulfillment of all ADA requirements.

19.0   DRUG-FREE WORKPLACE:

All Respondents shall provide any and all notices as may be required under the Drug-Free Workplace Act of 1988, 28 CFR Part 67, Subpart F, to their employees and all sub-contractors to insure that the County maintains a drug-free workplace.

20.0   PERFORMANCE AND PAYMENT BOND:

No performance nor payment bond is required for this project.

21.0   POWER OF ATTORNEY:

An attorney-in-fact who signs a bid bond, performance bond or payment bond must file with each bond a certified and effectively dated copy of his or her power of attorney.

22.0   TEXAS ETHICS COMMISSION FORM 1295:

22.1   Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute § 2252.908. All firms submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

22.2   On-line instructions:

22.2.1 Name of governmental entity is to read Fort Bend County.

22.2.2 Identification number use: RFP 18-062

22.2.3 Description is: Project Management Software

22.3   Highest evaluated vendor will be required to provide the Form 1295 within three (3) calendar days from notification; however, if your company is publicly traded you are not required to complete this form.

23.0   INSURANCE:

23.1   All respondents must submit, with RFP, a current certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with RFP, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy,

with the coverage stated below, to the firm named therein, if successful, upon award of this Contract. Failure to provide current insurance certificate or notarized statement will result in disqualification of submittal.

23.2   At contract execution, contractor shall furnish County with properly executed certificates of insurance, which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor 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. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having 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:

    23.2.1   Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

    23.2.2   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.

    23.2.3   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.

    23.2.4   Professional Liability insurance may be made on a Claims Made form with limits not less than $1,000,000.

23.3   County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies including Workers' Compensation written on behalf of contractor, excluding Professional Liability, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

23.4   If required coverage is written on a claims-made basis, contractor 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.

24.0   INDEMNIFICATION:

Respondent shall save harmless County from and against all claims, liability, and expenses, including reasonable attorney's fees, arising from activities of Respondent, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of Respondent or any of Respondent's agents, servants or employees.

24.1   Respondent shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Respondent in the defense of each matter.

24.2   Respondent's duty to defend, indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

24.3   In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.

24.4   Respondent's indemnification shall cover, and Respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.

24.5   The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.

24.6   Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that arise may from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.

24.7   Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Respondent and/or trade contractor providing such insurance.

25.0   TAX EXEMPT:

Fort Bend County is exempt from state and local sales and use taxes under Section 151.309 of the Texas Tax Code. This project will be deemed a separate project for Texas tax purposes, and as such, Fort Bend County hereby issues its Texas Exemption for the purchase of any items qualifying for exemption under this project. Respondent is to issue its Texas Resale Certificate to vendors and subcontractors for such items qualifying for this exemption, and further, Respondent should state these items at cost.

26.0   REQUIREMENTS AND RESPONSIBILITIES:

Software solution to include from the Respondent:

26.1   Provide all software applications and interfaces required.

26.2   Provide a detailed list of recommended hardware specifications and include the cost to acquire the necessary hardware that is required to be dedicated to the PM Software Solution. County may choose to purchase equipment separately.

26.3   Comply with the County's current IT architecture and standards.

26.3.1 On premise system compatible with SQL Server 2016 or greater

26.3.2 On premise compatible with virtual SQL Server

26.3.3 On premise compatible with virtual application server vmware

26.3.4 Hosted solution failover. 99.9% uptime backed by Service Level Agreement.

26.3.5 Advanced notification for outages and system downtime.

26.4   Comply and interface with the County-owned GIS data (see Section 26.12.3).

26.5   Each of the components of the PM Software Solution must interface with the other components (i.e. Construction Management and reporting).

26.6   Proven integration with the County's Infor 10 (Lawson) Financial System.

26.6.1 Responsible for data import/conversion from the County's Infor 10 (Lawson) Financial system or manual entry to the proposed solution.

26.7   Conduct detailed and comprehensive training sessions for Fort Bend County personnel.

26.8   Provide a detailed project schedule/implementation plan.

26.9   Project Management Software:

   26.9.1 Solution to be capable of tracking 150+ projects simultaneously through multiple phases, by project and phase.

   26.9.2 Solution to be capable of tracking all funding including budget/appropriations, encumbrances, expenditures, and change orders and interface with our current Infor/Lawson software.

   26.9.3 Solution to be able to itemize costs for each project work phase by fund account and project details of funding shortfalls and overruns throughout the project duration.

   26.9.4 Solution to be able to route work for approval and digital signatures.

   26.9.5 Solution to be capable of setting configurable event triggers, approval thresholds, and escalation notifications to manage project scope, schedule or budget slippage.

   26.9.6 Solution must be accessible from any device (desktop, PC/MAC, tablet, phone, etc.) and available by County consultants and/or contractors to upload and track requests.

26.10   Contract Management: Solution to be capable of tracking and maintaining a variety of financial types of expenditures (i.e. unit price, lump sum, time and materials, etc.). Solution to track critical dates and milestones and report project status.

26.11   Reporting Software:

   26.11.1 Solution to allow viewing of funding allocations and expenditure totals.

   26.11.2 Solution to provide standard reporting of project status, invoice payments, retainage and expenditures across various funding accounts and provide the ability to sum by vendor across all projects, contract, project, etc. Solution to provide a minimum of fifty (50) customized reports.

   26.11.3 Solution to be able to generate and publish standard financial and project reports from the system.

   26.11.4 Solution to be capable of exporting data into Excel, PDF, Word or other software platforms for customized report creation.

26.11.5 Solution to be accessible through the internet using Microsoft Internet Explorer client browsers.

26.11.6 Solution to be able to generate and publish financial and project and program reports automatically from the system in a format acceptable to the County.

26.11.7 Reports may also be scheduled to run automatically on predefined dates and/or times.

26.11.8 Reports are generated as files and can be automatically distributed via e-mail to designated users who need the reports.

26.12   System Administration & Common Requirements:

26.12.1 Solution to be user friendly and easy to use by employees, contractors and consultants. The County requires unlimited users.

26.12.2 The County uses Microsoft running on Dell computers and servers. The standard desktop operating system is Windows 10. Compatible with the latest Microsoft technologies.

26.12.3 The County uses ESRI ArcSDE 9.0 as the GIS Application.

26.12.4 The County currently uses Infor 10 (Lawson) for its financial software.

26.12.5 The County is implementing an Enterprise Content Management (ECM) solution from Hyland OnBase. The solution must be able to interface with this product.

26.12.6 Enterprise grade solution – providing virtualization, high availability, failover, database clustering and off-line support

26.13   Project Management: Each response to this RFP should include a communication plan for ensuring a successful implementation. Fort Bend County requires regular meetings and communication with the contractor as to the progress and direction of the project. Communication plan should include meetings with the project team, biweekly or as necessary to implement the solution on the project schedule. The contractor will be required to provide a detailed project schedule that includes tasks to be completed by the County and the contractor with appropriate time required to complete the tasks. The contractor's payment schedule will be based on the successful completion of these milestones.

26.14   Warranty and Maintenance Plans: One (1) year warranty service is required following the final system acceptance. After the one (1) year warranty service expires, the maintenance agreement should begin. The contractor shall include maintenance pricing years two (2), three (3), four (4) and five (5). The County requires the contractor to provide upgrades to ensure the most recent technology is

being utilized. The cost of the upgrades should be included in the maintenance agreement.

26.15   Training: Contractor shall provide training to the County staff. The training should be provided at a County designated facility. A detailed training plan is to be provided with the response. Contractor is required to provide ten (10) hard copies and one (1) electronic version of all user manuals for the software solution.

26.16   System Testing and Acceptance: A final system acceptance test will be required after all system components are installed and operational. The County will formally accept the system after the successful completion of the system acceptance test. The County will determine whether the system meets the standards as outlined in the contractual documents.

27.0   EVALUATION CRITERIA:

In order to facilitate the analysis of responses to this Proposal, Respondents are required to prepare their proposals in accordance with the instructions outlined in this part. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the Respondent's capabilities to satisfy the requirements of the Proposal. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled.

27.1   Respondents are required to follow the outline below when preparing their proposals:

Tab	Title
	Title Page
	Table of Contents
	Executive Summary
1	Technical response
2	Cost
3	Firm Experience
4	Approach and Management
5	Required forms

27.2   Any exceptions to the Proposal requirements shall be identified in the applicable section.

27.3   Executive Summary - This section should be limited to a brief narrative highlighting the company's background and experience. Narrative should clearly demonstrate compliance with Respondent qualifications listed in the RFP specifications. Include length of time the company has been in business and provide examples of past projects. Include a list of current and/or pending installations, including number of licensed users.

27.4   Respondents will be evaluated utilizing the factors, as weighted below:

Tab 1

Technical Response (weight factor = 30%)

➢ This section should set forth the proposed technical solution in response to this RFP. The Respondent must demonstrate to the sole satisfaction of the County that the Respondent can successfully deliver solution of the type and scope set forth in this RFP.

➢ Project Solution – This section should contain a narrative that clearly demonstrates the Respondent's approach toward meeting the goals and objectives of this RFP. This section should address how each specific requirement of the RFP will be met by the proposed solution. Further, any desirable features of this approach should also be explained. Clarity of description of the proposed solution is the aim and, therefore, use of product boilerplate and marketing releases throughout this section is discouraged.

➢ Software and Hardware Requirements – Respondent should provide detailed software and hardware requirements to implement the software. Include specifications for all hardware.

➢ Provide supporting documentation regarding required reports.

➢ Provide communication plan for ensuring a successful implementation

➢ Provide detailed training plan.

Tab 2

Cost (weight factor = 25%)

➢ Provide detailed pricing including pricing for options. Detailed pricing to include, but not limited to, software, work plan/implementation plan, training plan (vendor must comply with the County travel policy which is attached).

➢ Provide separate cost for hardware, Fort Bend County will determine if County will provide required hardware or Respondent.

➢ Include first year annual license fees, and provide pricing for years 2 through 5. Provide pricing for maintenance if different from annual license fees including any fee for implementing upgrades.

Tab 3

Firm Experience (weight factor = 20%)

➢ Firm Experience with Projects of Similar Size and Complexity: Such experience must be in the form of providing similar project management software solutions to governmental entities with emphasis on County

27

governments. List the three (3) most recent projects within the last five (5) years. Provide the name and location of each client, contact name with phone number and email address, go-live date and length of time software in use.

➤ Include any material (including letters of support) indicating current capabilities and performance.

➤ Provide resumes on staff being assigned to this project.

Tab 4

Approach and Management (weight factor = 10%)

➤ Respondents to provide their implementation and methodology plan. Describe if implementation will be conducted in-house or using a third-party vendor. If using a third-party vendor, detail which implementation partner.

Tab 5

Required forms and overall completeness of submission (weight factor = 15%)

➤ Proof of Insurance

➤ Completed Respondent forms

➤ Completed W9 form

➤ Completed debt form

➤ Provide Software License Agreement

28.0   AWARD:

RFP will be evaluated by a committee comprised of County staff. The committee will review Request for Qualifications submitted and may develop a short list of not more than three (3) firms. These firms will be requested to submit additional information and may be invited to interview with the Committee. Based on further review after the interviews, the committee will forward their recommendations to the Fort Bend County Commissioners Court.

29.0   STATE LAW REQUIREMENTS FOR CONTRACTS:

The contents of this section are required by Texas Law and are included by County regardless of content.

29.1 Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature on vendor form, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Contract.

29.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

30.0 ADDITIONAL REQUIRED FORMS:

All respondents submitting are required to complete the attached and return with submission:

30.1 Vendor Form

30.2 W9 Form

30.3 Tax Form/Debt/Residence Certification

Exhibit 2
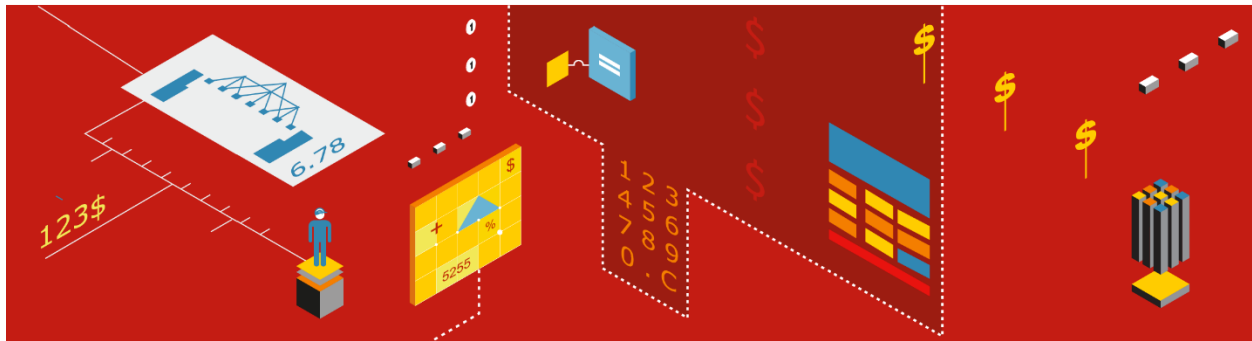
Response to RFP No. 18-062: Project Management Software

RFP Close Date: 5th June 2018, 2 PM CST

Attention:

Debbie Kaminski
County Purchasing Agent
Purchasing Department
Fort Bend County Travis Annex
301 Jackson, Suite 201
Richmond, Texas 77469
Ph: 281.341.8643
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Exhibit 2

Response to RFP No.18-062: Project Management Software

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Table of Contents

Exhibit 2

Section 1 - Executive Summary

This section should be limited to a brief narrative highlighting the company's background and experience. Narrative should clearly demonstrate compliance with Respondent qualifications listed in the RFP specifications. Include length of time the company has been in business and provide examples of past projects. Include a list of current and/or pending installations, including number of licensed users.

Aurigo Masterworks is pleased to submit our response to Fort Bend County's RFP No.18-062: Project Management Software. We understand that the County is looking to partner with a vendor that can provide a cloud-based solution to improve workflows, increase productivity, and enhance collaboration.

Aurigo is a privately held corporation, established in 2003, in the State of Delaware with the objective of building a world-class software company. Aurigo Masterworks is an award-winning Capital Project Management System that will meet most of the County's needs out of the box! We are **the leading provider** of **Capital Project Management Software** in the U.S. and Masterworks is the most comprehensive solution in the industry today.

A few of our past customers that have very similar requirements are included in the following table.

Completed Installations			
Sl #	Client Name	Description	Project Scope and Complexity
1	Pinellas County, Florida	Project Management System	- Web Based solution for capital project management - Automated their manual project management processes - Further automated bid letting, estimation, contract management and field reporting processes 100+ users
2	Adams County, Colorado	Capital Project Management System	- Web Based solution for project management - Automated their manual contract management processes 25 users
3	Tampa Bay Water	Capital Planning and Project Management Solution	70 projects a year with a CIP (2015-2019) of $255 million - Deploying Aurigo Masterworks to streamline its Capital Improvement Program and Project Management Processes 50 users - Integration with SharePoint, Tyler Technologies, InfoPath, ArcGIS
4	Trinity River Authority	Capital Project Portfolio Management Software	- Manage TRA's entire capital planning and portfolio management functions 5 year CIP of ~200 Million - Integration with Lawson, ESRI GIS, Microsoft Productivity Software and ProjectMates 20-50 users accessing the software
5	Portland Water Bureau		- Web based solution for a capital project management software system - Scope includes automation of project management processes with an option to extend

Exhibit 2

Response to RFP No.18-062: Project Management Software

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Completed Installations			
Sl #	Client Name	Description	Project Scope and Complexity
			the scope of capital lifecycle management from cradle to grave ▪ 250 users ▪ Integration with Active Directory, Microsoft Outlook, Microsoft Project, PWB File Servers
6	City of Lincoln	Construction Management Software	▪ 100+ construction projects spanning airport expansion, electric utilities, water & sewer, flood control, buildings, highways, parks and repairs ▪ CPMS solution to automate estimation, bid letting, contract management, and field inspection activities ▪ Over 300 active users ▪ Recently upgraded to Aurigo Masterworks 10.0
7	City of Eugene	Capital Program Management System	▪ Replace eight homegrown and legacy software applications for capital program and program management functions ▪ 35 users across different City departments ▪ Added scope to cover Mobile Access and Field Inspections

The following table shows customers who have not fully deployed Masterworks.

Ongoing Installations			
Sl #	Client Name	Description	Project Scope and Complexity
1	City of Las Vegas	Capital Improvement Project	▪ 200 projects executed annually with a CIP of $1.2 Billion (2018-2022) ▪ Unified solution to identify, plan, track and manage the capital programs from inception to closeout ▪ Over 300 users ▪ Integration with Oracle EBS, ESRI and Infor Hansen
2	City of Virginia Beach	Capital Project Management System	▪ Automate $3 billion portfolio of capital programs and projects ▪ Integrate with Oracle E-Business Suite, GovMax, Laserfiche ECM, Banner, MS Outlook email system ▪ Automating project management and controls, facilities& real estate management, budget/cost management, scheduling & document management and field inspection

Almost all the recent large CPMS contracts for the major infrastructure build outs are being awarded to Aurigo because we offer the **most comprehensive and integrated solution available.** Detailed below are some of the reasons that make Aurigo Masterworks the top solution in the market:

"Manage projects from inception to completion"

The Aurigo Masterworks Project Management Module includes extensive project management capabilities. With Aurigo Masterworks, the County can manage all types of capital projects, from the

Exhibit 2

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simplest to the most complex program, with ease. The project management capability of Aurigo Masterworks includes: **project creation, scheduling, forecasting and cash flow, cost management, contract management, change management, and project closeout.**

With Aurigo Masterworks, the County will benefit by investing in a system that is future ready, meets your current requirements and transform your current enterprise to highest level of process maturity.

"Keep track of your projects in real time"

The system also provides a robust performance management capability where users can examine performance over time, such as over the past week, month, year, etc. Users can also query the database and return results for current projects and compare results against historical data. Aurigo Masterworks ships with a best in class **reporting engine** (built on SQL Server Reporting Services) with several pre-configured reports and dashboards. The reporting engine also allows users the ability to modify and create new reports and dashboards based on configurable permissioned access to forms and fields. Project Managers will have the ability to view program and project level details, configure the reports and dashboards they require, and create an interface to drill down to the level of detail as required. Even more importantly, Aurigo provides for flexible ad-hoc reporting with "My reports" for those business users who need to create a custom report that isn't configured in the system

"Ability to integrate with your existing systems"

Aurigo Masterworks is the most integration friendly system in the market and has been extensively integrated with client systems in the past. Aurigo applies the principles of SOA (Service Oriented Approach) to Integration and transforms IT systems, applications and data sources into highly flexible and reusable "services". Aurigo Masterworks has a slew of web service based API's that can be consumed by any application which form the backbone of the integration-ability of Aurigo Masterworks. Aurigo typically works with the client to understand the functionalities provided by their existing system, determines integration points and then delivers the most appropriate integration solution to meet their needs. This results in creating a software solution where data is available throughout the enterprise rather than being locked away and stored in files, computer hard drives, or information silos.

"Work with Industry Experts"

Aurigo's team is comprised of software professionals, construction industry experts, and business analysts. Over the last decade, **we have partnered with dozens of public and private sector agencies** across the U.S. and Canada to help them with automating their contract management, capital planning and project portfolio management processes.

Aurigo Masterworks was created in collaboration with industry experts. Unlike generic project and contract management solutions, Masterworks was built from the ground up with public sector owner agencies needs and business challenges in mind. It operates from the perspective of you, the owner, in managing a large number of contracts related to construction engineering, goods and services, permits, etc. The County will benefit from the **expertise we have gained from the thousands of users** and IT staff at our customer locations spread across the U.S. The biggest advantage you will find in selecting Aurigo is that **we do more than just deliver software.** We deliver expertise with regard to proven methodologies and best practices, **with a high implementation success rate** in helping our customers deploy and successfully adopt Masterworks.

Aurigo acknowledges receipt of the following addenda as part of this RFP:

- Addendum 1 – R18062QA1

Exhibit 2

35

Response to RFP No.18-062: Project Management Software

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- Addendum 2 – R18062QA2
- Addendum 3 – R18062QA3
- Addendum 4 – R18062QA4

We are confident that Aurigo Masterworks is the best product in the market today to meet all your needs. We look forward to this partnership with the County and the opportunity to show our product in action. We are happy to provide any supplemental information and a demonstration to supplement our response.

Sincerely,

Anna Johnson,
Account Executive

Exhibit 2

Response to RFP No.18-062: Project Management Software

Section 2 – Technical Response

2.1 Requirements and Responsibilities

Provide all software applications and interfaces required.

Aurigo Software Technologies Inc. is a leading provider of Capital Planning and Project Management Software. Our flagship product suite – Aurigo Masterworks helps capital project owner automate the entire capital delivery lifecycle – from design, acquisition, planning, execution, maintenance to closeout. Over 20+ agencies and thousands of contractors are currently using Aurigo Masterworks to plan and deliver over $400 Billion worth of Capital projects across North America.

The exhibit below provides an overview of the products capabilities:
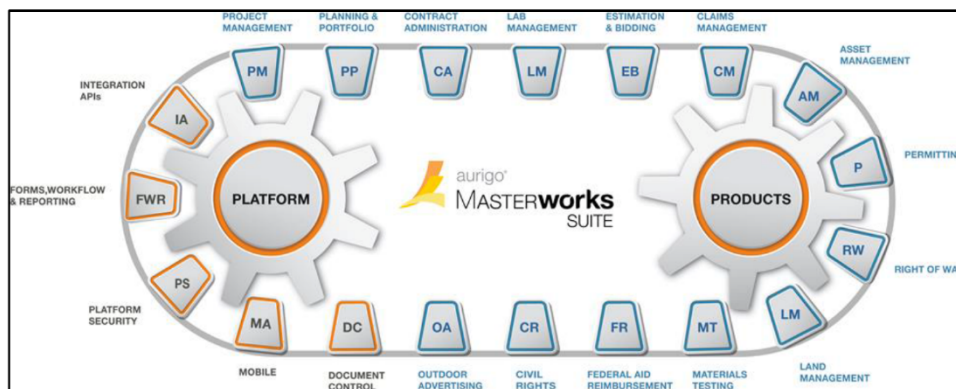
Figure 1: Aurigo Masterworks Product Overview

Owner agencies can choose between deploying multiple Aurigo Masterworks products to automate their entire Capital Delivery Lifecycle, or only one or two products bundled to automate a single process.

Aurigo Masterworks is also the most "integration friendly" system in the market and has been extensively integrated with client systems in the past. Aurigo applies the principles of SOA (Service Oriented Approach) to Integration and transforms IT systems, applications and data sources into highly flexible and reusable "services". The Aurigo Masterworks has a slew of web service based API's that can be consumed by any application which form the backbone of the integration-ability of Aurigo Masterworks.

