



Jackson County, MO

RFP No. 53-22 for Collections Tax Software

May 27, 2022



AumentumTM
TECHNOLOGIES

The Future of Appraisal & Property Tax



May 27, 2022

Jackson County Purchasing Department
415 E 12th St, Room G1
112 W Lexington Ave
Kansas City, MO 64106

To the RFP Evaluation Committee:

On behalf of Aumentum Technologies, we would like to thank Jackson County for the opportunity to respond to the County's RFP for Financial Collection and Distribution Software. As the County's current tax collection software vendor, we look forward to continuing what has been a successful partnership for many years with the enclosed software upgrade proposal.

The Aumentum team understands that finding a state-of-the-art, fully integrated COTS solution is critical to Jackson County. Our proposed upgrade to Aumentum Platform takes advantage of our unique position as the sole support vendor of Ascend and leverages our vast experience in migrating counties from aging client-server applications to modern, browser-based solutions. Migrating to Aumentum Platform gives Jackson County the opportunity to take advantage of the most innovative web-based property tax collection COTS solution on the market.

Deployed in the Cloud or on-premises, Aumentum Platform features robust reporting capabilities and utilizes the best in workflow management and third-party integrations, allowing the County to utilize industry-leading analytics tools such as Microsoft's PowerBI and ESRI's ArcGIS Insights.

We are proposing a 12-month implementation schedule that takes advantage of our years of experience implementing Aumentum and converting from aging applications so the County can feel assured that this project will be completed on time and on budget. Our proposal also includes 90 days of post-go-live support from our implementation team to ensure successful adoption of the Aumentum Platform.

Our innovative software delivery methodology ensures that the latest version of Aumentum Platform will always be available to the County and features extensive performance testing, quality assurance, and new automated procedures that allow test cases to run automatically and schedule release updates based on the County's preferred schedule.

Aumentum Platform will provide Jackson County with a reliable, configurable, and modern application architecture that will streamline your current workload and leverage state-of-the-art platform and role-based security, ultimately allowing Aumentum Technologies and the County to collaboratively enhance your workflows, assess and mitigate risk, and carry you into the future as the County grows and technology continues to evolve.

To summarize our proposal for the County, we are offering:



Highly Configurable COTS Solution

Aumentum is a comprehensive Revenue Billing and Collection solution to handle the complex Taxation and Public Access functionality Jackson County requires, including an integrated Tax Sale module.



Continuous Innovation and Development

Constantly working to innovate and improve our solutions, Aumentum Technologies offers unique and transformative solutions such as Aumentum Marketplace and useful integrations to industry-leading analytics tools such as Microsoft's Power BI and ESRI's ArcGIS Insights.



Commitment to Your Success

Our project resources will work hand-in-hand with Jackson County to ensure a smooth migration to the Aumentum Platform but will also be available to you as you complete key annual process for the first time post-go-live.



Data Conversion Expertise

Aumentum Technologies will run the data conversion process to mitigate risk and ensure a smooth migration to the Aumentum Platform, letting our experts that developed and support your current applications handle the data conversion.

We're excited to continue our partnership with Jackson County throughout this proposed upgrade and are fully committed to your success and confident in our ability to deliver the highest quality solution to meet your long-term goals. We appreciate your consideration and look forward to next steps.

If you need any additional information as you consider your options, please contact Sonny Sagar, Sales Executive, at Sonny.Sagar@AumentumTech.com or 785-623-0970.

Respectfully submitted,



Ann Kurz
Vice President, Sales and Marketing



Scot Crismon
Executive Vice President

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Jackson County, MO

REQUEST FOR PROPOSAL NO. 53-22 FOR COLLECTIONS TAX SOFTWARE

Section 1 – Proposal Forms

All forms contained in the Request for Proposal, filled out signed and notarized where necessary.

We have included the completed proposal forms on the following pages.

AFFIDAVIT

STATE OF Missouri)
) SS.
COUNTY OF Jackson)

County of _____ of the city of _____
State of _____ being duly sworn on her or his oath, deposes and says,

1. That I am the VP, Sales & Marketing (Title of Affiant) of Aumentum Technologies (Name of Bidder) and have been authorized by said Bidder to make this Affidavit upon my best information and belief, after reasonable inquiry as to the representations herein.
2. No Officer, Agent or Employee of Jackson County, Missouri is financially interested directly or indirectly what Bidder is offering to sell to the County pursuant to this Invitation (though no representation is made regarding potential ownership of publicly traded stock of bidder).
3. If Bidder were awarded any contract, job, work or service for Jackson County, Missouri, no Officer, Agent or Employee of the County would be interested in or receive any benefit from the profit or emolument of such.
4. Either Bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri and is not delinquent in the payment of any taxes due to the County or Bidder did not have on December 31, 2021, any property subject to taxation by the County and if bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri, bidder agrees to permit an audit of its records, if requested by the Jackson County Director of Assessment, as they relate to the assessment of Business Personal Property.
5. Bidder has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to the Invitation.
6. Bidder certifies and warrants that Bidder or Bidder's firm/organization is not listed on the General Services Administration's Report of Debarred and/or Suspended Parties, or the State of Missouri and City of Kansas City, Missouri Debarment List.
7. Bidder certifies and affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.
8. Bidder certifies and affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Aumentum Technologies (Name of Bidder)

By: Ann Kurz *[Signature]* (Signature of Affiant)

VP, Sales & Marketing (Title of Affiant)

Subscribed and sworn to before me this 10th day of May, 2022

NOTARY PUBLIC in and for the County of _____ (SEAL)

State of _____

My Commission Expires: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.



STATE OF CALIFORNIA COUNTY OF Ventura
Subscribed and sworn to (or affirmed) before me on this 10 day of May, 2022 by Ann Kurz,
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

[Signature]
(Signature of Notary)

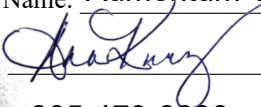
STATEMENT OF NO BID

TO: Jackson County Purchasing Department
Jackson County Courthouse
415 East 12th Street, Room G1
Kansas City, MO 64106

We, the undersigned, have declined to submit a bid in response to this Invitation to Bid for the following reasons(s):

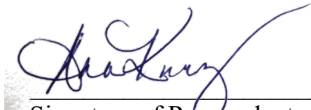
- Specifications too "tight", i.e., geared toward one brand or supplier.
- Insufficient time to respond to the bid.
- We do not offer this product or service.
- Our schedule would not permit us to perform.
- We are unable to meet specifications.
- We are unable to meet bond requirements.
- Specifications are not clear (explain).
- We are unable to meet insurance requirements.
- Remove us from your list for this commodity or service.
- Other (explain). _____

REMARKS Not applicable. We are submitting a bid.

