Aurigo Software Technologies' response to:

Region 14 Education Service Center

on behalf of the National Cooperative Purchasing Alliance

Request for Proposal – Number 30-22

Software as a Solution for Infrastructure Projects

Due Date: July 21, 2022, 2:00 PM Central Time

Attention:

Mark B. Reese

Manager of Member and Vendor Support

Region 14 Education Services Center

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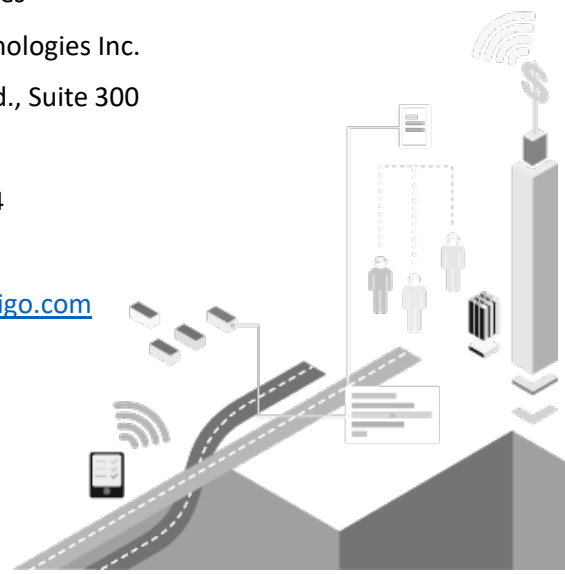
Email: proposals@aurigo.com

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Executive Summary

Aurigo Software Technologies, Inc. ("Aurigo") is delighted to submit this response to RFP #30-22 to Region 14 Education Service Center ("Regional 14 ESC") for Software as a Solution for Infrastructure Projects on behalf of itself and other Government Agencies and made available through the National Cooperative Purchasing Alliance ("NCPA").

Established in 2003, Aurigo helps capital project owners plan and build infrastructure and facilities. Aurigo is North America's leading capital planning and construction management software provider and is a privately held U.S. corporation proudly headquartered in Austin, Texas. Aurigo's Masterworks and Essentials solutions are modern cloud-based COTS systems (SaaS). They can manage every aspect of the capital planning and construction management process - from calculating estimates and running the bidding process to awarding the construction contracts and managing change orders from the field. NCPA members can choose between deploying multiple Masterworks products to automate their entire lifecycle or only one or two bundled products to automate specific processes.
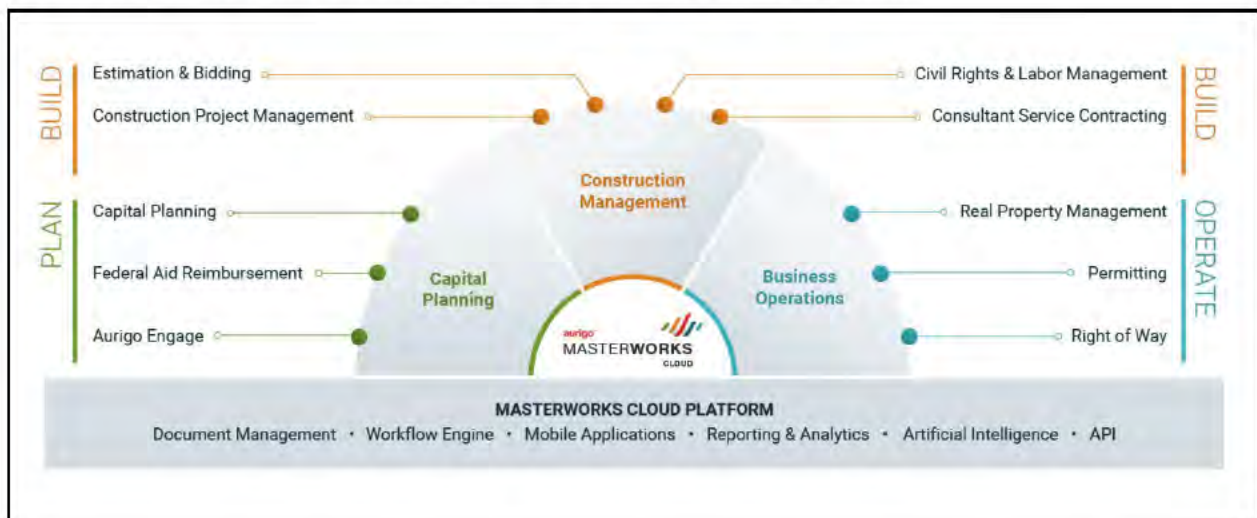
With more than $300B of capital programs under management, Aurigo's solutions are trusted by transportation, water, utility, and government agencies on over 40,000 projects across North America. Aurigo has shared information about some of these Clients and projects in this response document. Aurigo's Clients most often need the following features and capabilities in the capital planning and construction management software they choose:

1. **Modern cloud software**

   Aurigo's purpose-built Masterworks and Essentials solutions are explicitly designed to manage the complexities of capital planning, construction project management, safety, quality, and maintenance. Using Aurigo's commercial-off-the-shelf (COTS) software solution means Clients are getting software that, in many cases, can be used out of the box with little to no configuration services.

2. **Proven success**

   Masterworks and Essentials have been deployed at public agencies and construction companies across North America. Clients can sleep easily knowing they are working with a team and product

already used by a wide range of government agencies, such as the Massachusetts Department of Transportation, Tampa Bay Water, and the Wisconsin Department of Transportation.

3. **Industry expertise**

Everyone at Aurigo, from business analysts to product managers, project managers, account executives, and customer support teams, has experience working with cities, counties, states, agencies, and repeat builders. Aurigo has spent 20 years working with water authorities upgrading treatment plants, DOTs managing large highway systems, airports expanding their capacity, and cities maintaining their infrastructure and facilities.

4. **Trust**

Clients trust Aurigo and its teams for their most demanding challenges. Over $300 billion in capital projects are managed with Masterworks and Essentials software. That's why Aurigo wins more bids during the RFP process than any other provider.

5. **Complete solution**

Unlike niche software systems that help the Client with just one area, Aurigo provides a full range of products and functionality that public agencies and builders need to manage the end-to-end process of planning, building, and managing their projects. Masterworks and Essentials are fully integrated, so the Client never has to piece data together from different places. The Client will get a comprehensive view of everything in one place.

6. **Automation**

Masterworks and Essentials automate processes that used to take days, weeks, and sometimes even months. For example, Masterworks automates the contract management and compliance workflow from pre-bid to contract closeout. Clients especially appreciate how fast change orders are processed, knowing that all records are being tracked and checked to ensure things stay compliant.

7. **Modern user interface**

The screens in Masterworks and Essentials are intuitive and easy to use. They use standard Windows and browser functionality, which makes it easy to look at screens and know what to do.

8. **Great mobile apps**

The Client can access the Masterworks and Essentials applications from a tablet or cellphone using Aurigo's Masterworks Mobile apps. The mobile apps make it easy for people in the field to access information, manage inspections and make real-time updates no matter where they are. The mobile apps also work in **offline mode**, ensuring remote teams can get their work done and make updates *even when there's no cell service or internet connection available.*

9. **Configurable reports and dashboards**

All data in Masterworks and Essentials can be viewed and analyzed in easy-to-update reports and dashboards.

10. **Integration**

Aurigo knows that the solution has to work seamlessly in the Client's environment and with all other systems. That's why Aurigo has invested heavily in both an API and easy-to-use import and export tools. Masterworks and Essentials make it easy to import and export data through the user

interface using a standard flat file and automate integration by connecting data and processes with other systems using APIs.

Aurigo offers competitively priced cloud-based products and services to cities, counties, states, and federal agencies across North America. Aurigo is currently on similar contracts, such as the General Services Administration (GSA) and the Texas Department of Information Resources (TX DIR). These contract vehicles enable Public Agencies to achieve cost savings and streamline administrative requirements during the procurement process, thus, leading to greater efficiency.

Aurigo is committed to **providing** its Clients with a highly secure and reliable environment. This includes maintaining the confidentiality of Client information and ensuring that Client information is available when needed. Aurigo uses proven best-in-class security tools, technologies, practices, and procedures to achieve this. To this end, Masterworks and Essentials are FedRAMP and StateRAMP ready, ISO22301:2019 certified, SOC2 Type 2 (SSAE 18) certified, and NIST 800-53 (rev. 4) Moderate Baseline compliant.

Finally, the keys to the success of any implementation are the people, the plan, and the process. As it relates to the people, successful implementation depends on providing the right people who are empowered to make decisions during the implementation. To mitigate any hurdles related to the plan and the process, Aurigo utilizes its Aurigo Connected Methods (ACM) methodology. ACM is a proven and proprietary methodology for delivering and supporting implementation projects for Aurigo's Clients. ACM is the full lifecycle methodology for planning, delivering, maintaining, and managing Masterworks and Essentials implementations. ACM serves as a continuous improvement vehicle, evolving based on best practices from leading-edge implementation experiences and ongoing research and development. ACM equips Aurigo consultants with the tools and techniques they need to deliver comprehensive, complete lifecycle solutions and minimize the risk. ACM adopts many Agile philosophy principles and best practices while retaining the structure and project management oversight required for success.

The entire Aurigo organization looks forward to the opportunity to sell and support NCPA members in pursuit of their capital planning and management needs.

Tab 1 - Master Agreement / Signature Form

Aurigo takes no exceptions to the <u>Master Agreement – General Terms and Conditions</u>, <u>Process</u>, or <u>Evaluation Criteria</u> sections under Tab 1 of the RFP.

The completed and signed <u>Signature Form</u> is attached on the following page.

Tab 1 – Master Agreement
General Terms and Conditions

- Customer Support
  - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

- Disclosures
  - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
  - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

- Renewal of Contract
  - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.

- Funding Out Clause
  - Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:
  - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

- Shipments (if applicable)
  - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
- Tax Exempt Status
  - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

- ♦ Payments
  - ➢ The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

- ♦ Adding authorized distributors/dealers

  - ➢ Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract.   Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
  - ➢ Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
  - ➢ Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
  - ➢ All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

- ♦ Pricing

  - ➢ <u>All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor.</u> It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
  - ➢ All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

- ♦ Warranty
  - ➢ Proposal should address the following warranty information:
    - ▪ Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
    - ▪ Availability of replacement parts
    - ▪ Life expectancy of equipment under normal use
    - ▪ Detailed information as to proposed return policy on all equipment
  - ➢ Products
    - ▪ Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects
  - ➢ Construction
    - ▪ Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

- ♦ Safety
  - ➢ Vendors performing services shall comply with occupational safety and health rules and regulations. Also all vendors and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

- Permits
  - Since this is a national contract, knowing the permit laws in each state is the sole responsibility of the vendor.
- Indemnity
  - The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

- Franchise Tax
  - The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

- Supplemental Agreements
  - The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

- Certificates of Insurance
  - Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

- Legal Obligations
  - It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.
- Protest
  - A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:

    - Name, address and telephone number of protester
    - Original signature of protester or its representative
    - Identification of the solicitation by RFP number
    - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested

- ➢ Any protest review and action shall be considered final with no further formalities being considered.

- ♦ Force Majeure

  - ➢ If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
  - ➢ The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders and regulation of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; pandemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

- ♦ Prevailing Wage

  - ➢ It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

- ♦ Termination

  - ➢ Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

- ♦ Open Records Policy
  - ➢ Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition,

the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

➢ The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- Contract Administration
  - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- Contract Term
  - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.
  - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.

- Contract Waiver
  - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- Price Increases
  - Should it become necessary, price increase requests may be submitted at any point during the term of the contract by written amendment. Included with the request must be documentation and/or formal cost justification for these changes. Requests will be formally reviewed, and if justified, the amendment will be approved.
- Products and Services Additions
  - New Products and/or Services may be added to the resulting contract at any time during the term by written amendment, to the extent that those products and/or services are within the scope of this RFP.
- Competitive Range
  - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- Deviations and Exceptions
  - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- Estimated Quantities

- ➢ While no minimum volume is guaranteed, the estimated (but not limited to) annual volume for Products and Services purchased under the proposed Master Agreement is $150 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program.
- ◆ Evaluation
  - ➢ Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.
- ◆ Formation of Contract
  - ➢ A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. Contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.
- ◆ NCPA Administrative Agreement
  - ➢ The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- ◆ Clarifications / Discussions

  - ➢ Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

- ◆ Multiple Awards

  - ➢ Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

- ♦ Past Performance
  - ➢ Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Evaluation Criteria

- ♦ Pricing (40 points)
    - ➢ Electronic Price Lists
        - ▪ Products, Services, Warranties, etc. price list
        - ▪ Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

- ♦ Ability to Provide and Perform the Required Services for the Contract (25 points)
    - ➢ Product Delivery within participating entities specified parameters
    - ➢ Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
    - ➢ Vendor's ability to perform towards above requirements and desired specifications.
    - ➢ Past Cooperative Program Performance
    - ➢ Quantity of line items available that are commonly purchased by the entity.
    - ➢ Quality of line items available compared to normal participating entity standards.

- ♦ References and Experience (20 points)
    - ➢ A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
    - ➢ Respondent Reputation in marketplace
    - ➢ Past Experience working with public sector.
    - ➢ Exhibited understanding of cooperative purchasing

- ♦ Value Added Products/Services Description, (8 points)
    - ➢ Additional Products/Services related to the scope of RFP
    - ➢ Marketing and Training
    - ➢ Minority and Women Business Enterprise (MWBE) and (HUB) Participation
    - ➢ Customer Service

- ♦ Technology for Supporting the Program (7 points)
    - ➢ Electronic on-line catalog, order entry use by and suitability for the entity's needs
    - ➢ Quality of vendor's on-line resources for NCPA members.
    - ➢ Specifications and features offered by respondent's products and/or services

Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **<u>120 days</u>**

Company name	Aurigo Software Technologies, Inc.
Address	12515-7 Research Blvd., Suite 300
City/State/Zip	Austin, TX 78759
Telephone No.	512-212-4999
Fax No.	
Email address	proposals@aurigo.com
Printed name	Balaji Sreenivasan
Position with company	Chief Executive Officer
Authorized signature	DocuSigned by: *Balaji Sreenivasan* 6F951EB911CB4B5...

Tab 2 - NCPA Administration Agreement

Aurigo takes no exception to the NCPA Administration Agreement terms under Tab 2 of the RFP.

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of   September 1, 2022   , by and between National Cooperative Purchasing Alliance ("NCPA") and Aurigo Software Technologies, ("Vendor").
Inc.

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated September 1, 2022, referenced as Contract Number   02-142   , by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Software as a Solution for Infrastructure Projects;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

- ◆ General Terms and Conditions
  - ➢ The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
  - ➢ NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
  - ➢ Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
  - ➢ NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
  - ➢ With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- ➢ The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

♦ Term of Agreement
- ➢ This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

♦ Fees and Reporting
- ➢ The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15th) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total

- ➢ Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

Annual Sales Through Contract	Administrative Fee
0 - $30,000,000	2%
$30,000,001 - $50,000,000	1.5%
$50,000,001+	1%

➢ Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

♦ General Provisions
  ➢ This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
  ➢ Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
  ➢ If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
  ➢ Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
  ➢ This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
  ➢ All written communications given hereunder shall be delivered to the addresses as set forth below.

National Cooperative Purchasing Alliance:		**Vendor:**	Aurigo Software Technologies, Inc.
Name:	Matthew Mackel	Name:	Balaji Sreenivasan
Title:	Director, Business Development	Title:	Chief Executive Officer
Address:	PO Box 701273	Address:	12515-7 Research Blvd., Suite 300
	Houston, TX 77270		Austin, TX 78759
Signature:	*[signature]*	Signature:	*Balaji Sreenivasan* (DocuSigned by) 6F951EB911CB4B5...
Date:	September 1, 2022	Date:	September 7, 2022

Tab 3 - Vendor Questionnaire

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

The completed Vendor Questionnaire is attached on the following three (3) pages.

Tab 3 – Vendor Questionnaire

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

- ♦ States Covered
    - ➢ Bidder must indicate any and all states where products and services can be offered.
    - ➢ Please indicate the price co-efficient for each state if it varies.