Provide a detailed list of recommended hardware specifications and include the cost to acquire the necessary hardware that is required to be dedicated to the PM Software Solution. County may choose to purchase equipment separately.

We strongly recommend the Masterworks SaaS model to our customers as it provides a fully integrated, optimized, secure and scalable experience to our customers. For our SaaS offering, we use Amazon Web Services (AWS) as our cloud hosting partner to provide a solid hosting environment to our customers. We use AWS's multi-availability zone capability to host Aurigo solution on redundant infrastructure layers to ensure continuous service delivery. Each of these AWS zones are essentially different data centers, which are geographically apart, fed by different power sources and have several layers of redundant connectivity.

Exhibit 2

For our SaaS offering, while by default we use AWS's r4.xlarge (4vCPU, 32GB Memory) machine option for web servers, the actual sizing is selected based on customer needs. We monitor customer capacity usage continuously and have the ability to grow CPU and Memory within minutes without service disruption.

If customer choses to go with on-premise delivery model, the following configuration can be used as reference. Exact configuration would be recommended during delivery phase.

- Web Server/App Server – 4 CPU, 32 GB RAM, 1TB SSD (Redundant Architecture)
- Database Server – 8 CPU, 64 GB RAM, 2TB SSD (Redundant Architecture)

As industry best practice, we recommend customers to keep separate infrastructure for Production, Production Replica, UAT (User Acceptance Test) and SIT (System Integration Test).

In on-premise delivery model, customer would assume all responsibility for infrastructure and application monitoring, infrastructure security and infrastructure support.

Comply with the County's current IT architecture and standards.

- *On premise system compatible with SQL Server 2016 or greater*

Aurigo Masterworks is compatible with SQL Server 2014 and greater.

- *On premise compatible with virtual SQL Server*

Masterworks on premise would work with SQL Server running in a virtual environment. Expectation is that SQL services are accessible over IP network.

- *On premise compatible with virtual application server VMware*

Masterworks works in virtual environment (VMware included) as well. As an application, it has no knowledge or dependency whether underlying Windows OS is running on physical or virtual servers.

- *Hosted solution failover. 99.9% uptime backed by Service Level Agreement.*

Aurigo offers a standard availability of 99.5%. Higher availability (99.9% or higher) can be provided under an upgraded customer support agreement. The various customer support agreements have been listed as part of **Section 2.3 Warranty and Maintenance Plans**.

- *Advanced notification for outages and system downtime.*

Aurigo leverages industry leading monitoring tools to measure the health of our hosted servers. We monitor all critical infrastructure components, Masterworks application and database with real-time alerts and paging/escalation technology

Comply and interface with the County-owned GIS data (see Section 26.12.3).

The out-of-the-box solution also has industry leading integration with ESRI GIS systems to provide inbuilt mapping, layer support, and Mobile mapping capabilities.

Each of the components of the PM Software Solution must interface with the other components (i.e. Construction Management and reporting).

Aurigo Masterworks Project Management Product is a fully integrated system. All of the required functionality is fundamentally integrated internally owing to the same platform, thereby ensuring data availability across the application.

Exhibit 2

Response to RFP No.18-062: Project Management Software

Proven integration with the County's Infor 10 (Lawson) Financial System.

Aurigo Masterworks has been successfully integrated with Infor Lawson at Trinity River Authority (TRA). TRA has implemented Aurigo Masterworks as their Capital Planning Solution and as part of this integration, Aurigo Masterworks provides them with the:

- Ability to manage project funding allocations, reporting actual project-to-date expenditures, reporting actual expenditures on existing fund accounts, reporting project and fund contingency balances, and reporting invoiced-to-date to facilitate CPMS management of pay request and approval.
- Ability to perform monthly reconciliation of consultant invoices to contract task/line items
- Ability to output report to accounting for processing payment in Lawson
- Ability to integrate payment activities between Masterworks and Lawson
- Ability to initiate and facilitate Contract Closure Process and documentation, including output report to accounting for closure in Lawson system
- Ability to track project and fund contingency balance as a result of change orders by integrating with Lawson

Responsible for data import/conversion from the County's Infor 10 (Lawson) Financial system or manual entry to the proposed solution.

Aurigo will work with the County to understand their data migration requirements and devise an appropriate strategy for data migration.

Conduct detailed and comprehensive training sessions for Fort Bend County personnel.

Aurigo will deliver comprehensive training sessions for the County Personnel as part of our solution. As part of our offering, Aurigo will deliver instructor led trainings sessions conducted at the County's location for the users of the application. The training will also cover administrative users that will be responsible for the configuration and management of the application post deployment.

Provide a detailed project schedule/implementation plan.

Provided below is a sample work plan for deploying Aurigo Masterworks as the Project Management System for the County. This plan is indicative and is based on the requirements provided as part of this RFP. Aurigo will provide a more detailed project plan with phases and the sprints after a clearer understanding of the County's requirements can be made.

Task Name	Start Date	Finish Date	Staff Requirements
Project Planning	8/01/2018	8/28/2018	County Project Manager
Business Process Mapping	8/11/2018	10/29/2018	County SME's, Project Manager, Business Analyst. Aurigo Project Manager, Aurigo Business Analyst.
Initial Limited Deployment	8/18/2018	10/20/2018	County Project Manager, SME's, Business Analyst. Aurigo Project Manager, Aurigo Business Analyst, Developers, Quality Assurance Testers.
Design and Configuration	10/16/2018	12/21/2018	County Project Manager, SME's, Business Analyst. Aurigo Project Manager, Aurigo

Exhibit 2

Response to RFP No.18-062: Project Management Software

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			Business Analyst, Developers, Quality Assurance Testers.
UAT	1/7/2019	2/15/2019	County Project Manager, SME's, Business Analyst. Aurigo Project Manager, Aurigo Business Analyst, Developers, Quality Assurance Testers.
Training	2/1/2019	2/15/2019	Aurigo Functional and Technical Training. County Users
Go-live	2/15/2019	2/15/2019	

2.1.1 Project Management Software:

Solution to be capable of tracking 150+ projects simultaneously through multiple phases, by project and phase.

Masterworks does not have a limit of the number of projects and the phases that can be managed within the system and can easily track the 150+ project simultaneously that the County is asking for.

Solution to be capable of tracking all funding including budget/appropriations, encumbrances, expenditures, and change orders and interface with our current Infor/Lawson software.

Masterworks has comprehensive capability to manage funding sources and fully supports the County's requirement. Globally the system allows the County to manage all sources of funds, including federal, local, grants, trust funds, etc. Once the global fund list is created, the County can plan revenue availability by funding source for a project duration. Figure 2 shows a screen shot of Masterworks project's funding sources on the list page. It gives a one stop shop to see all the details of the projects funds.

Figure 2: Project Fund List Page

In the screenshot above, the following key fields are displayed:

Fund Source Name: The Name of the funding source, retrieved from the available list of sources

Encumbered Amount: The total amount of monies encumbered for this project. The encumbrances may have happened incrementally. This screen shows the sum of all transactions. Each transaction is also maintained, which will be shown below

Exhibit 2

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Allocated Amount:	The total amount of encumbered funds that have been allocated to spendable items, such as contract items, purchase orders, miscellaneous costs, etc.
Un Allocated Amount:	The total amount of encumbered funds that are not spendable based on the current allocation. This money may be available for other projects
Consumed Amount:	Of the Allocated Amount, how much has been consumed (spent) till date. This is based on all invoices received from the Financial Management system
Remaining Amount:	Of the Allocated Amount, how much money is left to spend
Workflow Status:	The approval status of this funding source in the program. During project initiation funding sources can be allocated to a project. A workflow can be assigned to the Fund allocation that drives any level of approval process required before a fund source can be utilized in a project

Solution to be able to itemize costs for each project work phase by fund account and project details of funding shortfalls and overruns throughout the project duration.

Aurigo Masterworks provides continuous insight into costs, budgets, schedules, cash flow, expenditures, funding rules, and more. The system was designed from the ground up to help organizations like the County keep a tight grip on project scope. Aurigo Masterworks fully supports itemizing costs for each project work phase by fund account and details funding shortfalls and overruns for project throughout the project duration. Aurigo believes that the key to staying on time and on budget is the utilization of real time information to make urgent and informed decisions.

The Cost Manager provides various Key Performance Indicators (KPIs) and cost summaries, allowing users to track and control construction costs against current awarded values. The County can even track direct and indirect costs not associated with a construction contract in one easy to use screen. Availability of such critical information at the enterprise level aids key business decision-makers in making timely budget revisions and controlling cost overruns and delays.

The Cost Manager provides Enterprise Level Cost Summaries and allows a simple and quick drill down to the project and sub-project level. Budget revisions, along with schedule changes, can be tracked to predict any change in cash flow and predict the cost to complete.

The highlight of this cost manager is the ability for users to add new columns and define their own formulas in the existing Cost Summaries at Enterprise, Project, Sub-Project and Item Level. Users can therefore generate different views and review different dynamics on the same data set.

Exhibit 2

Response to RFP No.18-062: Project Management Software

Figure 3: Aurigo Masterworks Enterprise Cost View

In addition to the Enterprise level cost view, Aurigo Masterworks provides Schedule of Value based cost management. The County can track each project at a high level and drill down to the details to address specific issues.

Figure 4: Aurigo Masterworks Detailed Cost View

41

Exhibit 2

Response to RFP No.18-062: Project Management Software

The Workflow Engine in the Aurigo Masterworks Platform provides business process automation to route work for approval as well as digital signatures. A workflow is a series of steps through which a business object (such as a project, milestone, document, or change order, to name a few) must pass before being approved as final/ready to deploy. The Workflow Engine directs all documents and action items in Aurigo Masterworks through the appropriate steps.

Workflows are 100% user configurable. For each workflow, the County will decide how review cycles are defined, who is reviewing, the duration of review periods, how many stages there are, what actions are possible within each stage, and more. This allows the County to create and maintain a user-defined approval process that includes both forward and parallel stages.

Aurigo Masterworks also support Digital Signatures via its integration with DocuSign. The County will need to contract with DocuSign for this integration to work.

Solution to be capable of setting configurable event triggers, approval thresholds, and escalation notifications to manage project scope, schedule or budget slippage.

Aurigo Masterworks includes a sophisticated, configurable notification and alerts capability that keeps all users up-to-date on what actions are pending in the system. Notifications are issued within the system, via SMS, and/or via email, based on user preference. This means that users who do not log into Aurigo Masterworks on a daily basis will be alerted in a timely manner when their attention is required.

Common notifications can occur at the following times:

- Every time a workflow is pending on a user, he/she can be notified using a default email or SMS notification.
- When the status of a business object traveling through the workflow capability changes, users are alerted via email, a system notification, or an SMS notification.
- Users can be notified of what types/categories of changes have been made to documents and plans.
- When a user with a task assignment has opened the assignment and when the assignment is completed.
- Workflows can be configured to send arbitrary emails at any time to any set of predefined users. These emails can have links to project records and other informative text.
- Users are presented with a To-Do List when they log into the system that shows them what is pending on them.
- Escalation notifications are sent (if configured) when a workflow remains in a stage for too long. The length of time is a parameter of each workflow stage.

Solution must be accessible from any device (desktop, PC/MAC, tablet, phone, etc.) and available by County consultants and/or contractors to upload and track requests.

Aurigo Masterworks is 100% web based which means that it can be accessed from any device (desktop, PC, tablet or phone). Field users will be provided complete functionality in terms of uploading documents, taking workflow actions, adding data and performing inspections. Aurigo is proposing it's mobile platform and Project Management Mobile App to allow accessibility on tablets. While a user can use a phone to log into Masterworks, we Aurigo doesn't recommend it as the forms are configured for the size of a tablet and the fields may be difficult to read on a phone.
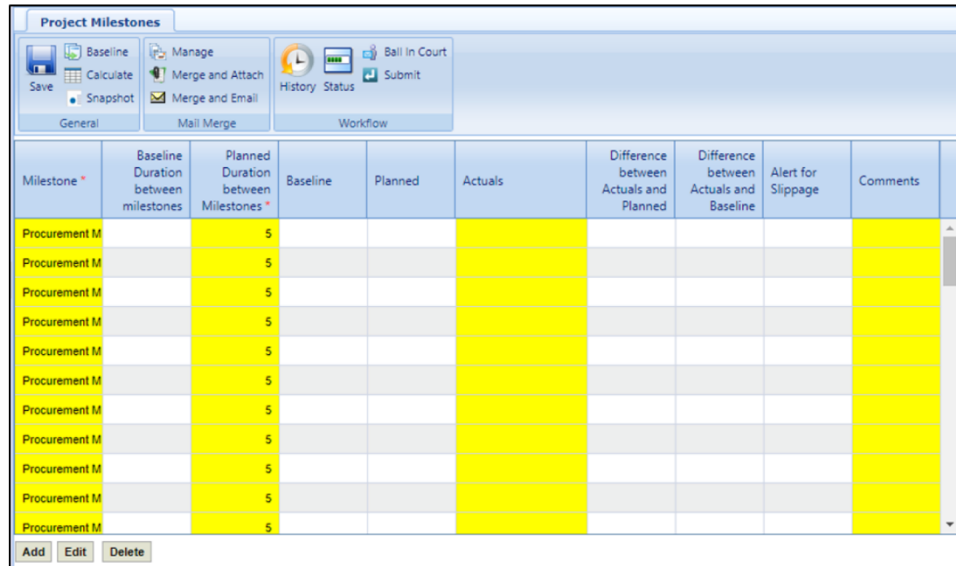
2.1.2 Contract Management:

Solution to be capable of tracking and maintaining a variety of financial types of expenditures (i.e. unit price, lump sum, time and materials, etc.). Solution to track critical dates and milestones and report project status.

Exhibit 2

Response to RFP No.18-062: Project Management Software

As a standard out of the box capability, Aurigo Masterworks supports the following financial types:

- Unit Price
- T&M
- Fixed Price
- Lump Sum

Permissioned users have the capability to create, edit and track milestones in Aurigo Masterworks. Users can utilize workflows that check if certain milestones have been met prior to taking appropriate action. The following screen shows a form in Masterworks where users can create and edit milestones.

Figure 5: Project Milestones

Exhibit 2

Response to RFP No.18-062: Project Management Software

In addition, milestones are automatically represented in the built-in scheduling application as represented in Figure 6.
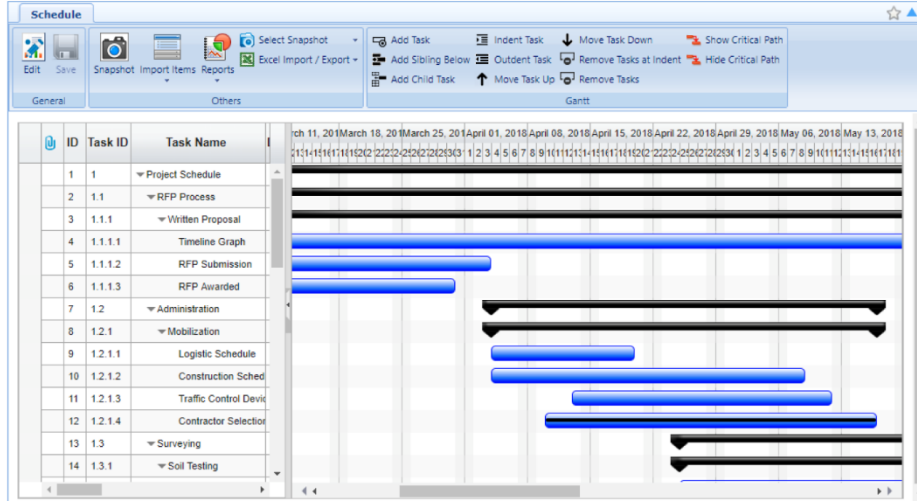
Figure 6: Project Scheduling and Tracking in the Scheduling Tool

Aurigo Masterworks has reports that display project summary information for projects in any status. These reports are very useful for projects in the closeout stage to garner their current status and report it to senior management, if required.

An example of one of the standard project summary reports is provided in Figure 7.

44

Exhibit 2

Response to RFP No.18-062: Project Management Software

Figure 7: Snapshot of the project summary dashboard

2.1.3 Reporting Software:

Solution to allow viewing of funding allocations and expenditure totals.

Encumbering records can indicate: funding sources, funding type, contract ID, amount encumbered, funding date, portion of funding spent, purchase order number, and comments. Aurigo Masterworks tracks funded and unfunded projects, various funding sources, fund encumbrance and release, etc.

The following screen shows a standard report in Aurigo Masterworks that displays Fund Encumbrance information. This report is 100% configurable.

Exhibit 2

Response to RFP No.18-062: Project Management Software

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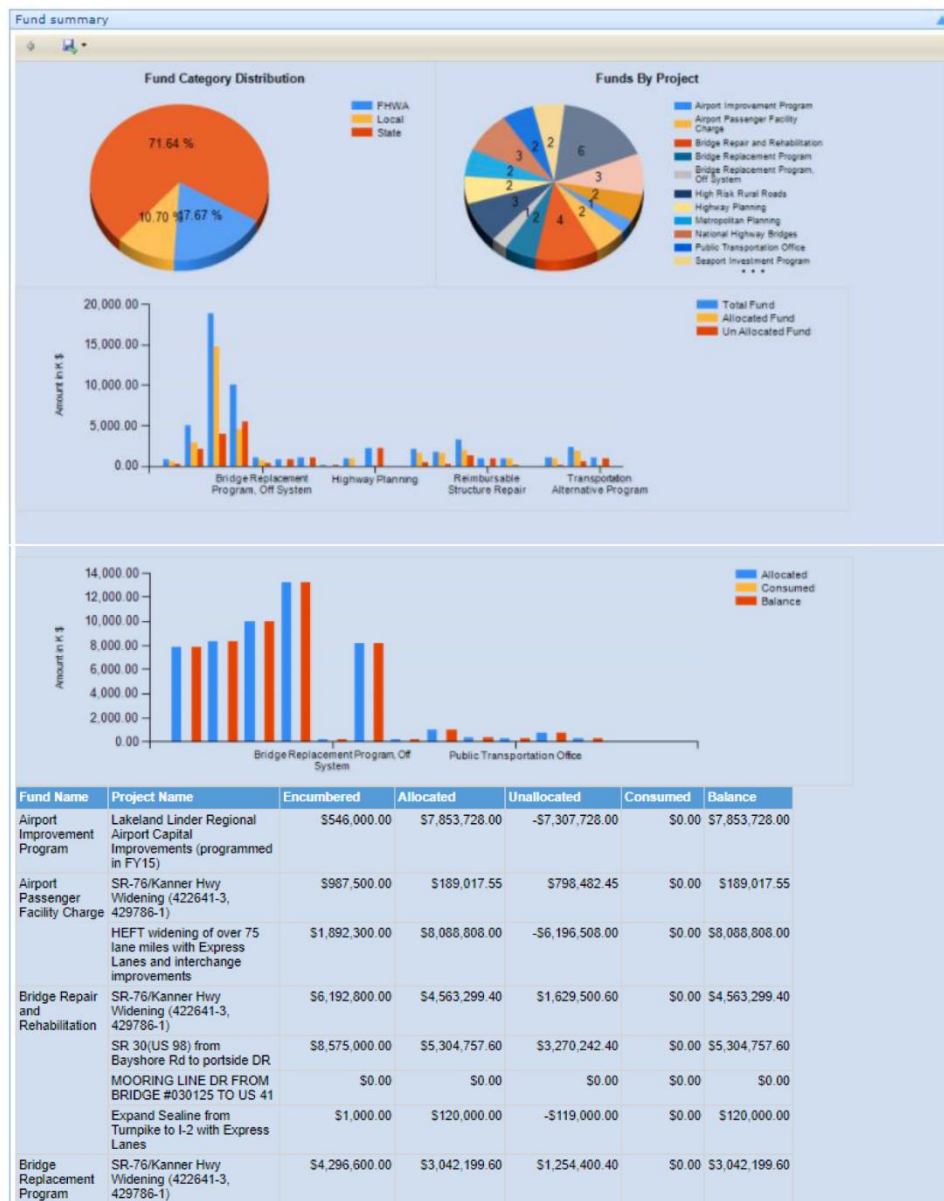
Figure 8: Fund Encumbrance Report

The table at bottom of the figure:

Fund Name	Project Name	Encumbered	Allocated	Unallocated	Consumed	Balance
Airport Improvement Program	Lakeland Linder Regional Airport Capital Improvements (programmed in FY15)	$546,000.00	$7,853,728.00	-$7,307,728.00	$0.00	$7,853,728.00
Airport Passenger Facility Charge	SR-76/Kanner Hwy Widening (422641-3, 429786-1)	$987,500.00	$189,017.55	$798,482.45	$0.00	$189,017.55
	HEFT widening of over 75 lane miles with Express Lanes and interchange improvements	$1,892,300.00	$8,088,808.00	-$6,196,508.00	$0.00	$8,088,808.00
Bridge Repair and Rehabilitation	SR-76/Kanner Hwy Widening (422641-3, 429786-1)	$6,192,800.00	$4,563,299.40	$1,629,500.60	$0.00	$4,563,299.40
	SR 30(US 98) from Bayshore Rd to portside DR	$8,575,000.00	$5,304,757.60	$3,270,242.40	$0.00	$5,304,757.60
	MOORING LINE DR FROM BRIDGE #030125 TO US 41	$0.00	$0.00	$0.00	$0.00	$0.00
	Expand Sealine from Turnpike to I-2 with Express Lanes	$1,000.00	$120,000.00	-$119,000.00	$0.00	$120,000.00
Bridge Replacement Program	SR-76/Kanner Hwy Widening (422641-3, 429786-1)	$4,296,600.00	$3,042,199.60	$1,254,400.40	$0.00	$3,042,199.60

46

Exhibit 2

Response to RFP No.18-062: Project Management Software

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Solution to provide standard reporting of project status, invoice payments, retainage and expenditures across various funding accounts and provide the ability to sum by vendor across all projects, contract, project, etc.

Aurigo Masterworks ships with several reports out of the box that can help the County report on project status, invoice payments, retainage and expenditures across funding sources etc. We have listed below details of few of the reports that ship out of the box. In addition to the list below, the system also supports ad-hoc report creation via the "My Reports" feature where users can create reports based on the data fields of their choice. The users can then save these reports for future use too.