Company Name: Aumentum Technologies
Signature: 
Telephone: 805-479-3099 (Sonny Sagar)
Date: May 27, 2022

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned acknowledges receipt of Addenda through and including numbers 2 and that this Bid is submitted in accordance with information, instructions, and stipulations set forth therein.



Signature of Respondent

5/27/2022
Date

Aumentum Technologies
Company Name

2429 Military Road Suite 300
Address

Niagara Falls, NY 14304
City, State, and Zip

785-623-0970
Phone

EXHIBIT F

BIDDER'S EXCEPTIONS
TO
SPECIFICATIONS
OF

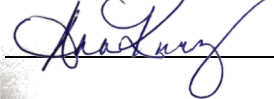
JACKSON COUNTY, MISSOURI REQUEST FOR PROPOSAL NO. 53-22

Respondent's attention is directed to Paragraph 4 of the General Conditions of this Invitation to Bid. **READ THIS PARAGRAPH CAREFULLY.**

The following exceptions to the Specifications of Request for Proposal No.40-22 are requested by the undersigned Respondent: (Use additional pages as necessary.)

REFERENCE PARA # & PAGE #	EXCEPTION REQUESTED
Section 8.4., Page 8	Aumentum Technologies anticipates that the final agreement shall be based on the County's RFP, our response, the County's Sample Agreement, and potentially based on our standard terms and/or industry norm standard agreements for software licensing, maintenance, and implementation / professional services requirements. The final agreement between Aumentum Technologies and the County should include provisions typically seen in software agreements, including: limitation of liability (which will be at one (1) times fees paid under the contract(s)), and shall not include damages related to indirect, consequential, special or aggravated), warranty, license use and restrictions (such as copying restrictions, User restrictions and reverse engineering type restrictions), mutually acceptable acceptance terms, payment terms (including the use of milestones for payment and license fees paid up front), maintenance terms, approved Statements of Work, and other provisions typical in software license/support/service agreements and that the absence of any clauses in County's RFP will not affect our ability to negotiate such clauses and to modify the standard contract as needed.

Name of Firm: Aumentum Technologies

Signature of Bidder:  _____



OFFICE OF THE COUNTY AUDITOR
COMPLIANCE REVIEW OFFICE
 415 E 12TH STREET, 2ND FLOOR
 KANSAS CITY, MISSOURI 64106

(816) 881-3302
 FAX (816) 881-3340
 CRO@JACKSONGOV.ORG
 WWW.JACKSONGOV.ORG/AUDITOR

JACKSON COUNTY, MISSOURI
CONTRACTOR UTILIZATION PLAN

Bid/RFP/RFQ Number: 53-22
Bid/RFP/RFQ Title: Tax Software for Collections
Contracting Department: Collections
Respondent: _____

I, Ann Kurz, of lawful age and upon my oath state as follows:

1. This Affidavit is made for the purpose of complying with the provisions of the MBE/WBE/VBE submittal requirements on the above Bid/RFP/RFQ and the MBE/WBE/VBE Program and is given on behalf of the Respondent listed above. It sets out the Respondent's plan to utilize MBE and/or WBE and/or VBE prime and subcontractors on the awarded contract.

The goals set by Jackson County, Missouri are:

0 % MBE % WBE % VBE

2. Bidder stipulates that it will utilize a minimum of the following percentages of MBE/WBE/VBE participation in the above bid:

0 % MBE 0 % WBE 0 % VBE

3. The following are the MBE/WBE/VBE Contractors to be utilized on the above-named solicitation. **Respondent maintains that it either has a formal contract or a conditional contract contingent upon award.**

Please note:

- a. If Bidder is a certified MBE, WBE, or VBE firm, it may list itself in the appropriate area below.
- b. No contractor may be listed under multiple categories below regardless of certifications.

INTERNAL USE ONLY	
CUP RECEIVED: _____	CUP APPROVED: _____
GFE RECEIVED: _____	GFE APPROVED: _____
CUP REVISED: _____	REVISION APPROVED: _____
APPROVED GOALS: _____ MBE _____ WBE _____ VBE	
RES/ORD: _____	AMT AWARDED: _____
NOTES:	

MBE SUBCONTRACTORS

Add Additional Pages as Necessary

Description

Bidder Response

A.	MBE Firm:		INTERNAL USE ONLY
	Address line 1:		
	Address line 2-include County:		
	Telephone Number:		
	President/Owner:		
	Email Address:		
	Certifying Agency		
	Expiration Date of Certification:		
	Scopes of Work Utilized:		
	Percentage of Contract Awarded:		
			Certifying Agency: _____ KCMO _____ State of MO
			Approved: Y N
			Sub A Contract Value: \$

B.	MBE Firm:		INTERNAL USE ONLY
	Address line 1:		
	Address line 2-include County:		
	Telephone Number:		
	President/Owner:		
	Email Address:		
	Certifying Agency		
	Expiration Date of Certification:		
	Scopes of Work Utilized:		
	Percentage of Contract Awarded:		
			Certifying Agency: _____ KCMO _____ State of MO
			Approved: Y N
			Sub B Contract Value: \$

C.	MBE Firm:		INTERNAL USE ONLY
	Address line 1:		
	Address line 2-include County:		
	Telephone Number:		
	President/Owner:		
	Email Address:		
	Certifying Agency		
	Expiration Date of Certification:		
	Scopes of Work Utilized:		
	Percentage of Contract Awarded:		
			Certifying Agency: _____ KCMO _____ State of MO
			Approved: Y N
			Sub C Contract Value: \$
		TOTAL MBE VALUE	\$

Add Additional Pages as Necessary

Description

Bidder Response

A:	VBE Firm:		INTERNAL USE ONLY
	Address line 1:		
	Address line 2-include County:		
	Telephone Number:		
	President/Owner:		
	Email Address:		
	Certifying Agency		
	Expiration Date of Certification:		
	Scopes of Work Utilized:		
	Percentage of Contract Awarded:		

B:	VBE Firm:		INTERNAL USE ONLY
	Address line 1:		
	Address line 2-include County:		
	Telephone Number:		
	President/Owner:		
	Email Address:		
	Certifying Agency		
	Expiration Date of Certification:		
	Scopes of Work Utilized:		
	Percentage of Contract Awarded:		

C:	VBE Firm:		INTERNAL USE ONLY
	Address line 1:		
	Address line 2-include County:		
	Telephone Number:		
	President/Owner:		
	Email Address:		
	Certifying Agency		
	Expiration Date of Certification:		
	Scopes of Work Utilized:		
	Percentage of Contract Awarded:		
	TOTAL VBE VALUE	\$	

VBE SUBCONTRACTORS

Add Additional Pages as Necessary

ACKNOWLEDGMENT

Respondent acknowledges that it is responsible for considering the effect that any change order and/or amendments changing the total contract amount may have on its ability to meet or exceed the subcontractor participation goals.