        ☑ **50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

☐ Alabama	☐ Maryland	☐ South Carolina
☐ Alaska	☐ Massachusetts	☐ South Dakota
☐ Arizona	☐ Michigan	☐ Tennessee
☐ Arkansas	☐ Minnesota	☐ Texas
☐ California	☐ Mississippi	☐ Utah
☐ Colorado	☐ Missouri	☐ Vermont
☐ Connecticut	☐ Montana	☐ Virginia
☐ Delaware	☐ Nebraska	☐ Washington
☐ District of Columbia	☐ Nevada	☐ West Virginia
☐ Florida	☐ New Hampshire	☐ Wisconsin
☐ Georgia	☐ New Jersey	☐ Wyoming
☐ Hawaii	☐ New Mexico	
☐ Idaho	☐ New York	
☐ Illinois	☐ North Carolina	
☐ Indiana	☐ North Dakota	
☐ Iowa	☐ Ohio	
☐ Kansas	☐ Oklahoma	
☐ Kentucky	☐ Oregon	
☐ Louisiana	☐ Pennsylvania	
☐ Maine	☐ Rhode Island	

☑ **All US Territories and Outlying Areas** (Selecting this box is equal to checking all boxes below)

☐ American Somoa   ☐ Northern Marina Islands

☐ Federated States of Micronesia   ☐ Puerto Rico

☐ Guam   ☐ U.S. Virgin Islands

☐ Midway Islands

♦ Minority   and Women Business Enterprise (MWBE) and (HUB) Participation
  ➢ It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.
    ▪ Minority / Women Business Enterprise
      • Respondent Certifies that this firm is a M/WBE   ☑
    ▪ Historically Underutilized Business
      • Respondent Certifies that this firm is a HUB   ☐
♦ Residency
  ➢ Responding Company's principal place of business is in the city of   Austin   , State of Texas
♦ Felony Conviction Notice
  ➢ Please Check Applicable Box;
    ☐ A publically held corporation; therefore, this reporting requirement is not applicable.
    ☑ Is not owned or operated by anyone who has been convicted of a felony.
    ☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony
  ➢ If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.
♦ Distribution Channel
  ➢ Which best describes your company's position in the distribution channel:
    ☐ Manufacturer Direct   ☐ Certified education/government reseller
    ☐ Authorized Distributor   ☐ Manufacturer marketing through reseller
    ☐ Value-added reseller   ☑ Other: Cloud Software and Services Provider
♦ Processing Information
  ➢ Provide company contact information for the following:
    ▪ Sales Reports / Accounts Payable
      Contact Person: Heramba Hegde
      Title: Vice President, Finance
      Company: Aurigo Software Technologies, Inc.
      Address: 12515-7 Research Blvd., Suite 300
      City: Austin   State: Texas   Zip: 78759
      Phone: 512-212-4999   Email: finance@aurigo.com

- Purchase Orders
  - Contact Person: Heramba Hegde
  - Title: Vice President, Finance
  - Company: Aurigo Software Technologies, Inc.
  - Address: 12515-7 Research Blvd., Suite 300
  - City: Austin   State: Texas   Zip: 78759
  - Phone: 512-212-4999   Email: finance@aurigo.com
- Sales and Marketing
  - Contact Person: Richard Craemer
  - Title: Senior Director, Marketing
  - Company: Aurigo Software Technologies, Inc.
  - Address: 12515-7 Research Blvd., Suite 300
  - City: Austin   State: Texas   Zip: 78759
  - Phone: 512-212-4999   Email: marketing@aurigo.com

- ◆ Pricing Information
  - ➢ In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
    - If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.
      ☑ Yes   ☐ No
  - ➢ Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.
    ☑ Yes   ☐ No

Tab 4 - Vendor Profile

4.1   Company Information

Company's official registered name.

Aurigo Software Technologies, Inc.

Brief history of your company, including the year it was established.

Aurigo is a privately held technology company incorporated in the State of Delaware. Aurigo's mission is to help public sector agencies and facility owners plan, deliver, and maintain their capital projects securely and efficiently. The staff who work directly with Aurigo's Clients operate out of Aurigo's Austin office. Aurigo has nineteen years of experience providing Commercial-Off-the-Shelf ("COTS") solutions to North American public sector agencies. Aurigo has had no contract failures, licensing or permit violations, bond claims, civil or criminal litigations, or fraud investigations.

COMPANY INFORMATION	
Company's name, address, telephone number, fax number, and email address	Aurigo Software Technologies, Inc. 12515-7 Research Blvd., Suite 300 Austin, TX 78759 Phone: (512) 212-4999 Email: proposals@aurigo.com
Form of business entity	Corporation
State of incorporation	Delaware
Year of Incorporation	2005
Dun & Bradstreet number	
City and State of company headquarters	Austin, TX
Number of years in business	19+ years
Number of employees	400+
Type of business	IT Software and Hosting Services

Aurigo has implemented numerous capital construction and infrastructure software solutions across North America. A snapshot of some of Aurigo's public sector Clients is provided below.

Figure 1: Aurigo's Clients in North America

Aurigo's flagship product, Aurigo Masterworks Cloud ("Masterworks"), is a SaaS offering that helps government agencies automate their entire project management, portfolio planning, fund management, and contract management lifecycles. Aurigo develops and produces all its software and owns all its intellectual property. Aurigo's intellectual property is built from the ground up rather than through piecemeal asset acquisitions from multiple companies, which means Aurigo's product roadmaps and future upgrades are not subject to drastic changes. As a result, Masterworks poses the least risk for a government agency's technology investment decision. Masterworks is the only solution in the industry that provides standard integration with ESRI ArcGIS. Masterworks allows users to locate projects and parcels, share information between the two systems, draw geometries, and utilize ESRI map services directly in the Masterworks cloud solution.
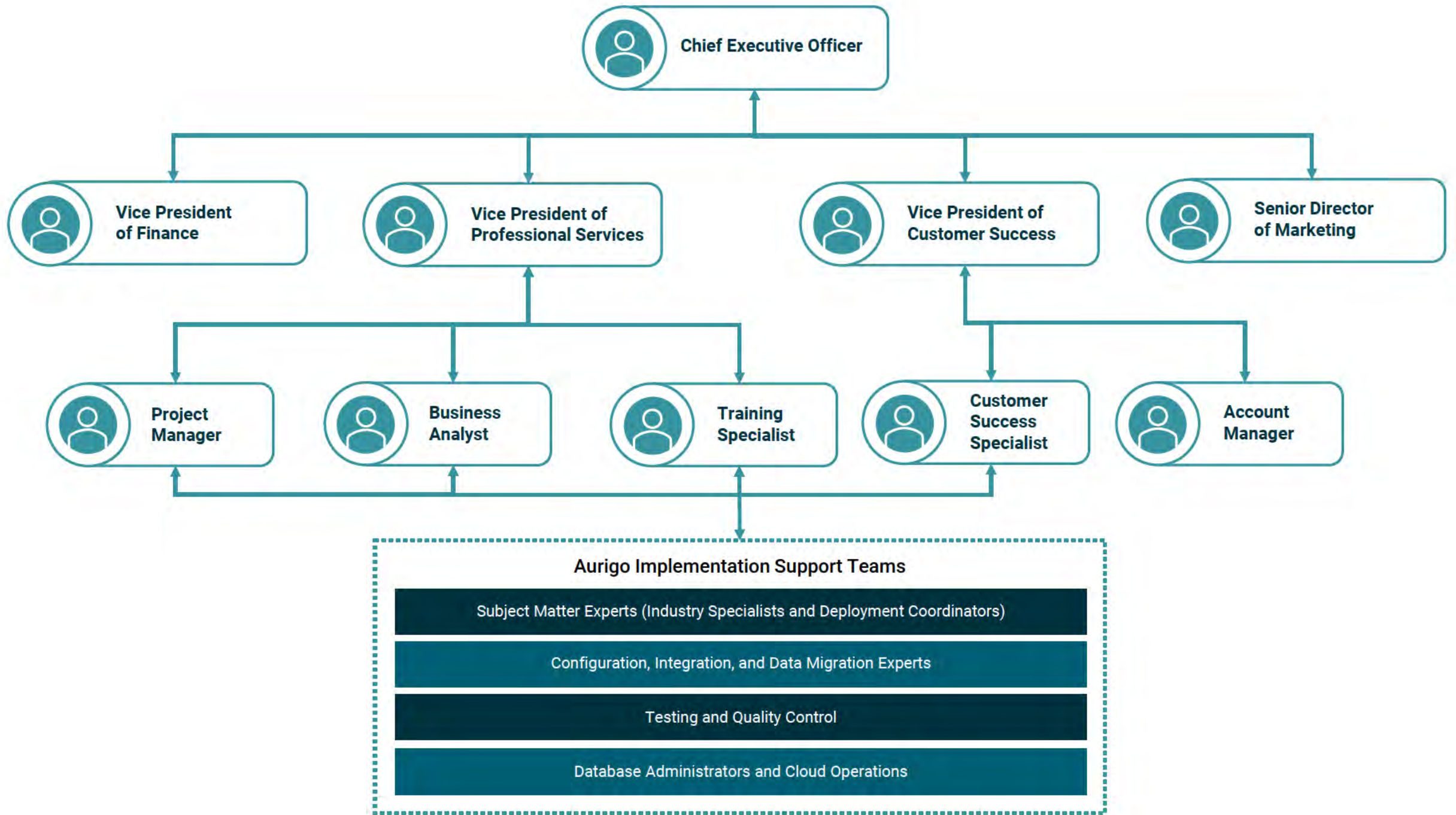
Aurigo Essentials ("Essentials") is another Aurigo SaaS offering that helps smaller public agencies such as cities and counties ensure every construction project is delivered on time and on budget. It is an all-in-one cloud solution that is easy to deploy and easy to use. Essentials can manage all the nuances of a Client's public-facing construction and maintenance projects in one unified system. It is built 100% in the cloud, deploys quickly, and can be used from any mobile device or browser. Essentials provides a modern and concise way to manage a Client's planning and project execution. It helps Clients save time, increase team productivity, aid in eliminating costly errors, and save money in the long run.

Company's Dun & Bradstreet (D&B) number.

DUNS number 14-822-2826

Company's organizational chart of those individuals that would be involved in the contract.

Attached on the following page is an organizational chart showing the Aurigo personnel who will be involved in managing the contract with the Region 14 ESC / NCPA.

Chief Executive Officer

Vice President of Finance

Vice President of Professional Services

Vice President of Customer Success

Senior Director of Marketing

Project Manager

Business Analyst

Training Specialist

Customer Success Specialist

Account Manager

Aurigo Implementation Support Teams

Subject Matter Experts (Industry Specialists and Deployment Coordinators)

Configuration, Integration, and Data Migration Experts

Testing and Quality Control

Database Administrators and Cloud Operations

Corporate office location.

Aurigo's corporate headquarters is located at:

Aurigo Software Technologies, Inc.

12515-7 Research Blvd., Suite300

Austin, TX 78759

List the number of sales and services offices for states being bid in solicitation.

Aurigo's corporate headquarters in Austin, Texas, will serve as the sales and services office for the states and territories being bid in this solicitation.

List the names of key contacts at each with title, address, phone and e-mail address.

Please see the list of key contacts below. All key contacts have an office at Aurigo's corporate headquarters (see above).

Name	Title	Phone	E-mail Address
Balaji Sreenivasan	Chief Executive Officer	(631) 824-4041	balaji.sreenivasan@aurigo.com
Heramba Hegde	Vice President, Finance	(631) 354-0139	heramba.hegde@aurigo.com
Kevin Koenig	Chief Technology Officer	(631) 824-4044	kevin.koenig@aurigo.com
Pete Olds	Vice President, Professional Services	(737) 615-5437	pete.olds@aurigo.com
Scott McCarthy	Director of Sales	(512) 692-9080	scott.mccarthy@aurigo.com

Define your standard terms of payment.

Aurigo's standard payment terms are Net 30.

Who is your competition in the marketplace?

Please see the list of Aurigo's competitors below:

1. Oracle Corporation (Primavera)
2. Trimble Inc. (eBuilder)
3. Procore Technologies Inc
4. CIP Planner
5. ProjectMates
6. Kahua
7. PMWeb
8. AASHTOware (Infotech)
9. Tyler Technologies

Provide Annual Sales for last 3 years broken out into the following categories:
▶ Cities / Counties
▶ K-12
▶ Higher Education
▶ Other government agencies or nonprofit organizations

Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement: $ in year one _____, $ in year two _____, $ in year three _____

Aurigo expects to close FY 2022 with approximately 33 million USD in total revenue. Aurigo's projected revenue for 2023 is 40 million USD and 55 million USD for 2024. These numbers are projections only.

$ in year one 33M, $ in year two 40M, $ in year three 55M

What differentiates your company from competitors?

Aurigo has over 19 years of industry experience supporting public sector capital construction. Seven of the 50 state DOTs use Masterworks to build and maintain their transportation infrastructure. Aurigo focuses heavily on the public sector, while its competitors try to cater to both private and public. Aurigo's competitors have diluted product roadmaps with features that are not specific to public client requirements.

Aurigo offers the market's most comprehensive capital planning solution that helps automate every phase of the plan-build-operate lifecycle. Aurigo's partnership with Autodesk provides a seamless, connected design and contractor technology. This strategic alliance allows Aurigo to provide comprehensive cloud-based capital planning and infrastructure development solutions. Aurigo also offers unique solutions to specific pain points for its public sector Clients, such as Right of Way, Engage, and Permitting.

Aurigo's competitors struggle to win large public sector clients due to their limited capital planning solutions. They are not expanding their offerings to manage more of the plan-build-operate lifecycle. By choice, Aurigo's competitors are only focused on the construction phase. The multi-tenant approach of

several Aurigo competitors has less flexibility than a single-tenant one; it does not scale and breaks the codebase. Competitors have difficulty adding new features and functionalities because individual client configurations hold them back.

Describe how your company will market this contract if awarded.

Aurigo Software Technologies, Inc. (Aurigo), from its inception, has been focused on selling its products and services to Federal, State, and Local Government agencies in the United States and Fortune 1000 companies globally. Aurigo has extensive experience with successful marketing and selling its offerings to Government agencies in the US and Canada, including Cities, Counties, DOTs, and other Large Agencies and Municipal Governments. Aurigo is a Federal GSA contract holder under IT Schedule 70 (Contract # GS35F206BA) and has successfully won business under this contract. For example, Tampa Bay Water in Florida procured Aurigo's products and services through the GSA contract. Aurigo plans to conduct the following sales and marketing activities which will benefit the NCPA's member agencies and effectively sell Aurigo's products and services through the NCPA contract:

- Aurigo has full-time employees dedicated to enabling sales and marketing activities for state and local agencies.

- Aurigo will maintain the most updated and relevant information about its offerings (covered under the contract) on the NCPA Website. This will let prospects know about Aurigo and its offerings for potential purchases.

- Aurigo will track and follow up on open solicitations relevant to the contract.

- Aurigo will register itself as a vendor on various procurement and bidding systems such as Onvia, Bidsync, and other government-specific vendor registration systems.

- Aurigo will be a knowledge partner, exhibitor, sponsor, or participant at events and tradeshows hosed by government organizations most relevant to the NCPA contract.

- Aurigo will execute digital (e-mail) marketing campaigns to State and Local government agencies and advertise its contract with the NCPA. Aurigo will adhere to the norms and policies of email campaigns conducted within the United States.

- Aurigo will issue news releases through industry-leading wire services. Aurigo regularly uses PR Newswire to announce its new Client wins and product-related updates. Aurigo will make these announcements available on its company website (www.aurigo.com) and promote NCPA's business on social media channels.

- Aurigo will explore possibilities for leveraging sub-contractor and HUB vendor networks for opportunities.

In addition to the above, Aurigo will continue to find new and innovative ways to market its contract with the NCPA and provide the best value for the NCPA's member government agencies.

Describe how you intend to introduce NCPA to your company.