Projects	
Report Name	**Description**
Workflow Report	This report provides details of the workflow actions performed on records in various modules of Aurigo Masterworks. These details include the Project Name, Contract Name, Record ID, Actions taken and the Dates of Action.
Project Expenditure Distribution	The Project Expenditure Distribution report displays expenditure details by months and helps to compare monthly expenditures.
Project Location and Status	The Project Location and Status report displays the list of all the projects in the enterprise with location and status of each of the projects.
Project Award Summary	The Project Award Summary Report lists the bidders for the project with the amount bid by the bidder, the percentage of the bid value over the lowest bid value, the percentage of the bid value over or below the engineer's estimate, and marks the awarded bidder.
Advertisement Schedule	The Advertisement Schedule report provides details of the Bid Advertisement that includes complete details of the bid letting in terms of advertisement date, bid opening date and time, and the user who approved the bid letting.
Active Projects List	This report provides details of all projects that are active. The details include the owner of the project, date created, and the project code.
Inactive Projects List	This report provides details of all projects that are inactive. The details include the owner of the project, date created, and the project code.
Enterprise Cost Sheet	The Enterprise Cost Sheet lists all the projects of the enterprise with information such contract cost, payments made including advance and materials on hand payments, recoveries on advance and materials on hand payments, project funding details, cost of change orders, totals of payments and retention amounts, and a graphical representation of percentage of work done based on the payments made.
Budget Planning	
Report Name	**Description**
Forecast Report	The Project Forecast Report trend curve identifies the planned Vs. actual project value (or current Vs. future project value) over a period of time. It depicts the expenses incurred over that period of time and the potential project value in future (blended curve). A tabular view of the forecast is a breakdown of the forecast report for the period. It clearly indicates the Project Cost for different phases/stages in a project and the actual project cost for a time period.
Project Expenses	
Report Name	**Description**

Exhibit 2

Response to RFP No.18-062: Project Management Software

Expense by Category	This report provides the information on Expenses generated for the project which is categorized by the Expense Category. It includes Expense Category, Expense Type, Expense Number, Fiscal Year, Item, Expense Date and Cost.
Expense by Item	This report provides the information on Expenses generated for the project which is categorized by the Item. It includes Item, Expense Category, Expense Type, Expense Number, Fiscal Year, Expense Date and Cost.

Project - Reports Gallery	
Report Name	**Description**
In Year Forecast	The In Year Forecast report illustrates project expenses inclusive of budgeted expenses and actual expenses over a period of months.
Multi Year Forecast	The Multi Year Forecast report illustrates project expenses inclusive of budgeted expenses and actual expenses over a period of years, as the project progress.
Forecast Details	The Forecast Details report displays the expenditure of a project over a period of time in graphical and tabular formats.
Forecast Report	A project forecast report displays the budget utilization curves for the planned base-lined budget utilization and the actual budget utilization over a period of time.
Incomplete Items	The Incomplete Items report provides a comprehensive summary of all the contract items that are in progress and are not yet completed.
Completed Items	The Completed Items report lists the information of the contract items that are completed. The information provided includes Contract Name, Line Number, Standard Item Number, Description, Unit, Quantity, Unit Price, Total amount of each item & gross total amount of all the completed items.
ReWork Items	The Rework Items report provides information about any contract Items that have been put on hold or that requires reworking.
Item Reconciliation	The Item Reconciliation report provides a container-wise summary of all the pay items and increases or decreases in the value amounts of the pay items in the contract made through change orders. The report gives a clear picture of the original value, the final value and amount of increase or decrease that was made. In Final Quantities, the quantity fields display the greater of either the Contract Quantity (including all Change Orders), or the Item Postings Quantity.
Project Funding Report	The Project Funding Report lists all the funding sources for the selected project. Information such as Project Name, Fund Name, Encumbered Fund, Allocated Fund, Unallocated Fund, Consumed Fund, and Remaining Fund is displayed. The total fund availability for the project is also displayed.
Project Funding by Item Report	The Project Funding Report – By Item lists all the items and fund information associated to an item. Information such as Project Name, Container, Item No., Fund Name, Allocated Fund, Consumed Fund, and Remaining Fund is displayed. Report is grouped in the same hierarchical structure of how the contract items are defined and then grouped on the item.
Project Funding by Container Report	The Project Funding By Container Report lists all the funds and fund information associated to items in a container. Information such as Project Name, Container, Fund Name, Allocated Fund, Consumed Fund, and Remaining Fund is displayed grouped on containers.
Item Postings By Item Report	The Item Postings By Item report provides summary of all the items postings made for a specified Item used in a contract.
Item Postings By Attention Report	The Item Postings By Attention report provides a summary of all the item postings that are marked for Attention.

Exhibit 2

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Item Postings By Contractor Report	The Items Postings By Contractor report provides a summary of the items postings that were made for Items of a specified contractor who undertook the execution of the item and for whom the Items were posted.
Item Postings By Date Report	The Item Posting By Date report provides a comprehensive summary of all item posting activities of a contract between defined ranges of dates. The report is generated based upon the range of dates defined by the user.
Item Postings By Inspectors Report	The Item Postings By Inspectors report provides a summary of all the items postings created and reported by a specified inspector.
Item Postings By Item Progress	The Item Postings By Item Progress report provides a summary of the contract items indicating the progress of each item in terms of contract quantity, quantity of the item posted, percentage of work remaining, status of the item, and if the item is a non-contract item.
Pay Estimate Reports	
Pay Estimate Overview Report	The Pay Estimate Overview report provides a high-level overview view of the selected pay estimate record. The report lists the sum of the previous, the current pay estimate value, and the total pay estimate amount for categories such as work done amount, hold and retention amounts, pre-payments made, and adjustments.
Pay Estimate Details Report by Container	This report lists details of the quantity and amount of each item for which payments have been made are listed and grouped by container.
Pay Estimate Details Report by Group	This report lists details of the quantity and amount of each item for which payments have been made are listed and grouped by group.
Purchase Order Reports	
Purchase Order List Report	The purchase order List Report displays the list of all purchase orders for the project. The report displays details such as PR Ref Number, Purchase Order Type, Purchase Order Date, Lead Time, and Vendor Name.
Purchase Order Details Report	The Purchase Order Details Report displays the details and items of the selected purchase order and all its approved revisions. Purchase order information includes PR Ref Number, Purchase Order Type, Purchase Order Date, vendor id, original and revised purchase order value. Item information includes name, description, unit, quantity, rate, and amount.
PO Original Items Details Report	The PO Original Items Details Report displays the details and items of the selected purchase order without listing its approved revisions.
Change Order Reports	
Change Order By Date Report	This report provides details about the Items that have been modified in the Change Order along with the proposed quantity and changed quantity, as well as new Items that have been added while creating the Change Order.
Change Order Report	The Change Order report provides a summary of a selected change order that was issued for a contract. Change order details such as original contract amount, contract amount after the change order is approved, and details of the items added or removed from contract items is listed.
Change Order Summary Report	The Change Order Summary report provides a summary of the total net changes made in the contract through change orders. The report displays the change order numbers with date of approval, and the additions and deductions made to the original contract.

Exhibit 2

Response to RFP No.18-062: Project Management Software

Budget Management Reports	
Budget Estimate List Report	The Budget Estimate Page Report displays the Budget Estimate Name, Budget Estimate Type, Created Date, and indicator to highlight the final budget estimate.
Budget Estimate Details Report	The Budget Estimate Details Report displays the budget estimate items' details of the selected budget estimate. Information includes container, line number, name, and description, unit price and quantity of each of the items
Budget Estimate Revision List Report	The Budget Estimate Revision List Report displays the Budget Estimate Revision Name, and revision creation, modification dates and the status of all the revisions made on the final budget estimate.
Budget Estimate Revision Details Report	The Budget Estimate Revision Details Report displays the added and modified budget estimate items' details of the final budget estimate. Item information such as container, name, description, unit price, quantity, and amount is displayed.
Current Budget Details Report	The Current Budget Details Report displays the list of all items from the final budget estimate and all of its approved revisions grouped by containers. Item information such as container name, line number, name, description, unit price, quantity, and amount is displayed.

Solution to provide a minimum of fifty (50) customized reports.

Aurigo is proposing the following customized reports based on complexity.

Number of Reports	Complexity
25	Simple
15	Medium
10	High

The complexity of each required form can be determined during the project planning stage at which time the County and Aurigo can agree on complexity for each required form.

In addition, the County will also be able to configure additional reports after the deployment using the do-it-yourself configuration toolkit of Aurigo Masterworks. The DIY toolkit includes a report builder utility that will allow the County uses to create new/modify existing reports to meet their reporting requirements using an easy to use drag and drop interface.

Solution to be able to generate and publish standard financial and project reports from the system.

Fully supported via the in-built reporting capability of the software.

Solution to be capable of exporting data into Excel, PDF, Word or other software platforms for customized report creation.

Aurigo Masterworks supports most common file formats that include .PDF, .XLS, .DOC, .XML, .CSV to name a few.

Solution to be accessible through the internet using Microsoft Internet Explorer client browsers.

Aurigo Masterworks is 100% web based and accessible via Internet Explorer, Chrome, Safari and Firefox browsers.

Exhibit 2

Response to RFP No.18-062: Project Management Software

Solution to be able to generate and publish financial and project and program reports automatically from the system in a format acceptable to the County.

Fully supported via the in-built reporting capability of the software.

Reports may also be scheduled to run automatically on predefined dates and/or times.

Aurigo Masterworks includes the ability to schedule reports. Permissioned users can subscribe to a report so that they receive the results any time that report is run. Users can also schedule any report to generate automatically on a regular basis; when a user subscribes to a report, the system automatically sends the result to that user's email or places it within a directory in the County's environment.

Reports are generated as files and can be automatically distributed via email to designated users who need the reports.

Within the reporting engine, a user can subscribe to a report and select how often they want to receive the report results, the document format of the report, where the report should be sent, etc. Figure 9 shows a screenshot of this capability.

Figure 9: Scheduling a Report in Aurigo Masterworks

2.1.4   System Administration & Common Requirements:

Solution to be user friendly and easy to use by employees, contractors and consultants. The County requires unlimited users.

Aurigo Masterworks was built to be easy to learn and use, ensuring high adoption. If a user has ever used a Microsoft Office Program, they will be able to pick up Masterworks easily. Aurigo has also taken great pains to make the interface intuitive. Aurigo invests millions of R&D dollars into capturing the best balance between simplicity and functionality. The interface is designed to require the fewest possible navigation commands.

Exhibit 2

Response to RFP No.18-062: Project Management Software

The County uses Microsoft running on Dell computers and servers. The standard desktop operating system is Windows 10. Compatible with the latest Microsoft technologies.

Aurigo Masterworks is compatible with Windows 10 and the latest Microsoft Technologies.

The County uses ESRI ArcSDE 9.0 as the GIS Application.

Aurigo Masterworks ships out of the box with an in-built interface with ESRI GIS.

The County currently uses Infor 10 (Lawson) for its financial software.

Aurigo Masterwork will interface with Infor 10 as part of this implementation. Aurigo has not included the cost to integrate with this system as part of the provided pricing. The scope of the integration is unknown at this time and Aurigo believes that performing the integration on a Time and Materials basis rather than pricing higher with an unknown scope will save the County money.

The County is implementing an Enterprise Content Management (ECM) solution from Hyland OnBase. The solution must be able to interface with this product.

Aurigo Masterworks has been interfaced with several Enterprise Content Management solutions in the past. We will interface with OnBase as part of this implementation. Aurigo has not included the cost to integrate with this system as part of the provided pricing. The scope of the integration is unknown at this time and Aurigo believes that performing the integration on a Time and Materials basis rather than pricing higher with an unknown scope will save the County money.

Enterprise grade solution – providing virtualization, high availability, failover, database clustering and off-line support

For our SaaS offering, we use Amazon Web Services (AWS) as our cloud hosting partner and use its robust and resilient infrastructure to provide highly available and fault resistant services to our customers. We use AWS's multi-availability zone capability to host Aurigo solution on redundant infrastructure layers to ensure continuous service delivery. Each of these AWS zones are essentially different data centers, which are geographically apart, fed by different power sources and have several layers of redundant connectivity.

The system is monitored 24x7 for uptime using an industry leading monitoring solution, which also provides a verifiable report on system uptime.

We backup web/application servers daily using an automated AWS EC2 (Elastic Compute Cloud) instance backup mechanism which uses AWS Lambda. Using this, full machine backups are created daily which is called AMI (Amazon Machine Image). In the event of a disaster, we can either spin the whole machine using this AMI or just take the required EBS (Elastic Block Storage) volume (disk) snapshot which gets created along with the AMI and attach it as a volume to a new machine.

The database is backed up at multiple levels - transactional log backups (backup every 30 minutes), differential log backups (backup daily), and full backups (backup weekly) are created and stored in the AWS Object Storage 'S3' (Simple Storage Service). Standard database restore procedures are followed if needed.

Exhibit 2

2.2 Project Management

Each response to this RFP should include a communication plan for ensuring a successful implementation. Fort Bend County requires regular meetings and communication with the contractor as to the progress and direction of the project. Communication plan should include meetings with the project team, biweekly or as necessary to implement the solution on the project schedule. The contractor will be required to provide a detailed project schedule that includes tasks to be completed by the County and the contractor with appropriate time required to complete the tasks. The contractor's payment schedule will be based on the successful completion of these milestones.

Project delivery is a team effort, and Aurigo proposes to complement the County's project team by providing a breadth and depth of industry experience from our business consultants, project managers, and implementation experts. Aurigo's team will share the best practices and lessons learned from other deployments to supplement the County's team. Our combined team's strength will ensure deployment success.

Through a project governance structure, Aurigo would be able to provide effective lines of communication to all the County stakeholders, as well as clear paths for escalation of both delivery and commercial issues. These types of communication channels would be instrumental to the successful delivery of this project to the agreed deadlines.

Aurigo's project team structure will map our three-tiered governance team structure for ease of delivery and governance management. Our typical team structure for this project is detailed below:

- **Strategic Layer** – This comprises of the Aurigo Management board / steering committee that is responsible to set the strategic direction for project delivery. This team will work with the County's Steering Committee to drive the project execution. This team will be the last line of issue escalation and will be responsible to drive overall customer satisfaction.
- **Operational Layer** – This is the core team of specialists that Aurigo deploys on the project, which have the prime responsibility of understanding the client's business and IT requirements. This team will work with the County's subject matter experts to define the functional and technical requirements and ensure that the Aurigo Masterworks platform is configured per the client's requirements. The Project Manager will be the second line of escalation in case the issue does not get resolved at the Tactical Layer.
- **Tactical Layer** – This comprises of the project execution team that is responsible for the day to day delivery of the project. For any issue that may arise during the project, the Solution Delivery Lead will serve as the first level of escalation for the County.

Exhibit 2
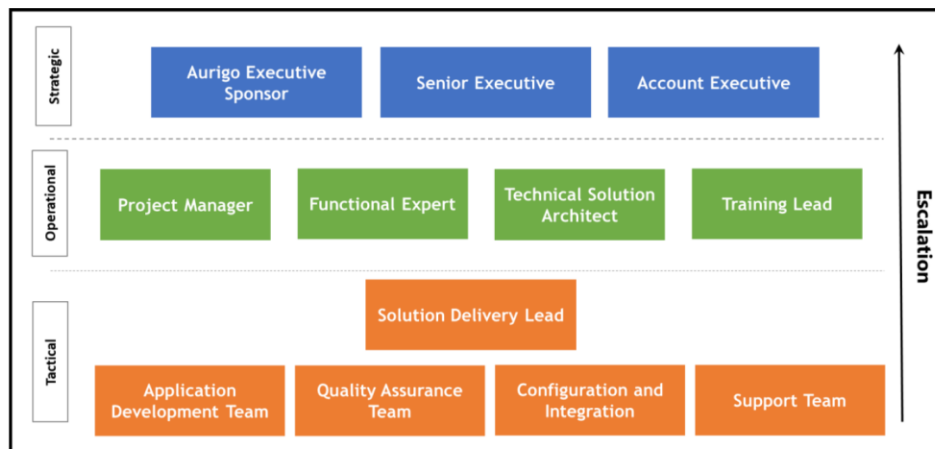
Figure 10: Governance Model

The County and Aurigo Project Managers will meet on a weekly basis to report on project status and issue and risk mitigation. Meetings on a less frequent basis would also happen between the various levels of delivery leadership and the County stakeholders to assist with the resolution of escalated project issues and reporting of project status. Ad hoc meetings may be held where there is a need to review issues/risks prior to the next scheduled Stakeholder meetings.

Aurigo recommends the County form a Project Steering Committee, incorporating key project stakeholders and chaired by the project business sponsor. The Steering Committee typically meets on a monthly basis to review project status, issues and risks and potentially consider any proposed changes to project scope. Aurigo would provide project manager representation at the steering committee meetings if and where appropriate.

Aurigo will also put in place reporting mechanisms that will provide the County project teams a real time status of the project and actions in progress. We have provided details of the tools we will put in place for status reporting:

Project Work Plan

The work plan provides a continuous view of the project progress against the effort assigned to tasks. The project work plan highlights effort under run and over run at each task level. The project plan will be prepared based on the County / Aurigo jointly standardized structure, resource balanced and base-lined with the County. The project plan will be updated and shared with the County on a weekly basis.

The timeline and progress for each task will be reviewed closely and material project schedule impacts will be examined for mitigation options and escalated as required on a weekly basis. In the event that a significant schedule impact is identified the project plan will be re-assessed and modified if required.

Project Status Report

The Status Report communicates overall project status, progress against deliverable completion, project milestones, issues needing management attention, summarizes results, issues, and upcoming plans. It focuses on highlights, exceptions, and matters requiring management attention. The project status

Exhibit 2

report is delivered on a weekly basis along with the project work plan. Aurigo will work with the County to finalize the format of the status report which may include the following sections:

- Key Accomplishments for this period
- Key Objectives for next period
- Defects Delivered to date
- Key Decisions
- Issues for Management Attention
- Risks for Management Attention
- Key Milestones
- Dependencies

Joint Integrated Meetings

To keep project management and key project stakeholders informed of the program, it is essential to establish a regular schedule for gathering and reporting team status, project status, opportunities to for updates on project direction, project issues and communicating project updates to the County. The following table describes various meeting, objectives, frequencies, and attendees.

Meeting	Objective	Frequency	Attendees
Aurigo Project Team Status	• Update project work plan with status • Update project status report • Update weekly accomplishments • Update next week tasks • Communicate issues/concerns • Communicate risks • Communicate key decisions	Once per week	Aurigo functional and technical team leads
The County / Aurigo Project Direction	• Obtain update from client on any new project decision and direction changes • Update on scope changes (CR's) • Update on resource needs • Update on milestone dates and key deliverables	Once per week	County Project Leads, Aurigo Project Leads
The County / Aurigo Project Issues	• Update project team of new issues/ • risks • Update project team on existing • issues/risks	Once per week	County Project Leads, Aurigo Project Leads

Aurigo will also produce a detailed project plan with detailed tasks and milestones for delivering this project to the County. We typically produce this plan after the completion of the Planning Phase/Process Mapping Phase (detailed as part of Section 5 – Approach and Management) after our team has a firm understanding of the actual requirements. We believe this approach ensures a **risk free** deployment as it does not set any incorrect expectations upfront as also factors for any change in scope (functionally), if warranted.

Exhibit 2

Response to RFP No.18-062: Project Management Software

2.3 Warranty and Maintenance Plans

One (1) year warranty service is required following the final system acceptance. After the one (1) year warranty service expires, the maintenance agreement should begin. The contractor shall include maintenance pricing years two (2), three (3), four (4) and five (5). The County requires the contractor to provide upgrades to ensure the most recent technology is being utilized. The cost of the upgrades should be included in the maintenance agreement.

The Aurigo Masterworks Solution Support provides support on any defects or bugs in forms, workflows, reports, security settings, library settings, dashboards, and integrations configured specifically for your organization for one year at no additional cost.

The Aurigo Masterworks Software Support Plan covers all software maintenance, updates, and hosting deliverables that provides your organization peace of mind while using Aurigo Masterworks. Aurigo offers three Support models to our clients based on their preference:

- **Aurigo Masterworks Silver Support (Part of our Proposal):** Aurigo Silver Software Support is included in the standard software subscription plan and includes the latest software updates and patches available for Aurigo products with phone/web support from 8 a.m. to 5 p.m. CST. The plan includes resolution for any issues that might arise during your normal operations. Each issue is categorized by severity and Aurigo commits to strict service level agreements (SLAs) for resolution. In addition to standard issue resolution, the customer gets access to all updates that Aurigo produces. As Aurigo makes enhancements, they are made available to the customer to ensure that they are always running the latest and greatest system. Typical customers include small to mid-size agencies that have 25 to 500 users. The services required to implement the upgrades are not included as part of this support plan.
- **Aurigo Masterworks Gold Support:** The plan is comprised of everything in the Silver Plan with priority and extended support hours from 7 a.m. to 6 p.m. CST, and a bundle of 1,000 person hours annually to make any configuration changes post production. Typical customers include large cities and smaller state agencies that have 500 to 2,000 users.
- **Aurigo Masterworks Platinum Support:** The plan comprises everything in the Silver Plan with priority and extended support hours from 6 a.m. to 7 p.m. CST, and a bundle of 2,000 person hours annually to make any configuration changes post production. 1 complimentary upgrade and data migration once every 3 years limited to 5,000-person hours. Typical customers include state agencies that have over 2,000 users.

2.4 Training

Contractor shall provide training to the County staff. The training should be provided at a County designated facility. A detailed training plan is to be provided with the response. Contractor is required to provide ten (10) hard copies and one (1) electronic version of all user manuals for the software solution.

Aurigo is proposing train-the-trainer training and administrative training for the education, certification and successful adoption of key users within the County. The training is delivered through an Instructor Led Training (ILT) process. All our training collateral is configured to match the deployed business processes that are defined in the Statement of Work and corresponding use cases. Based on the County's requirement, Aurigo will work with the County team to identify a set of power users which we will train initially and then use these power users as SME's to train the County users.

The table below provides details of the courses (indicative) that will be covered as part of the Training provided to the system uses.

Exhibit 2

Train-the-Trainer Curriculum[1]	
Session 1	
Topic #1	Aurigo Masterworks Overview
Abstract	This session will provide a basic overview of the entire system, the lifecycle of a project, and the capabilities of the Aurigo Masterworks system. This session will not be an interactive session.
Attendees	All
Duration	2 Hours
Session 2	
Topic #2	Document Management and Control
Abstract	This session will take the user through the process of managing documents in Aurigo Masterworks. Topics such as metadata search, bulk upload, document signing, etc. will be covered. Prior experience in document management, document control guidelines is preferred.
Attendees	Project Engineers, Document Controllers, Field Engineers
Duration	4 Hours
Session 3	
Topic #3	Aurigo Masterworks Library Management
Abstract	This session will describe the initial configuration of the system library, standard items, document metadata, document templates, etc. Knowledge of organization's library structure and current templates is required. This topic is for both end-users and administrative-users.
Attendees	System Administrators, Senior Project Managers
Duration	4 Hours
Session 4	
Topic #4	Fund Management
Abstract	This session will take the user through the fund management capability of the system. The outcome of the training will be to enables users to creating projects, approve projects, manage cash flows at the Program Fund level, running what-if analysis, and reporting.
Attendees	Project Planners, Finance
Duration	4 hours
Session 5	
Topic #5	Project Management
Abstract	This session will take the user through creation of projects, configuring attributes, modules, and project data. Prior experience in project management and portfolio management a must.
Attendees	Project Creation Users
Duration	2 Hours
Session 6	
Topic #6	Estimate Creation & Bidding

[1] Note: Aurigo will work with County to create a custom training plan and curriculum that will define the different sessions, the priorities for each of these sessions and the training audience for each of these tracks.