Good Faith Effort:

Respondent further acknowledges that it is responsible for submitting a **Good Faith Effort Form** if it will be unable to meet the participation goals. A **Good Faith Effort Form** documents the efforts a respondent puts forth to achieve the MBE and/or WBE and/or VBE goals on a project. **Simply stating that goals cannot be met is not considered sufficient.**

Contractor Modification Form:

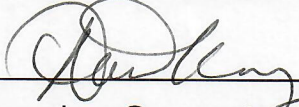
If, at any point during the life of the awarded contract, the contractor needs to substitute an approved subcontractor a **Contractor Modification Form** must be submitted to the Compliance Review Office.

Any Good Faith Effort or Contractor Modification Form must be approved by the Compliance Review Office.

Contact the Compliance Review Office for assistance or to request forms.

I hereby certify that I am authorized to make this Affidavit on behalf of the Respondent named below and who shall abide by the terms set forth herein. I acknowledge that the assigned values determined by this CUP shall be enforceable under the contract terms and conditions.

Respondent Primary Contact: Ann Kurz



Title: VP, Sales & Marketing

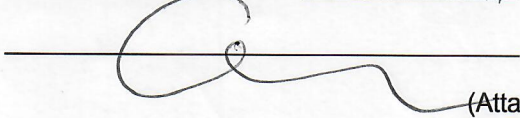
Email: ann.kurz@augmentumtech.com

Date: May 9, 2022

Phone: 805-479-3099

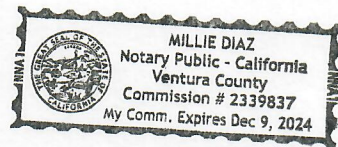
Subscribed and sworn to before me this 10 day of May, 2022

My Commission Expires: Dec. 09, 2024



Notary Public

(Attach corporate seal if applicable)



For questions on this form please contact:

Compliance Review Office
816-881-3302
CRO@jacksongov.org

1.0 INTRODUCTION

- 1.1** Jackson County, Missouri is seeking proposals from qualified Respondents to provide a turn-key, commercial, off-the-shelf Financial Collection and Distribution Software with an emphasis in property taxes for the Jackson County, Missouri Collections Department.
- 1.2** The proposed software will replace the existing applications used by Jackson County to maintain real property and individual and business personal property taxation records in addition to other non-tax related and non-account specific charges.
- 1.3** The proposed software will provide a robust interface for taxpayers and staff.
- 1.4** The proposed software will allow the County to consolidate, as much as possible, all required functions into a single, state-of-the-art application using current technologies to support the following objectives:
 - 1.4.1** Flexibility to maintain and meet ever-changing business needs and statutory requirements;
 - 1.4.2** Increased operational efficiencies through a well-structured workflow;
 - 1.4.3** Ability to calculate and generate tax bills, tax notices and/or letters, and tax receipts;
 - 1.4.4** Ability to calculate and collect non-tax and non-account specific charges;
 - 1.4.5** Enhanced access to data and increased self-service capabilities for taxpayers;
 - 1.4.6** Increased ability to monitor and manage workload balance;
 - 1.4.7** Ability for a greater level of user-enabled custom reporting and data analytics;
 - 1.4.8** Ongoing support with predictable and manageable annual costs.
- 1.5** This will be a one-time purchase with annual service and/or maintenance agreements
- 1.6** Submission of Bids: Bids must be submitted on-line through the Bonfire Portal at <http://jacksongov.bonfirehub.com> . Bids submitted by any other method will not be accepted.

2.0 BACKGROUND

- 2.1** Jackson County, Missouri is a first-class charter county in the State of Missouri, with a population of 700,307 as of the 2018 estimated census. Geographically it covers 605 square miles on the western edge of the state and is a major component of the Kansas City metropolitan area. There are 18 municipalities in the county with the rest of the county unincorporated, 12 school districts, and other districts for a total of over 100 taxing jurisdictions. The County collects over one billion dollars in property taxes per year to distribute to those jurisdictions.
- 2.2** There are over one million tax accounts in Jackson County, Missouri. There are approximately 300,000 real property parcels in the County, which include the following types (parcel numbers will not add to 300,000 due to mixed use or other combinations):
 - 2.2.1** Residential: approximately 240,000
 - 2.2.2** Agricultural: approximately 7,000
 - 2.2.3** Commercial: approximately 24,000

- 2.2.4 Vacant Land: approximately 42,000
- 2.2.5 Exempt, immune and economic incentive parcels: approximately 28,000
- 2.2.6 PILOT payments:
- 2.2.7 Sewer charges:
- 2.2.8 Railroad and Utility charges:

- 2.3 There are 40,000 active business personal property accounts and 700,000 active individual personal property accounts.
- 2.4 Per the Missouri State Constitution and related statutes, all real property is reassessed every odd year on January 1st. The most recent assessment is occurring now, in 2021. Also, by statute, property is taxed annually, based on that valuation and the levy rate to be determined by individual taxing jurisdictions. Tax bills are due annually on December 31st.
- 2.5 Currently, Jackson County uses Thomson Reuters Ascend version 3.8 for Real, Personal and Business Property management, including billing and taxation. Assessment is currently transitioning to Tyler Technologies Enterprise, a CAMA system for Real, Personal and Business Property management and valuation. Estimated go live date of May 2022. Jackson County uses PayIt for online payment collection and Jet Pay for point-of-sale credit card payment collection. The County's office productivity software is Microsoft Office 365.
- 2.6 The County is also soliciting proposals from Respondents for the management of our annual Delinquent Land Tax Sale records and collections. The County anticipates the use of the new tax software in 2022 or 2023.
- 2.7 The software and service package proposed by the Successful Respondent shall provide the County a Collection and Assessment solution to replace Ascend. If the Respondent has products or recommendations that improve the system or exceed the following Scope of Services, it is to the benefit of the Respondent to include them in this proposal. The Respondent shall provide a software solution that is fully integrated and user-friendly. The software should be designed so that it can be easily modified by user defined settings which are available in the baseline software; it should also be well documented, at both the user and programmer levels. The software should work in conjunction with various general-purpose software, typically including word processing, spreadsheet, statistical and GIS programs, as it is important that these programs and applications can share data and work together cohesively. Security measures should exist to prevent unauthorized use and to provide backup in the event of accidental loss or destruction of data. The Successful Respondent shall provide software support and technical maintenance on an annual basis. If Respondent offers discount pricing for multiyear, as opposed to annual, support contracts, the County reserves the right to choose between annual or multi-year support agreements.