Like most major technology companies, Aurigo spends approximately 25% of its annual budget on the Sales & Marketing ("S&M") function overseen directly by its CEO. The Aurigo S&M function comprises Field Sales, Account Management, Business Development, Pre-sales, Proposal Management, Marketing, and Market Research. When the cooperative purchasing agreement is signed with the NCPA, all these S&M functional groups will be involved in marketing the NCPA relationship and selling Aurigo's products

and services to NCPA member agencies. The typical Sales & Marketing process flow at Aurigo is represented below:

Figure 2: The Sales & Marketing process flow

Below are the key roles and responsibilities of each function:

Field Sales & Account Management:

The primary function of this team is to develop and maintain the account base while utilizing the highest level of customer service skills to generate and maintain profitable sales levels in a defined territory. This team is responsible for managing end-to-end Client relationships. Some other key responsibilities include:

- Coordinating sales efforts with Business Development (inside sales) and providing data on accounts, competitors, and suppliers for the marketing team and company management

- Working with the Pre-sales and Proposal Management team to conduct customized solution demonstrations based on Client needs

- Working with Clients to determine solution scope, implementation schedules, legal terms, price proposals, and other technical or business requirements

- Follow-up with Clients to move the sales engagement forward

Business Development:

The primary role of the Business Development team is to prospect new Clients by networking, cold calling, or other "intelligent" means of generating interest in Aurigo's products and services. The Business Development team plans persuasive approaches and sales pitches to increase the interest of potential Clients in doing business with the company. Once the Client is interested, the Business Development team

smoothly transitions Client engagement to respective Field Sales & Account Management executives. Some other key responsibilities include:

- Prospecting for potential new Clients and turning the prospects into increased business
- Identifying potential Clients and the decision-makers within the Client organizations
- Making appropriate cold calls within the assigned market or geographic areas to ensure a robust pipeline of opportunities
- Setting up meetings or calls between Client decision-makers and Aurigo's Fields Sales & Account Management team
- Handling Client issues by clarifying facts, emphasizing agreements, and working through differences to reach a positive conclusion

Pre-Sales:

The Pre-Sales team at Aurigo acts as a bridge between the Client and the Fields Sales team. Pre-Sales develops an understanding of the Client's operational and technical challenges, works with the Client to create a solution scope, and provides a customized solution demonstration for each Client that asks for one. The pre-sales team also works closely with the Proposal Management team to help them create winning proposals.

Proposal Management:

The Proposal Management team works closely with Aurigo's Fields Sales, Pre-Sales, and Legal teams to create holistic proposals that include executive summaries, overviews of solutions, descriptions of solution functionality, technical details, project implementation approaches, schedules, pricing, terms and conditions, and more. The Proposal Management team also contacts Clients to get clarifications on queries and attends pre-bid conferences as part of the RFP process.

Marketing:

The Marketing team at Aurigo is responsible for managing the company's marketing, advertising, and promotional activities. Some of the key responsibilities include:

- Determining marketing and branding objectives
- Analyzing market trends, preparing marketing strategies, and developing annual marketing plans
- Overseeing the creation and delivery of press releases, digital marketing campaigns, search engine optimization (SEO) plans, and other marketing materials
- Identifying and managing Aurigo's participation in events, tradeshows, and conferences

Market Research:

The Market Research team is primarily involved in business intelligence and market research analysis. They identify potential organizations with a budget and current need for the software products and services from Aurigo. The Market Research team also tracks relevant RFXs from local, state, and federal agencies within the United States.

Describe your firm's capabilities and functionality of your on-line catalog / ordering website.

Aurigo will display its online catalog and price list for the NCPA's cooperative purchasing agreement on Aurigo's website and the NCPA's website as directed by the cooperative purchasing agreement. Aurigo does not have an online ordering capability. Order processing activities begin once Aurigo has been notified they have been selected for Contract Award. The exhibit below outlines the order processing activities that are performed at Aurigo.
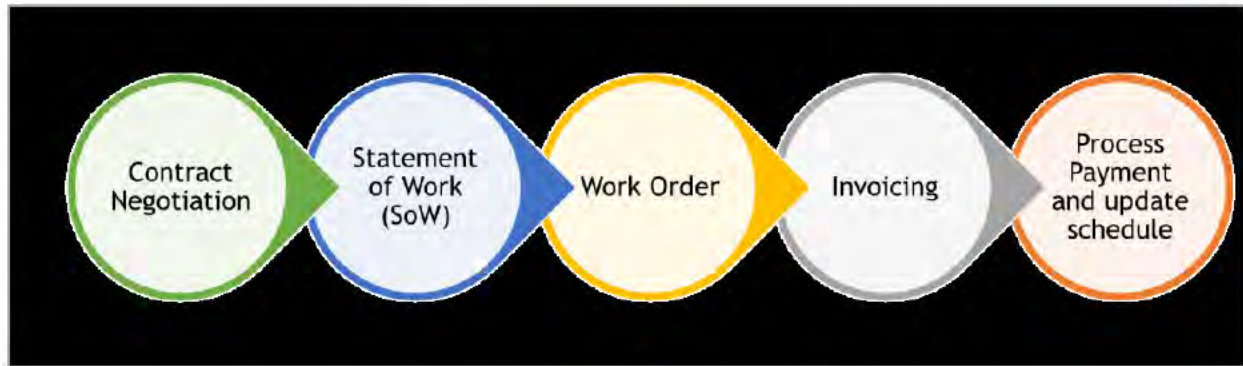

Figure 3: The order processing activities

The first activity performed as part of Order Processing is Contract Negotiation. In this phase, Aurigo and the Client discuss contract terms and conditions and other legal obligations to deliver the project. Upon successfully executing the Contract, the Aurigo team drafts a Statement of Work and defines the Work Order items. These are two key documents for order processing. The Statement of Work outlines the activities that will be performed as part of the project, and the Work Order defines the details of the project tasks that Aurigo will perform. Final pricing, project schedules, and milestones are determined based on these two documents.

Contract Processing Procedures:

1. Upon executing a contract with the Client, the signed contract and initial Client purchase order are sent to Aurigo's Finance Department. (0-1 day)
2. Aurigo's Finance team reviews the contract, and then the Client's information and contract details are recorded in Aurigo's financial system. (1-2 days)
3. Aurigo's Finance team sends the necessary forms and Aurigo bank account details to the Client for setting up wire/ACH payments. (1-2 days)
4. Once the wire/ACH payment capability is established, the Aurigo Finance team generates an Invoice for the initial Annual Subscription Fees. (1-2 days)
5. Aurigo's Finance team sends the Invoice to the Client and follows up for payment based on the payment terms defined in the contract.
6. Aurigo's Finance team will issue Invoices for Annual Subscription Fees during the Contract term that are payable on the Contract's anniversary dates.

Invoicing procedures are activated at each pricing milestone as defined in the Work Order. Once Aurigo reaches a delivery milestone, an Invoice is generated per the terms of the Contract. The Invoice is sent to the Client for processing. Once the payment is processed and recorded, the project implementation schedule stage is marked as complete.

Payment Milestone Invoicing Procedures:

1. When a project milestone associated with a payment to Aurigo is complete, the Aurigo project team forwards the information to Aurigo's Finance team. (1-2 days)
2. Aurigo's Finance team generates an Invoice after verifying the payment details with the terms in the Contract and the Work Order. (2-3 days)
3. Aurigo's Finance team sends the invoice to the Client and follows up for payment based on the payment terms defined in the contract.

Aurigo accepts payment via checks or wire transfers. In some cases, Aurigo has also accepted credit card payments, provided the transaction terms and conditions are mutually agreed upon.

Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)

Aurigo provides world-class support for all Clients from its corporate headquarters in Austin, Texas. The Clients can contact Aurigo during support hours via telephone or 24x7x365 via email or web portal. Aurigo offers three levels of support for its Clients:

- **Aurigo Silver Support:** The Silver Support Plan is the standard level of support included with all software subscription plans. Phone and web support is available from 8:00 AM to 5:00 PM Client local time, not including weekends or holidays. The Silver Support Plan includes resolutions for any issues that might arise during normal operations. Each issue is categorized by severity, and Aurigo commits to strict service level agreements (SLAs) for resolution. In addition to standard-issue resolutions, the Client gets access to all upgrades, updates, and patches for the software products Aurigo provides as part of the Client's solution. Aurigo makes enhancements available to all Clients as they are released so they can run the latest and greatest versions of Masterworks and Essentials.
- **Aurigo Gold Support:** The Gold Support Plan comprises everything in the Silver Support Plan plus increased response priority and extended support hours from 8:00 AM to 5:30 PM Client local time.
- **Aurigo Platinum Support:** The Platinum Support Plan comprises everything in the Gold Plan plus the highest response priority and extended support hours from 8:00 AM to 6:00 PM Client local time. The plan includes additional annual configuration support hours for making any post-production configuration changes. The amount of configuration support person-hours can be customized to meet the Client's needs.

4.2   General Questions

Describe how your digital and reporting tools minimize overall labor, costs and shorten process timeframes?

Masterworks and Essentials are designed to be single sources of data for the Client. They allow for collaboration and continuity across a Client's multiple executives, project managers, and project administration teams. Many benefits come from utilizing purpose-built, fully integrated solutions like Masterworks and Essentials. Some of the benefits include:

1. **Program Performance Management** – The benefit is that the Client will have on-demand reporting that informs project decisions, controls changes, reduces unwanted surprises, reduces risk, and

improves overall performance. This directly benefits the Client by eliminating costly change orders that ordinarily may not have been visible due to a lack of project visibility.

2. **Project Lifecycle Management** – The benefit to the Client is that it will have transparency and accountability from planning and design through procurement, construction, and operations. This directly benefits the Client by reducing operating costs and eliminating costly manual efforts in maintaining multiple business systems.

3. **Business Process Management** – The benefit to the Client is that it can centralize all information related to projects from data, documentation, change orders, and invoicing through configurable program-specific workflows. This benefits the Client by ensuring that financial processes are tracked and reconciled appropriately in the Client's cost accounting system.

Many of Aurigo's Clients who utilize the Masterworks and Essentials platforms are seeing a **3X** increase in productivity, a **5%** cost savings on the project's original budget, and a **30:1** cycle time reduction in current business-driven processes. Many of Aurigo's Clients are realizing a minimum reduction in person-hours of approximately 40 hours per work week for the team. This equates to over **2000 hours per year** and over 6000 hours at 3X the productivity of a construction team. At an average hourly rate of $40 per hour, the Client can potentially benefit from an annual **cost savings of over $240k** in recovered person-hours alone. These additional person-hours allow construction teams to manage critical tasks vs. manual-driven processes.

The overall outcomes of implementing Masterworks or Essentials include:

- Improved productivity and reduced management resources
- Reduced risk of over-commitment through better control
- Greater consistency and compliance
- A "Single Source of Truth" for all processes and data
- Reduced operating costs

Each of the above contributes to the overall benefit of achieving greater program performance on average, and activities are delivered in shorter timescales using less resource effort. Please review the project reference below that focuses on how the Masterworks platform solved problems while yielding a strong financial return to the organization.

Client Name:	Utah Department of Transportation (UDOT)
Solution delivered	Capital Program and Project Management System
Products used in the solution	• Masterworks Platform • Construction Project Management • Estimation & Bidding • Contract Management • Civil Rights and Labor Management • Materials Specification and Testing • Lab Management
Project duration	Five years

Unique requirements that were part of the project	Integration with ForneyVault and PDBS
Project description	The Utah Department of Transportation (UDOT) has been an Aurigo Client since 2015. UDOT uses Masterworks to manage over $25B of capital projects and investments. UDOT maintains a network of 243 highways that includes 16,000 lane miles across Utah. UDOT had been using a 14-year-old, homegrown client-server system that was obsolete and very difficult to update. The old system was accessible only within the state's firewall and slowed down UDOT's construction contracting community. The evaluation team wanted a new SaaS product but knew it would need to integrate with the existing on-site systems for bidding, civil rights, certified payroll, and enterprise project management. Masterworks was selected through the competitive RFP process because of its modern SaaS technology, breadth of functionality, and ease of use. UDOT has fully implemented Aurigo's Construction Project Management, Contract Management, and Materials Management products and is currently rolling out Aurigo's Estimation and Bidding and Civil Rights products. UDOT has over 3,000 users accessing the Masterworks system. Aurigo Masterworks is the unified system that shares information across business divisions within UDOT and contractors and external stakeholders. The Masterworks system has generated a sense of collaboration across business units, enhanced the quality of work, increased productivity, and deeply reduced all UDOT projects' errors. UDOT saves $19.5M annually (or $100M over five years) from greater visibility, increased control during planning, construction, maintenance, and better reporting based on an economic analysis. Aurigo's responsibilities included solution configuration, deployment, system testing, solution training, technical support, and software maintenance services.

Is your digital platform and reporting tool interactive?

Masterworks and Essentials are interactive digital platforms and reporting tools. Both solutions can configure forms, workflows, and reports that provide interactive data views for the Client. The underlying platforms support UI-based configuration engines. The configuration engine includes a Form Builder, a Workflow Builder, and an Ad-hoc Report Builder. These three configuration tools allow for the configuration of many of the features required by Clients. Supporting both the Form Builder and Workflow Builder is a sophisticated expressions builder. The expression builder supports creating formulae and other business rules that can be branched on. For instance, a field can be added to a form that is dependent on other fields in a form. The dependent field can use mathematical formulae to calculate the field's value. During user editing, dependent fields in the database are automatically updated as needed.

The Workflow engine allows the Client to configure the business rules associated with the complex business process scenarios established by the Client. The Workflow Builder enables System Administrators to create and modify workflows visually without programming knowledge. The Workflow engine can branch on arbitrary formulae and make complex decisions. Users can create custom reports using a simple Report Builder tool. The Report Builder allows users to save reports for future use, schedule them to run at predefined times, send them to in-app mailboxes, or email them to external users. Role-based permissions can be configured to allow or restrict user access to custom reports.

The platforms provide a configurable base Aurigo will utilize to develop a Client's required solution capabilities documented in an RFP or SOW. During the project's elaboration phase, the Aurigo Project Manager and Business Analyst will help the Client identify the requirements and business rules for displaying and editing data. Aurigo's firm belief is that its experience with previous implementations, lessons learned, and ultimately Aurigo's proven technology will allow Aurigo to deliver the best solution to Clients. It is also important to note that Aurigo continues to invest heavily in developing its core platform, continuously adding new Workflow and Form configuration capabilities.

Finally, the platforms provide many end-user configuration capabilities. Individual users can set column widths on every list page by simply dragging the column. Every listing page can have a separate configuration, and the settings automatically persist for that user. In addition, users can hide columns and rename columns to be what they want. The platform supports sophisticated filtering capabilities for each page and allows users to set the sort order on each column. Aurigo believes that its platforms provide best-in-class end-user configuration capabilities.

Is your digital and reporting platform cloud based?

Masterworks and Essentials are digital platforms hosted in the cloud on Amazon Web Services (AWS) computing infrastructure.

Describe your mobile reporting capabilities and can it be read interactively on a smart phone?