Exhibit 2

Abstract	This session will take the user through creation of estimates, configuring estimate details, and estimate items. Prior experience in preparing engineers' estimates, soliciting and tabulating contractor bid information and managing the award process is required.
Attendees	Project Engineers, Project Support Coordinators, Field Engineers
Duration	3 Hours
Session 7	
Topic #7	Project Scheduling
Abstract	This session will take the user through the process of creating project schedules using the system inbuilt scheduling tool. Prior knowledge of working with Gantt Charts will be a plus
Attendees	Project Engineers, Project Coordinators, Project Managers
Duration	2 Hour
Session 7	
Topic #8	Contract Creation & Contract Management
Abstract	This session will take the user through the process of creating and managing contracts. Prior experience in contract administration, fund management, change management, daily inspections and pay application computation is required.
Attendees	Project Engineers, Project Support Coordinators, Field Engineers
Duration	3 Hours

Aurigo will also provide administrative user training as part of our training services. The administrative training program will enable administrative-users to make any minor modifications and changes to the users, permissions, security settings, business rules, forms, dashboards and reports as they begin to adopt the system (if they choose to do it themselves). Aurigo is always available to perform this function at an additional cost, but believes in enabling mature organizations, internal IT and business teams to be able to make these modifications themselves.

The Administrative Training curriculum below is intended for administrative of the Aurigo Masterworks solution, including the following profiles:

- System Administrators
- IT Personnel
- Process Champions (Business Team Members nominated by customer)

ADMINISTRATIVE-USER TRAINING CURRICULUM[2]	
Session 1	
Topic #1	System Administration
Abstract	This session will demonstrate user & role configuration, system configuration, Permissions, Security settings and other administrative tasks. There is no programming experience required. Knowledge of user security guidelines in general and the various roles that exist in the organization is essential to perform this.
Attendees	System Administrators
Duration	4 Hours
Session 2	

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[2] Note: Aurigo will work with Customer to create a custom training plan and curriculum that will define the different sessions, the priorities for each of these sessions and the training audience for each of these tracks.

Exhibit 2

Response to RFP No.18-062: Project Management Software

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Topic #2	Forms Management
Abstract	This session demonstrates the management of forms for deployment in the system. Forms are used throughout the system for structured data, metadata, etc. There is no programming experience required; everything here is performed using drag-and-drop.
Attendees	Forms Creators, IT, etc.
Duration	4 Hours
Session 3	
Topic #3	Workflow Management
Abstract	This session will demonstrate the management of workflows for deployment in the system. This requires no programming, but prior experience in writing macros and expressions in Excel will be preferred for advanced workflow training.
Attendees	System Administrators, IT, etc.
Duration	4 Hours
Session 4	
Topic #4	Report Management*
Abstract	This session will demonstrate the management of reports in the system. All reports and dashboard widgets can be modified, deleted and created using SQL Server reporting engine. ***Prior knowledge of creating reports using MS Access, SQL Server reporting server or Crystal Reports will be essential**
Attendees	System Administrators, IT, etc.

The training material used for the training sessions and provided to the County (to deliver future training sessions) will include:

- Instructor-led training hosted remotely, PowerPoint presentation, both as hard copies and soft copies
- Participant guide with detailed content for each slide and the step list and screenshots for courses, both as hard copy and soft copy
- Instructor guide with detailed content for each slide, step list and screenshots on how to deliver the content

In addition, Aurigo will also provide the County with user guides, administrative manuals and quick start guides (hard copy as well as electronic copies) as part of this implementation.

2.5 System Testing and Acceptance

A final system acceptance test will be required after all system components are installed and operational. The County will formally accept the system after the successful completion of the system acceptance test. The County will determine whether the system meets the standards as outlined in the contractual documents.

As part of the overall Solution Testing described in Section 5 – Approach and Management below, Aurigo will conduct User Acceptance Testing to ensure that the delivered system matches specifications. The UAT Period will be used to confirm:

- All mandatory requirements are met
- System meets all technical/user specifications
- Ease of use goals are met
- Operates to County's full satisfaction
- Interface is problem-free
- Solution is fully secure
- Reporting capabilities and outputs are acceptable

Exhibit 2

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The approach begins with defining the testing goals and building a plan and ends with a fully successful test run. Aurigo's approach is to work collaboratively with the County to define the approach, the level of County involvement, and to participate in the actual testing process from beginning to end. The UAT process will be conducted with "real world" scenarios by the intended audience of business representatives (Aurigo will be in support during this process). The ultimate goal of UAT is to assess if the system can support day-to-day business and user scenarios and ensure the system is sufficient and correct for business usage.

UAT Process

Aurigo will build a UAT plan collaboratively with the County. Within that plan, the required testing tools will be defined for test preparation, execution and defect management.

The UAT tests will be written using the Use Cases, and design documents produced during the discovery phase of the project. Each UAT test will be traceable back to the original requirement, and Aurigo will ensure that there is 100% coverage of all delivered features.

The following tasks will be performed during the UAT process

1. Analyze Business Requirements
2. Identify UAT Scenarios
3. Define the UAT Test Plan
4. Create UAT Test Cases
5. Run the Tests
6. Record the Results
7. Confirm Business Objectives are met

Status reporting will occur on a daily basis through the test team leads. The test team leads will be responsible for reporting to the test managers, who in turn will be responsible for reporting progress through the agreed management structures. The detailed process to be followed, and tools to be used, will be agreed to by both the County and Aurigo and will be documented in the UAT approach document. The status report will include metrics that document the status of UAT such as number of open issues, number of issues closed this period, total number of issues discovered. Aurigo will work with the County to finalize the UAT reporting requirements.

Deploying Best Practices

In order to avoid mistakes that may impact the process, it is a good idea for testers to get involved with the project as early as possible and consider the following:

Testing Considerations	
Focus Testing on Requirements	It is important to have the testers involved with the review and test plan creation at the beginning of the project to decrease poorly written requirements which often cause project failures.
Design Systems for Testability	Aurigo Masterworks is designed with testing in mind. Aurigo will ensure that County testers emphasize the importance of error logs, and the overall requirements on them to ensure success. Having ill-prepared testers leads to a loss of confidence and delays in the testing process.
Ensure on Usability is Addressed	One of the most overlooked requirements is "usability". Test cases will promote the importance of ease of use.

Exhibit 2

Response to RFP No.18-062: Project Management Software

Input Sources for UAT

One of the most important activities performed for UAT is to identify and develop UAT test scenarios. These scenarios are derived by analyzing the documents that were previously developed during the early phases of the project. These documents include:

- Business Use Cases
- Business Process Flows
- Project Charter
- Requirements Document
- Testing Guidelines and Techniques

Documents Created by the Business Analyst

Once UAT Test Scenarios are identified, the test lead will create three deliverables:

- UAT Test Plan
- UAT Test Cases
- During and after running the tests, a Defect Log that captures issues in requirements, defects in delivered software, or system enhancement requests.

2.6 Software and Hardware Requirements

Respondent should provide detailed software and hardware requirements to implement the software. Include specifications for all hardware.

Aurigo Masterworks SaaS infrastructure has ability to grow the infrastructure in real-time without impacting service availability. General environment specification for SaaS Deployments is following:

Hardware

Application Server

Items	Requirement
Processor	2 vCPU
RAM	16 GB
Hard Disk	500 GB EBS Volume

Database Server

Items	Requirement
Processor	4 vCPU
RAM	32 GB
Hard Disk	1 TB EBS Volume

Exhibit 2

Response to RFP No.18-062: Project Management Software

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Software

Items	Requirements
Operating System	Windows Server 2012 R2 64 bit
Database	Microsoft SQL Server 2014 Enterprise
Antivirus	CB Defense or similar solution (such as McAfee)
Internet Information Service	IIS 8

Exhibit 2

Response to RFP No.18-062: Project Management Software

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Section 3 – Cost

Provide detailed pricing including pricing for options. Detailed pricing to include, but not limited to, software, work plan/implementation plan, training plan (vendor must comply with the County travel policy which is attached).

Provide separate cost for hardware, Fort Bend County will determine if County will provide required hardware or Respondent.

Include first year annual license fees, and provide pricing for years 2 through 5. Provide pricing for maintenance if different from annual license fees including any fee for implementing upgrades.

Implementation Services Fees (One Time)		
ID	Description	Total One-time Costs
1	Project Implementation	$340,00
2	Train-the-Trainer Training (25 users)	$10,000
	Total Implementation Services Cost	$350,000

Annual Software Subscription Fees (Year 1)				
ID	Description	Number of Users	Annual Fee per user	Price
1	Aurigo Masterworks Standard - Professional Annual Subscription Plan - Platform Core - PLT-MWC-S	50	$600	$30,000
2	Aurigo Masterworks Standard - Professional Annual Subscription Plan - Mobile Integration Suite PLT-MBL-S	50	$237	$11,850
3	Aurigo Masterworks Standard - Professional Annual Plan – Planning and Project Management Core - PPM-COR-S	50	$537	$26,850
4	Aurigo Masterworks Standard - Professional Annual Plan – Planning Contract Management- PPM-CM-S	50	$120	$6,000
5	Aurigo Masterworks Standard - Professional Annual Plan – Planning and Project Management - Fund Management- PPM-FND-S	50	$120	$6,000

Exhibit 2

Response to RFP No.18-062: Project Management Software

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6	Aurigo Masterworks Standard - Professional Annual Plan – Planning and Project Management Mobile- PPM-MBL-S	50	$120	$6,000
	Total Year 1 Software Subscription Fees			$86,700

Aurigo provides its software via a SaaS model only. We typically offer named user pricing with a minimum of 25 users, and have enterprise slabs for customers for 250, 500, 1,000 and 2,500 users respectively. In reading the RFP and the subsequent Addendum, we believe the best value to the County would be our Standard Professional Plan that provides the County with access to all the relevant software products and supports up to 50 users. Masterworks will allow the County to deliver electronic reports to unlimited external users.

Should the County so desire, it can always upgrade to the Masterworks Standard Enterprise Professional Plan of $126,000 annually that will allow the County access for 250 users. We don't believe that the County would benefit from this plan in the initial years and have therefore not priced it. Maintenance is included in the annual subscription and is provided at no additional cost to the County.

For 50 users priced per user		
ID	**Description**	**Price**
1	**Subscription fees - Y2**	$86,700
2	**Subscription fees - Y3**	$86,700
3	**Subscription fees - Y4**	$86,700
4	**Subscription fees - Y5**	$86,700
	System Software Licensing Cost years 2-5 subtotal	$346,800

Total 5-year Cost		
ID	**Description**	**Price**
1	**Implementation Services Cost**	$350,000
2	**Year 1 Software Fees**	$86,700
3	**Years 2-5 Software Fees**	$346,800
	System Software Licensing Cost years 2-5 Total	$783,500

The Time and Materials Rate Card for any work that needs to be performed for the non-scope items is provided below:

Exhibit 2

Response to RFP No.18-062: Project Management Software

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Role	Hourly Rate	Location
Business Analyst	**$175**	Onsite
Technology Expert	**$200**	Onsite
Project Manager	**$200**	Onsite/Offsite
Technical Architect	**$200**	Onsite/Offsite
Configuration Specialist	**$150**	Offsite
Training Lead	**$200**	Onsite/Offsite
Technical Editor	$150	Offsite

65

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Section 4 – Firm Experience

Firm Experience with Projects of Similar Size and Complexity: Such experience must be in the form of providing similar project management software solutions to governmental entities with emphasis on County governments. List the three (3) most recent projects within the last five (5) years. Provide the name and location of each client, contact name with phone number and email address, go-live date and length of time software in use.

Aurigo has provided below the reference details of three projects that have scope similar to the requirements of this RFP:

Customer Name	Pinellas County, Florida	Trinity River Authority, Texas	City of Lincoln, Nebraska
Contact Details	Pam Schuler, BTS Senior Manager Application and GIS Services pschuler@co.pinellas.fl.us (727) 453-4126	Patty Cleveland, Assistant Regional Manager ClevelandP@trinityra.org 817-493-5100	Tim Pratt, CEIS Manager tpratt@ci.lincoln.ne.us 402 441-7548
Contract Dates	Go-Live Date: **Release 1: 12th Oct 2007** **Upgrade: 25th Feb 2013** Length of Time software in use: **11 years**	Go-Live Date: **Release: 15th Jan 2017** Length of Time software in use: **1 year**	Go-Live Date: **Release 1: 17th Jan 2008** **Release 2: 28th Aug 2012** **Upgrade: 21st Nov 2013** Length of Time software in use: **10 years**
Scope of Work	Pinellas County's previous project management process was very robust but was cumbersome and lacked automation capabilities and sophisticated reporting capabilities. The main challenge they faced was the burden of manual intervention. The County initially implemented the Aurigo solution to completely automate their estimation, bid letting, contract management, and field inspection activities. Riding on the success of the Aurigo solution, Pinellas recently upgraded their systems to the latest version Aurigo Masterworks (v 9.1) through a direct sole source contract	TRA was looking for a system that can replace CIP Ace (existing CPMS) to offer them with a single system through which they can perform Capital Planning, Bid Management, Estimation, Contract Management and Field Inspections. The system integrates with their ERP software Lawson for fund management, cost management and Projectmates which is used by TRA to manage their Construction Projects.	The City implemented the Aurigo solution to completely automate their estimation, bid letting, contract management, and field inspection activities and also sought the assistance of Aurigo to port all of the data from the older system into the Aurigo Solution. The Aurigo solution replaced their existing implementation of InfoTech's Appia system, which was not delivering the required capabilities to the City.

Exhibit 2

Response to RFP No.18-062: Project Management Software

Include any material (including letters of support) indicating current capabilities and performance.

Aurigo has provided below the letter provided to us by the Oregon Bridge Delivery Partners (OBDP) stating the ROI and benefits of using Aurigo Masterworks.

Oregon Bridge Delivery Partners (OBDP), a joint venture of HDR and Fluor, was contracted to the Oregon Department of Transportation (ODOT) and its Highway Division to accelerate the completion and manage the quality of projects in the OTIA III State Bridge Delivery Program. The Benefit Cost Evaluation was conducted by an external consultant using Palisades @Risk software, which determined that Aurigo's software provided a BC ratio of 1.6, net present value of $317,000 and an internal return rate of 22%.

Exhibit 2

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oregon bridge delivery partners℠

February 7, 2011

Correspondence No. 13444

Kevin Koenig
1 Indian Hill Court,
Dix Hills, New York   11746

Subject: Aurigo Software ROI
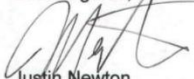
Reference:

Dear Mr. Koenig:

The Oregon Bridge Delivery Partners (OBDP) has been using the Aurigo construction management application since 2007 to automate our construction inspection process and other business process in support of the Oregon Department of Transportation's (ODOT) $2.5 billion OTIA III State Bridge Delivery Program. One of the principle goals of the program was to implement new and efficient delivery practices and systems. To validate the benefit of our systems, we contracted a professional economist to study nine automated systems over the past 6 months. I am pleased to advise you that the Aurigo application has generated a very favorable return on investment for the program and the State.

As a result, we initiated discussions on the use of Aurigo's latest release in consideration of the enhanced forms and workflow processing capabilities.

Best Regards,

Justin Newton
DPM – Administration

cc: John Craig, OBDP Program Manager

1165 Union Street NE Ste 200   Salem OR 97301   Tel 503.587.2900   Fax 503.587.2929

Exhibit 2

Account Executive – Anna Johnson, PE

Anna Johnson has over 10 years of experience delivering projects for public and private sectors. Anna served as the transportation advisor and project manager at Aurigo for the Utah Department of Transportation, successfully delivering Phase I of the Materials Management Product of Masterworks Suite. Prior to Aurigo, Anna worked with the Utah Department of Transportation as a Schedule and Analysis Engineer managing multiple project controls functions, all project schedules for the entire state, and claims and escalations. Prior to that, Anna worked for Salt Lake City designing and managing roadway construction projects for multi million-dollar infrastructure programs. Anna has an MBA from Western Governors University and a B.S in Civil Engineering from the University of Utah. Anna is a licensed professional engineer in the State of Utah.

As Account Manager, Anna will participate in all steering committees and will work collaboratively with the County team to resolve issues and ensure project success. For the County, Anna will:

- Build long term partnering relationship between the City and Aurigo
- Ensure regular and open communication between Aurigo team members and the City's team participants.
- Infuse Aurigo best practices throughout the project organization.

Anna's experience with agile is in the form of a business analyst and project manager. She is familiar with all project delivery phases, including gathering requirements, drafting business requirements documents, writing functional specifications, conducting sprints, performing user acceptance testing, conducting training, and go live. She will be based out of our headquarters in Austin, Texas.

Customer Successes at Aurigo

Utah Department of Transportation (DOT)

Utah Department of Transportation (UDOT) is replacing all its legacy programs for construction management, estimation and bidding, civil rights, and materials management. UDOT manages 6000 miles of roadways that constitute 243 state highways and 16,000 lane miles of roads representing an investment worth $25 Billion. Anna is the Project Management and Account Executive for this project and is responsible for the delivery and success of Phase I of the Materials Management project.

Exhibit 2

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Bipul Kumar, MBA, PMP - Project Manager

Bipul Kumar an accomplished Project Manager, with over 11 years of industry experience. His core experience lies in project planning, implementation consultation, client problem solving and cross-functional team management. Bipul received his MBA from Great Lakes Institute of Management, and B.Tech, in Computer Science from Cochin University. He is a certified **Project Management Professional (PMP)**.

Bipul has handled brand new initiatives and challenging assignments in multiple domains namely mobility, ERP, Digital solutions, Supply chain and CPMS. Bipul has broad understanding of various technologies (SAP, Oracle, Java/J2EE,) and has extensive experience in deployment, cross country roll-outs, application support and change management initiatives.

As Project Manager, Bipul will participate in all steering committees and will work collaboratively with the County team to resolve issues and ensure project success. He will be based out of Aurigo headquarters in Austin, Texas and travel for as necessary. For the County, Bipul will:

- Be responsible for overall implementation success
- Work with Governance team to establish final project scope, and success criteria
- Participate in project review to assess risks, and issues, and plan mitigations and resolutions with the project team.

- Build long term partnering relationship between the County and Aurigo
- Ensure regular and open communication between Aurigo team members and the County's team participants.
- Infuse Aurigo best practices throughout the project organization.

Customer Successes

Utah Department of Transportation (DOT)

Utah Department of Transportation (UDOT) is replacing their legacy programs for construction management. This includes project controls, field inspections, Document management, right of way and materials management. UDOT manages 16,000 lane miles of roads include 243 state highways representing an investment worth $25 Billion. Bipul is the Project Manager for this project and is responsible for the overall delivery and success of this project.

Port of Portland, Oregon

The Port of Portland is replacing its entire legacy system for construction planning and program management. The Port of Portland encompasses four marine terminals, five industrial parks and three airports, including PDX. The Port's industrial and business parks are home to over 300 firms, which generate in excess of 31,000 jobs. The Port's capital programs over the planning cycle run into billions of dollars. Bipul has worked as a Project Manager for the day to day interactions with the customer and successful delivery of this project.

Ministry of Transportation, Ontario

Ministry of Transportation, Ontario is in the process of deploying a web based contract management system that it plans to open to its external service providers, each playing a role in multiple stages of complex workflows. The Ministry spends in between $2 - $3 billion each year on transportation contracts and the plan is to make this complete paperless. Bipul coordinated the project, scheduled deliveries, managed detailed requirements, and worked with the solution delivery experts of Aurigo to ensure successful project delivery.

Exhibit 2

Response to RFP No.18-062: Project Management Software

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IT Solution Architect – Shashikumar Balu

Shashikumar Balu is a seasoned professional with 20+ years of experience all of it the construction software business. Shashi has been with Aurigo for the last 17 of his 20 years of experience and has held various roles, beginning in research and development. Shashi now holds the role of Solution Architect and is directly responsible for the day-to-day management of the overall solutions architecture team. Shashi holds a bachelor's degree in electronics engineering. As the Solution Technical architect, Shashi will be responsible for architecting customer-oriented solutions that deliver value to our customers.

Shashi will be based out of our headquarters in Austin, Texas and will travel to the County offices during process mapping and when required.

His responsibilities to the County will include:

- Assisting in business process mapping
- Assisting in design of technical and functional solution architecture
- Producing technical architecture documents to meet customer needs

- Assisting in configuration of forms and workflows
- Working closely with the product support team and QA team to deliver and implement Aurigo Masterworks for the County

His role includes understanding customer requirement, reviewing architecture level design to solve real-time problems, delivering Innovative solutions, design verification, code review, and process management (SCRUM/Agile). He works very closely with functional and implementation team to ensure timely delivery of the quality solution.

Customer Successes

Port of Portland

Port of Portland is replacing its entire legacy system for construction planning and program management. The Port of Portland encompasses three airports including PDX, four marine terminals. The Port's industrial and business parks are home to over 300 firms, which generate in excess of 31,000 jobs. The Port's capital programs over the planning cycle run into billions of dollars. Shashi was the Project Manager and the Solution Lead on this project and assisted with process mapping, system configuration and the success of the implementation.

Ministry of Transportation, Ontario

MTO is deploying the Aurigo Masterworks planning module to replace the Capital Improvement Delivery application that is in use today. Aurigo Masterworks will be used to create regional and provincial plans, forecast cash flow, and do what-if calculations for the Ministry. Shashi was the Solution Technical Architect on this project, and was onsite at the MTO at their offices in St. Catharine's, Ontario for the entire technical discovery and solution mapping.

Oregon Department of Transportation

Shashi led the technical design of the processes, workflows, and forms for the latest upgrade of the Construction management system for Oregon Department of Transportation. The Aurigo Solution (the previous incarnation of Aurigo Masterworks application) managed the inspection process for the $3.4 Billion 10 year bridge reconstruction project in the State of Oregon

Exhibit 2

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Jane "Star" Fisher, MS, CPLP – Senior Content Designer

Jane Fisher is an award-winning Learning and Performance Professional with over 20 years of experience at designing and developing technical and interpersonal skills learning solutions. Prior to Aurigo, Jane has provided a variety of learning solutions and job-competency programs to clients including Mars, Dell, Chevron, BP, CUNY, and Sears. Jane received her M.S. from Boise State University in Instructional and Performance Technology, B.S from Texas A&M University in Biochemistry, and holds a Certified Professional in Learning and Performance (CPLP) accreditation.