3.0 AWARD REQUIREMENTS

- 3.1 Certificate of Insurance: The Successful Respondent will be required to submit to the Purchasing Department a Certificate of Insurance meeting or exceeding the provisions of Item Fifteen of the General Conditions and Exhibit A included herein within Ten Business Days after receiving the Notification of Award. The Certificate of Insurance must be received by the Purchasing Department prior to the commencement of any work on this project.
- 3.2 Project Exemption Certificate: Jackson County, Missouri is an exempt entity under Section 144.062, Revised Statutes of Missouri. Upon request of the Successful Respondent, Jackson County will issue a project specific Missouri Sales Tax Exemption Certificate to the Successful Respondent and their named subcontractors to be utilized during the performance of this project. This certificate must be requested **prior to the purchase of any materials, supplies and/or equipment**. Under no circumstances will this certificate be back dated to cover materials, supplies or equipment already purchased.
- 3.3 Compliance with Chapter 6: The Jackson County Code for Minority, Women and Veteran Business Utilization will be required on this Request for Proposal. The Contractor's Utilization Plan, Pages 25 through 29 herein, must be completed prior to Award. If Goals are set by Compliance, they are required, not suggested. Failure to comply will result in the REJECTION OF YOUR PROPOSAL.
- 3.4 Licenses and Permits: The Successful Respondent must provide a copy of a current Missouri State Business License to the Purchasing Department within ten business days of Notification of Award. The Successful Respondent must provide, upon written request, evidence of current required Federal, State, Local or Occupational Licenses.
- 3.5 W-9 Form: The Successful Respondent must provide a completed W-9 Form.

4.0 SCOPE OF SERVICES

- 4.1 The Successful Property Tax Software Application will meet or exceed the following requirements:
- 4.2 General Capabilities
 - 4.2.1 Software for calculation and collection of ad valorem taxes, special assessments, and any interest, penalties, or fees.
 - 4.2.2 Software must be able to calculate, collect, and/or distribute non-tax payments and non-account specific payments such as payments in lieu of taxes, revenue, and sewer charges. These charges may be annual, monthly, at point of sale, or on an installment basis.
 - 4.2.3 Software must be able to meet all State mandated requirements and Successful Respondent assumes all costs of any modifications to system if legislation change occurs from time of submission of proposal.
 - 4.2.4 Successful Respondent must provide all key personnel necessary for creation, implementation, data migration and training.

- 4.2.4.1** Successful Respondent cannot change key personnel after the submission of their proposal, during the evaluation of and/or award of this proposal. All key changes in personnel must be approved, in writing, to the County.
- 4.2.5** Software must be compatible with Enterprise for real, personal, and business property management and valuation. Software must have an API to retrieve data in real time.
- 4.2.6** Software must have the ability to provide online research options as well as the capability of processing online payments using live real time data, either through their own process or through a third party. Preference will be given to systems that have a robust mobile device capability and multiple browser support.
- 4.2.7** Software must have the ability to create distributions of collected funds to taxing jurisdictions and adjust those funds by applicable commissions.
- 4.2.8** Preference will be given to software that can fully integrate with Enterprise and the County's current GIS (ERSI), Finance (FMS Mitchell Humphrey), Tax Sale (DLT), and/or Recorder of Deeds software (Harris Govern).
- 4.2.9** Current records and historical information must be migrated to the new system from the existing Informix server.
- 4.2.10** Preference given to software that has the capability of managing collection for future billing, and payment in advance options.
- 4.2.11** Preference given to software that offers a Delinquent Land Tax Sale module for tracking and managing delinquent accounts to the point of sale.
- 4.2.12** Preference given to software that offers an option for online and point of sale credit/debit payment collections.
- 4.2.13** Preference given to software that is cloud based and browser independent. It is preferred that the Successful Respondent manage a platform that is independent from other clients.

4.3 Specific Capabilities

- 4.3.1** Software must be able to maintain historical information per parcel record, per year.
- 4.3.2** Workflow ability such as notification, if there is a value appeal completed and the account needs recalculation.
- 4.3.3** Software shall have e-billing capability.
- 4.3.4** Software shall calculate and collect the County's more complex railroad and utility charges and protested taxes.
- 4.3.5** Software shall track non-tax payments such as revenue, receipt fees, sewer charges, and data request fees.
- 4.3.6** Software shall allow for the use of web-based e-forms.
- 4.3.7** Software shall have built-in self-auditing capabilities such as field entry validation, properly linked table relationships, and business established rules.

4.4 Security and General Administration Capabilities

- 4.4.1** The Successful Respondent and software will be required to comply with all applicable state and federal laws, rules, regulations, policies, and standards concerning confidentiality and integrity.
- 4.4.2** Software must be secure, meeting current government and industry standards, to prevent unauthorized use and to provide backup in the event of accidental loss or destruction of data.

- 4.4.3 Software must require user login/logout and provide standard and custom definable security levels. The security parameters must include both data access and executable functions.
- 4.4.4 Software must provide an option for an audit trail and track all edits made by users to the database.
- 4.4.5 The Successful Respondent shall provide information on systematic updates to the software before they are implemented. Updates should be specific to Jackson County, Missouri.

4.5 System Administration Capabilities

- 4.5.1 Software must provide for a mass update and/or recalculation function whereby employees only have to enter information once to update the records of various parcels.
- 4.5.2 Software must provide general search capabilities for all information contained within the database. The software shall also allow each user to save search and query formulas and results for future use.
- 4.5.3 Software must be able to import from and export to Microsoft products.
- 4.5.4 Software must have the ability to print and attach barcodes to documents to improve operational accuracy and efficiency of the office.
- 4.5.5 Software must have the ability to add a various number of customizable fields for descriptive and analytical purposes.
- 4.5.6 Software must have the ability to generate customizable reports based on County's specifications.
- 4.5.7 Software must have the ability to have a duplicated test environment.
- 4.5.8 Software must have the ability to provide an interface for the County to test and view software and its functionality.
- 4.5.9 Software shall have the ability to set timed systems process, allowing processes to be planned in advance and set to run automatically at a certain time in the future.