The entire Masterworks and Essentials suite of products can be viewed on supported mobile devices connected to the internet using any supported web browser. Aurigo also has a tablet-optimized mobile application capable of displaying and working with many of the products and forms used by people in the field. Aurigo's Masterworks Mobile application makes it easy to **go paperless** with mobile device site inspection forms that allow information to be recorded right at the job site. The Mobile app also has built-in document management that supports the tracking, revisions, and storage of documents for projects. Furthermore, the Client can add new forms to the mobile application using Aurigo's configuration toolkit.
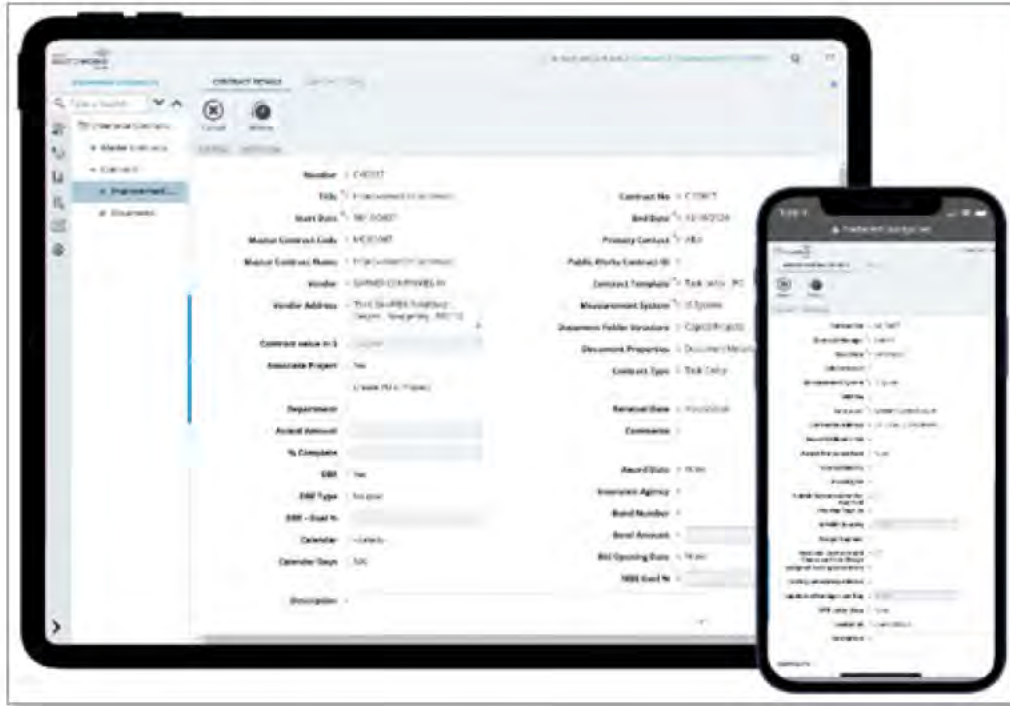
Figure 4: Tablet-optimized mobile application

Aurigo's mobile apps can work offline, which will help the Client's teams work remotely and make updates even when there is no Internet connection. The mobile app is available on iOS, Android, and Windows mobile operating systems and has the following functionalities:

- **Offline capability** provides the ability to continue working and automatically sync as soon as there is internet connectivity.
- **Eliminate error-prone manual data collection** with automated mobile forms that include photos, checklists, categories, and due dates.
- **Be confident inspections will catch all contract deficiencies, damage, and compliance issues** with pre-defined inspection reports that any tablet or mobile device can use in the field.
- **Help construction forepersons, superintendents, and engineers** log safety concerns as soon as they notice them on site with the easy-to-use mobile issue and incident forms.
- **Get instant access to every document** related to inspections, work orders, warranty, specifications, and maintenance schedules from anywhere field personnel are located.
- **Increase communications** with a best-in-class, comprehensive document management solution that supports annotation and collaboration.
- **Get the complete picture** with geo-tags for every image and document.
- **Search across documents** to find information in documents loaded on the mobile device.

Describe if the reporting tool is translatable to other languages?

Masterworks and Essentials contain industry-standard reporting features and tools that allow users to create and run reports that meet the Client's business requirements. They can be integrated with third-party reporting tools such as PowerBI. Report outputs can be exported to common file formats such as Excel and PDF. Report settings cannot be exported or used to run reports in third-party reporting tools.

Does the system restrict private and public content?

The Client's System Administrators can control access to private and public content (financial, project, contract, or other sensitive information) within Masterworks and Essentials. Access is controlled by assigning defined roles to users that permit them to access restricted information. Determination of what users can access highly depends on the Client's business rules. Internal Client and non-Client employees (external users) can be set up with a login by the Client's System Administrators.

External users can be set up in the same manner as internal users and given restricted access to the system by assigning them roles and permissions limiting what they can do. For external stakeholders that the Client does not want to give logins to, like consultants, contractors, and even citizens, Aurigo can develop and configure one or more public-facing portals per the Client's requirements. A two-factor registration process can be used to give external stakeholders access to a portal. A portal can be configured to provide the public with access to the data contained in Masterworks and Essentials. Citizens can use the portal to see the current status of work projects affecting their neighborhood, send messages to identified project managers, search for contract information, and download public documents.

Does your digital tool platform utilize advance AI tools? If so, describe these tools and features.

Masterworks and Essentials do not currently utilize any full-fledged AI tools. Aurigo is evaluating AI tools for future product releases that can be used for certain use cases like measuring construction progress, capturing drone images, etc. Masterworks and Essentials currently have a few AI-like features, such as the Bert Uncased model for sentiment analysis and Zero-shot learning for category classification.

Is your platform 508 compliant?

Masterworks and Essentials are WCAG 2.1 Level AA compliant. Aurigo contracts with an independent agency to assess 508 accessibility compliance periodically and recommend how Aurigo can improve the applications.

Describe how your digital and reporting platform to help reduce carbon pollution, cut emissions, lower energy costs and aligns with providing cleaner energy.

Masterworks and Essentials are SaaS applications. They allow Clients to manage their entire plan-build-operate lifecycles electronically in the Cloud. Aurigo is not a manufacturing or construction company. Aurigo's software does not produce any carbon emissions. Clients who use Aurigo's software can reduce energy costs and paper usage.

Describe any advanced features not requested above?

Aurigo has an extensive roadmap focused on delivering significant value to its Clients. Aurigo is investing heavily in an enhanced mobile experience that will significantly improve field inspection capabilities for its Clients. In addition, Aurigo has partnered with the University of Florida to develop autonomous drone technology. The technology will automate the inspection, anomaly detection, and efficiency of bridge assets, underwater structures, and other assets.

4.3   Technical Questions

Application and Interface Security

Masterworks and Essentials utilize role-based permissions for access and security and include industry-standard roles preconfigured for most public agencies. System Administrators will have role permissions that allow them to view and edit the roles and permissions for all users across the solution. They can reconfigure or reassign roles using the User Management permissions form. Permissions given to a role are extended to the user who is assigned to the role. Users can be internal or external stakeholders and be assigned to one or more roles. External end users can be set up with appropriate role permissions that limit their access to the solution. The security roles assigned to a user will determine what data, forms, and reports the user has permission to access. Users can be given access to specific projects and have different roles in each project. Role permissions can be used to control activity in the workflows of any form. Roles can also be used as templates for other roles.

Audit and Assurance

Masterworks and Essentials can record information about auditable changes made to data in the Client's solution. All data changes can be tracked, and an audit trail is maintained using audit log recording functionality. With every change in data, the system can capture the user details, timestamp, previous value, new value, and action type. Administrator-level users can view/report on audit trail transactions. Audit Logs can be exported to Excel files and downloaded for analysis.

Additionally, version control of records can be configured to ensure that the history of changes is captured for each record version. Additions, deletions, and changes associated with a workflow can be rolled back to any workflow stage. Workflow audit trails show who had looked at the process, when, what action they took, and if there were any comments regarding the item. Thus, the Client can track any milestone at a detailed level, with a full audit trail at its disposal. Masterworks and Essentials can also manage version control and prevent overwriting a file if another user has it checked out.

Business Continuity Management and Operational Resilience

Aurigo is ISO 22301:2019, s*ecurity and resilience – business continuity management systems* certified. ISO 22301:2019 is a management system standard published by the International Organization for Standardization that specifies the requirements for planning, establishing, implementing, operating, monitoring, reviewing, maintaining, and continually improving a documented business continuity management system. Aurigo and its business units have established operational resilience and business continuity plans at the business unit level. The changing nature of the environment in which Aurigo operates means Aurigo's ability to continue operation uninterrupted cannot be completely assured without a comprehensive Business Continuity Management (BCM) system in place.

Aurigo's Clients are entitled to expect that Aurigo will do everything possible to ensure minimum disruption to its operations and the delivery of products. Aurigo has a BCM program with interlocking plans and arrangements to ensure the best response to any disruptive incident. The plans and arrangements are part of Aurigo's Business Continuity Management System (BCMS) which complies with the requirements of ISO 22301:2019, *security and resilience – business continuity management systems*. Aurigo's BCMS aims to assure interested parties that its operation resilience and recovery arrangements are fit for providing services to its Clients. It ensures the key resources will be available to support business-critical activities in case of a disruption.

In the event of a major disaster, priority will be placed upon the safety and welfare of Aurigo's staff and visitors above the restoration of business processes. While the two are not mutually exclusive, management focus and resources will be diverted, where necessary, from business process recovery actions to ensuring safety and welfare. This policy meets the organization's legal, regulatory, and

contractual requirements. The BCMS will continually improve based on the lessons learned, exercises, incidents, and periodic internal audits.

Change Management and Risk Management

Change Management:

Aurigo has a Change Control Process to manage changes to the implementation of projects. The project team will establish a Change Control Plan to manage scope, schedule, or budget changes. A change is a deviation from the agreed scope, schedule, or budget that, if it occurs, could positively or negatively affect the project's objectives. The overall goal of the Change Control Plan is to ensure project success. The intended audience of the Change Control Plan is the project core team and project sponsors.

The change control process ensures agreement on the following:

- Required adjustments to schedule and cost
- Business and Project impact
- Adherence to contractual requirements

Change control does not mean changes are not allowed but instead ensures any actions needed are considered and agreed upon. A Change Control Board (CCB) will be established to evaluate change requests. It is a team of project stakeholders who make decisions regarding whether proposed Change Requests should be implemented. The CCB is made up of members of the Project Steering Committee. The CCB, through review meetings, evaluates what would be involved in executing the proposed change and how it aligns with the contracted scope of work.

Change requests will be documented on Change Order documents. The purpose of the Change Order document is:

- To clearly define the changes requested
- Capture the assumptions and support required
- To outline the cost and schedule impacts

Risk Management is the continuous process of identifying, assessing, responding to, monitoring, and controlling project risks, as illustrated in the Figure below.

Figure 5: Risk Management Process

Risk Management will start with the project core team conducting an initial risk assessment. Risks will be monitored and updated as needed. The project core team will review the Risk Register managed at the project SharePoint site every week during Project weekly connect meeting to add, remove, review, and update all risks. To ensure consistent focus, the project core team will schedule a reoccurring monthly Risk Review Meeting to add, remove, review, and update all risks and decide on the resolution. The Project Managers will ensure risks are actively managed throughout the project's life. Risks will be identified as early as possible to minimize their impact.

Issue Management starts with the identification of an issue. All project members may identify and raise potential issues to their project managers. Issues are logged and tracked in the project Issue Log within the project's SharePoint site. Project Managers will review the issues during Project weekly connect meeting and assign owners to address the issue. Project Managers will escalate the issue to the Steering committee for support and resolution if needed. Issue management also utilizes findings from Risk Analysis if the issue was identified as a risk during the risk assessment.

Data Security and Privacy

Aurigo is committed to providing its Clients with a highly secure and reliable environment. This includes maintaining the confidentiality of Client information and ensuring that Client information is available when needed. Aurigo uses proven best-in-class security tools, technologies, practices, and procedures to achieve this.

Aurigo employs the following security controls and compliance standards at the organization level to manage all kinds of security risks:

- **FedRAMP Ready:** Masterworks and Essentials have been designated with "FedRAMP Ready" status. This government-wide compliance program provides a standardized approach to security assessment, authorization, and continuous monitoring for cloud products and services.

- **StateRAMP Ready:** StateRAMP's mission is to promote cybersecurity best practices through education, advocacy, and policy development to support its members and improve the cyber posture of state and local governments and the citizens they serve. Aurigo offers the first StateRAMP Ready solutions for capital planning and project management in America. Masterworks Cloud and Masterworks Essentials are now available on the StateRAMP authorized vendor list, verifying security compliance and risk mitigation best practices for 'Public Agencies' Capital Infrastructure Programs.

- **SOC 2 Type 2 (SSAE 18) certified:** Aurigo has completed a Service Organization Controls 2 (SOC 2) Type 2 audit with a third-party evaluator certified by The American Institute of CPAs (AICPA). This audit uses the Trust Services Principles, published by the AICPA, to evaluate the effectiveness of a service organization's controls concerning security, availability, processing integrity, online privacy, and confidentiality.

- **NIST 800-53 (Rev. 4) Moderate Baseline compliant:** The Masterworks and Essentials applications are NIST 800-53 Moderate (Rev. 4) baseline compliant.

- **Hosting Environment and Physical Security:** Masterworks and Essentials are hosted on Amazon Web Services (AWS) public cloud infrastructure. AWS maintains high standards of security for its data centers. Further information about security at AWS can be found at aws.amazon.com/security/.

- **Network and Data Security: The** Masterworks and Essentials hosting sites are only accessible over HTTPS. Traffic over HTTPS is encrypted and is protected from interception by unauthorized third parties. Aurigo follows the current best practices for security, including the use of strong encryption algorithms. In essence, all Client data is encrypted in transit and at rest. Aurigo also uses secure protocols for communication with third-party systems. Aurigo uses a multi-tier architecture segregating internal application systems from the public Internet. Public traffic to the website passes through a Web Application Firewall (WAF). Only filtered traffic is routed to internal systems running on private subnets. Firewall and routing rules restrict network access within and between the data centers and outside services. Network access is recorded in a centralized, secure logging system.

- **Application Development and Testing:** Aurigo's comprehensive software development lifecycle incorporates security and privacy considerations. Design and code reviews, and unit and integration testing, are part of the process. All developers receive regular training on Secure Coding Practices, including prevention of the OWASP Top Ten Web application vulnerabilities. Aurigo undergoes an annual website penetration test by a qualified third party. In addition, regular internal vulnerability scans are conducted. As an organization, Aurigo follows the Data Privacy and regulations in the US. Aurigo performs PIA (Privacy Impact Assessments) on all Client implementations and third-party vendors to assess and avoid data risks. Aurigo does not store any Personally Identifiable Information (PII) or health information records in Masterworks or Essentials.

- **Incident Response:** Aurigo has deployed various security and monitoring tools for its production systems. There is 24×7 monitoring of the security status of its systems, and automated alerts are configured for security and performance issues. For an unlikely event of a breach, Aurigo has put in place a comprehensive Security Incident Response Plan, which details roles, responsibilities, and procedures for effective response and recovery of a security incident.

- **Background verification:** All employees are subject to background checks that cover education, employment, and criminal history. Employment at Aurigo requires written acknowledgment and signing of Non-Disclosure Agreements and the position's roles and responsibilities, including

protecting user data and privacy. Aurigo maintains an information security training program that is mandatory for all employees.

Datacentre Security and Off-Site Equipment Disposal

Aurigo uses Amazon Web Services (AWS) as its cloud service provider. AWS data centers have multiple layers of security. At the physical (Perimeter) layer, AWS surrounds its facilities with physical barriers such as fences and gates. AWS uses cameras to monitor its facilities. AWS restricts physical access to their facilities to people who need to be at a location for a justified business reason. Entry gates have security officers, and AWS employs supervisors who monitor officers and visitors via security cameras. AWS employees who routinely need access to a data center are only permitted access to relevant areas of the facility based on job function. AWS continuously monitors for unauthorized entry using video surveillance, intrusion detection, and access log monitoring systems. Finally, AWS Security Operations Centers worldwide are responsible for monitoring, triaging, and executing security programs for AWS data centers.

In addition to the physical security described above, AWS provides security at the server room and data level. Authorization to enter server rooms includes review and approval of a person's access application by authorized individuals. Threat and electronic intrusion detection systems monitor and automatically trigger alerts for identified threats or suspicious activity. Access points to server rooms are fortified with electronic control devices that require multi-factor authorization. AWS deploys security cameras and retains footage in alignment with legal and compliance requirements.

Encryption and Key Management

All data handled by Masterworks and Essentials is encrypted in transit using HTTPS and TLS 1.2. Data at rest is encrypted using AWS 256-bit encryption, one of the strongest block ciphers available. The encryption is also FIPS 140-2 compliant. Aurigo uses AWS-managed encryption keys. The systems involved access encryption keys without any human intervention. All the encryption of keys is stored in AWS US Data Centers by an AWS managed service. Also, Aurigo personnel do not have access to the encryption keys.

Human Resource Background Screening

Aurigo performs background checks on all US employees to confirm they have a right to work in the United States.

Identity and Access Management

Aurigo adheres to the Identification and Authentication control requirements defined in the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53. Aurigo's Enterprise Identification and Authentication Policy establishes Aurigo-wide standards for information technology security. The Policy maximizes the functionality, security, and interoperability of Aurigo's distributed information technology assets, including, but not limited to, data classification, data management, communications, and encryption technologies.

Aurigo has chosen to adopt the maintenance principles established in NIST SP 800-53 "Identification and Authentication" Control Family guidelines as the official Policy for this domain. The Policy is consistent with the best practices for managing user access risks (organizational, non-organizational) and authentication into information assets. The identification and authentication processes and procedures will help the Client and Aurigo implement security best practices. The following subsections outline the

Identification and Authentication requirements Aurigo has developed or adheres to in compliance with this Policy. The Policy is reviewed annually, at a minimum.