As Training Lead, Jane will work collaboratively with the Training Management Team to identify learning needs and solutions, design and develop learning solutions, and ensure project success. For the County, Jane will:

- Implement a Systematic Approach to Training
- Analyze training needs
- Establish training strategies, including training approach, curriculum design and schedules
- Document design for learning solutions
- Ensure training pilot delivery and timely response to feedback from pilot for final learning solutions

- Collaborate with County and Aurigo to develop learning solutions aligned to brand and standards
- Ensure regular and open communication between Aurigo team members, County and Training Management team
- Infuse Aurigo best practices throughout the project elements

Customer Successes

Dallas Area Rapid Transit (DART)

Dallas Area Rapid Transit (DART) is upgrading its project management systems and standardizing systems throughout departments. The enterprise project management (EPM) system includes: scalable solutions to support large construction projects, system planning, maintenance and rehabilitation, information technology and research projects. Jane is the Organizational Change Management (OCM) Lead for this project and is responsible for the supporting the successful delivery of the project. OCM actions include facilitating re-engineering of existing business processes and documenting new processes, managing communication plan, assessing user readiness, assessing training needs and providing learning solutions and strategies, and supporting initial system usage and adaptation.

Exhibit 2

Section 5 – Approach and Management

Aurigo is proposing its proprietary project delivery and management methodology – Aurigo Connected Methods - to deliver and support this project for the County. Aurigo Connected Methods (ACM) is Aurigo's full lifecycle methodology for planning, delivering, maintaining and managing Aurigo Masterworks. ACM serves as a vehicle for continuous improvement, evolving based on best practices from leading-edge implementation experience and ongoing research and development. Aurigo **will not be using** the services of a third party vendor to deliver the implementation services in scope of this RFP.
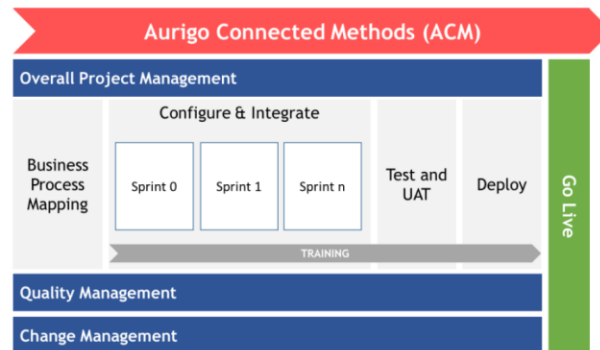
ACM equips Aurigo consultants with the tools and techniques they need to deliver comprehensive, full life-cycle solutions. ACM adopts many of the principles and best practices of the Agile philosophy, while retaining the structure and project management oversight required for success. Many of the most valuable Agile Principles are reflected in the ACM methodology, including:

- Deliver working software frequently
- Provide continuous attention to technical excellence and good design
- Value customer collaboration
- Regularly identifying risks and developing mitigation plans
- Performing integration and regression testing
- Integrating earlier

At the core of our ACM is the Aurigo Agile Delivery Framework. The Aurigo Agile Delivery Framework is:

- Based on Scrum at its core
- Designed for developing applications for our customers
- Promotes a user story driven, object-oriented and iterative style of Application Development where user stories capture functional requirements
- Implementation is achieved in time-boxed sprints where vertical slices of the solution are defined, architected, designed, built, tested and integrated
- Made to deliver working software to customers early and often

The key features or principles of Aurigo's Agile Framework include:

- **End-to-end** software development coverage
- Support for the entire application portfolio: **Custom** and **Packaged** development
- **Co-located** and **distributed** delivery
- Early and frequent **Customer feedback**
- Focus on **people** and **communication**

Exhibit 2

Response to RFP No.18-062: Project Management Software

- **Time-boxed** Iterative development
- **Lightweight** processes and deliverables
- **Envision & prepare:** for mobilization, high-level planning
- **Product Backlog:** requirements maintained as User Stories
- **Sprints:** Each sprint may produce a potentially shippable product. Two or more Sprints are combined as a Release
- **Testing:** Fixes to defects also occurs during Sprints
- **Demos:** to demonstrate the completed features at the end of each Sprint

The Aurigo Agile Framework embraces Scrum, an iterative incremental process at its core. The framework structures software development in cycles of work called sprints, iterations of work which are typically 2-4 weeks in length and take place one after the other without pause. The sprints are time-boxed – they end on a specific date and are never extended. The exhibit below depicts the sprint cycle as it related to project delivery.
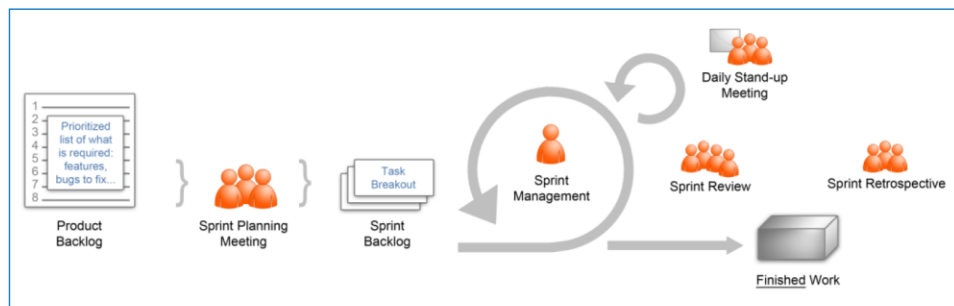
Aurigo strictly follows ACM when delivering projects to its customers, leading to minimum risk and maximum success in the solution deployment cycle. ACM defines a proven, consistent, repeatable industry-leading process for delivering successful software solution implementations. It has been used repeatedly and improved over the last decade to deliver world class deployments for public agencies across the globe.

Aurigo has modified its pure agile methodologies to support the fixed price RFP procurement model for large project and portfolio management Systems. It is called it the "Hybrid-Agile" model. This hybrid agile model incorporates some aspects of the waterfall model into Aurigo's agile approach while retaining the benefits of an iterative agile delivery method. This approach brings significantly more discipline into the requirements management phase by extending the discovery cycle of a pure agile approach to allow for a significant percentage of the solution requirements to be discovered upfront (approximately 70% of the total scope of a phase or production release). This reduces requirements churn and risk for the County, as more knowledge about the final solution is known upfront, reducing the need for extensive change management in the program. The Aurigo team can further explain this model in detail if invited for the oral demonstration. We believe the hybrid agile model is a key parameter for delivery success for the County.

ACM defines the following phases for a successful deployment. If an overall deployment of capability is divided into multiple Sections with separate releases to production, then phases 2 through 7 are repeated independently for each release.

Exhibit 2

Response to RFP No.18-062: Project Management Software

Aurigo Connected Methods		
Phase 1	Project Planning	Develop mission statement, overall project plan, governance documents, etc.
Phase 2	Business Process Mapping (BPM) and Business Requirement Elaboration (BRE)	Further discovery of the County's needs, process reengineering and creation of statement of deliverables
Phase 3	Solution Configuration	Configure the required software using agile methodologies
Phase 4	Solution Testing	The solution testing phase incorporates a set of testing that will include the following: ▪ User Acceptance Testing
Phase 5	Training	Train the Trainers to train County end users
Phase 6	End User Deployment	Roll out of application to end users
Phase 7	Go Live	Full deployment at the County site

Each of the above-mentioned phase is detailed below:

Project Planning

The Planning phase follows Project Management Institute (PMI) standards to develop the Project Management Plans necessary for a successful project. During the Project Planning phase, Aurigo will work with the designated members of the County to plan the overall approach to the project. This phase also develops the governance approach for the project, including the Project Management Plans and related documents such the Project Schedule, Communication, Quality, Risk, Stakeholder plans, etc. that will be used to guide the team throughout the project. This phase of the project is part of our hybrid agile approach defined above, where we use PMI standards to manage the overall project while leveraging the benefits of Agile during the Solution Configuration Phase. All processes to be used throughout the project are defined at this time. Typically, this phase lasts approximately 30-40 days after the Notice to Proceed is issued.

Deliverables

- Project Management Plan and all sub-plans
- Requirements Traceability Matrix
- Project Site for collaboration
- Initial Project Plan (Schedule) that will govern overall activities of the project

Exhibit 2

Response to RFP No.18-062: Project Management Software

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Roles and Responsibilities – Project Planning		Aurigo	County
1	Create and Deliver a baseline Schedule using Microsoft Project.	✔	
2	Collaborate on, review, and approve the Baseline Schedule.		✔
3	Create and Deliver a baseline Schedule using Microsoft Project.	✔	
4	Collaborate on, review, and approve the Project Management Plan.		✔
5	Create the agenda for the Kickoff meeting.	✔	
6	Provide space to facilitate the kickoff meeting at no cost to Aurigo.		✔
7	Send the meeting invitations to all project team members and ensure that all required members attend the kickoff.		✔

Business Process Mapping

During the business process mapping phase, Aurigo will work with designated members of the County (also referred to as Subject Matter Experts) to further refine the needs and requirements specified in the RFP. The County and Aurigo may jointly decide to modify and re-engineer some of the existing processes followed at the County, based on better functionality and ease-of-use features available in Aurigo Masterworks solution and/or the industry best practices proposed by Aurigo consultants. As mentioned in the previous section, this phase of the project is part of the hybrid agile approach that Aurigo utilizes to deliver projects to its customers. In a pure agile environment there would be no independent BPM phase. To ensure that the requirements are well understood, and to reduce risk to the project, Aurigo will elaborate a set of the requirements before the configuration process commences.

Deliverables

- Updated Requirements Traceability Matrix with elaborated information
- Functional Specification Documents that further detail configuration required to meet business requirements
- A finalized Project Plan (Schedule) for review and signoff
- Itemized list of any new business requirements (out of scope items) requested by subject matter experts during the Business Process Mapping phase.

Roles and Responsibilities – Business Process Mapping		Aurigo	County
1	Schedule meetings, invite appropriate subject matter experts (SMEs) and ensure attendance.		✔
2	Conduct elaboration sessions with the County SME's to gather detailed information for use in creating the specifications, updating user stories, and requirements traceability matrix.	✔	
3	Update Requirements Traceability Matrix.	✔	
4	Create and maintain a Risk Register.	✔	
5	Generate meeting minutes of elaboration session.	✔	✔
6	Create and Maintain Issue Log.		✔
7	Create and maintain Action Item List.	✔	
8	Create and maintain Decision Register.	✔	✔
9	Provide space to facilitate the Discovery Sessions at no cost to Aurigo.		✔

Exhibit 2

Response to RFP No.18-062: Project Management Software

Solution Configuration

The Solution Configuration phase is intended for Aurigo to configure and deploy the features specified in the final set of requirements approved during the Business Process Mapping phase. During this phase, Aurigo will configure the software to meet the needs and processes documented in specifications and user stories.

Aurigo delivers its solutions iteratively throughout this phase. Our normal iteration cadence is two weeks. At the beginning of each iteration, Aurigo will identify the requirements that will be delivered, configure the solution, and deliver an updated software environment for the County to access. The intent of the iteration is not to do final system acceptance or testing. Rather, the goal is an opportunity for the County to provide feedback on the features, identify any gaps in the delivered capabilities in relationship business requirements as documented during the BPM phase. The outcome of each iteration is a set of changes and or tweaks to the delivered capabilities. If any changes are warranted, they will be delivered during future iterations. If new scope is identified during an iteration it will be discussed with the County and reviewed through a change control process, agreed to by both Aurigo and the County.

Aurigo will continue to do Sprint iterations through the Solution Configuration phase until all requirements (Product Backlog Items) are delivered to the County.

Deliverables

- The developed and tested configured software
- Integration components to deliver on the integration and data migration plan
- System instruction that can be executed during Sprint Review iterations

Roles and Responsibilities – Configuration		Aurigo	County
1	Update requirements traceability matrix to show the traceability between requirements and design artifacts.	✔	
2	Develop, document, and maintain Functional Specification Documents.	✔	
3	Lead walkthroughs of the Functional Specifications.	✔	
4	Provide space to facilitate the Discovery Sessions at no cost to Aurigo.		✔
5	Review and document changes to Functional Specifications as applicable within 5 days of the Functional specification walk through.		✔
6	Propose schedule for configuration.	✔	
7	Deliver iterations as per schedule.	✔	
8	Set up review meetings, determine required participants, and ensure that all required attendees are present for review.		✔
9	Review and document iteration feedback using the Task Log within 5 business days of the Sprint review meeting.		✔
10	Generate and deliver test scripts.	✔	
11	Sign off on Sprint Deliverables.		✔

Solution Testing

As part of the Solution Testing phase, Aurigo would typically perform UAT to assess the delivered solution before moving into production.

Exhibit 2

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In this sub phase, the County will review all solution deliverables submitted by Aurigo. The testing should provide end-to-end business scenario testing from an end user perspective. The goal of UAT is not to find any user oriented issues, and to verify that the business processes defined during the BPM phase of the project correctly deliver to the end user requirements. Any deviations from the defined requirements found at this stage will trigger the change control process

Deliverables

A UAT test result report that will highlight that the test scenarios were all run to completion, and the results of each test case.

	Roles and Responsibilities – Testing	Aurigo	County
1	Participate in the planning and provide orchestration and support of the Testing activities.	✓	
2	Create User Acceptance Testing ("UAT") cases, provide signoff at the event for each test case.		✓
3	Provide a facility for User Acceptance Testing.		✓
4	Lead User Acceptance Testing event.		✓
5	Support User Acceptance Testing.	✓	
6	Document feedback during UAT.		✓
7	Resolve defects discovered during any testing.	✓	

Training

Aurigo understands that training is not just about imparting how-to instructions in a class room type setting with a user manual, but it is also about helping customers manage the change from an existing process to a fully automated newer environment. Aurigo has extensive experience in delivering training and training collateral to complex organizations and their external stakeholders.

As part of the overall ACM approach, Aurigo recommends that each in-person end user training course lasts for 3 days, with a maximum class size of 25 users to allow for optimal responses to trainee questions. Aurigo also recognizes that the training needs are different for every organization, and therefore as part of the planning phase of the project we create a training approach document, which will further refine the training needs for the County.

Deliverables

- Completed and validated curriculum (covering topics, duration, and mode of delivery)
- Validated training strategy
- Identified key stakeholders and agreed sign off mechanism

	Roles and Responsibilities – Training	Aurigo	County
1	Coordinate with the County Training Coordinator for the use of County facilities and specific equipment needed.	✓	
2	Provide facilities, classrooms, computers, tablets, and network connectivity for Instructor-led training.		✓

Exhibit 2

Response to RFP No.18-062: Project Management Software

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3	Create training course materials including: • Training course documents • Microsoft PowerPoint slides	✓	
4	Create and send out the meeting invite and ensure that the required attendees are present.		✓
5	Attend Instructor-led training.		✓
6	Lead training curriculum.	✓	

End User Deployment and Go-Live

Go live typically has no direct activities. It is a milestone that denotes acceptance of the deployed solution, entry into the warranty period, and production use of Aurigo Masterworks solution at the County.

Roles and Responsibilities – Deployment and Go Live			
		Aurigo	County
1	Finalize the production environment for application rollout to the users and other application stakeholders.	✓	
2	Enable users and other application stakeholders to use or support the new application.	✓	
3	Conduct additional end user training as necessary to ensure user adoption.		✓

Exhibit 2

Response to RFP No.18-062: Project Management Software

Section 6 – Required Forms

- *Proof of Insurance*
- *Completed Respondent forms*
- *Completed W9 form*
- *Completed debt form*
- *Provide Software License Agreement*

80

Exhibit 2

AURIGO MASTERWORKS ENTERPRISE
SOFTWARE SUBSCRIPTION SERVICE AGREEMENT

These Terms of Service are an agreement between Aurigo Software Technologies Inc. and <Insert Customer Name Here> (the "Customer"). This Agreement consists of the terms and conditions, the SLAs applicable to the Service, and the pricing and payment terms related to the Service. The Service also may contain other posted notices or codes of conduct, which are incorporated by reference into this Agreement.

Please read this Agreement carefully. THIS AGREEMENT MUST BE SIGNED BY BOTH PARTIES PRIOR TO USING ANY OF THE SERVICE. CUSTOMER AGREES TO BE BOUND BY THIS AGREEMENT, INCLUDING ANY WRITTEN AND MUTUALLY AGREED MODIFICATIONS MADE TO IT FROM TIME TO TIME. IF CUSTOMER DOES NOT AGREE TO THE TERMS AND CONDITIONS IN THIS AGREEMENT, IT MAY NOT SUBSCRIBE TO OR USE THE SERVICE.

1. DEFINITIONS

"Add-on Service" means additional functionality or services that may be ordered by Users of the Service for an additional subscription fee or charge.

"Affiliate" means any legal entity that a party owns, that owns a party, or that is under its common ownership. "Ownership" means, for purposes of this definition, control of more than a 50% interest in an entity. If Customer is an agency of a state, provincial, or local government, "Affiliate" means:
1. any government agency, department, office, instrumentality, division, unit or other entity, of Customer's state, provincial or local government that is supervised by, or is part of, Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer;
2 . any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state or province and located within Customer's state's or province's jurisdiction and geographic boundaries; and
3. any other entity in Customer's state or province expressly authorized by the laws of Customer's state or province to purchase under state or provincial contracts; provided that a state or province and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government or its Affiliates. Notwithstanding the forgoing, provincial Crown corporations are not Affiliates for the purposes of this definition. If Customer is an agency of the U.S. government, "Affiliate" means any other agency of the U.S. government. If Customer is an agency of the Canadian government, "Affiliate" means any other agency of the Canadian government, except for a federal Crown corporation.

"CPGL" means Core Product Go Live. It is the date that the base functionality of the Masterworks Commercially Off the Shelf platform and the licensed module(s) are / is made available to Customer. This is different from Solution Go-live date, when the entire solution will be hosted in a production environment.

"Client Software" means any software provided to Customer related to the Service.

"Content" means all data, including all text, sound, or image files and software that are provided to Aurigo by, or on behalf of, Customer, its Users and associated account Users through their use of

1

Exhibit 2

the Service.

"Customer" means the entity that has entered into this Agreement. If an individual enters this Agreement on behalf of a company or other legal entity, such individual represents that he or she has the authority to bind such entity to this Agreement.

"Go-Live" means the date entire configured Service is hosted and available in Aurigo's production environment for user access.

"Intellectual Property" means any intellectual or industrial property rights protected or protectable under the laws of United States of America` and includes Moral Rights, trade secrets, patent rights, rights in inventions, trade-marks, trade names and service marks, as well as applications for, and registrations, extensions, renewals and re-issuances of, the foregoing, in whatever form such rights may exist and whether registered or unregistered.

"License" means the rights granted by Aurigo to Customer to copy, install, use, access, display, run and/or otherwise interact with the Service and/or Client Software for, as applicable, for Customer's internal business purposes.

"Aurigo" means Aurigo Software Technologies Inc. or its Affiliates.

"Work Order" also referred to as "Order" means an order for Services.

"Service" means Aurigo Masterworks Online services (including pre-release services and Add-on Services) and software, including any updates, upgrades, support, and content (e.g., audio and visual information, documents) contained or made available to Customer by Aurigo in the course of using the Service. Aurigo may change the Service at any time and for any reason without notice.

"SLAs" means service level agreements representing commitments Aurigo makes with regard to the Services.

"Subscription" means the part of the Order identifying the specific Services being ordered and may include the User quantity, ship-to address, or other information.

"Term" means the duration of a Subscription.

"Users" means individuals within Customer's organization who have the right to use the Services, as dictated by the number of User Licenses purchased by Customer.

"User licenses" refers to the named user license subscriptions that Customer has purchased under its Subscription for Services.

"Work Product" means any item (tangible and intangible) which is created or produced as a result of the performance of any Professional Services by Aurigo. For the sake of clarity Work product does not include any items that are considered to be derivative work of intellectual property, owned by Aurigo, including configuration of existing code. For derivative work of intellectual property owned by Aurigo. Customer will retain licensing rights to use derivative work within the terms of this SSA.

"Software" means the computer programs described in Schedule 1 (Description of Software Subscription Services) and if applicable, any other computer programs to be provided by Aurigo pursuant to the Agreement, and includes any updates, modifications, releases or enhancements to such computer programs provided by Aurigo

2

Exhibit 2

"Specifications" means the specifications and features of the Software Subscription Services described in Schedule 1 (Description of Software Subscription Services).

2. LICENSE GRANT – WHAT CUSTOMER IS LICENSED TO USE

2.1 General. Aurigo grants Customer a License to the Services ordered by Customer, subject to Customer's obligation to pay and any rights and limitations described in this Agreement. This License is non-exclusive, non-perpetual, and is not transferable. The ability to use Services may be affected by minimum system requirements or other factors. Aurigo reserves all rights not expressly granted.

2.2 Ownership. Each party shall retain ownership of its Intellectual Property and Derivative Work produced on its own Intellectual Property. All Work Product provided to the Customer under this Agreement that is not based on the Intellectual Property of Aurigo (including its Derivative Work) is assigned to the Customer upon acceptance of each Deliverable by the Customer.

2.3 Client Software. Customer may need to install Client Software wherever applicable (mobile client software for iOS and Android are available subject to users being licensed to access the Aurigo Masterworks online service) to access and use the Service. Customer may make copies of the Client Software solely to support the Service for its Users. Copies must be true and complete copies (including copyright and trademark notices) and be made from an Aurigo approved media or a network source. Customer agrees to use reasonable efforts to make its employees, agents and other individuals that it allows to use the Client Software aware that it is licensed from Aurigo and subject to the terms of this Agreement. Additional rights and restrictions for the Client Software may accompany the provision of such Client Software, and Customer agrees to abide by all such additional rights and restrictions.

2.4 Authorized Users. Only those individuals who Customer designates as authorized Users may use and access the Service. Only Users who have administrator privileges may add additional authorized Users to the Service up to and including the total number of User Licenses purchased during the Subscription period. User Licenses cannot be shared or used by more than one individual authorized User and cannot be reassigned to a new User to replace a current authorized User who has terminated employment or otherwise changed job status or function and no longer uses the Service. However, a User who has administrator privileges may delete an authorized User from the Service and add a new authorized User to the Service to replace the former authorized User.

2.5 External Users. Customer does not need to purchase additional Users accounts for external users who access the benefits of Service (such as reports) without using any of the software. "External users" means users that are not Customer, or its employees, Affiliates, contractors or agents.