5.0 PROPOSAL FORMAT

- 5.1 Submission of Proposals: Proposal must be submitted online through the Bonfire Portal at <http://jacksongov.bonfirehub.com>. Submissions by any other method will not be accepted.
- 5.2 Expenses and cost incurred in the preparation of proposals in response to this Request for Proposal are the sole responsibility of the Respondent and shall not be reimbursed by Jackson County, Missouri.
- 5.6 Confidential and Proprietary Information: Should the Respondent wish to submit confidential or proprietary information, it should be included with the submitted proposal in clearly marked "**Confidential and Proprietary Information**". The County will take all reasonable efforts to ensure the confidentiality of the documents. Please see Section 7.0, Contract Negotiations, Item 7.3 regarding items not considered confidential or exempt from Missouri Law.
- 5.7 To facilitate the evaluation of proposals, proposals and copies shall be organized in the following manner:
 - 5.7.1 Cover Letter to include the following information:
 - 5.7.1.1 Respondent's Name
 - 5.7.1.2 Respondent's Address
 - 5.7.1.3 Respondent's Telephone Number

- 5.7.1.4 Contact Person's Name
- 5.7.1.5 Contact Person's Title
- 5.7.1.6 Contact Person's Email Address
- 5.7.2 All forms contained in the Request for Proposal, filled out signed and notarized where necessary.
- 5.7.3 The remainder of the Request for Proposal package for evaluation purposes.
- 5.7.4 Description of Respondent's background to include the following information:
 - 5.7.4.1 Year of Inception and history
 - 5.7.4.2 Ownership structure
 - 5.7.4.3 Ability to provide products/services required
 - 5.7.4.4 Proof of Financial Capability and Solvency to provide products/services required
- 5.7.5 Respondent's Personnel Qualifications to include the following:
 - 5.7.5.1 Respondent must include the resumes of key personnel that will be working on any resulting contract with the County.
 - 5.7.5.2 Any changes of key personnel after the submission of this proposal, during evaluation or after the award of the contract are subject to written approval by the County.
- 5.7.6 References: Respondent must include a minimum of three references that outline a project similar in scope to this Request for Proposal. The references shall include the following information:
 - 5.7.6.1 Name of business, contact name, telephone number and email address
 - 5.7.6.2 Description and dates of similar project(s) worked on
 - 5.7.6.3 Description of any data conversion services provided
 - 5.7.6.4 Time frame when Products/Services provided
- 5.7.7 Proof of Financial Responsibility
- 5.7.8 Respondent shall provide a written response to each item in Section 4.0 of Scope of Services.
- 5.7.9 Any options offered by the Respondent
- 5.7.10 Proposed Timeline for implementation, training, set-up, and data conversion
- 5.7.11 Warranty for proposed software
- 5.7.12 Pricing Sheet, Required Submission on Bonfire Portal
 - 5.7.12.1 Base proposal for the software
 - 5.7.12.2 Any options offered by the Respondent
 - 5.7.12.3 Implementation and Training
 - 5.7.12.4 Data Migration
 - 5.7.12.5 Software Maintenance and Hosting Fees for three years
- 5.7.13 Contractors Utilization Plan in attachments.
- 5.7.14 Failure to provide this information, organized in this manner, with the appropriate number of copies, may be grounds for the REJECTION of your Proposal, or a reduction of Evaluation Criteria.

6.0 EVALUATION CRITERIA AND PROCESS

- 6.1 All Proposals received that are responsive to the General Conditions, Scope of Services and other attachments and provisions of this Request for Proposal.
- 6.2 Any Evaluation Criteria or weighting of criteria is used by the County as a tool to assist the County in selecting the best proposal for the County. Evaluation scores or ranks alone do not create a right or expectation to a Contract with the County. Ultimately the County may choose to contract with any Respondent regardless of rank or score.

- 6.3 An Evaluation Committee made up of Jackson County personnel will evaluate all responses and make recommendations. Jackson County, Missouri shall be the sole judge of proposals submitted for this Request for Proposal, and its decision shall be final.
- 6.4 The County's Evaluation Committee, will interview and may conduct an interview of Respondents. Any costs associated with interviews will be the Respondent's responsibility and will not be reimbursed by the County.
- 6.5 All proposals received in response to this Request for Proposal become the property of Jackson County, Missouri and will not be returned.
- 6.6 The County's Evaluation Committee will consider various factors when evaluating proposals:
 - 6.6.1 Responsiveness to Request for Proposal 5 Points
 - 6.6.2 Products/Services Proposed 30 Points
 - 6.6.3 Respondent's Experience, Qualifications 10 Points
 - 6.6.4 References 5 Points
 - 6.6.5 Successful demonstration of product 30 Points
 - 6.6.6 Pricing 20 Points

7.0 PURCHASING INFORMATION, included as a separate attachment:

- 7.1 Purchasing Information:
 - General Terms and Conditions
 - Certificate of Compliance Notice
 - Insurance Requirements
 - State of Missouri Wage Determination

8.0 CONTRACT NEGOTIATIONS

- 8.1 Upon the selection of the successful Proposal, a Contract incorporating the General Conditions, Scope of Services, the Architects Project Manuals and Drawings and other provisions of this Request for Proposal and acceptable to both parties, will be prepared and executed by both parties. Should the parties, within a reasonable time frame, as determined by Jackson County, Missouri fail to develop and execute a mutually agreed upon Contract, and upon a three business day notification to the selected Respondent, the County may reject the proposal and proceed to award the Contract to the next best Respondent.
- 8.2 Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until a Contract has been awarded or all proposals have been rejected.
- 8.3 In no event will the following be considered confidential or exempt from the Missouri Sunshine Law:
 - 8.3.1 Respondent's entire proposal
 - 8.3.2 Respondent's pricing
 - 8.3.3 Respondent's proposed method of performance, including schedule or timeline and/or deliverables
 - 8.3.4 Respondent's experiences information, including customer lists or references
 - 8.3.5 Respondent's product specifications unless specifications disclose scientific and

technological innovations in which the owner has a proprietary interest. Respondent shall submit a detailed explanation to support any claim of proprietary, scientific or technological innovation in a product specification.