The Aurigo Identity Service (AIS) can perform authentication of a user using the Client's selected identity provider. The identity provider can be Azure AD, ADFS2, or other popular identity service providers, and the Client can determine the protocol used for authentication. The two protocols supported are SAML 2.0 and WS-Federation. Access to Masterworks and Essentials is controlled by user ID and password combination to uniquely identify and authenticate Client users (or processes acting on behalf of users). Client users include employees or individuals the Client deems to have the equivalent status of employees (e.g., contractors, third parties). User credentials are controlled by the security lifecycle policies covered in detail in the NIST SP 800-53, Identification and Authentication control family (IA).

Access to Masterworks and Essentials is controlled and managed to ensure that only authorized persons/devices with appropriate business needs have access. The principle of Least Privileged Access is used and enforced whenever possible. Only System Administrators have access to all data. Assignment of privileges is based on an individual's job classification, job function, and personal authority to access information. Job duties should be separated as appropriate to prevent any person or user from having access not required by their job function. User privileges should be reviewed and reevaluated monthly. All requests to access Masterworks or Essentials need approvals from respective Client managers as part of the initial verification process for new users/processes.

On initial access, Masterworks and Essentials open a login welcome page. The page is the only path that can be accessed without authentication or identification. Any other pages require a valid authentication token issued by the application after successful authentication. Masterworks and Essentials are built to avoid any URL modification attacks. The login welcome page has highly restrictive access privileges and doesn't grant any administrator-usable access to the user accessing it. Masterworks and Essentials are hosted on an Elastic Load Balancer (ELB) layer. ELB is a platform service from AWS with the capacity of scaling. ELB can throttle requests when there is a purposeful DDOS attack.

Identification and authentication mechanisms are implemented at the application level to provide increased security for the solution. Masterworks and Essentials require logins with unique usernames and passwords provided by the Client's System Administrator and identification and authentication of users at the information system level (e.g., when initially logging into a desktop, laptop, or mobile device). The default naming rule for a user account is the user's Client email address.

Shared accounts (credentials used by more than one individual) are not allowed. Assigned user identifiers must uniquely identify the individual. The assignment of unique identifiers is essential for user activity reporting, assignment of roles, user permissions, etc. Shared user accounts make it difficult to identify unique individuals accessing the Client's solution, and detailed accountability of user activity cannot be provided.

Aurigo will encourage the Client to control access to a Masterworks or Essentials solution by adhering to the following guidelines:

- Default access for any restricted or highly restricted data should be "deny all"
- Perform reviews of standard user rights at least annually
- Perform reviews of System Administrator accounts every six months
- Revoke access upon the termination of employment.

- Group Policy in the active directory disables user identifiers after 90 days of inactivity or as determined by the Client. User identifiers are deleted or archived after they have been disabled for more than 365 days.

Information Governance Program

The Masterworks and Essentials applications are NIST 800-53 Rev4 compliant, FedRAMP Ready, StateRAMP Ready, and SOC2 Type 2 certified. All the information governance and security controls described in these standards are adhered to in the platforms and solutions Aurigo provides to its Clients.

Infrastructure & Virtualization Security

Hosting Provider

Aurigo uses AWS as its Infrastructure-as-a-Service (IaaS) provider. AWS manages physical and environmental protection. More details are available at this link: https://docs.aws.amazon.com/whitepapers/latest/aws-overview-security-processes/physical-and-environmental-security.html. Masterworks and Essentials are FedRAMP Ready solutions, and all FedRAMP Ready security requirements have been implemented to protect Client data. Aurigo employs Managed Detection and Response, Intrusion Detection, Intrusion Prevention, Vulnerability Management, File Integrity Monitoring, Web Application Firewall, and DNS Geo-Location protections. Masterworks and Essentials run on the latest version of Windows Server. Aurigo regularly updates its cloud environment to meet the latest security policies and regulatory changes.

Masterworks and Essentials are architected to support data replication, load balancing, and synchronization across multiple virtual servers. The software solutions use the following server software for SaaS deployment:

- Operating System: Microsoft Windows Server 2012 R2
- Database Server: Microsoft SQL Server 2014 Enterprise
- Web Server: Microsoft Internet Information Server 8.0
- Reporting: Microsoft SQL Report Services 2014

Aurigo's technology partner, Microsoft, provides database and operating system tools. The system interfaces are based on SOAP web services, and the user interface (UI) is built on HTML5.

System Architecture

The system architecture for the Masterworks and Essentials systems can be divided into two types: logical architecture and physical architecture.

The **logical architecture** is shown in the diagram below. Architecture plug-ins and Client-based configurations can be injected at each level in the logical software structure. If required, internal services staff, system integrators, and end-users can perform significant configurations in the Client's solution.
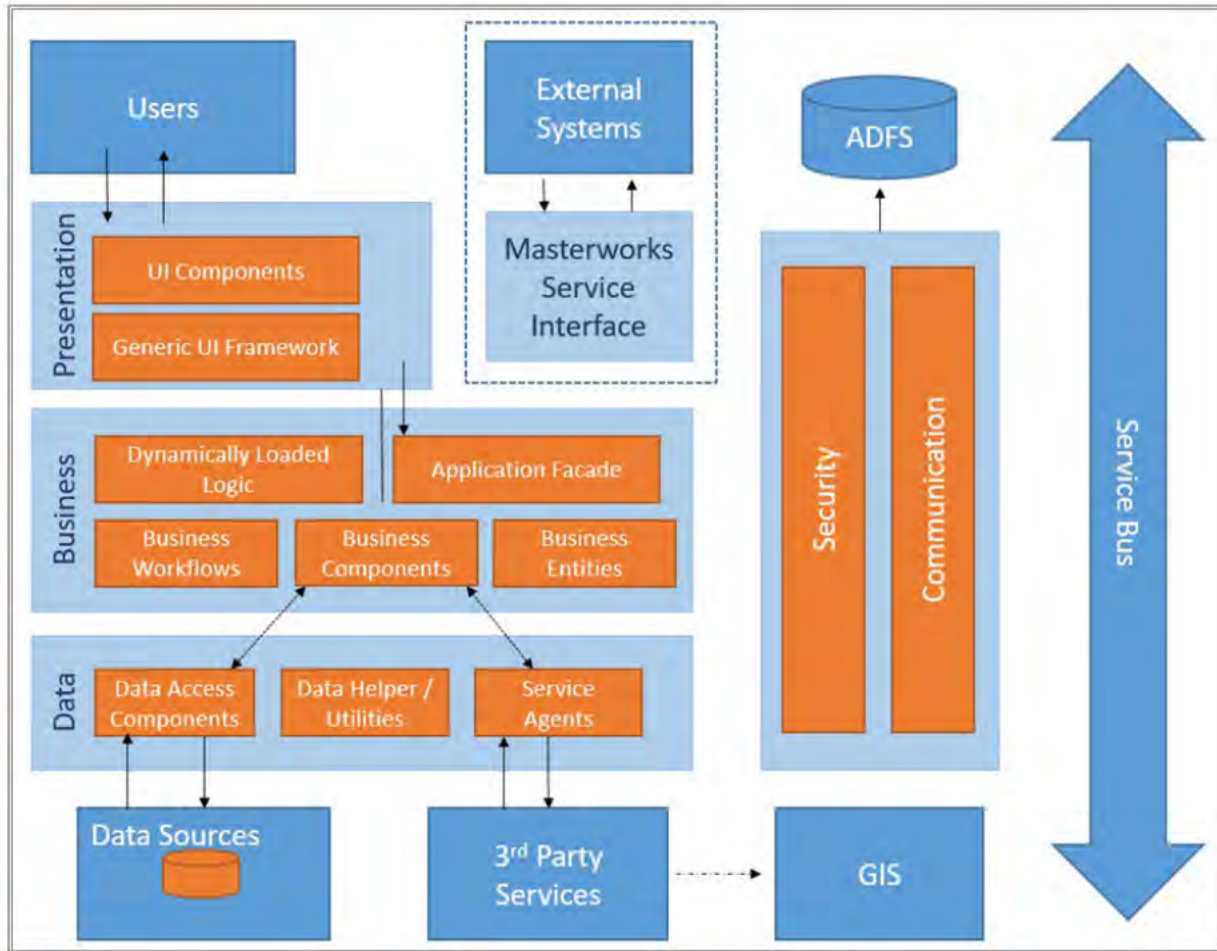
Figure 6: Logical Architecture

Web Tier

The web tier comprises standards-compliant browsers, including Google Chrome, Mozilla Firefox, Apple Safari, and Microsoft Edge. A standards-compliant web-based architecture provides the Client with an easy-to-use and easy-to-train environment. The highlights of the web tier are:

- All data validations are performed in the Web Tier first and then in the Application Tier.
- Dynamic dropdowns and lists are filled with data without refreshing the entire screen.
- Rich content controls, such as Trees, Tables, Popup Calendars, etc., are used to provide the best possible user experience.

Application Tier

The application tier provides the basic framework for deploying the following capabilities of the system:

- A role-based security framework
- A module-based deployment environment that allows new capabilities to be added to the platform without modifying the core platform
- A configuration framework to enable the product to be tailored to meet the Client's needs

- The Web Services infrastructure for all integration points
- A messaging framework that supports integration into corporate messaging environments
- A Workflow Foundation based on Microsoft Windows Workflow Foundation that all applications leverage
- Forms Definition and Lifecycle Management integrated into the Workflow Foundation
- Expression Evaluation capability to create complex formulas for forms and workflows

In addition, all the application functionalities are deployed and instantiated in the Application Tier. When new modules are loaded into the platform (including the core functionalities of Masterworks and Essentials), the functionality lives in two places within the overall system.

- Screen management, navigation, data validation, and user navigation live in the Application Tier.
- Business rules, logic, data access, and entity designs live in the Business Logic and Data Access Layer.

Business Logic

The business logic layer handles all the complex logic required to empower the system to perform its overall functions. This layer extensively uses the platform's workflow services to allow each business process to be configured to meet the Client's business needs. All the functionalities in the system are loaded using the module management capabilities of the underlying platform. When new modules are loaded, business logic modules are added to the business logic layer, dynamically extending the entire system's capabilities.

Data Access

The data access layer provides the system's data to users and automated processes performing various actions. Access to the data store is provided through the data access layer. The data access layer is designed to support its native database, use direct SQL access, or obtain data via web service-based APIs. This architecture limits the cases where the Masterworks and Essentials platforms duplicate copies of data in their local database when the fundamental home of the data lies in an external system. System maintenance activities are fewer, the chances of operating on obsolete data are reduced, and the cost is lowered.

API Server

The API server comprises well-defined web services that support various integration points with external applications. The data access layer calls the API server. When configured to do so, the API server places calls to external systems to retrieve underlying data. In cases where real-time access to external systems is impossible, the API server provides a cached copy of the external system's data.

Reporting Services

The reporting services subsystem provides dynamic reporting services to all capabilities deployed for the system. This subsystem is built on Microsoft SQL Reporting Services, which can be deployed on the same physical hardware as the application server or on separate hardware. Microsoft SQL Reporting Services provides the Client with an easy-to-use, configurable, and scalable reporting framework that easily meets its current and future business needs. Also, the subsystem supports the dynamic creation of new reports, automatic scheduling, and programmatic access to report information.

Data Tier

The data tier contains industry-leading Microsoft SQL Server 2014 Enterprise database technology. The database access layer is built using standard technologies and SQL access languages. It is shielded from the application tier by the data access layer of the application tier. The data tier and the database support full connectivity.

The system's **physical architecture** is based on standard DMZ architecture with multiple scaling points and horizontal and vertical scaling. The physical architecture is shown in the diagram below.
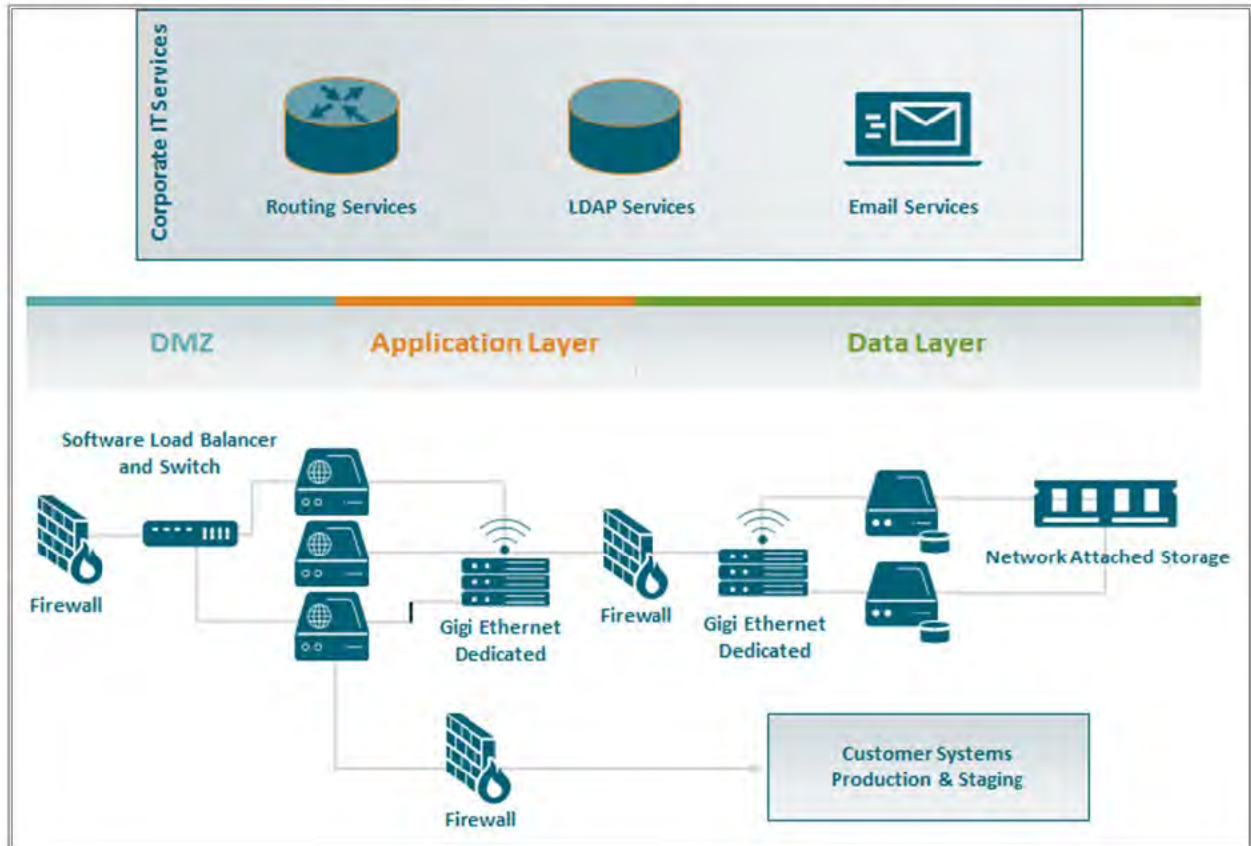

Figure 7: Physical Architecture

The system consists of the following infrastructure components:

- Elastic Load Balancer
- Web Server
- Database Server
- SSRS Services

When the users access the solution using the designated URL, their request hits the AWS Elastic Load Balancer (ELB) first over PORT 80 and 443. Aurigo configures all the traffic sent to PORT 80 to be sent to PORT 443 by default. The ELB routes the traffic to the web server over PORT 80. The web server calls the database server over PORT 1433. The web server talks to the reporting services (SSRS) over PORT 80.