2.6 Limitations on use. Customer shall not reverse engineer, decompile or disassemble the Service or Client Software, except where applicable law permits it despite this limitation. Customer shall not rent, lease, lend, resell, or host to or for third parties any Service or Client Software.

3

Exhibit 2

3. ORDERING, PRICING, PAYMENTS, RENEWALS AND TAXES

3.1 Ordering. Customer shall place an Order for each Subscription for a Service with a new or reused Purchase Order, which must be issued for all changes to Subscriptions. If Customer desires to use the Service for more than the total number of User Licenses available through the Service level it subscribed to, it must subscribe to the appropriate Service level prior to commencing any such use. If Customer desires to reduce the total number of Users, it may do so. Any Services added to a Subscription will expire at the end of the Term. Each Subscription shall be from the date of Subscription to December 31st of that year and prorated accordingly. Customer may place Orders for its Affiliates under this Agreement and grant its Affiliates administrative rights to manage the Services. Affiliates may not place Orders under this Agreement. To the extent Customer grants any rights to Affiliates, such Affiliates shall be bound by the terms and conditions of this Agreement. Customer agrees that it is jointly and severally liable for any Services purchased for or other actions taken by any of its Affiliates or any third party to which it provides rights under this Agreement.

3.2 Subscription Fees. "Subscription Fee" means the annual fee Customer is required to pay for the Subscription to the Service and Client Software. Customer is required to pay the Subscription Fee in advance. Payments are due and must be paid in accordance with the Order. Price level changes are not retroactive. Prices for each price level are fixed at the time the Subscription is first placed and apply throughout the Term. Subscription Fees are subject to change at the end of five (5) years from the date of the original order.

3.3 Renewal. The term of one this Agreement is for 5 years.

3.4 New agreement. Prior to placing new Orders, renewing any Subscriptions, or further use of the Services after the end of five (5) years, and upon notice, Aurigo may require that Customer enter into an updated agreement to govern Orders, renewal Subscriptions, or usage from that date forward.

3.5 Taxes and other Incidental Charges. The prices and rate plans do not include any taxes, phone and Internet access charges, mobile text messaging, wireless service and other data transmissions, unless stated otherwise. Customer is responsible for all such incidental charges and any taxes and it is legally obligated to pay including, but not limited to, paying Aurigo any applicable value added, sales or use taxes or like taxes that are permitted to be collected from Customer by Aurigo under applicable law. If any taxes are required by law to be withheld on payments made by Customer to Aurigo, Customer may deduct such taxes from the amount owed Aurigo and pay them to the appropriate taxing authority; provided, however, that Customer shall promptly secure and deliver to Aurigo an official receipt for any such taxes withheld or other documents necessary to enable Aurigo to claim a Foreign Tax Credit. Customer will make certain that any taxes withheld are minimized to the extent possible under applicable law.

3.6 Refunds. All charges are non-refundable unless expressly stated otherwise, or otherwise provided by law.

3.7 Late Payments. Payments to Aurigo are due 30 days from receiving a correct invoice.

4

Exhibit 2

Aurigo may suspend or cancel the Service if Customer does not pay in full and on time.

4. TERM AND TERMINATION

4.1 Termination by Aurigo. Aurigo may cancel or suspend Customer's use of the Service or a portion thereof at any time if Customer violates the terms of this Agreement, if Aurigo believes that Customer's use of the Service represents a direct or indirect threat to its network function or integrity or anyone else's use of the Service, or if Aurigo is otherwise required by law to do so. Upon notification by Aurigo of any such cancellation or suspension, Customer's right to use the Service will stop immediately. Cancellation or suspension of the Service for Customer's violation of the terms of this Agreement will not change Customer's obligation to pay any Subscription fees due for the applicable Term. Aurigo may also cancel or suspend Customer's use of the Service for convenience at any time during the Term. Cancellation or suspension for convenience will only be effective upon a 3-month notification by Aurigo.

4.2 Termination by Customer. Customer may cancel or suspend Customer's use of the Service or a portion thereof at any time if Aurigo violates the terms of this Agreement, Customer may terminate a Subscription or reduce the number of User Licenses at any time during its Term. A termination will be effective at the end of the annual Subscription cycle during which customer terminates the Subscription. Customer must pay for the period prior to the termination effective date.

If customer terminates a three-year Subscription within 6 months of the date on which the Subscription became effective or was renewed, customer must pay for the initial 12 months of the Subscription. No payments will be due for the remainder of the Subscription. If customer terminates a Subscription or reduces the number of User Licenses at any other time during the Term, Customer must pay 100% of the Subscription fee otherwise due for the remainder of the year.

If Customers cancel the Services in order to migrate to Aurigo's on-premise or partner-hosted offerings, the cancellation fee will be waived; Notwithstanding any amounts due as a consequence of provisioning the Services prior to a migration, no cancellation fee will be owed to Aurigo if Customer migrates to another Aurigo-operated online services platform.

4.3 Effect of termination. Upon termination or cancellation of the Service by either party for any reason, Aurigo may delete Customer's Content permanently from its servers. Notwithstanding the foregoing, Aurigo will keep Customer's Content for a period of 90 days before it is deleted from Aurigo's servers. Customer is solely responsible for taking the necessary steps to back up its Content and ensure that it maintains its primary means of business.

4.4 Waiver of rights and obligations. To the extent necessary to implement the termination of this Agreement, each party waives any right and obligation under any applicable law or regulation to request or obtain intervention of the courts to terminate this Agreement.

4.5 No liability for deletion of Content. Customer acknowledges that, other than as expressly described in these terms, Aurigo will have no obligation to continue to hold, export or return Customer's Content. Customer acknowledges that Aurigo will have no liability whatsoever for deletion of Content pursuant to these terms.

5

Exhibit 2

5. PRIVACY

5.1 Use of Customer Data. Customer data will be used only to provide Customer the Service. This may include troubleshooting aimed at preventing, detecting and repairing problems affecting the operation of the Service and the improvement of features that involve the detection of, and protection against, emerging and evolving threats to the user (such as malware or spam).

Aurigo will not disclose customer data to a third party (including law enforcement, other government entity, or civil litigant; excluding our subcontractors) except as Customer directs or unless required by law. Should a third party contact Aurigo with a demand for customer data, Aurigo will attempt to redirect the third party to request it directly from Customer. As part of that, Aurigo may provide Customer's basic contact information. to the third party. If compelled to disclose customer data to a third party, Aurigo will use commercially reasonable efforts to notify Customer in advance of a disclosure unless legally prohibited. Customer is responsible for responding to requests by a third party regarding Customer's use of the Service, such as a request to take down content under the Digital Millennium Copyright Act.

6. USE RIGHTS AND LIMITATIONS

6.1 SLAs. Aurigo will comply with the then-current SLA in place relating to the Services, as set forth here

6.2 Customer's Use. In using the Service

Customer agrees to:

- comply with all laws;
- comply with any codes of conduct or other notices provided by Aurigo;
- keep its password secret, and
- promptly notify Aurigo if it learns of a security breach or unauthorized access related to the Service.

Customer agrees to not:

- use the Service in any way that harms Aurigo or its Affiliates, resellers, distributors and/or vendors (collectively, the "Aurigo parties"), or any customer of a Aurigo party or the Service or other Users;
- engage in, facilitate, or further unlawful conduct;
- damage, disable, overburden or impair the Service (or the networks connected to the Service) or interfere with anyone's use and enjoyment of the Service; resell or redistribute the Service, or any part of the Service, unless Customer has a contract with Aurigo that permits it to do so;
- use any portion of the Service as a destination linked from any unsolicited bulk messages or unsolicited commercial messages ("spam");
- use any unauthorized automated process or service to access and/or use the Service (such as a BOT, a spider, periodic caching of information stored by Aurigo or "meta- searching"), however, periodic automated access to the Service for report creation or

6

Exhibit 2

scheduling is permitted;

- use any unauthorized means to modify or reroute, or attempt to modify or reroute, the Service or work around any of the technical limitations in the Service;
- modify, create derivative works from, reverse engineer, decompile or disassemble or otherwise attempt to discover any trade secret contained in the Service or in any technology, or system used by Aurigo in connection with providing the Service, except and only to the extent that applicable law expressly permits Customer to do so despite this limitation;
- create Internet "links" to the Service or "frame" or "mirror" any content of the Service to give the impression that Customer is offering all of the functionality of the Service as its service located on its own servers;
- build a product or service using similar ideas, features, functions or graphics of the Service;
- copy any ideas, features, functions or graphics of the Service.

6.3 Use of Other Aurigo Services. Customer may need to use certain Aurigo websites or services to access and use the Services. If so, the terms of use associated with those websites or services, as applicable, apply to Customer's use of them.

6.4 Third Party Services. Aurigo may make services from third parties available to Customer through the Service. These third party services are the responsibility of the third party, not Aurigo. The third party service providers may require Customer to accept additional terms and conditions and/or pay a fee in order to use their services. Those additional terms and conditions are between Customer and the third party. Any third party's use of information Customer provides as part of using their service is subject to the privacy statements and practices of that third party and/or their suppliers. Aurigo encourages Customer to review the privacy statement of these third party providers. Aurigo is not responsible for the privacy statements or privacy practices of these third party providers or their suppliers.

6.5 Third Party Software. Customer is solely responsible for any third party software installed in or used with the Services. Aurigo is not a party to and is not bound by any terms governing Customer's use of the third party software, Customer acknowledges that it will direct and control the installation in and use of such software with the Service.

Aurigo will not run or make any copies of third party software licensed by the Customer except to support Customer's use of the Service. Customer may not install or use the third party software in any way that would subject Aurigo's intellectual property or technology to obligations beyond those included in the Agreement. Aurigo does not, and will not have any obligation to, provide technical or other support for any third party software. Aurigo does not make any representation or guaranty **that any third party software will** operate successfully with the Service or continue performing after an update, upgrade, services patch, support fix or platform migration has been made to the Service.

7. CUSTOMER CONTENT

7.1 Content. Customer, its Users and associated account Users may be able to post or store Content to third party or Aurigo websites made available through the Service. Customer may be able to post or provide materials (including feedback) that are part of the Service in a publicly accessible area that allows Customer to communicate with

7

Exhibit 2

others. If so, the terms of use associated with those websites where public access is made available for Customer to share Content, as applicable, apply to Customer's use of them. Customer acknowledges that certain technical processing for posting Content may be required to store and retrieve the Content, conform to connecting networks' technical requirements, or conform to the limitations of the Service.

7.2 Links to third-party Web sites. The Service may contain links to third-party websites. These third-party websites are not under Aurigo's control. If Aurigo has included these links in the Service, it provides them as a convenience only. The inclusion of these links is not an endorsement by Aurigo of any third-party website, service or product. Aurigo reserves the right to disable links to any third-party website that Customer posts on the Service.

7.3 Aurigo will not own any Content. Aurigo performs regular backups of Content for the purpose of recovery in the event of a failure in Aurigo's data centers. However, notwithstanding the foregoing, Customer is solely responsible for maintaining and backing up any Content that it uses with the Service. Customer, not Aurigo, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use such Content. Aurigo shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Content that Customer uses with the Service.

8. PRE-RELEASE SERVICE

If the version of the Service that is Licensed to Customer is a pre-release or early access version, including its user interface, features and documentation ("Beta Version"), then it may not work the way a final version of the feature or Service will. Aurigo reserves the right to not release a commercial version of, or to change, any Beta Version of the Service at any time without notice to Customer. Any such Beta Version is confidential and proprietary to Aurigo and its suppliers. For five years after Customer subscribes to the Beta Version of the Service or the subsequent commercial version of the Service, whichever is first, Customer agrees not to disclose any Beta Version to third parties or to use any Beta Version other than for its internal purposes in connection with Customer's use of the Service. Customer's duty to protect the confidentiality of any Beta Version survives this Agreement.

Pre-release services are provided "as-is," "with all faults" and "as available." Customer bears the risk of using pre-release services. To the maximum extent permitted by law, the Aurigo parties give no express warranties, guarantees or conditions. You may have additional rights under your local laws that this Agreement cannot change. To the extent permitted by law, we exclude any implied warranties or conditions including those of merchantability, fitness for a particular purpose, workmanlike effort, non-infringement and satisfactory quality.

9. CONFIDENTIALITY

Aurigo and Customer shall treat the terms and conditions of this Agreement to the extent permitted by law as confidential and shall not disclose them to any third party except in the furtherance of the parties' business relationship with each other. For government Customers, this Section is subject to the requirements of applicable trade secret, public records, or similar laws.

10. . WARRANTIES

8

Exhibit 2

10.1 Limited warranty. Aurigo warrants that the Services and Client Software will conform as per specification and will be subject to the following limitations:

- this limited warranty applies only during the Term, including any renewals ("Warranty Period");

- any implied warranties, guarantees or conditions not able to be disclaimed as a matter of law will last only during the Warranty Period;

- this limited warranty does not cover problems caused by accident, abuse or use of the Services in a manner inconsistent with this Agreement, or resulting from events beyond Aurigo's reasonable control;

- this limited warranty does not apply to problems caused by the failure to meet minimum system requirements; and

- this limited warranty does not apply to downtime or other interruption in access to the Services, or any other performance metrics that are addressed in an applicable SLA.

Remedies for breach of limited warranty. If Customer notifies Aurigo within the Warranty Period that a Service does not meet the limited warranty, then Aurigo will either (1) return the amount paid for the Service during the Term. If the customer requests termination of the contract, or (2) update such Service to make it conform. These are Customer's only remedies for breach of the limited warranty, unless other remedies are required to be provided under applicable law.

9

Exhibit 2

10.2 DISCLAIMER OF OTHER WARRANTIES. OTHER THAN THIS LIMITED WARRANTY, AURIGO PROVIDES NO OTHER EXPRESS OR IMPLIED WARRANTIES. AURIGO DISCLAIMS ANY IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE OR NON-INFRINGEMENT. THESE DISCLAIMERS WILL APPLY UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW.

11. DEFENSE OF INFRINGEMENT AND MISAPPROPRIATION CLAIMS

11.1 Agreement to protect. Aurigo will defend Customer against any claims made by an unaffiliated third party that any Service or Client Software infringes that party's patent, copyright or trademark or makes intentional unlawful use of its trade secret or undisclosed information. Aurigo will also pay the amount of any resulting adverse final judgment (or settlement to which Aurigo consents). This Section provides Customer's exclusive remedy for these claims.

11.2 What Customer must do: Customer must notify Aurigo promptly in writing of the claim and give Aurigo control over its defense or settlement, while participating with Customer. Aurigo will work collaboratively with Customer's designated representative to process the claim. Customer designated representative must provide Aurigo with reasonable assistance in defending the claim. Aurigo will reimburse Customer for reasonable out of pocket expenses that it incurs in providing that assistance.

11.3 Limitations on defense obligation. Aurigo's obligations will not apply to the extent that the claim or award is based on:

- Customer's use of the Service or Client Software after Aurigo notifies it to discontinue its use due to a third party claim;

- Customer's combination of the Service or any related Client Software with a non-Aurigo product, data or business process;

- damages attributable to the value of the use of a non-Aurigo product, data or business process;

- Customer's use of Aurigo's trademark(s) without express written consent to do so; or

- any trade secret or undisclosed information claim, where Customer acquires the trade secret or undisclosed information (1) through improper means; (2) under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (3) from a person (other than Aurigo) who owed to the party asserting the claim a duty to maintain the secrecy or limit the use of the trade secret or undisclosed information.

- Customer will reimburse Aurigo for any costs or damages that result from any of the above actions.

10

Exhibit 2

11.4 Specific rights and remedies in case of infringement.

- **Aurigo's rights in addressing possible infringement.** If Aurigo receives information concerning an infringement claim related to a Service or Client Software, Aurigo may, at its expense and without obligation to do so: (1) procure for Customer the right to continue to use the allegedly infringing Service and/or Client Software, (2) modify the Service and/or Client Software, or (3) replace the Service and/or Client Software with a functional equivalent, to make it non-infringing, in which case Customer will immediately stop using the allegedly infringing Service and/or Client Software after receiving notice from Aurigo.

- **Customer's specific remedy in case of injunction.** If, as a result of an infringement claim, Customer's use of a Service or Client Software is enjoined by a court of competent jurisdiction, Aurigo will, at its option, either: (1) procure the right to continue its use; (2) replace it with a functional equivalent; (3) modify it to make it non-infringing; or (4) terminate the License for the infringing Service and/or related Client Software and refund any amounts paid in advance by Customer for unused Services.

12. LIMITATION OF LIABILITY

12.1 Limitation on liability. Except as otherwise provided in this Section, to the extent permitted by applicable law, the liability of Aurigo and of Aurigo's contractors to Customer arising under this Agreement is limited to direct damages up to the amount Customer paid Aurigo for the Service and/or Client Software giving rise to that liability during the (1) Term or (2) twelve months prior to the filing of the claim, whichever is less. These limitations apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory. However, these monetary limitations will not apply to:

- Aurigo's obligations under the Section titled "Defense of infringement and misappropriation claims";

- Customer's use of Aurigo's trademark(s) without express written consent to do so;

- liability for damages awarded by a court of final adjudication for Aurigo's or its employees' or agents' gross negligence or willful misconduct;

- liabilities arising out of any breach by Aurigo of its obligations under the Section entitled "Confidentiality"; or

- liability for personal injury or death caused by Aurigo's negligence or that of its employees or agents or for fraudulent misrepresentation.

11

Exhibit 2

12.2 EXCLUSION OF CERTAIN DAMAGES. To the extent permitted by applicable law, whatever the legal basis for the claim, neither party, nor any of its affiliates or suppliers, will be liable for any indirect damages (including, without limitation, consequential, special or incidental damages, damages for lost profits or revenues, business interruption, or loss of business information) arising in connection with this agreement, even if advised of the possibility of such damages or if such possibility was reasonably foreseeable. However, this exclusion does not apply to either party's liability to the other for violation of its confidentiality obligations or of the other party's intellectual property rights.

13. **VERIFYING COMPLIANCE**

During the Term of any Subscription and for three years thereafter, Customer must keep all usual and proper records relating to the Subscription(s) and Customer's use of the Services and/or Client Software under this Agreement. Aurigo may request that Customer conduct an internal audit of all Services in use throughout Customer's organization, comparing the number of subscriptions in use to the number of subscriptions issued to and/or paid for by Customer. By requesting an audit, Aurigo does not waive its rights to enforce this Agreement or to protect Aurigo's intellectual property by any other means permitted by law. If verification or self-audit reveals any unlicensed use, Customer must promptly order sufficient subscriptions to cover it's past and present use. If material for unlicensed use is found, Customer must reimburse Aurigo for the costs Aurigo has incurred in verification and acquire the necessary additional subscriptions at single retail subscription cost within 30 days.

12

Exhibit 2

14. MISCELLANEOUS

14.1 Notices. Notices, authorizations, and requests to Aurigo in connection with this Agreement must be sent by regular or overnight mail, or express courier, to the addresses listed below. Notices will be treated as delivered on the date shown on the return receipt. Termination of the Agreement, a Subscription, or cancellation of a Subscription initiated by a Customer should be sent via the Aurigo customer service contact.

Notices should be sent to Aurigo:	**Copies should be sent to:**
Addresses provided at: http://www.aurigo.com/contact/	Aurigo Software Technologies Inc. 12515-7 Research Blvd. Suite 170, Austin, TX 78759

Notices, authorizations, and requests to Customers may be emailed to account administrators Customer identifies. Notices are effective on the date on the return receipt or, for email, when sent.

Notices should be sent to the Customer:	**Copies should be sent to:**
<Insert Customer Name Here>	

14.2 Assignment. Customer may not assign this Agreement. Aurigo may assign this Agreement to its Affiliates.

14.3 Severability. If a court holds any provision of this Agreement to be illegal, invalid or unenforceable, the rest of the document will remain in effect and this Agreement will be amended to give effect to the eliminated

13

Exhibit 2

provision to the maximum extent possible.

14.4 Waiver. A waiver of any breach of this Agreement is not a waiver of any other breach. Any waiver must be in writing and signed by an authorized representative of the waiving party.

14.5 Applicable law. This Agreement is governed by the laws of the State of Texas without regard to its conflict of laws principles, except that (1) if Customer is an entity of the U.S. Government, this Agreement is governed by the laws of the United States, and (2) if Customer is an entity of a state or local government in the United States, this Agreement is governed by the laws of that state. The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments will not apply to this Agreement. The Services are protected by copyright and other intellectual property rights laws and international treaties.

14.6 This Agreement is not exclusive. Customer is free to enter into agreements to license, use or promote non-Aurigo software or services.

14.7 Survival. Provisions regarding fees, restrictions on use, transfer of licenses, export restrictions, defense of infringement and misappropriation claims, limitations of liability, confidentiality, compliance verification, obligations on termination and the provisions in this Section entitled "Miscellaneous" will survive termination of this Agreement.

14.8 Customer consent to partner fees. When Customer places an Order for certain Services, it may have the opportunity, at its sole discretion, to identify an Aurigo "Partner of Record" associated with its Subscriptions. By identifying a Partner of Record, directly or by authorizing a third party to do so, Customer consents to Aurigo paying certain fees to the Partner of Record. The fees are for pre-sales support to Aurigo and may also include post-sales support to Customer.

14.9 Force majeure. Neither party will be liable for any failure in performance due to causes beyond either party's reasonable control (such as fire, explosion, power blackout, earthquake, flood, severe storms, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism (including cyber terrorism), acts of God, acts or omissions of Internet traffic carriers, actions or omissions of regulatory or governmental bodies (including the passage of laws or regulations or other acts of government that impact the delivery of Services)). This Section will not, however, apply to Customer's payment obligations under this Agreement.

14.10 U.S. export jurisdiction. The Services are subject to U.S. export jurisdiction. Customer must comply with all applicable laws including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments.

14.11 English language controls. The English language version of this Agreement controls the entire document. If Customer is in Canada, it is the express wish of

14

100

Exhibit 2

both parties that this Agreement, and any associated documentation, be written and signed in English. C'est la volonté expresse des parties que la présente convention ainsi que les documents qui s'y rattachent soient rédigés en anglais.

14.12 Natural disaster. In the event of a natural disaster, Aurigo may post information or provide additional assistance or rights on http://www.aurigo.com.