- 8.4 The County generally does not use standard contract forms which may be provided by the Respondent. The Contract used by the County will include both the Request for Proposal and the Respondent's proposal. In the event that conflicts in the language exist between the Request for Proposal and the Respondent's proposal, the provisions of the Request for Proposal shall govern.
- 8.5 The Respondent shall list any and all exceptions as instructed under General Conditions, Item Number Four of this Request for Proposal. Please note that the Respondent's proposal is subject to Rejection if exceptions are taken to the County's General Conditions, Scope of Services and/or forms include in this Request for Proposal.
- 8.6 Respondent must agree to the following standard provisions:
- 8.6.1 Indemnifications: Respondent agrees, to the fullest extent permitted by law to indemnify and hold the County harmless from damages and losses arising from the negligent acts, errors or omissions of the Respondent in the performance of work under this Contract, to the extent that Respondent is responsible for such damages and losses on a comparative basis of fault and responsibility between Respondent and the County. Respondent is not obligated to indemnify the County for the County's own negligence. Respondent's obligations under this section shall be limited to the coverage and limits of insurance that Respondent is required to procure and maintain under Contract. Insurance shall be procured and maintained by Respondent as described in Exhibit A of this Request for Proposal. Respondent shall file a Certificate of Insurance with the Jackson County, Missouri Purchasing Department in the form described in Exhibit A within the time limit also described in the Exhibit.
- 8.6.2 Independent Contractor: Respondent acknowledges and agrees that all County information and records are confidential and will not be disclosed or made available to anyone outside the County organization unless authorized to do so by the County to do so in writing.
- 8.6.3 Complete Agreement: Parties agree that this Contract together with Jackson County, Missouri Request for Proposal No. 40-22 and Respondent's response thereto constitute the complete and exclusive agreement between parties which supersedes all prior understandings or agreements, oral or written, and all other communications between parties relating to the subject matter of this Contract.
- 8.6.4 Notices: any notice which either party shall be required by the Contract to give the other shall be in writing and delivered by mail addressed to the respective parties as follows, or to such other addresses, as the representative parties may designate from time to time:

County: Jackson County, Missouri
415 East 12th Street, Room 105
Kansas City, Missouri 64106

Respondent: Manatron, Inc. (DBA Aumentum Technologies)

10.0 QUESTIONS

- 10.1 All questions regarding this Request for Proposal must be submitted via the Bonfire Portal by 5:00 PM, CST on May 20, 2022.
- 10.2 All questions will be in the form of an Addenda on the Bonfire Portal.
- 10.3 Respondent must check for Addenda prior to submitting their proposal.
- 10.4 Respondent's and their agents (including subcontractors, personnel, consultants or anyone else acting on their behalf) must follow this procedure. Respondent's or their agents may not contact any other County personnel regarding matters covered by this Request for Proposal during the solicitation and evaluation process. Inappropriate contacts are grounds for the **REJECTION OF Respondent's proposal.**

11.0 PRICING SHEET

- 11.1 The Pricing Sheet is a required submittal on the Bonfire Portal. Base Bid for the 10th Floor Courtroom FFE (includes delivery and installation); Single-Prime (All Trades) Contract: The undersigned Respondent hereby agrees to furnish all material, labor, equipment and services, necessary to complete the construction of the 10th Floor Courtroom FFE, according to the provisions of this Request for Proposal and all of its attachments.
- 11.2 The County will request that the apparent low bidder submit their schedule of values or costs for any item in the bid and discuss/negotiate a lesser price for the items.
- 11.3 The County reserves the right to adjust the quantities up or down to any and all bid items to accommodate the available funds.
- 11.4 Respondents and their agents (including subcontractors, personnel, consultants or anyone else acting on their behalf) must follow this procedure. Respondents or their agents may not contact any other County personnel regarding matters covered by this Request for Proposal during the solicitation and evaluation process. Inappropriate contacts are grounds for **REJECTION OF RESPONDENT'S PROPOSAL.**

Company Name: Aumentum Technologies	Phone: 785-623-0970
Company Address: 2429 Military Road Suite 300 Niagara Falls, NY 14304	Cell Phone: 785-623-0970
Point of Contact: Sonny Sagar	Email: sonny.sagar@augmentumtech.com
Title: Sales Executive	
Signature: <i>Sonny Sagar</i>	

Section 2 – Company Background

Description of Respondent’s background to include the following information:






- Year of Inception and history
- Ownership structure
- Ability to provide products/services required
- Proof of Financial Capability and Solvency to provide products/services required
- Proof of Financial Responsibility

Aumentum Technologies is a nationwide provider of highly functional systems and services focused on assessment, property tax, and records management solutions. We employ approximately 280 people and serve more than 600 customers in the U.S. and several international jurisdictions.

Aumentum Technologies has been in business under its present name for two and a half years. Prior to the company’s acquisition by Harris Computer Corporation in 2019, the company was known as *Thomson Reuters, Tax & Accounting – Government*. Prior to the company’s acquisition by Thomson Reuters in 2011, the company was known as *Manatron, Inc.* since its inception in 1969. Manatron, Inc. remains the legal name of the company.

We have experience supporting some of the largest, most complex jurisdictions across the United States, including Palm Beach County, FL; Tarrant County (Fort Worth) TX; Harris County Appraisal District (Houston) TX; Charleston County, SC; Clark County (Las Vegas) NV and Gwinnett County (Atlanta) GA, to name a few - this illustrates our unmatched expertise providing trusted mission-critical software to County offices.

Leadership

				
Scot Crismon Executive Vice President	Ann Kurz VP, Sales & Marketing	Nivi Abraham VP, Research & Development	Jillian Alcott VP, Support	Judy Peikert VP, Professional Services

On November 18, 2019, it was announced that Harris Computer Corporation’s Public Sector Group acquired Aumentum Technologies – the Government Business Unit – from Thomson Reuters. The acquisition enhances Harris’ portfolio of products and services with a modern, industry-leading, Cloud-enabled solution for the tax and

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appraisal market. The Aumentum Team and our products will remain a wholly independent business unit within the Harris portfolio.

As a member of the Harris family, we continue to commit to meeting and exceeding your expectations with high quality products and services tailored specifically to Missouri.

Harris Computer Corporation is part of Constellation Software, a leading provider of software and services to a select group of public and private sector markets. Constellation Software acquires, manages and builds industry specific software businesses which provide specialized, mission-critical software solutions that address the particular needs of our customers. Constellation Software businesses continuously develop innovative solutions that enable our customers to achieve their objectives. With over 125,000 customers in over 100 countries and a proven track record of solid growth, we're establishing a broad portfolio of software businesses to provide our customers and shareholders with exceptional returns.