The following applications are installed on all the servers:

- SMTP relay service
- Intrusion Detection System (IDS)
- Intrusion Prevention System (IPS)
- New Relic (Application and Infrastructure monitoring agent)
- AWS EC2 configuration agent
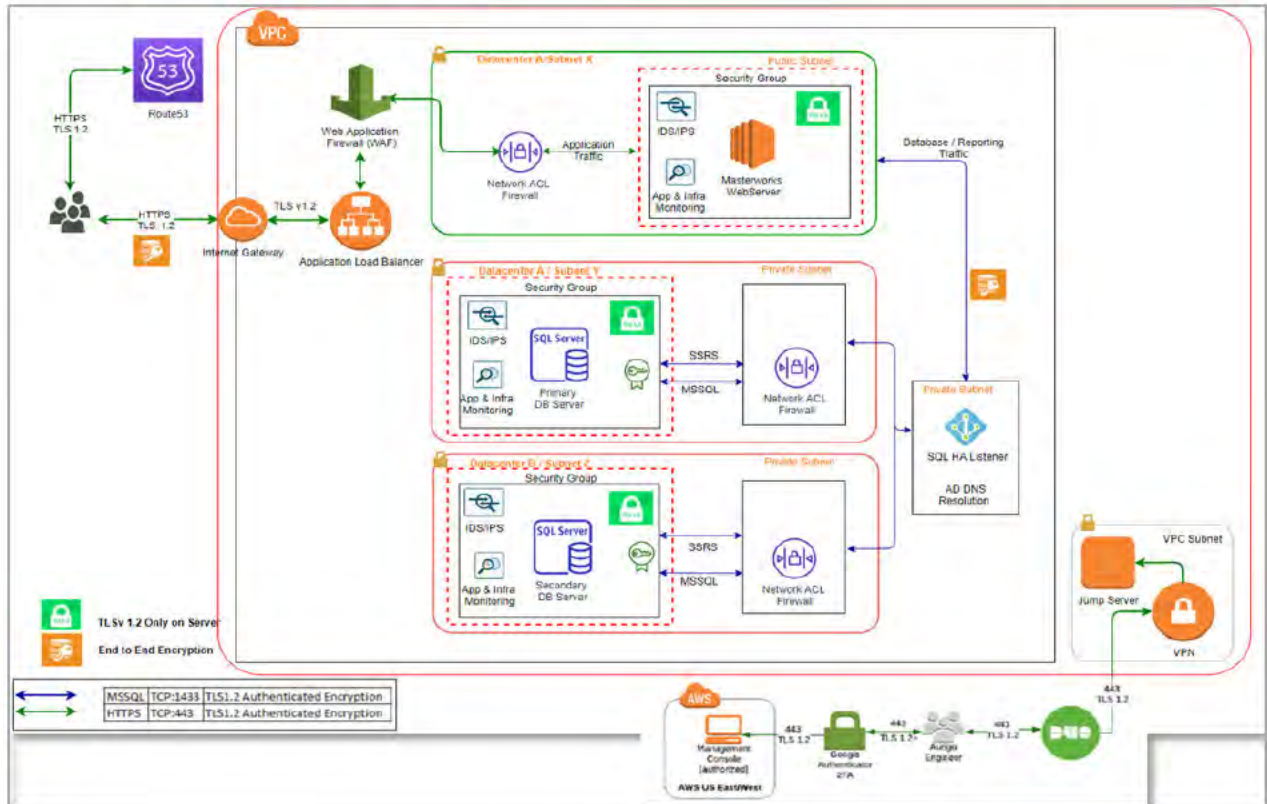- AWS SSM (Systems and Security Manager)

Figure 8: Production Environment

The Client's solution will include configured forms, reports, workflows, data integration APIs, customized applications, stored documents, and the Client's data. All are hosted in a single-tenant environment.

Hosting Environment Masterworks and Essentials are hosted in private and logically isolated Virtual Private Cloud (VPC) networks. The VPC is isolated and accessible only via configured gateways for varied use cases. Aurigo is responsible for configuring VPC access via an internet gateway, Network Address Translation (NAT) gateway, and virtual private network (VPN).

Internet gateway An internet gateway is attached to the VPC and marked as a route table entry for the public subnet. Webservers are placed in the public subnet with internet access. Only HTTP/HTTPS access is opened to the internet for accessing the hosted applications behind a load balancer layer. Remote Desktop Protocol (RDP) connections from the internet are blocked in the hypervisor firewall (Security Group).

NAT gateway The NAT gateway gives the VPC instance internet access but no VPC access from the internet.

VPN An OpenVPN server is configured to give privileged access to authorized/authenticated users for extending the private network. OpenVPN authentication is linked with Active Directory (AD) authentication. Users must log in to the OpenVPN server using their AD credentials to access any server. The OpenVPN server authenticates users against the AD and then authorizes remote access. OpenVPN encrypts packets for resources in the VPC using IPsec encryption over the internet. Split tunneling is disabled in OpenVPN configurations.

The AD authentication restricts remote access to the servers. Only users with valid AD credentials and authorization to access the server (with any role) can establish a Remote Desktop Protocol (RDP) connection to the server. Access to the servers is restricted by default and permitted only with a justified business need. Since Aurigo uses AWS as its cloud services provider, infrastructure resources such as CPU, RAM, and disk are flexible. Aurigo can increase the capacity on demand. All the systems are configured to keep the peak operation load close to the established baseline.

Interoperability and Portability

Masterworks and Essentials have APIs that can be used to integrate the applications with Client systems and tools. The integrations can be customized per the Client's requirements.

Logging and Monitoring

All system and environmental monitoring and error resolutions are handled by the Aurgio Support and Cloud Operations teams as part of the Annual Subscription Fees paid by the Client. The Client's IT personnel will have no administration or operational responsibilities for maintaining or monitoring the hosting infrastructure. Aurigo leverages managed security services from Dell Secureworks, an industry-leading security service provider. Aurigo has implemented CrowdStrike Falcon complete protection. If there is any intrusion, Aurigo's CloudOps team will be notified by CrowdStrike. Aurigo has also implemented the NNT Change Tracker system, which sends notifications on the execution of programs outside an authorized change window or on the installation of unauthorized changes. Aurigo has also implemented the Aviatrix exfiltration protection solution to ensure data doesn't go out to systems not authorized to interact with Aurigo systems. Aurigo is immediately alerted in the event of a security intrusion attempt or breach via an automated phone call, SMS or email. In the event of a security issue, Aurigo's Customer Success and Cloud Operations Teams will provide guidance for the Client.

Database Monitoring and Reporting

Aurigo leverages industry-leading monitoring tools to measure the health of its hosting servers. Aurigo monitors all critical infrastructure components, the Masterworks and Essentials applications, and databases with real-time alerts and paging/escalation technology. Some of the key aspects that are periodically measured, captured, and reported on are:

- CPU usage report
- Memory usage report
- Disk usage report
- Disk I/O performance report
- Database usage report
- Network usage report
- Bandwidth usage report
- Web traffic monitoring report

Auditing of the Security Infrastructure

A third-party agency regularly conducts SSAE 16 SOC II security audits to test Aurigo's operations and security-related controls. Aurigo is also fully compliant with the NIST 800-53 standards, including backup/recovery, data retention, and disaster recovery standards.

Physical Data Location

Aurigo Masterworks and Essentials are hosted on Amazon Web Services (AWS) servers in two United States regions. The primary AWS data center region is in North Virginia (us-east-1), and the secondary data center region (the backup) is in Oregon (us-west-2). Aurigo will never store US Client data outside the United States.

Security Incident Management, e-Discovery, & Cloud Forensics

Aurigo has a comprehensive Security Incident Response Plan detailing roles, responsibilities, and procedures for effectively responding to and recovering from a security incident. Aurigo will notify the Client within twenty-four (24) hours of a suspected breach or unintended disclosure of confidential information. This notification will include an action plan to address follow-up and remediating measures. Aurigo tests its incident response plan annually, including performing incident response tabletop exercises conducted by third-party security services vendors.

Aurigo has a dedicated information security staff comprised of security engineers who are on-call 24x7. Aurigo's security staff is responsible for vulnerability management, incident response, monitoring, and reconciliation of alerts generated by the Intrusion Detection System, the Intrusion Prevention System, and the Managed Detection and Response Systems. The information security staff also works with Aurigo's Developers and Cloud Operations team members to implement fixes for security vulnerabilities and perform regular patching for all systems included in the Cloud ecosystem.

If a system event occurs (outage, severe degradation, etc.), Aurigo's Customer Success Team will perform a Root Cause Analysis (RCA) after the issue is resolved and then submit a report to the Client. Aurigo utilizes New Relic to get information on both server and app-related errors. The Microsoft Database logs detail application-related errors, and AWS also provides robust logging for troubleshooting and error resolution.

Masterworks and Essentials are coded to protect against session hijacking, Cross-Site Scripting (XSS), and SQL injection. Aurigo uses Burp suite, Sonar Qube SAST, and OWASP Zap DAST to test its software for security vulnerabilities. It also uses Qualys scanner to scan for infrastructure vulnerabilities or the use of outdated technologies. Any identified vulnerabilities are remediated before each new production release. Aurigo's internal System Security team continually tests the software against the top 20 attacks defined by OWASP.

Supply Chain Management, Transparency, and Accountability

Not applicable. Aurigo is a company that produces software. Masterworks and Essentials are SaaS solutions hosted on Amazon Web Services (AWS) servers. Aurigo's software is not provided as on-premise solutions.

Threat & Vulnerability Management

Aurigo uses Qualys as its vulnerability management tool. The tool scans the environment for vulnerabilities and takes the necessary remediation actions. Aurigo has vulnerability assessments and penetration tests carried out by third-party service providers as part of its annual SOC 2 audit. Also, Aurigo complies with vulnerability remediation timelines defined per NIST 800-53 requirements. Aurigo performs

security testing to identify flaws and weaknesses in its software. Aurigo uses security tools to perform automated code scanning during the Software Development Lifecycle (SDLC) implementation, verification, and release phases. The identified flaws and vulnerabilities are formally tracked and remediated. Aurigo follows all NIST guidance regarding security considerations in software development.

Continual integration of security practices in the SDLC improves the software's security posture and enables:

- Early identification and mitigation of security vulnerabilities
- Awareness of potential software coding changes required security controls
- Identification of shared security services and reuse of security best practices tools

Any outsourced software development follows the same controls and processes. Third-party vendor services and contractual obligations are defined in a Statement of Work (SOW). The SOW includes service level and maintenance agreements, vendor monitoring requirements, terms for contract breaches, issue tracking, and resolutions. Also, Aurigo validates all third-party services using penetration testing based upon the OWASP.

Universal Endpoint Management for any Endpoint Devices

Access to Aurigo's information systems by External Information Systems (the Client's information systems) is limited to:

- **SFTP server access**: SFTP servers documented and governed by an Interconnection Security Agreement (ISA) between Aurigo and the Client are given restricted access. Access is authenticated by user credentials, unique to each Client, and will give access to a specific folder. The access is non-administrative and cannot be abused to leverage any security vulnerability. A safelisted set of IPs restricts access to SFTP. The access only works with the correct credentials from the specific server, secured by encryption in transit.
- **Application access**: Access to the Masterworks and Essentials applications is available for all internet-capable devices. Only the landing/welcome page is accessible initially, where the user must provide their login credentials. Only authorized users with valid credentials can access the rest of the application functionality.
- **API access**: Aurigo gives API endpoint connectivity to the Client's External Information Systems. The following security features are implemented for API endpoints:
  - Transport Confidentiality
  - Server Authentication
  - User Authentication
  - Transport Encoding
  - Message Integrity using TLS v1.2
  - Message Confidentiality (encryption on transit)
  - Authorization
  - Endpoint Security Profile
  - Virus Protection
  - Message Size

All connections to external systems must comply with industry-standard policies for the security of data and information systems. External connections are granted the least access privileges. Business needs for connectivity are constantly monitored and justified to avoid misuse.

4.4 Safety

Describe your company's safety program.

Aurigo produces capital planning, construction project management, and related SaaS software for Clients in the public sector. It is not a manufacturer of physical goods and is not a construction company. Therefore, Aurigo's safety program aligns with OSHA's guidelines for health and safety in office environments.

Indicate number of lost hours or other benchmarks to verify your company's effectiveness of their safety record.

Aurigo has not had a workplace safety claim in its twenty-year history.

Green Initiatives (if applicable): As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

Not Applicable. Masterworks and Essentials are SaaS software hosted in the Cloud. Aurigo has no published green initiatives because it is not involved in manufacturing or construction.

Anti-Discrimination Policy (if applicable): Describe your organizations' anti-discrimination policy.

Aurigo's anti-discrimination, diversity, inclusion, and anti-harassment policies from its Employee Handbook:

Equal Opportunities, Diversity, and Inclusion: We all share a passion for success that extends across all borders and characteristics. Aurigo's Clients, business partners, and colleagues come from various backgrounds and cultures. The strong relationships we build are based on trust and mutual respect. Aurigo never allows differences to divide it. Sharing a diversity of opinions and ideas helps Aurigo perform at its optimal level, meet and exceed its Clients' needs, and become a better, stronger company. To support a diverse workplace and leverage the effects of diversity to achieve a competitive business advantage, Aurigo provides equal employment and advancement opportunities to all individuals. Employment decisions at Aurigo are based on merit, qualifications, and abilities. Aurigo does not discriminate in employment opportunities or practices based on race, color, religion, gender, age, veteran status, national origin, genetic origin, sexual orientation, or any other characteristic protected by applicable law. Aurigo will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship. Anyone engaging in unlawful discrimination of any of the above will be subject to disciplinary action, including termination of employment.

Prevention of Employee Harassment: Aurigo's philosophy is to be a professional organization, encouraging the growth of individuals irrespective of gender, religion, caste, or community. Aurigo endeavors to ensure a safe, secure, and congenial work environment so employees can deliver their best without inhibition. Through all its policies, Aurigo seeks to ensure that both genders have equal opportunities and that no preferential or discriminatory treatment is meted out to anyone based on gender.

Vendor Certifications (if applicable): Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any

Aurigo is committed to providing its clients with a highly secure and reliable environment. Aurigo uses proven best-in-class security tools, technologies, practices, and procedures to achieve this.

- **StateRAMP Ready:** StateRAMP's mission is to promote cybersecurity best practices through education, advocacy, and policy development to support its members and improve the cyber posture of state and local governments and the citizens they serve. Aurigo offers the first StateRAMP-ready solutions for capital planning and project management in America. Masterworks and Essentials are now available on the "StateRAMP Ready" Authorized Vendor List, verifying security compliance and risk mitigation best practices for 'Public Agencies' Capital Infrastructure Programs.

- **FedRAMP Ready:** Masterworks and Essentials have been designated with "FedRAMP Ready" status. This government-wide compliance program provides a standardized approach to security assessment, authorization, and continuous monitoring for cloud products and services. Masterworks and Essentials are available on the FedRAMP marketplace here: Federal Risk and Authorization Management Program (FedRAMP) marketplace

- **ISO 22301:2019 Certified:** Aurigo has successfully completed ISO 22301:2019, s*ecurity and resilience – business continuity management systems* certification.

- **SOC 2 Type II (SSAE 18) certified:** Aurigo has successfully completed a Service Organization Controls 2 (SOC 2) Type II audit with a third-party evaluator certified by The American Institute of CPAs (AICPA). This audit uses the Trust Services Principles, published by the AICPA, to evaluate the effectiveness of a service organization's controls for security, availability, processing integrity, online privacy, and confidentiality. More information on SOC 2 reports can be found here.

- **NIST 800-53 (Rev. 4) Moderate Baseline compliant:** Masterworks and Essentials systems are NIST 800-53 Moderate (Rev. 4) baseline compliant. More details about NIST 800-53 (Rev. 4) standard is available here.

- **Hosting Environment and Physical Security:** Masterworks and Essentials are hosted on Amazon Web Services (AWS) public cloud infrastructure. Amazon maintains high standards of security for its data centers. More information about AWS' security can be found at aws.amazon.com/security/

- **Network and Data Security:** The Masterworks and Essentials sites are only accessible over HTTPS. Traffic over HTTPS is encrypted and is protected from interception by unauthorized third parties. Aurigo follows current best practices for security, including the use of strong encryption algorithms. In essence, all Client data is encrypted in transit and at rest.

- **MBE Certified:** Aurigo Software Technologies, Inc. has been certified by the North Central Texas Regional Certification Agency (NCTRCA) as a Minority Business Enterprise (MBE) - Certification No. PMMB69400N0723.

Attached on the following three (3) pages are Aurigo's MBE, ISO 22301:2019, and SOC 2 Type II (SSAE 18) certification documents.