15

Exhibit 2

SCHEDULE 1

Description of Software Subscription Services

Product Name	Aurigo Masterworks Software Subscription Service
Product Version	10
Modules Included	1. Masterworks Platform – Forms, Workflow and Reporting 2. Masterworks Platform – Mobile 3. Masterworks Platform – Document Management 4. Masterworks Platform – Integration APIs
Modules Excluded	1. Asset Management 2. Civil Rights 3. Claims Management 4. Contract Administration 5. Estimation & Bidding 6. Federal-Aid Reimbursement 7. Lab Management 8. Land Management 9. Material Management 10. Outdoor Advertising 11. Permitting 12. Planning 13. Project Management 14. Right-of-Way 15. Vendor Solicitation 16. Any Modules offered by Aurigo after Jan 1st 2018
Type of License	Software Subscription Plan
# of Users	XXX Users (for included modules only)
Organization(s)	<Insert Customer Name Here>

16

Exhibit 2

Aurigo Masterworks Online Service Level Agreement ("SLA")

Aurigo provides this SLA subject to the terms and conditions below, which will be fixed for the duration of the initial term of up to five (5) years of the Service subscription. If a new SLA is proposed, it must be agreed upon in writing between both Aurigo and <Customer Name> (Customer henceforth).

A.   Monthly Service Level

1.   The Service Level for Application Uptime is 99.5%.

2.   The Monthly Application Uptime Percentage is calculated for a given calendar month using the following formula:

Monthly Uptime Percentage =		
Total number of minutes in a given calendar month	**minus**	Total number of minutes of Unplanned Downtime in a given calendar month
Total number of minutes in a given calendar month		

3.   Aurigo will provide product support to the users of the system. The users can contact Aurigo for support during normal business hours of 8 AM <Customer Local Time> to 5 PM <Customer Local Time>.

4.   Service Levels are defined in the table below

Severity Level	Name	Description	Time to Response	Time to Repair
1	Emergency	System wide outage has halted normal functioning of business	1 Hour	Four Hours
2	Urgent	Major functionality is impacted for most users or significant performance degradation is experienced – high impact to portions of the business	4 Business Hours	2 Business Days $
3	Important	Partial, non-critical loss of use of the service with a medium-to-low impact on business. However business can continue to function.	1 Business Day	7 Business Days $
4	Minor	Minor problems, clarifications or questions	1 Business Day	No specified turnaround time

$ If the issue is because of a bug, a fix may take longer depending on the nature of the bug. The time to fix would be bug specific and estimate would be provided to the customer. In such a case, Aurigo will provide workaround or advisory instructions, which will stop the SLA clock for the issue.

5.   The service level time will be measured from the first communication to Aurigo via email or the support line during standard business hours. For "Emergency" incidents, a war room will be setup immediately, which will not disband until the incident is resolved. To calculate SLA performance accurately, the "Time to Repair" clock will pause if Aurigo is awaiting Customer for an approval or confirmation for corrective change. This applies to all severity levels.

17

Exhibit 2

B. **Claims**

1. In order to make a Claim, Customer must be in compliance with policies for acceptable use of the Service found in the Agreement.

2. Customer must submit a claim to billing support at Aurigo Software Technologies Inc. Contact information found here: http://aurigo.com/contact.

3. Customer must provide all reasonable details regarding the Claim, including but not limited to, detailed description of the Incident, the duration of the Incident, the number of affected users and the locations of such users and any attempts made by Customer to resolve the Incident.

4. Customer must provide sufficient evidence to support the Claim, by the end of the month following the month in which the Incident which is the subject of the Claim occurs (for example, Incident occurs on January 15th, Customer provides Notice on January 20th, Customer must provide sufficient evidence to support the Claim by February 28th).

5. Aurigo will use all information reasonably available to it to validate Claims and make a good faith judgment on whether the SLA and Service Levels apply to the Claim.

6. Aurigo will use commercially reasonable efforts to process Claims within 45-days.

7. Aurigo utilizes online monitoring to ensure that the Masterworks services meets all the committed SLAs. Aurigo produces a monthly report that captures the up-time statistics of the application (including all service disruptions). This report is shared on a monthly basis with the Customer. The Customer may request an ad-hoc report at any time with a 2 business days turnaround from time of request.

C. **Exclusions**

1. Downtime does not include:
    a. The period of time when the Service is not available as a result of Scheduled Downtime; or

    b. The following performance or availability issues that may affect the Service:

        i. Due to factors outside Aurigo's reasonable control;

        ii. Related to add-on features for the Service, including, but not limited to Internet Marketing or Reporting Services;

        iii. That resulted from Customer's or third party hardware, software or services;

        iv. That resulted from actions or inactions of Customer or third parties;

        v. That resulted from actions or inactions by Customer or Customer's employees, agents, contractors, or vendors, or anyone gaining access to Aurigo's network by means of Customer's passwords or equipment.

        vi. That were caused by Customer's use of the Service after Aurigo advised Customer to modify its use of the Service, if Customer did not

18

Exhibit 2

          modify its use as advised;

    vii.   Intermittent periods of Downtime that are ten minutes or less in duration; or

    viii.   Through Customer's use of beta, trial offers, early access programs and/or demos (as determined by Aurigo).

2. SLAs are applicable to production systems only

3. Issues caused by software bugs. In such a case, Aurigo will provide workaround or advisory.

D.   **Definitions:**

1. "**Agreement**" in order of precedence means the Request For Proposals (if applicable), the final Proposal submitted (if applicable), this Subscriber Agreement and these SLAs

2. "**Claim**" means a claim submitted by Customer to Aurigo that a Service Level under this SLA has not been met and that a Service Credit may be due to Customer.

3. "**Customer**" means the person or organization that contracted for Services under the Agreement.

4. "**Downtime**" means a period of time when Customers are unable to read or write any Service data for which they have appropriate permission.

5. "**Exclusions**" means the performance or availability issues that are noted in Section D.

6. "**Incident**" means a set of circumstances resulting in an inability to meet a Service Level.

7. "**Aurigo**" means Aurigo Corporation (or if applicable, its affiliate).

8. "**Monthly Uptime Percentage**" is calculated on a calendar month basis (according to the formula set forth in Section A) using data collected about the Service's availability for a given calendar month by a third-party provider who makes frequent log-in attempts to the Service on a 24-hour/seven day a week basis.

9. "**Notice**" means that within five business days following an Incident, Customer must notify Customer Support of the Incident.

10. "**Service**" or "**Services**" means the Aurigo Masterworks Online service provided to Customer pursuant to the Agreement.

11. "**Scheduled Downtime**" means published maintenance windows or times where Aurigo notifies Customer of periods of Downtime for scheduled network, hardware, Service maintenance or Service upgrades at least 24-hours prior to the commencement of such Downtime. If an emergency downtime is required (such as to fix a zero-day vulnerability), Aurigo is authorized to give a notification <24 hours prior to the required downtime.

12. "**Service Credit**" means the amount credited to Customer by Aurigo for a validated Claim.

13. "**Service Level**" means the percentage of Service availability for a given month that Aurigo agrees to provide Customer, which is measured by the Monthly Uptime Percentage.

14. "**Subscription Fee**" means the annual fees that Customer pays Aurigo for their subscription to the Service.

19

Exhibit 2

IN WITNESS WHEREOF, the parties hereto have executed this

Agreement the day and year first above written.

[<mark><Insert Customer Name Here></mark>]

_____
Signature

_____
Printed Name

_____
Printed Title

AURIGO SOFTWARE TECHNOLOGIES

_____
Signature

Balaji Sreenivasan
Chief Executive Officer

20

Exhibit 3

AURIGO MASTERWORKS ENTERPRISE
SOFTWARE SUBSCRIPTION SERVICE AGREEMENT

These Terms of Service are an agreement between Aurigo Software Technologies Inc. and Fort Bend County (the "Customer"). This Agreement consists of the terms and conditions, the SLAs applicable to the Service, and the pricing and payment terms related to the Service. The Service also may contain other posted notices or codes of conduct, which are incorporated by reference into this Agreement.

Please read this Agreement carefully. THIS AGREEMENT MUST BE SIGNED BY BOTH PARTIES PRIOR TO USING ANY OF THE SERVICE. CUSTOMER AGREES TO BE BOUND BY THIS AGREEMENT, INCLUDING ANY WRITTEN AND MUTUALLY AGREED MODIFICATIONS MADE TO IT FROM TIME TO TIME. IF CUSTOMER DOES NOT AGREE TO THE TERMS AND CONDITIONS IN THIS AGREEMENT, IT MAY NOT SUBSCRIBE TO OR USE THE SERVICE.

1. DEFINITIONS

1.1 "Add-on Service" means additional functionality or services that may be ordered by Users of the Service for an additional subscription fee or charge.

1.2 "Affiliate" means any legal entity that a party owns, that owns a party, or that is under its common ownership. "Ownership" means, for purposes of this definition, control of more than a 50% interest in an entity. If Customer is an agency of a state, provincial, or local government, "Affiliate" means:
1. any government agency, department, office, instrumentality, division, unit or other entity, of Customer's state, provincial or local government that is supervised by, or is part of, Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer;
2. any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state or province and located within Customer's state's or province's jurisdiction and geographic boundaries; and
3. any other entity in Customer's state or province expressly authorized by the laws of Customer's state or province to purchase under state or provincial contracts; provided that a state or province and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government or its Affiliates. Notwithstanding the forgoing, provincial Crown corporations are not Affiliates for the purposes of this definition. If Customer is an agency of the U.S. government, "Affiliate" means any other agency of the U.S. government. If Customer is an agency of the Canadian government, "Affiliate" means any other agency of the Canadian government, except for a federal Crown corporation.

1.3 "CPGL" means Core Product Go Live. It is the date that the base functionality of the Masterworks Commercially Off the Shelf platform and the licensed module(s) are/is made available to Customer. This is different from Solution Go-live date, when the entire solution will be hosted in a production environment.

1.4 "Client Software" means any software provided to Customer related to the Service.

1.5 "Content" means all data, including all text, sound, or image files and software that are provided to Aurigo by, or on behalf of, Customer, its Users and associated account Users through their use of the Service.

1.6 "Customer" means the entity that has entered into this Agreement. If an individual enters this Agreement on behalf of a company or other legal entity, such individual represents that he or she has the authority to bind such entity to this Agreement.

1.7 "Go-Live" means the date entire configured Service is hosted and available in Aurigo's production environment for user access.

Exhibit 3

1.8 "Intellectual Property" means any intellectual or industrial property rights protected or protectable under the laws of United States of America` and includes Moral Rights, trade secrets, patent rights, rights in inventions, trade-marks, trade names and service marks, as well as applications for, and registrations, extensions, renewals and re-issuances of, the foregoing, in whatever form such rights may exist and whether registered or unregistered.

1.9 "License" means the rights granted by Aurigo to Customer to copy, install, use, access, display, run and/or otherwise interact with the Service and/or Client Software for, as applicable, for Customer's internal business purposes.

1.10 "Aurigo" means Aurigo Software Technologies Inc. or its Affiliates.

1.11 "Work Order" also referred to as "Order" means an order for Services.

1.12 "Service" means Aurigo Masterworks Online services (including pre-release services and Add-on Services) and software, including any updates, upgrades, support, and content (e.g., audio and visual information, documents) contained or made available to Customer by Aurigo in the course of using the Service. Aurigo may change the Service at any time and for any reason without notice.

1.13 "SLAs" means service level agreements representing commitments Aurigo makes with regard to the Services.

1.14 "Subscription" means the part of the Order identifying the specific Services being ordered and may include the User quantity, ship-to address, or other information.

1.15 "Term" means the duration of a Subscription.

1.16 "Users" means individuals within Customer's organization who have the right to use the Services, as dictated by the number of User Licenses purchased by Customer.

1.17 "User licenses" refers to the named user license subscriptions that Customer has purchased under its Subscription for Services.

1.18 "Work Product" means any item (tangible and intangible) which is created or produced as a result of the performance of any Professional Services by Aurigo. For the sake of clarity Work product does not include any items that are considered to be derivative work of intellectual property, owned by Aurigo, including configuration of existing code. For derivative work of intellectual property owned by Aurigo. Customer will retain licensing rights to use derivative work within the terms of this SSA.

1.19 "Software" means the computer programs described in Schedule 1 (Description of Software Subscription Services) and if applicable, any other computer programs to be provided by Aurigo pursuant to the Agreement, and includes any updates, modifications, releases or enhancements to such computer programs provided by Aurigo

1.20 "Specifications" means the specifications and features of the Software Subscription Services described in Schedule 1 (Description of Software Subscription Services).

2. LICENSE GRANT – WHAT CUSTOMER IS LICENSED TO USE

2.1 **General.** Aurigo grants Customer a License to the Services ordered by Customer, subject to Customer's obligation to pay and any rights and limitations described in this Agreement. This License is non-exclusive, non-perpetual, and is not transferable. The ability to use Services may be affected by minimum system requirements or other factors. Aurigo reserves all rights not expressly granted.

2.2 **Ownership.** Each party shall retain ownership of its Intellectual Property and Derivative Work produced on its own Intellectual Property. All Work Product provided to the Customer under this Agreement that is not based on the Intellectual Property of Aurigo (including its

Exhibit 3

Derivative Work) is assigned to the Customer upon acceptance of each Deliverable by the Customer.

2.3 **Client Software.** Customer may need to install Client Software wherever applicable (mobile client software for iOS and Android are available subject to users being licensed to access the Aurigo Masterworks online service) to access and use the Service. Customer may make copies of the Client Software solely to support the Service for its Users. Copies must be true and complete copies (including copyright and trademark notices) and be made from an Aurigo approved media or a network source. Customer agrees to use reasonable efforts to make its employees, agents and other individuals that it allows to use the Client Software aware that it is licensed from Aurigo and subject to the terms of this Agreement. Additional rights and restrictions for the Client Software may accompany the provision of such Client Software, and Customer agrees to abide by all such additional rights and restrictions.

2.4 **Authorized Users.** Only those individuals who Customer designates as authorized Users may use and access the Service. Only Users who have administrator privileges may add additional authorized Users to the Service up to and including the total number of User Licenses purchased during the Subscription period. User Licenses cannot be shared or used by more than one individual authorized User and cannot be reassigned to a new User to replace a current authorized User who has terminated employment or otherwise changed job status or function and no longer uses the Service. However, a User who has administrator privileges may delete an authorized User from the Service and add a new authorized User to the Service to replace the former authorized User.

2.5 **External Users.** Customer does not need to purchase additional Users accounts for external users who access the benefits of Service (such as reports) without using any of the software. "External users" means users that are not Customer, or its employees, Affiliates, contractors or agents.

2.6 **Limitations on use.** Customer shall not reverse engineer, decompile or disassemble the Service or Client Software, except where applicable law permits it despite this limitation. Customer shall not rent, lease, lend, resell, or host to or for third parties any Service or Client Software.

3. ORDERING, PRICING, PAYMENTS, RENEWALS AND TAXES

3.1 **Ordering.** Customer shall place an Order for each Subscription for a Service with a new or reused Purchase Order, which must be issued for all changes to Subscriptions. If Customer desires to use the Service for more than the total number of User Licenses available through the Service level it subscribed to, it must subscribe to the appropriate Service level prior to commencing any such use. If Customer desires to reduce the total number of Users, it may do so. Any Services added to a Subscription will expire at the end of the Term. Each Subscription shall be from the date of Subscription to December 31st of that year and prorated accordingly. Customer may place Orders for its Affiliates under this Agreement and grant its Affiliates administrative rights to manage the Services. Affiliates may not place Orders under this Agreement. To the extent Customer grants any rights to Affiliates, such Affiliates shall be bound by the terms and conditions of this Agreement. Customer agrees that it is jointly and severally liable for any Services purchased for or other actions taken by any of its Affiliates or any third party to which it provides rights under this Agreement.

3.2 **Subscription Fees.** "Subscription Fee" means the annual fee Customer is required to pay for the Subscription to the Service and Client Software. Customer is required to pay the Subscription Fee in advance. Payments are due and must be paid in accordance with the Order. Price level changes are not retroactive. Prices for each price level are fixed at the time the Subscription is first placed and apply throughout the Term. Subscription Fees are subject to change at the end of five (5) years from the date of the original order.

3.3 **Renewal.** The term of one this Agreement is for 5 years.

Exhibit 3

3.4   **New agreement.** Prior to placing new Orders, renewing any Subscriptions, or further use of the Services after the end of five (5) years, and upon notice, Aurigo may require that Customer enter into an updated agreement to govern Orders, renewal Subscriptions, or usage from that date forward.

3.5   **Taxes and other Incidental Charges.** The prices and rate plans do not include any taxes, phone and Internet access charges, mobile text messaging, wireless service and other data transmissions, unless stated otherwise. Customer is responsible for all such incidental charges and any taxes and it is legally obligated to pay including, but not limited to, paying Aurigo any applicable value added, sales or use taxes or like taxes that are permitted to be collected from Customer by Aurigo under applicable law. If any taxes are required by law to be withheld on payments made by Customer to Aurigo, Customer may deduct such taxes from the amount owed Aurigo and pay them to the appropriate taxing authority; provided, however, that Customer shall promptly secure and deliver to Aurigo an official receipt for any such taxes withheld or other documents necessary to enable Aurigo to claim a Foreign Tax Credit. Customer will make certain that any taxes withheld are minimized to the extent possible under applicable law.

3.6   **Refunds.** All charges are non-refundable unless expressly stated otherwise, or otherwise provided by law.

3.7   **Late Payments.** Payments to Aurigo are due 30 days from receiving a correct invoice. Aurigo may suspend or cancel the Service if Customer does not pay in full and on time.

4. TERM AND TERMINATION

4.1   **Termination by Aurigo.** Aurigo may cancel or suspend Customer's use of the Service or a portion thereof at any time if Customer violates the terms of this Agreement, if Aurigo believes that Customer's use of the Service represents a direct or indirect threat to its network function or integrity or anyone else's use of the Service, or if Aurigo is otherwise required by law to do so. Upon notification by Aurigo of any such cancellation or suspension, Customer's right to use the Service will stop immediately. Cancellation or suspension of the Service for Customer's violation of the terms of this Agreement will not change Customer's obligation to pay any Subscription fees due for the applicable Term. Aurigo may also cancel or suspend Customer's use of the Service for convenience at any time during the Term. Cancellation or suspension for convenience will only be effective upon a 3-month notification by Aurigo.

4.2   **Termination by Customer.** Customer may cancel or suspend Customer's use of the Service or a portion thereof at any time if Aurigo violates the terms of this Agreement, Customer may terminate a Subscription or reduce the number of User Licenses at any time during its Term. A termination will be effective at the end of the annual Subscription cycle during which customer terminates the Subscription. Customer must pay for the period prior to the termination effective date.

If customer terminates a three-year Subscription within 6 months of the date on which the Subscription became effective or was renewed, customer must pay for the initial 12 months of the Subscription. No payments will be due for the remainder of the Subscription. If customer terminates a Subscription or reduces the number of User Licenses at any other time during the Term, Customer must pay 100% of the Subscription fee otherwise due for the remainder of the year.

If Customers cancel the Services in order to migrate to Aurigo's on-premise or partner-hosted offerings, the cancellation fee will be waived; Notwithstanding any amounts due as a consequence of provisioning the Services prior to a migration, no cancellation fee will be owed to Aurigo if Customer migrates to another Aurigo-operated online services platform.

4.3   **Effect of termination.** Upon termination or cancellation of the Service by either party for any reason, Aurigo may delete Customer's Content permanently from its servers. Notwithstanding the foregoing, Aurigo will keep Customer's Content for a period of 90 days

Exhibit 3

before it is deleted from Aurigo's servers. Customer is solely responsible for taking the necessary steps to back up its Content and ensure that it maintains its primary means of business.

4.4 **Waiver of rights and obligations.** To the extent necessary to implement the termination of this Agreement, each party waives any right and obligation under any applicable law or regulation to request or obtain intervention of the courts to terminate this Agreement.

4.5 **No liability for deletion of Content.** Customer acknowledges that, other than as expressly described in these terms, Aurigo will have no obligation to continue to hold, export or return Customer's Content. Customer acknowledges that Aurigo will have no liability whatsoever for deletion of Content pursuant to these terms.

5. PRIVACY

5.1 **Use of Customer Data.** Customer data will be used only to provide Customer the Service. This may include troubleshooting aimed at preventing, detecting and repairing problems affecting the operation of the Service and the improvement of features that involve the detection of, and protection against, emerging and evolving threats to the user (such as malware or spam).

Aurigo will not disclose customer data to a third party (including law enforcement, other government entity, or civil litigant; excluding our subcontractors) except as Customer directs or unless required by law. Should a third-party contact Aurigo with a demand for customer data, Aurigo will attempt to redirect the third party to request it directly from Customer. As part of that, Aurigo may provide Customer's basic contact information to the third party. If compelled to disclose customer data to a third party, Aurigo will use commercially reasonable efforts to notify Customer in advance of a disclosure unless legally prohibited. Customer is responsible for responding to requests by a third-party regarding Customer's use of the Service, such as a request to take down content under the Digital Millennium Copyright Act.

6. USE RIGHTS AND LIMITATIONS

6.1 **SLAs.** Aurigo will comply with the then-current SLA in place relating to the Services, as set forth here

6.2 **Customer's Use.** In using the Service

Customer agrees to:
- comply with all laws;
- comply with any codes of conduct or other notices provided by Aurigo;
- keep its password secret, and
- promptly notify Aurigo if it learns of a security breach or unauthorized access related to the Service.

Customer agrees to not:
- use the Service in any way that harms Aurigo or its Affiliates, resellers, distributors and/or vendors (collectively, the "Aurigo parties"), or any customer of a Aurigo party or the Service or other Users;
- engage in, facilitate, or further unlawful conduct;
- damage, disable, overburden or impair the Service (or the networks connected to the Service) or interfere with anyone's use and enjoyment of the Service; resell or redistribute the Service, or any part of the Service, unless Customer has a contract with Aurigo that permits it to do so;
- use any portion of the Service as a destination linked from any unsolicited bulk messages or unsolicited commercial messages ("spam");
- use any unauthorized automated process or service to access and/or use the Service (such as a BOT, a spider, periodic caching of information stored by Aurigo or "meta-

Exhibit 3

searching"), however, periodic automated access to the Service for report creation or scheduling is permitted;

- use any unauthorized means to modify or reroute, or attempt to modify or reroute, the Service or work around any of the technical limitations in the Service;
- modify, create derivative works from, reverse engineer, decompile or disassemble or otherwise attempt to discover any trade secret contained in the Service or in any technology, or system used by Aurigo in connection with providing the Service, except and only to the extent that applicable law expressly permits Customer to do so despite this limitation;
- create Internet "links" to the Service or "frame" or "mirror" any content of the Service to give the impression that Customer is offering all of the functionality of the Service as its service located on its own servers;
- build a product or service using similar ideas, features, functions or graphics of the Service;
- copy any ideas, features, functions or graphics of the Service.

6.3 **Use of Other Aurigo Services.** Customer may need to use certain Aurigo websites or services to access and use the Services. If so, the terms of use associated with those websites or services, as applicable, apply to Customer's use of them.