Constellation Software's financial statements and shareholders' reports are provided on the web here: <https://www.csisoftware.com/category/stat-filings>

Section 3 – Personnel Qualifications and Resumes

Respondent's Personnel Qualifications to include the following:

- Respondent must include the resumes of key personnel that will be working on any resulting contract with the County.
- Any changes of key personnel after the submission of this proposal, during evaluation or after the award of the contract are subject to written approval by the County.

We have provided the names of lead staff members per product and role below. These resources may have a part-time or full-time role in the project and other staff will be included as needed. Committed staff members will be assigned after contract signing, and Aumentum Technologies reserves the right to change staff roles as needed.

Aumentum Technologies Role	Lead
Program Manager	Chance Campbell
Technical Consultants	Stacia Sichler Jason Hemingway Dave Wagstrom Jeremy Bromm
Data Conversion / Implementation Engineering	Dean Russum Alan Knepper Chris Rivard Mike Wood

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Chance Campbell Program Manager

Chance Campbell is a Program Manager with more than 19 years of experience in software and hardware implementations, with the last 13 years being focused on program and project management. His strengths lie in his ability to effectively manage projects of varying size, while maintaining close customer communication and relations. He joined Aumentum Technologies as Senior Project Manager in January 2011.

Education

B.S., Kinesiology
Texas A&M University

Certifications, Memberships, and Qualifications

- PMI Project Management Professional Certification (PMP).

Program Manager, 2011 – Present

Key Responsibilities:

- Program Manager for Aumentum Tax and Valuation system implementations in Sutter County, CA and Yamhill County, OR
- Program Manager for the Aumentum Recorder implementation in the Jackson County, MO Recorder of Deeds office
- Program Manager for the International Registry / Cadastre / Tax portfolio of projects, including current implementations in Lagos, Nigeria.
- Administrator for internal business management systems – Microsoft Project Online and Sharepoint.
- Contributes to the writing, publishing, and submission of responses to customer requests for information proposals, bids or negotiations.

Experience

Senior Project Manager, Consilience Software, 2009 – 2010

Key Responsibilities:

- Managed multi-million-dollar Electronic Disease Surveillance projects for state healthcare software deployments in Minnesota, South Dakota, and North Dakota.

Senior Project Manager, Docudata Solutions, 2007-2009

Key Responsibilities:

- Brought on board as the subject matter expert to close out a project in jeopardy of failure. Project involved two partner vendors, a government customer, and multifaceted issues with digitization, indexing, and conversion of records.

Business Analyst / Project Manager, Hart Intercivic, 2000-2007

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- Responsible for deploying document management and clerk recorder implementations for public sector customers across the United States.

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Stacia Sichler Implementation Manager

Stacia brings over 23 years of direct working experience in the property tax industry. She spent 9 years working in local government offices and the past 14 implementing the Aumentum Tax solution, most notably working closely with the California Counties that are currently in production and the project currently underway.

Implementation Manager, 2007 – Present

Key Responsibilities:

- Analyze and evaluate customer business processes to assist in developing solutions to meet business requirements.
- Recommend new business processes to ensure an efficient software solution.
- Experience with the California market implementing Santa Cruz, Santa Barbara and Riverside Counties bringing them live on Aumentum Tax.
- Currently working with the Sutter County project on their conversion, testing and training - primarily with the Auditor, but has overall knowledge of California's property tax life cycle.
- Participate in the project planning through project execution as the lead business analyst on California projects.
- Testing, managing data conversion, coordinating and administering trainings for all areas of Aumentum Technologies.

Experience

Tax Accounting Specialist, Property Tax Department, 1998 – 2007 Anoka County, Minnesota

Key Responsibilities:

- Assisted the public with property tax related questions.
- Processed tax payments and assisted with the daily reconciliation processes.
- In-depth knowledge of Minnesota property tax calculations.
- Presented abatement applications to the county board.
- Processed corrections and refunds.
- Held 3 positions in the property tax office while working for Anoka County. Working as an Interdepartmental Specialist, this position allowed her to work in all four offices; Assessor, Recorder, Treasurer, Auditor as workload demanded.
- Intimately involved in the Ascend project in 2004 creating test cases, testing the new system, and training Anoka County staff through implementation.

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Jason Hemingway Sr. Technical Consultant

Jason has been a Technical Consultant with Aumentum Technologies for the last 16 years and is an expert in the Aumentum Tax product suite. He has served as the Technical Lead for product deploys and has served as a Project Lead for the Tax Consulting team.

Education

B.B.A., Computer Information Systems

Western Michigan University

Certifications, Memberships, and Qualifications

- Business Systems Analyst Certified (BSAC)
- Microsoft Office products
- DB Management: backups, restores, etc.
- SQL querying and scripting/Data Interpretation

Sr. Technical Consultant, 2005 – Present

Key Responsibilities:

- Manage legacy to Aumentum Tax data conversions.
- Elicit customer requirements resulting from Business Analysis Workshop sessions.
- Conduct modularized Aumentum Tax training sessions for County personnel.
- Manage jurisdiction-specific configurations found within the Aumentum Tax application.
- Experience with the California market implementing Riverside County with a specialized focus on Delinquent and Tax Sale processing. Currently working with and training Sutter County's Treasurer-Tax Collector office on both tax generation and tax collection processes within Aumentum.

David Wagstrom Product/Implementation Manager

Mr. Wagstrom has over 20 years of experience in the Information Technology industry with an expertise in project implementations, software support operations, training, and quality assurance activities. Joining the team in August 2004, Mr. Wagstrom serves as the Product and Implementation Manager driving improvements to the product and overseeing implementation of the Aumentum Public Access solution.

Education

M.B.A – Business Administration and Management Information Systems

University of Dayton

B.S. Financial Services

Wright State University

Product/Implementation Manager, 2019 – Present

Key Responsibilities:

- Led the Professional Services implementation team for the Public Access solution.
- Execute project delivery activities to ensure projects are delivered within specifications, on-time, and within budget.
- Identify and communicate project risks and assist with mitigation as appropriate.
- Serve as the product manager overseeing the Public Access solution. Responsible for driving product enhancements and on-going software maintenance pursuant to roadmap initiatives.
- Work with internal and external stakeholders to support contract delivery and existing clientele through product backlog planning and delivery prioritization.

Experience

Implementation Manager, Thomson Reuters, 2004 - 2019

Key Responsibilities:

- Led the successful delivery of Aumentum Tax product for the Public Access, Recorder, Registry and Cadastre solutions.
- Led project implementation activities to ensure successful delivery of milestones.
- Worked with project stakeholders (internal and external) to communicate project status and to make plan adjustments as needed.
- Responsible for identifying and mitigation of implementation project risks.
- Served as the Network Operations Center (NOC) manager overseeing the hosting infrastructure inclusive of hardware/software installation, security, configuration, and on-going maintenance.
- Successfully led the implementation and support teams of the eGovernment operations department. Implemented over 30+ installs over a five-year period.