NCTRCA
North Central Texas Regional Certification Agency

Minority Business Enterprise (MBE)
Aurigo Software Technologies Inc

Aurigo Software Technologies Inc

has filed with the Agency an Affidavit as defined by NCTRCA Minority Business Enterprise (MBE) Policies & Procedures and is hereby certified to provide service(s) in the following areas:

NAICS 511210: APPLICATIONS SOFTWARE, COMPUTER, PACKAGED
NAICS 541511: COMPUTER PROGRAMMING SERVICES, CUSTOM

This Certification commences July 23, 2021 and supersedes any registration or listing previously issued. This certification must be updated every two years by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Certification Expiration: July 31, 2023
Issued Date: July 23, 2021
CERTIFICATION NO. PMMB69400N0723

Evicia Mitchell

_____
Certification Administrator

Certificate of Registration

BUSINESS CONTINUITY MANAGEMENT SYSTEM - ISO 22301:2019

This is to certify that:

Aurigo Software Technologies, Inc.
12515 Research Blvd.
Building 7, Suite 300
Austin
Texas
78759
USA

Holds Certificate Number: BCMS 726403

and operates a Business Continuity Management System which complies with the requirements of ISO 22301:2019 for the following scope:

The Business Continuity Management System for Masterworks Cloud, Aurigo Essentials and associated services, including the business functions of Cloud Operations, Solutions Engineering, Customer Success, IT, Admin & Facilities from Bangalore (Karnataka, India) and Austin (Texas, USA) locations.

Activities at this Location:
Top Management, Customer Success, IT, Admin & Facilities.
This is only a presentation Certificate.
Details can be referred in legal certificate which is complete.

For and on behalf of BSI:

Andrew Launn, EMEA Systems Certification Director

Original Registration Date: 2020-09-14   Effective Date: 2020-09-14
Latest Revision Date: 2020-09-14   Expiry Date: 2023-09-13

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...making excellence a habit.™

January 18, 2022

Aurigo Software Technologies Inc.
12515 Research Blvd. Building 7
Suite 300
Austin, TX 78759

This letter confirms the successful completion of your SOC 2 Type II audit for the review period January 1, 2021 to December 31, 2021. As stated in the SOC 2 audit report:

In our opinion, in all material respects —

a. *the description presents AURIGO's CPMS software solutions and systems that was designed and implemented throughout the period January 1, 2021 to December 31, 2021 in accordance with the description criteria.*

b. *the controls stated in the description were suitably designed throughout the period January 1, 2021 to December 31, 2021 to provide reasonable assurance that AURIGO's service commitments and system requirements would be achieved based on the applicable trust services criteria, if its controls operated effectively throughout that period, and if the subservice organization and user entities applied the complementary controls assumed in the design of AURIGO's controls throughout that period.*

c. *the controls stated in the description operated effectively throughout the period January 1, 2021 to December 31, 2021 to provide reasonable assurance that AURIGO's service commitments and system requirements were achieved based on the applicable trust services criteria, if complementary subservice organization controls and complementary user entity controls assumed in the design of AURIGO's controls operated effectively throughout that period.*

Please do not hesitate to use this letter to communicate the successful completion of your SOC audit to any third parties.

Sincerely,

The Moore Group, CPA

Tab 5 - Products and Services / Scope

5.1 Warranty

The Proposal should address the following warranty information:

Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.

Depending on the Support Plan chosen by the Client, Aurigo will provide a no-cost warranty lasting between thirty (30) to sixty (60) days after the solution goes into production. The Silver Support Plan provides the Client with a 30-day warranty period, the Gold Support Plan provides a 45-day warranty period, and the Platinum Support Plan provides a 60-day warranty period. The Client can upgrade to a higher-level Support Plan for an additional fee.

Aurigo's Service Level Agreement ("SLA") for Time to Response and Time to Repair will be outlined in the contract with the Client. Aurigo commits to responding to support requests promptly. If an 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 Aurigo will provide an estimate to the Client. In such cases, Aurigo will provide a workaround or advisory instructions (such as the expected time when the fix will be released into production), which will stop the SLA clock for that specific issue. 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 "Time to Repair" accurately, the clock will pause if Aurigo is waiting for Client approval, clarification, or confirmation for corrective change. This applies to all severity levels.

Availability of replacement parts

Not Applicable. Aurigo does not provide its Clients with computer hardware.

Life expectancy of equipment under normal use

Not Applicable. Aurigo does not provide its Clients with computer hardware.

Detailed information as to proposed return policy on all equipment

Not Applicable. Aurigo does not provide its Clients with computer hardware.

5.2 Products

Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects

Masterworks and Essentials are SaaS offerings hosted in the Cloud on AWS servers. They are configured to meet the needs of the Client. Aurigo provides software maintenance and regular product updates. Aurigo invests heavily in its software platforms by providing one major and three minor releases per year. Aurigo's Account Management team will work with the Client to schedule the upgrades. During implementation, the Aurigo Project Manager works closely with the Aurigo Quality Engineering (QE) team to manage any releases during the implementation period. Minor releases, such as security, bugfix, and product enhancements, are tested by the QE team before being rolled into the Client's system for release.

The Aurigo Professional Services team manages all major upgrades. If Aurigo plans to release a major version of Masterworks or Essentials during the implementation period, the Aurigo Project Manager and the Client team will work together to understand the timing of the release and in which phase of the implementation process the release is expected to take place. Aurigo can often get the Client up and running on the latest release without any extra steps during implementation.

After implementation, all security, bugfix, and minor version releases are internally tested first by Aurigo's QE team against each Client implementation. When all defects are resolved, the Aurigo Account Manager or Customer Success Manager will reach out to the designated Client contact person(s) to schedule testing and deployment of the release. In the cases of security or other urgent fixes, the release is scheduled for a time outside of business hours within twenty-four hours of the release being ready. Otherwise, the release is pushed to the UAT environment of the Client, and a changelog is provided so Client testers can verify the new software release functions as intended. Once the Client testers confirm that the release works as expected, the Client and Aurigo schedule when the release will be pushed to production. Clients will at any time be able to opt out of releases. Unsuccessful releases are rolled back to the last known working state.

5.3   Construction

Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

Masterworks and Essentials are coded to protect the system from session hijacking and Cross-Site Scripting (XSS). Aurigo has an internal team that tests the software against the top 20 attacks defined by OWASP. Aurigo regularly performs penetration testing and an annual vulnerability assessment (internal and external) via an independent third party. Aurigo also subjects Masterworks and Essentials to weekly Qualys scans for vulnerability management and remediation. The Cloud Operations team reviews access to Aurigo's internal systems quarterly to ensure only authorized individuals have access to those systems. In partnership with AWS, Aurigo performs a Well-Architected Review annually to identify risks to security and reliability. Finally, Aurigo is certified SSAE18 SOC Type 2 and NIST 800-53 standard compliant annually, ensuring that Aurigo follows industry-standard security best practices.

AWS has certification for compliance with ISO/IEC 27001:2013, 27017:2015, 27018:2019, 27701:2019, 9001:2015, and CSA STAR CCM v3.0.1. AWS supports more security standards and compliance certifications than any other offering, including PCI-DSS, HIPAA/HITECH, FedRAMP, GDPR, FIPS 140-2, and NIST 800-171, helping Clients satisfy compliance requirements for virtually every regulatory agency around the globe.

The following is a list of suggested (but not limited to) Software as a Solution for Infrastructure Projects categories. List all categories along with manufacturer that you are responding with:

Products:

- Digital Software
- Digital Strategy
- Digital Design & Operations
- Digital Solutions Delivery
- Data Analytics and AI

Digital Software:

Masterworks and Essentials are comprehensive enterprise software product suites that automate entire project and capital program lifecycles. Masterworks and Essentials are built on Aurigo's Cloud Platform and provide document management, a robust workflow engine, mobile applications, powerful reporting, and dashboard capabilities. They are the most integration-friendly systems on the market. Masterworks and Essentials have many web service-based APIs that can be utilized to integrate with a Client's other systems.

The Aurigo Masterworks Cloud suite includes three product lines, each with a full set of products that empower cities, counties, states, agencies, and businesses with everything they need to plan, build, and operate their capital projects and assets. Owner agencies can choose between deploying multiple products to automate their entire Capital Delivery Lifecycle or only one or two products bundled to automate a single process.
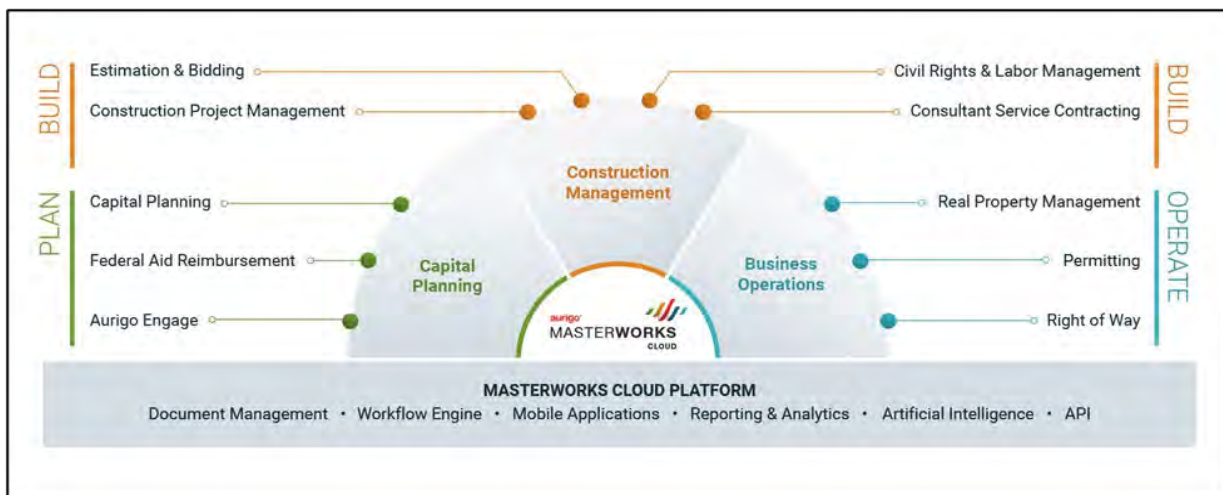

Figure 9: The Masterworks Cloud Platform Product Suite

The Masterworks Cloud Platform Product Suite

Masterworks is provided as a Software-as-a-Service ("SaaS") solution that is hosted on Amazon Web Services ("AWS") servers. Aurigo maintains the relationship with AWS, and the hosting costs are part of the Subscription Fees paid by the Client. The Client's technical administrators will not be responsible for maintaining the hosting environment.

From a performance perspective, Aurigo's AWS environment has multiple scaling abilities. Aurigo uses AWS ELB on top of the web servers at the web layer. Web servers can be added to achieve horizontal scaling, or CPU and memory can be increased as required. Disk space can be expanded on the fly without downtime if scaling is needed on the storage front. Aurigo uses the Microsoft SQL Server Always on High Availability Group in the database layer. If the primary database server fails, the secondary database server comes online automatically within a few seconds. The use of AWS elastic load balancers provides automatic failover in case of a failure in a web server instance.

Aurigo is the top choice for over 300 Clients across North America. Aurigo's deep industry expertise comes from working closely with cities, counties, states, utilities, light rail, transit authorities, airports, and contractors over the past twenty years. Aurigo has helped its Clients successfully plan and deliver over

$300 Billion of capital projects. The major characteristics that differentiate Aurigo's products from its competitors on the market are:

- **A Proven SaaS Solution**: Aurigo Masterworks Cloud can manage all the Client's capital planning, construction projects, and asset maintenance in one unified system. Masterworks has been purpose-built for public agencies and can handle the complexity of large-scale capital projects.
- **100% Cloud Software**: Aurigo's software solutions are built 100 percent in the cloud and can be easily accessed from any mobile device or web browser. Aurigo's products are integration-friendly and can be used out of the box with little to no configuration.
- **Partnership with Autodesk**: Aurigo and Autodesk have joined forces to develop the most comprehensive cloud-based solutions for public and private construction and infrastructure owners. This partnership redefines the construction software landscape for capital management and private development. Masterworks has been integrated with Autodesk Construction Cloud, giving construction and infrastructure owners a single technology platform for design, planning, construction, and operations.
- **A Complete Solution**: The Masterworks Cloud platform enables Clients to expand their use of technology throughout the entire project lifecycle. Masterworks provides a fully integrated Project Management Information System that spans Planning, Real Estate, Design, Engineering, and Operations.
- **Great mobile apps**: The Client's users can access Masterworks from their tablets or cellphones using Aurigo's mobile apps. The mobile apps make it easy for people in the field to access information, manage inspections and make real-time updates no matter where they are. Aurigo's mobile apps will work offline, ensuring the Client's remote teams can make updates and get their work done even when no cell service or internet connection is available.
- **Easily configurable reports and dashboards**: The Client's data stored and managed in the Masterworks database can be viewed and analyzed in easy-to-update reports and dashboards.
- **World-class Security Compliance**: Aurigo Masterworks Cloud is FedRAMP Ready and SSAE18 SOC2 Type 2 certified with security configurations based on NIST 800-53 Rev 4. Aurigo uses FIPS 140-2 compliant encryption and has implemented CIS benchmarks to harden server security.
- **Business Continuity**: Aurigo has a robust Business Continuity Management System (BCMS) in place. Aurigo's BCMS is ISO22301:2019 certified. Only a handful of organizations globally are certified on the latest 2019 ISO standard for BCMS, and Aurigo is among them.

Industry markets served – Digital hosted services supporting the below services as a SaaS product but not limited to:

- Artificial Intelligence and Machine Learning
- Asset Lifecycle Management
- Capital Planning
- Cloud Infrastructure Planning and Migration
- Condition Assessment
- Construction Management
- Data Management
- Digital Twin
- Disaster Preparedness
- Environmental Impact Analyses
- ESG (e.g. carbon management, climate impacts, biodiversity)

- Facility Condition Assessment
- Facility Maintenance
- Facility Operations
- Hydrologic Modeling
- Immersive and Augmented Reality
- IOT and Sensor Data Analytics
- IT Infrastructure Design
- IT Security and Governance
- Land Use Mapping
- Mobility Planning
- Program Management
- Site Selection and Planning
- Stakeholder Engagement
- Sustainability
- Transportation Analytics
- Transportation Electrification
- Urban Planning / Master Planning
- Water Resources & Management

Capital Planning: Masterworks' Capital Planning product combines everything the Client needs for capital planning success: clear strategic priorities, projects, programs, forecasting, what-if analysis, and the ability to communicate and collaborate across all stakeholders easily. Using a single application to automate and manage its entire CIP process from start to finish will save the Client organization time, money, and stress. Aurigo's modern, cloud-based capital planning solution will speed up the Client's program approval, improve collaboration, and deliver effectively, allowing the Client to meet its strategic objectives more quickly.

Aurigo's online Capital Planning product helps cities, counties, states, agencies, and businesses make their capital and maintenance budgets stretch further.

- **Plan with confidence,** knowing that you're working with the latest data and a comprehensive view of strategic priorities, projects, and costs all in one place
- **Put the Client's budget to the best use over the years** with a centralized planning process that takes into account priorities, costs, risks, and impact analysis
- **Understand where the money comes from** for each project with detailed fund sources, allocation, and tracking
- **Perform theoretical forecasting** and run what-if analysis for different scenarios
- **Use project scoring** to determine project ranks
- **De-risk capital projects in advance** with contingency measures that are defined upfront as part of each project or program
- **Predict the fund spending throughout the project lifecycle** with Aurigo's robust forecasting module built specifically for Capital Improvement Program (CIP) owners
- **Make sure the money does not run out** by developing multiyear cash flow analysis and contingency plans that consider the effects of inflation

.

Construction Project Management: Aurigo's Construction Project Management product is the complete solution in the market today. The Construction Project Management product combines everything the Client needs to plan, track, automate, and manage project funds, budgets, labor, equipment, materials, schedules, contracts, inspections, environmental compliance, and risk management in one integrated solution. With Aurigo's Construction Project Management product, the Client can access all the information it needs and adjust plans to ensure optimum resource allocation as a project evolves.

Aurigo's online Construction Project Management product will give the Client everything it needs to manage large construction projects and deliver them on schedule and on budget.