6.4 **Third Party Services.** Aurigo may make services from third parties available to Customer through the Service. These third-party services are the responsibility of the third party, not Aurigo. The third-party service providers may require Customer to accept additional terms and conditions and/or pay a fee in order to use their services. Those additional terms and conditions are between Customer and the third party. Any third party's use of information Customer provides as part of using their service is subject to the privacy statements and practices of that third party and/or their suppliers. Aurigo encourages Customer to review the privacy statement of these third-party providers. Aurigo is not responsible for the privacy statements or privacy practices of these third-party providers or their suppliers.

6.5 **Third Party Software.** Customer is solely responsible for any third-party software installed in or used with the Services. Aurigo is not a party to and is not bound by any terms governing Customer's use of the third-party software, Customer acknowledges that it will direct and control the installation in and use of such software with the Service.

6.6 Aurigo will not run or make any copies of third-party software licensed by the Customer except to support Customer's use of the Service. Customer may not install or use the third-party software in any way that would subject Aurigo's intellectual property or technology to obligations beyond those included in the Agreement. Aurigo does not, and will not have any obligation to, provide technical or other support for any third-party software. Aurigo does not make any representation or guaranty that any third-party software will operate successfully with the Service or continue performing after an update, upgrade, services patch, support fix or platform migration has been made to the Service.

7. **CUSTOMER CONTENT**

7.1 **Content.** Customer, its Users and associated account Users may be able to post or store Content to third party or Aurigo websites made available through the Service. Customer may be able to post or provide materials (including feedback) that are part of the Service in a publicly accessible area that allows Customer to communicate with others. If so, the terms of use associated with those websites where public access is made available for Customer to share Content, as applicable, apply to Customer's use of them. Customer acknowledges that certain technical processing for posting Content may be required to store and retrieve the Content, conform to connecting networks' technical requirements, or conform to the limitations of the Service.

7.2 **Links to third-party Web sites.** The Service may contain links to third-party websites. These third-party websites are not under Aurigo's control. If Aurigo has included these links in the Service, it provides them as a convenience only. The inclusion of these links is not an

Exhibit 3

endorsement by Aurigo of any third-party website, service or product. Aurigo reserves the right to disable links to any third-party website that Customer posts on the Service.

7.3 **Aurigo will not own any Content.** Aurigo performs regular backups of Content for the purpose of recovery in the event of a failure in Aurigo's data centers. However, notwithstanding the foregoing, Customer is solely responsible for maintaining and backing up any Content that it uses with the Service. Customer, not Aurigo, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use such Content. Aurigo shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Content that Customer uses with the Service.

8. PRE-RELEASE SERVICE

1. If the version of the Service that is Licensed to Customer is a pre-release or early access version, including its user interface, features and documentation ("Beta Version"), then it may not work the way a final version of the feature or Service will. Aurigo reserves the right to not release a commercial version of, or to change, any Beta Version of the Service at any time without notice to Customer. Any such Beta Version is confidential and proprietary to Aurigo and its suppliers. For five years after Customer subscribes to the Beta Version of the Service or the subsequent commercial version of the Service, whichever is first, Customer agrees not to disclose any Beta Version to third parties or to use any Beta Version other than for its internal purposes in connection with Customer's use of the Service. Customer's duty to protect the confidentiality of any Beta Version survives this Agreement.

Pre-release services are provided "as-is," "with all faults" and "as available." Customer bears the risk of using pre-release services. To the maximum extent permitted by law, the Aurigo parties give no express warranties, guarantees or conditions. You may have additional rights under your local laws that this Agreement cannot change. To the extent permitted by law, we exclude any implied warranties or conditions including those of merchantability, fitness for a particular purpose, workmanlike effort, non-infringement and satisfactory quality.

9. CONFIDENTIALITY

Aurigo and Customer shall treat the terms and conditions of this Agreement to the extent permitted by law as confidential and shall not disclose them to any third party except in the furtherance of the parties' business relationship with each other. For government Customers, this Section is subject to the requirements of applicable trade secret, public records, or similar laws.

10. WARRANTIES

10.1 **Limited warranty.** Aurigo warrants that the Services and Client Software will conform as per specification and will be subject to the following limitations:

- this limited warranty applies only during the Term, including any renewals ("Warranty Period");
- any implied warranties, guarantees or conditions not able to be disclaimed as a matter of law will last only during the Warranty Period;
- this limited warranty does not cover problems caused by accident, abuse or use of the Services in a manner inconsistent with this Agreement, or resulting from events beyond Aurigo's reasonable control;
- this limited warranty does not apply to problems caused by the failure to meet minimum system requirements; and
- this limited warranty does not apply to downtime or other interruption in access to the Services, or any other performance metrics that are addressed in an applicable SLA.

10.2 **Remedies for breach of limited warranty.** If Customer notifies Aurigo within the Warranty Period that a Service does not meet the limited warranty, then Aurigo will either

Exhibit 3

(1) return the amount paid for the Service during the Term. If the customer requests termination of the contract, or (2) update such Service to make it conform. These are Customer's only remedies for breach of the limited warranty, unless other remedies are required to be provided under applicable law.

10.3 DISCLAIMER OF OTHER WARRANTIES. OTHER THAN THIS LIMITED WARRANTY, AURIGO PROVIDES NO OTHER EXPRESS OR IMPLIED WARRANTIES. AURIGO DISCLAIMS ANY IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE OR NON-INFRINGEMENT. THESE DISCLAIMERS WILL APPLY UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW.

11. DEFENSE OF INFRINGEMENT AND MISAPPROPRIATION CLAIMS

11.1 Agreement to protect. Aurigo will defend Customer against any claims made by an unaffiliated third party that any Service or Client Software infringes that party's patent, copyright or trademark or makes intentional unlawful use of its trade secret or undisclosed information. Aurigo will also pay the amount of any resulting adverse final judgment (or settlement to which Aurigo consents). This Section provides Customer's exclusive remedy for these claims.

11.2 What Customer must do: Customer must notify Aurigo promptly in writing of the claim and give Aurigo control over its defense or settlement, while participating with Customer. Aurigo will work collaboratively with Customer's designated representative to process the claim. Customer designated representative must provide Aurigo with reasonable assistance in defending the claim. Aurigo will reimburse Customer for reasonable out of pocket expenses that it incurs in providing that assistance.

11.3 Limitations on defense obligation. Aurigo's obligations will not apply to the extent that the claim or award is based on:

- Customer's use of the Service or Client Software after Aurigo notifies it to discontinue its use due to a third-party claim;
- Customer's combination of the Service or any related Client Software with a non- Aurigo product, data or business process;
- damages attributable to the value of the use of a non-Aurigo product, data or business process;
- Customer's use of Aurigo's trademark(s) without express written consent to do so; or
- any trade secret or undisclosed information claim, where Customer acquires the trade secret or undisclosed information (1) through improper means; (2) under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (3) from a person (other than Aurigo) who owed to the party asserting the claim a duty to maintain the secrecy or limit the use of the trade secret or undisclosed information.
- Customer will reimburse Aurigo for any costs or damages that result from any of the above actions.

11.4 Specific rights and remedies in case of infringement.

- **Aurigo's rights in addressing possible infringement.** If Aurigo receives information concerning an infringement claim related to a Service or Client Software, Aurigo may, at its expense and without obligation to do so: (1) procure for Customer the right to continue to use the allegedly infringing Service and/or Client Software, (2) modify the Service and/or Client Software, or (3) replace the Service and/or Client Software with a functional equivalent, to make it non-infringing, in which case Customer will immediately stop using the allegedly infringing Service and/or Client Software after receiving notice from Aurigo.
- **Customer's specific remedy in case of injunction.** If, as a result of an infringement claim, Customer's use of a Service or Client Software is enjoined by a court of competent jurisdiction, Aurigo will, at its option, either: (1) procure the right to continue its use; (2) replace it with a functional equivalent; (3) modify it to make it non-infringing; or (4)

Exhibit 3

terminate the License for the infringing Service and/or related Client Software and refund any amounts paid in advance by Customer for unused Services.

12. LIMITATION OF LIABILITY

12.1 **Limitation on liability.** Except as otherwise provided in this Section, to the extent permitted by applicable law, the liability of Aurigo and of Aurigo's contractors to Customer arising under this Agreement is limited to direct damages up to the amount Customer paid Aurigo for the Service and/or Client Software giving rise to that liability during the (1) Term or (2) twelve months prior to the filing of the claim, whichever is less. These limitations apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory. However, these monetary limitations will not apply to:

- Aurigo's obligations under the Section titled "Defense of infringement and misappropriation claims";
- Customer's use of Aurigo's trademark(s) without express written consent to do so;
- liability for damages awarded by a court of final adjudication for Aurigo's or its employees' or agents' gross negligence or willful misconduct;
- liabilities arising out of any breach by Aurigo of its obligations under the Section entitled "Confidentiality"; or
- liability for personal injury or death caused by Aurigo's negligence or that of its employees or agents or for fraudulent misrepresentation.

12.2 **EXCLUSION OF CERTAIN DAMAGES.** To the extent permitted by applicable law, whatever the legal basis for the claim, neither party, nor any of its affiliates or suppliers, will be liable for any indirect damages (including, without limitation, consequential, special or incidental damages, damages for lost profits or revenues, business interruption, or loss of business information) arising in connection with this agreement, even if advised of the possibility of such damages or if such possibility was reasonably foreseeable. However, this exclusion does not apply to either party's liability to the other for violation of its confidentiality obligations or of the other party's intellectual property rights.

13. VERIFYING COMPLIANCE

During the Term of any Subscription and for three years thereafter, Customer must keep all usual and proper records relating to the Subscription(s) and Customer's use of the Services and/or Client Software under this Agreement. Aurigo may request that Customer conduct an internal audit of all Services in use throughout Customer's organization, comparing the number of subscriptions in use to the number of subscriptions issued to and/or paid for by Customer. By requesting an audit, Aurigo does not waive its rights to enforce this Agreement or to protect Aurigo's intellectual property by any other means permitted by law. If verification or self-audit reveals any unlicensed use, Customer must promptly order sufficient subscriptions to cover its past and present use. If material for unlicensed use is found, Customer must reimburse Aurigo for the costs Aurigo has incurred in verification and acquire the necessary additional subscriptions at single retail subscription cost within 30 days.

14. MISCELLANEOUS

14.1 **Notices.** Notices, authorizations, and requests to Aurigo in connection with this Agreement must be sent by regular or overnight mail, or express courier, to the addresses listed below. Notices will be treated as delivered on the date shown on the return receipt. Termination of the Agreement, a Subscription, or cancellation of a Subscription initiated by a Customer should be sent via the Aurigo customer service contact.

Notices should be sent to Aurigo:	Copies should be sent to:
Addresses provided at: http://www.aurigo.com/contact/	Aurigo Software Technologies Inc. 12515-7 Research Blvd., Suite 170, Austin, TX 78759

Exhibit 3

Notices, authorizations, and requests to Customers may be emailed to account administrators Customer identifies. Notices are effective on the date on the return receipt or, for email, when sent.

Notices should be sent to Customer:	Copies should be sent to:
Addresses provided at: http://www.aurigo.com/contact/	Aurigo Software Technologies Inc. 12515-7 Research Blvd. Suite 170, Austin, TX 78759

14.2 **Assignment.** Customer may not assign this Agreement. Aurigo may assign this Agreement to its Affiliates.

14.3 **Severability.** If a court holds any provision of this Agreement to be illegal, invalid or unenforceable, the rest of the document will remain in effect and this Agreement will be amended to give effect to the eliminated provision to the maximum extent possible.

14.4 **Waiver.** A waiver of any breach of this Agreement is not a waiver of any other breach. Any waiver must be in writing and signed by an authorized representative of the waiving party.

14.5 **Applicable law.** This Agreement is governed by the laws of the State of Texas without regard to its conflict of laws principles, except that (1) if Customer is an entity of the U.S. Government, this Agreement is governed by the laws of the United States, and (2) if Customer is an entity of a state or local government in the United States, this Agreement is governed by the laws of that state. The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments will not apply to this Agreement. The Services are protected by copyright and other intellectual property rights laws and international treaties.

14.6 **This Agreement is not exclusive.** Customer is free to enter into agreements to license, use or promote non-Aurigo software or services.

14.7 **Survival.** Provisions regarding fees, restrictions on use, transfer of licenses, export restrictions, defense of infringement and misappropriation claims, limitations of liability, confidentiality, compliance verification, obligations on termination and the provisions in this Section entitled "Miscellaneous" will survive termination of this Agreement.

14.8 **Customer consent to partner fees.** When Customer places an Order for certain Services, it may have the opportunity, at its sole discretion, to identify an Aurigo "Partner of Record" associated with its Subscriptions. By identifying a Partner of Record, directly or by authorizing a third party to do so, Customer consents to Aurigo paying certain fees to the Partner of Record. The fees are for pre-sales support to Aurigo and may also include post-sales support to Customer.

14.9 **Force majeure.** Neither party will be liable for any failure in performance due to causes beyond either party's reasonable control (such as fire, explosion, power blackout, earthquake, flood, severe storms, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism (including cyber terrorism), acts of God, acts or omissions of Internet traffic carriers, actions or omissions of regulatory or governmental bodies (including the passage of laws or regulations or other acts of government that impact the delivery of Services)). This Section will not, however, apply to Customer's payment obligations under this Agreement.

14.10 **U.S. export jurisdiction.** The Services are subject to U.S. export jurisdiction. Customer must comply with all applicable laws including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments.

Exhibit 3

14.11 **English language controls.** The English language version of this Agreement controls the entire document. If Customer is in Canada, it is the express wish of both parties that this Agreement, and any associated documentation, be written and signed in English.

14.12 **Natural disaster.** In the event of a natural disaster, Aurigo may post information or provide additional assistance or rights on http://www.aurigo.com.

Exhibit 3

SCHEDULE 1
Description of Software Subscription Services

Product Name	Aurigo Masterworks Software Standard
Product Version	10
Products Included	1. Masterworks Standard – Platform Core – PLT-MWC-C 2. Masterworks Standard – Mobile Integration Suite - PLT-MBL-S 3. Masterworks Standard – Planning and Project Management Core - PLT-COR-C 4. Masterworks Standard – Planning Contract Management – PPM-CM-S 5. Masterworks Standard – Planning and Project Management – Fund Management – PPM-FND-S 6. Masterworks Standard – Planning and Project Management Mobile – PPM-MBL-S
Type of License	Software Subscription Plan
# of Users	"To Be Determined" Users (for included modules only)
Organization(s)	Fort Bend County
Support Plan	Silver Support Plan (Standard)
Support Plan Amendments	None

Note: Only the products listed above are included in the annual subscription fee.

Exhibit 3

Schedule 2 Support Plans

Aurigo provides this SLA subject to the terms and conditions below, which will be fixed for the duration of the initial term of up to five (5) years of the Service subscription. If a new SLA is proposed, it must be agreed upon in writing between both Aurigo and Fort Bend County (Customer henceforth).

A. Monthly Service Level

1. The Service Level for Application Uptime is 99.5%

2. The Monthly Application Uptime Percentage is calculated for a given calendar month using the following formula:

Monthly Uptime Percentage =		
Total number of minutes in a given calendar month	**min us**	Total number of minutes of Unplanned Downtime in a given calendar month
Total number of minutes in a given calendar month		

3. Aurigo will provide product support to the users of the system. Users can contact Aurigo for support during the support times define in the Support Plan selected in Schedule 1

4. Aurigo commits to responding to support requests in a timely manner. If the issue is because of a bug; a fix may take longer depending on the nature of the bug. The time to fix will be bug specific and an estimate will be provided to the customer. In such cases, Aurigo will provide a workaround or advisory instructions; which will stop the SLA clock for the specific issue

Severity Level	Name	Description	Time to Response	Time to Repair
1	**Emergency**	System wide outage has halted normal functioning of business	1 Hour	Four Hours
2	**Urgent**	Major functionality is impacted for most users or significant performance degradation is experienced – high impact to portions of the business	4 Business Hours	2 Business Days
3	**Important**	Partial, non-critical loss of use of the service with a medium-to-low impact on business. However; business can continue to function.	1 Business Day	7 Business Days
4	**Minor**	Minor problems, clarifications or questions	1 Business Day	No specified turnaround time

5. The service level time will be measured from the first communication to Aurigo via email or the support line during standard business hours. To calculate SLA performance accurately, the "Time to Repair" clock will pause if Aurigo is awaiting Customer for an approval or confirmation for corrective change. This applies to all severity levels.

B. Claims

1. In order to make a Claim, Customer must be in compliance with policies for acceptable use of the Service found in this Agreement.

Exhibit 3

2. Customer must submit a claim to billing support at Aurigo Software Technologies Inc. Contact information found here: http://aurigo.com/contact.

3. Customer must provide all reasonable details regarding the Claim, including but not limited to; 1) detailed description of the Incident; 2) the duration of the Incident; 3) the number of affected users and the locations of such users; 4) any attempts made by Customer to resolve the Incident.

4. Customer must provide sufficient evidence to support the Claim, by the end of the month following the month in which the Incident which is the subject of the Claim occurs (for example, Incident occurs on January 15th, Customer provides Notice on January 20th, Customer must provide sufficient evidence to support the Claim by February 28th).

5. Aurigo will use all information reasonably available to it to validate Claims and make a good faith judgment on whether the SLA and Service Levels apply to the Claim.

6. Aurigo will use commercially reasonable efforts to process Claims within 45-days.

   Aurigo utilizes online monitoring to ensure that the Masterworks services meets all the committed SLAs. Customer may request a monthly report that captures the up-time statistics of the application (including all service disruptions).

C. Exclusions

1. Downtime does not include:

   a. The period of time when the Service is not available as a result of Scheduled Downtime; or
   b. The following performance or availability issues that may affect the Service:
      i. Due to factors outside Aurigo's reasonable control;
      ii. Related to add-on features for the Service, including, but not limited to Internet Marketing or Reporting Services;
      iii. That resulted from Customer's or third-party hardware, software or services;
      iv. That resulted from actions or inactions of Customer or third parties;
      v. That resulted from actions or inactions by Customer or Customer's employees, agents, contractors, or vendors, or anyone gaining access to Aurigo's network by means of Customer's passwords or equipment.
      vi. That were caused by Customer's use of the Service after Aurigo advised Customer to modify its use of the Service, if Customer did not modify its use as advised;
      vii. Intermittent periods of Downtime that are ten minutes or less in duration; or
      viii. Through Customer's use of beta, trial offers, early access programs and/or demos (as determined by Aurigo).

2. SLAs are applicable to production systems only

3. Issues caused by software bugs. In such a case, Aurigo will provide workaround or advisory.

D. Definitions:

1. **"Agreement"** in order of precedence means the Request For Proposals (if applicable), the final Proposal submitted (if applicable), this Subscriber Agreement and these SLAs.

2. **"Claim"** means a claim submitted by Customer to Aurigo that a Service Level under this SLA has not been met and that a Service Credit may be due to Customer.

3. **"Customer"** means the person or organization that contracted for Services under the Agreement.

Exhibit 3

4. **"Downtime"** means a period of time when Customers are unable to read or write any Service data for which they have appropriate permission.

5. **"Exclusions"** means the performance or availability issues that are noted in Section D.

6. **"Incident"** means a set of circumstances resulting in an inability to meet a Service Level.

7. **"Aurigo"** means Aurigo Software Technologies, Inc. (or if applicable, its affiliate).

8. **"Monthly Uptime Percentage"** is calculated on a calendar month basis (according to the formula set forth in Section A) using data collected about the Service's availability for a given calendar month by a third-party provider who makes frequent log-in attempts to the Service on a 24-hour/seven day a week basis.

9. **"Notice"** means that within five business days following an Incident, Customer must notify Customer Support of the Incident.

10. **"Service" or "Services"** means the Aurigo Masterworks Online service provided to Customer pursuant to the Agreement.

11. **"Scheduled Downtime"** means published maintenance windows or times where Aurigo notifies Customer of periods of Downtime for scheduled network, hardware, Service maintenance or Service upgrades at least 24-hours prior to the commencement of such Downtime. If an emergency downtime is required (such as to fix a zero-day vulnerability), Aurigo is authorized to give a notification <24 hours prior to the required downtime.

12. **"Service Credit"** means the amount credited to Customer by Aurigo for a validated Claim.

13. **"Service Level"** means the percentage of Service availability for a given month that Aurigo agrees to provide Customer, which is measured by the Monthly Uptime Percentage.

14. **"Subscription Fee"** means the annual fees that Customer pays Aurigo for their subscription to the Service.

Exhibit 3

Schedule 2.1 Silver Support Plan

Software Silver Support Plan is Aurigo standard support plan that provides your organization peace of mind while using Aurigo Masterworks. This silver support plan is included for free with the annual enterprise subscription plans.

Support Hours	8 AM – 5PM Central Time
Support Channel	Phone, Email, Web
Product Support - Included	Platform – Updates and break-fix patches Purchased Products – Updates and break-fix patches
Solution Support – Included	30 Days post production go-live
Solution Support - Post Warranty	$175 per hour on actuals

Exhibit 3

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.
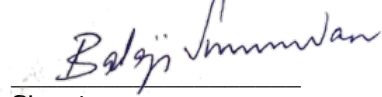

FORT BEND COUNTY

_____
Signature
_____
Printed Name

_____
Printed Title

AURIGO SOFTWARE TECHNOLOGIES

_____
Signature

Balaji Sreenivasan
Chief Executive Officer

Exhibit 4

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
Revised July 26, 2016, Effective August 1, 2016
Revised December 12, 2017, Effective January 1, 2018

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: https://portal.cpa.state.tx.us/hotel/hotel_directory/index.cfm (be sure to check the correct fiscal year). ███████████████████████

1

124

Exhibit 4

████████████████ **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 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 provide documentation of the group rate with reimbursement request.

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. Make sure all parking has been added to your bill and all personal incidentals have been paid by traveler. 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.

County Exemption Status – Fort Bend County Employees traveling on County Business are not exempt from State and local hotel taxes, state taxes, etc. with the exception of District Judges and the District Attorney.

Exhibit 4

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.
>
> **Late Night Arrival** – If a traveler arrives in Fort Bend County between midnight and 6am the traveler will receive a full day per diem for the previous 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 Car:** Rental cars are limited to the negotiated TPASS rates listed at: http://www.window.state.tx.us/procurement/prog/stmp/stmp-rental-car-contract/vendor-comparison/. The contact information for Avis is listed here: http://www.window.state.tx.us/procurement/prog/stmp/stmp-rental-car-contract/Avis/. The contact information for Enterprise is listed here: http://www.window.state.tx.us/procurement/prog/stmp/stmp-rental-car-contract/Enterprise/. When making a reservation traveler should 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

3

Exhibit 4

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:

Avis:

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 permitted if original receipt includes gratuity (20% maximum allowed) 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.

4

Exhibit 4

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.

5