- **Streamline construction project management** with an integrated solution for estimation and bidding, consultant service contracting, right of way, contract management, and civil rights and labor management capabilities
- **Track resource availability and coverage** across projects and make sure resources aren't over-or under-allocated
- **Stay on schedule** with automated workflows and alerts designed to help the Client meet project targets. Organizations that use Masterworks are much less likely to fall behind on their projects.
- **Ensure optimum resource utilization** and make adjustments based on real-time changes as a project evolves
- **Get a bird's-eye view of every project and resource availability over time** with real-time reports and dashboards that give the Client the option to drill down to the most granular detail.
- **Get everyone on the same page** with an up-to-date view of the latest plans, documents, and changes—including internal teams and external s
- **Improve project estimate accuracy** with close collaboration with sub-contractors.
- **Access Aurigo from anywhere** there's an Internet connection. Enable field workers using iPads or tablets to work even when there's no Internet connection. (A lifesaver in remote areas without cell service)
- **Track funds from multiple sources** and allocate them to multiple projects in varying percentages with Aurigo's flexible funds allocation capability.
- **Prevent fund overruns** with built-in validation rules and automated notifications.
- **Be secure, inside and out,** with granular access controls and permissions so users can access only what's necessary. The Client's data will be protected by SSAE 16 Type II Level Encryption – the highest level of security available in the cloud.
- **Integrate Client tools.** Masterworks is set up to communicate seamlessly with programs like ESRI ArcGIS, Microsoft SharePoint, SunGard, JD Edwards, Laserfiche, Peoplesoft, Larson, Kronos, Workday, Primavera, AASHTOWARE, and document management systems.

Program and Project Management: The Capital Project Management product is designed specifically for capital project and infrastructure owners' unique needs. Aurigo combines everything the Client needs to plan, track, automate, and manage program funds, budgets, and schedules in one place. With Aurigo, the Client will never again have disparate data or struggle to understand what's happening across multiple applications or tools. Built-in analytics will allow the Client to easily monitor and combat project delays and cost overruns.

Masterworks' Capital Project Management product will give the Client everything it needs to plan and manage large capital, infrastructure, and maintenance projects.

- **Streamline project budgeting and scheduling** with an integrated solution for capital planning and management of budgets, funds, and schedules
- **Modernize scheduling processes** with a rich capital project management product explicitly designed for the needs of large infrastructure construction and capital projects
- **Get a bird's-eye view of every project and program**, with real-time reports and dashboards that give the Client the option to drill down to the most granular detail
- **Get everyone on the same page** with an up-to-date view of the latest plans, documents, and changes for all internal and external stakeholders
- **Improve project budgeting accuracy** with built-in item cost libraries and historical project budget data
- **Track funds from multiple sources** and allocate them to multiple projects in varying percentages with Aurigo's flexible fund allocation module
- **Control costs** with increased visibility into every phase of every project. Put an end to delays, errors, and budget blowouts in capital projects
- **Prevent fund overruns** with built-in validation rules that keep projects in check
- **Integration with Client systems.** Masterworks can communicate seamlessly with programs like ESRI ArcGIS, Microsoft SharePoint, Laserfiche, Peoplesoft, Kronos, Workday, Primavera, AASHTOWARE, and document management systems

Right-of-Way and Land Management: The Right of Way (ROW) product enables Clients to manage the end-to-end parcel acquisition process, leverage boundaries via ARC GIS, automate the appraisal and agreement processes, and analyze inventory, leases, and improvement costs. The Client's right of way and land acquisition teams can use the ROW product when getting ready to build a new highway, extend utility lines, or build a new pipeline. Getting access to the land you need is always contentious. Whether you need just 300 feet of land or 300 parcels, acquiring the land you need is never a simple process. Losing track of paperwork, necessary signatures, or negotiation status just makes it more cumbersome. The Masterworks Right-of-Way and Land Management products will help the Client manage the end-to-end parcel acquisition process. Starting with surveys and visually mapping each parcel using ESRI ArcGIS and continuing through acquisition by deeds, easements, or eminent domain. The Right-of-Way and Land Management product will also help with regulatory compliance.

Masterworks' Right of Way product will give the Client everything it needs for data-driven and geo-located planning of the Right right-of-way land acquisitions.

- **Clearly define project boundaries** with geo-tagging and land mapping using ESRI ArcGIS
- **Track details of all public meetings and hearings centrally** so the Client will have a clear and reliable record of its public outreach program
- **Streamline environmental clearance** with automated notifications and the ability to integrate with environmental compliance systems
- **Track approvals** with a clear audit trail of every revision and final approval
- **Eliminate paper forms with mobile apps for surveys and land appraisals**, including tracking details of any features on the land
- **Avoid complicated paper trails** with configurable templates to create leases and legal documents and maintain approvals digitally using DocuSign
- **Assign an appraised value for each parcel of land** the Client needs to acquire for each project

- **Manage the complex process of acquiring land** through deeds, easements, eminent domain, and multiple offers and counter offers
- **Obtain necessary approvals** and guarantees so the Client never loses a signoff
- **Manage complex and iterative negotiations with landowners** while keeping track of every detail for full legal compliance
- **Manage payments to owners** and automate financial tracking with integration to the Client's existing financial and payment systems
- **Manage relocation services** using configurable templates, digital approvals, and signatures
- **Easily analyze hold, lease, and improvement costs** with real-time dashboards and reports

Data Management: Masterworks and Essentials can be used to replace laborious, paper-based contract administration activities; and deploy electronic field data management. All contract documents such as tenders, items list, quantities, drawings, etc., are loaded electronically into Project. All the projects are mobile-enabled, which means users can record activities onsite. For example, when performing a site condition survey, users can create the record, enter notes, take pictures or videos, and attach such information to the record providing a baseline to compare after the work is done. This transformation is helping Aurigo's Clients to streamline the automation of processes and eliminate redundancies arising from multiple entries and sources of data.

Facility Maintenance Management: Facilities Management is typically a form or set of forms and the associated workflows to communicate and track requests. The requirements vary greatly based on existing systems and Client-specific business requirements. Masterworks provides the ability to configure an electronic form and workflow to track, communicate, and manage the temporary use of buildings and facilities. This business process will be configured utilizing the Masterworks Form and Workflow engines as part of the implementation. Users can be provided access to Masterworks by the Client's System Administrator to receive and acknowledge any changes. The form and workflow will utilize Masterworks standard out-of-the-box configuration functionality without requiring customization effort. The requirements will be reviewed and documented as part of the implementation during Business Process Management (BPM) sessions. While Masterworks provides the tools and reports to manage this, additional discussions are required to define the associated scope.

Land Use Mapping With Arc GIS: Aurigo Masterworks Cloud comes with default GIS configurations that allow the creation of geo-tagged objects for project locations, current project issues, risks, etc. The consolidated project locations can be viewed at the enterprise level. The GIS search functionality can be enhanced to search by coordinates. All project locations can be viewed together in an enterprise map viewer. The consolidated project locations can be viewed at the enterprise level. Masterworks can integrate with the ESRI ArcGIS platform.

Tab 6 - References

Provide at least ten (10) customer references for products and/or services of similar scope dating within the past three (3) years. Please provide a range of references across all eligible government entity groups including K-12, higher education, city, county, or non-profit entities.

All references should include the following information from the entity:

- Entity Name
- Contact Name and Title
- City and State
- Phone
- Years Serviced
- Description of Services Annual Volume

NCPA also accepts Procurated review scores to evaluate relationships with their customers. Vendors without a current Procurated score will be rated based solely on the references provided, and will not be penalized for lack of Procurated scoring. To find out your company's Procurated score please go to https://www.procurated.com.

Tab 7 - Pricing

Please submit the price list electronically via our online Bonfire portal (pricing can be submitted as a Discount off MSRP, cost plus, etc). Products, services, warranties, etc. should be included in the price list. Prices submitted will be used to establish the extent of a respondent's products and services (Tab 5) that are available and also establish pricing per item.

Price lists must contain the following:

Product name and part number (include both the manufacturer part number and respondent part number if different from manufacturer)

- Description
- Vendor's List Price
- Percent Discount to NCPA participating entities.

Not To Exceed Pricing:

NCPA requests pricing be submitted as "not to exceed pricing" for any participating entity.

The awarded vendor can adjust the submitted pricing lower but cannot exceed the original pricing submitted for solicitation.

NCPA requests that the vendor honor lower pricing for similar size and scope purchases to other members.

Discount Off Pricing Schedule:

Provide a Discounts Off Schedule for each product being offered.

Pricing Template

Aurigo's Price List has been submitted as a separate Excel spreadsheet in the file named **Aurigo Price List for RFP 30-22 for Infrastructure Projects Software as Solution.xlsx**

Tab 8 - Value Added Products and Services

Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

Aurigo has an extensive set of products it offers on its Masterworks Cloud platform. The following is additional information about the products Aurigo offers to its Clients.

Aurigo Masterworks Capital Planning and Portfolio Management Product Line

Aurigo Masterworks is the industry's leading capital program and project management solution. Its software automates every phase of the capital planning, prioritization, and management lifecycles and can be used by internal and external stakeholders. Aurigo Masterworks cuts the cost of planning and managing capital improvement programs by giving stakeholders an integrated solution that makes everyone more efficient. The Aurigo Capital Planning & Project Management product line helps the Client prioritize, plan and track its major infrastructure and capital investments in one integrated solution.

Aurigo Capital Planning Product

The Aurigo Masterworks' Capital Planning product brings together everything the Client needs for capital planning success: clear strategic priorities, projects, programs, forecasting, what-if analysis, and the ability to communicate and collaborate across all stakeholders easily. It helps cities, counties, states, agencies, and businesses stretch their capital and maintenance budgets further.

Aurigo Federal Aid Reimbursement Product

Aurigo's Federal Aid Reimbursement product has everything transportation agencies need to track all the required data and accelerate reimbursements. The product helps Clients reconcile their FHWA billing and eliminate un-recoverable reimbursements. It is a unique, first-of-its-kind product that integrates directly with FMIS 5 to eliminate manual processes, automate the obligation process, and accelerate the billing/reimbursement process.

Aurigo Engage

Aurigo Engage is an all-in-one secure cloud software solution designed to help public agencies streamline public involvement during capital planning. Engage helps agencies build a capital plan that meets the public's needs. It is designed to collect feedback early in the capital planning process. It uses cutting-edge Sentiment Analysis and Emotion AI to review every comment – instantly cataloging each comment and measuring the sentiment of each person who participates.

Aurigo Masterworks Full Lifecycle Construction Management Product Line

The Aurigo Full Lifecycle Construction Management product line helps Clients manage every phase, consultant, contractor, contract, and payment for each capital and infrastructure project in one integrated solution. The solutions in the product line can handle the entire end-to-end process – from creating estimates, soliciting bids, selecting consultants, awarding bids, acquiring land, managing resources, delivering large-scale projects, and tracking civil rights and labor management requirements.

Aurigo Construction Project Management Product

Aurigo's Construction Project Management product is the most complete solution on the market today. It brings together everything a Client needs to plan, track, automate, and manage project funds, budgets,

labor, equipment, materials, schedules, contracts, inspections, environmental compliance, and risk management in one integrated solution. Clients will have all the information they need in one solution, and they can adjust plans to ensure optimum resource allocation as the projects evolve.

Aurigo Estimation and Bidding Product

Aurigo's Estimation and Bidding product will give a Client's engineers the tools, context, and predictive price data to quickly create accurate estimates. The product takes the hassle out of the entire pre-award project phase so that Clients can set up their construction projects for success.

Aurigo Consultant Service Contracting Product

Aurigo's Consultant Service Contracting Product helps Clients implement and manage agency-wide strategic sourcing and e-contracting programs and centrally manages all the repeated services required across complex projects. The product allows Clients to manage all their contracts in one system, streamlining the project contractor selection process, enabling online negotiations, and automating the award process. It simplifies the process to appropriately scope complex service needs, run a transparent solicitation process, negotiate online with the selected consultant, define and manage all contract details, and initiate and authorize work orders.

Aurigo Civil Rights & Labor Management Product

Aurigo's Civil Rights & Labor Management product streamlines the Client's end-to-end Disadvantaged Business Enterprise (DBE) Program. It gives the Civil Rights Assessment teams a centralized view of DBE progress and actuals for every project. The product helps the Client ensure each project adheres to the established DBE goals and commitments. It also assists the Client in clearly defining goals, carefully tracking and measuring actuals, and federal reporting.

Aurigo Masterworks Business Operations Product Line

The Aurigo Business Operations product line helps cities, counties, and states run the day-to-day business of permitting, right of way, and real property management in a modern, integrated system.

Aurigo's Permit Management Product

Aurigo's Permitting product helps teams in cities, counties, states, and public agencies collect better data and streamline the permitting process. The product can be used for managing permits for water use, airways, driveways, special events, or construction projects for commercial or residential buildings. Each type of permit can be different, with unique information required and different teams responsible for approvals and oversight. The Permitting product reduces the possibility of incomplete data, lost forms, and slow response rates that frustrate everyone involved, including the Client's constituents.

Aurigo's Right of Way Product

Aurigo's Right of Way product helps cities, counties, states, and public agencies manage the end-to-end parcel acquisition process. The product helps Clients with regulatory compliance starting with surveys and visually mapping each parcel using ESRI ArcGIS, all the way through acquisition by deeds, easements, or eminent domain. It eliminates paper forms with online templates to create leases and other legal documents, enables working from the field with the Masterworks Mobile app, tracks every workflow and approval, and simplifies reporting on FWHA compliance, environmental clearance requirements, compensation payments, and project impact analysis.

Aurigo's Real Property Management Product

Aurigo's Real Property Management helps real property teams in cities, counties, states, and public agencies manage their portfolios end-to-end. The product gives the Client everything it needs to manage real property inventory, maintenance, improvements, leasing, and dispositions in one solution. It allows real property teams to avoid paper contracts and reduce waste by eliminating the manual compilation of data from multiple spreadsheets, legal documents, and legacy systems. The Client can digitally publish contracts, leases, dispositions, and other critical documents to those teams and individuals that need them.

Tab 9 - Required Documents

The acknowledged and signed <u>Federal Funds Certifications</u>, <u>Clean Air and Water Act & Debarment Notice</u>, <u>Contractor Requirements</u>, and <u>Antitrust Certification Statements (Tex. Government Code § 2155.005)</u> documents are attached on the following eight (8) pages.

Aurigo takes no exception to the terms found in the <u>Required Clauses for Federal Assistance provided by FTA</u> or the <u>State Notice Addendum</u> under Tab 9 of the RFP.

Federal Funds Certifications

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

- Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency and Offeror reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

- Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions
- Any Participating Agency will include any current and applicable prevailing wage determination in each issued solicitation and provide Offeror with any required documentation and/or forms that must be completed by Offeror to remain in compliance the applicable Davis-Bacon Act provisions.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants,

Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

- Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended   Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above

(H) Debarment and Suspension (Executive Orders 12549 and 12689)   A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)   Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in

compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- o No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- o If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- o The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and all subrecipients shall certify and disclose accordingly.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Participating Agencies will clearly identify whether Buy America Provisions apply in any issued solicitation. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

CERTIFICATION OF ACCESS TO RECORDS

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any non-financial documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents. This right of access will last only as long as the records are retained.

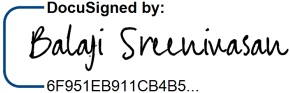## CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted in the pages above.   It is further acknowledged that offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances as applicable.

Offeror: Aurigo Software Technologies, Inc.

Address: 12515-7 Research Blvd., Suite 300

City, State, Zip: Austin, TX 78759

Authorized Signature: *Balaji Sreenivasan*   Balaji Sreenivasan, CEO
DocuSigned by:
6F951EB911CB4B5...

Date: 07/20/2022

Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor	Aurigo Software Technologies, Inc.
Print Name	Balaji Sreenivasan, CEO
Address	12515-7 Research Blvd., Suite 300
City, Sate, Zip	Austin, TX 78759
Authorized signature	*Balaji Sreenivasan*
	DocuSigned by: —6F951EB911CB4B5...
Date	07/20/2022

<u>Contractor Requirements</u>

Contractor Certification
Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statues of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature ___*Balaji Sreenivasan*___ (DocuSigned by, 6F951EB911CB4B5...)   Balaji Sreenivasan, CEO

Date ___07/20/2022___

Antitrust Certification Statements (Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name	Aurigo Software Technologies, Inc.
Address	12515-7 Research Blvd., Suite 300
City/State/Zip	Austin, TX 78759
Telephone No.	512-212-4999
Fax No.	
Email address	proposals@aurigo.com
Printed name	Balaji Sreenivasan
Position with company	Chief Executive Officer
Authorized signature	DocuSigned by: Balaji Sreenivasan 6F951EB911CB4B5...