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Senior Consultant, Covansys, 2003 - 2004

Key Responsibilities:

- Functioned as a business analyst, gathering requirements for browser-based software solutions.
- Duties included software acceptance testing/QA, documentation, test script writing, training, and client delivery.
- Provided document management and version control for proposal work.

Business Analyst II, NCR Corporation, 2000 - 2003

Key Responsibilities:

- Functioned as a business analyst to gather requirements, test, train, and troubleshoot software issues working with operational teams across multiple business units.
- Partnered with application development and business development teams to generate system configurations as part of the sales support process.
- Conducted and documented QA testing results as part of scheduled monthly application release testing.
- Led communications between the business analyst and application development teams with respect to application release notes and functionality.

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Jeremy Bromm Implementation Manager

Jeremy is knowledgeable in a wide range of Tax Generation areas, including Land Records, Valuation, Exemption processing, and Assessment creation, maintenance and administration. He is proficient in troubleshooting, product design, and process engineering.

Jeremy is a proven leader with a propensity for innovative process improvement to maximize efficiency, accuracy, and effectiveness. He is also an expert at recognizing potential deficiencies and finding preventative solutions. Jeremy communicates technical information clearly and concisely to audiences with a vast range of knowledge and skills.

Certifications, Memberships, and Qualifications

- Master Cadastralist in Florida

Implementation Manager, 2020 – Present

Key Responsibilities:

- Resource Allocations and Team Member Management.
- Report and describe software inadequacies based on customer business needs.
- Identify missing functionality and propose viable software enhancements.
- Plan and organize resources in accordance to project plans.

Experience

Software Architect, Aumentum Technologies, 2012 – 2020

Key Responsibilities:

- Provide solutions by fitting software functionality to business need.
- Identify missing functionality and propose viable software enhancements.
- Train and demonstrate software functionality to a wide range of audiences.
- Plan and organize resources in accordance to project plans.
- Create clear, detailed, and thorough testing documentation and procedural instruction.
- Configure software in accordance with specific customer requirements.
- Test and troubleshoot software and data.
- Report and describe software inadequacies based on customer business needs.

Director of Information Services, Duval County Property Appraiser's Office, FL, 1999 – 2012

Key Responsibilities:

- Managed a technical/professional staff of five employees.
- Oversaw maintenance and development of multiple information systems and databases including CAMA and GIS.

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- Determined information systems requirements and identify effective solutions.
- Managed multiple complex projects simultaneously.
- Built and fostered effective relationships with internal and external vendors.
- Served as GIS and CAMA software and data structures subject matter expert.
- Effectively communicated changes and improvements to engineers, administrators, and end users.
- Determined specifications, acquired bids, and coordinated purchases and implementation of hardware and peripherals.
- Performed QA/QC on all tax roll and GIS related submissions to the Department of Revenue, Taxing Authorities, and other Private and Government agencies.
- Reviewed legislation for implementation of software changes.

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Dean Russum Software Architect

Mr. Russum has been with the team since 2005. In his current role he has gained extensive experience implementing the Aumentum Personal Property and Motor Vehicle modules in South Carolina and is currently implementing systems for additional customers. In his previous role, Mr. Russum has supported Aumentum and ProVal customers in Alaska, Georgia, Idaho, Indiana, Kentucky and South Carolina while assisting with conversions in a number of states.

Education

B.A., Management Information Systems

Washington State University

Certifications, Memberships, and Qualifications

Extensive knowledge of: Symantec, Adobe Photoshop, Adobe Reader, Microsoft Workflow Foundation, Mac OS, Visual Basic, ADO.Net, HTML, SQL, Enterprise Manager

Software Architect 2015 to Present

Key Responsibilities:

- Creating a product development cycle for clients.
- Capturing and documenting requirements and proposing solutions.
- Working closely with the customer, project managers, product managers, and engineering teams, to ensure delivery of those solutions.

Experience

Senior Technical Consultant, Thomson Reuters 2005-2014

Key Responsibilities:

- Member of the Aumentum Personal Property Implementation team.
- Implemented Personal Property and Motor Vehicles for Charleston, Colleton, Beaufort Counties in South Carolina.
- Implemented Personal Property for Santa Cruz CA.
- Lead consultant on the Riverside County CA PPA implementation.
- Member of the Aumentum Personal Property Implementation team.
- Assisted in the conversion and configuration of Boone County, KY during their Records and ProVal implementation.
- Responsible for developing conversion processes for the Assessment Administration solution.
- Instrumental in getting Gwinnett County, GA's new exemptions configured and working properly.
- Assisted with conversion in Peoria County, IL.

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Alan Knepper Sr. Software Engineer

Alan has more than 32 years of experience in the Information Technology industry, with expertise in SQL Server and Application analysis, design, and development.

Education

A.A.S., Computer Science Technology
RETS Tech Center

Certifications, Memberships, and Qualifications

- FoxPro 2.6 Training
- Visual Basic Training
- UML Training
- Foxfire Training
- Visual FoxPro Training
- Java Training
- Administration Training

Sr. Software Engineer, 1999 – Present

Key Responsibilities:

- Member of the Aumentum Implementation team helping with conversion releases and conversion performance tuning.
- Involved with various process improvement projects in an effort to enhance the conversion process.
- As a Data Model Trainer instructs clients and co-workers how to read, understand and query Aumentum's data.
- Leads various team efforts related to code cleanup, process logging and performance tuning.
- Builds many utilities to simplify difficult or tedious tasks.

Experience

Programmer / Analyst, United Healthcare of Ohio, Inc., 1990 – 1999

Key Responsibilities:

- Responsible for meeting with internal clients to assess their software needs.
- Design and develop software solutions based on customer needs.
- Developed automated database publishing to create Provider Directory prepress output files.
- Presented internal training for business software including MS-DOS, WordPerfect, and Lotus 123.
- Performed role of PC Security Administrator and cc: Mail Administrator.

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Christopher Rivard Lead Software Engineer

Christopher has over 15 years of experience with data conversion and quality control for system implementations. As a member of the Implementation Engineering team, he develops tools and processes for the Aumentum solution suite.

Education

B.S, Industrial Technology

University of Wisconsin-Stout

Certifications, Memberships, and Qualifications

- Database programming and administration
- Web programming and administration
- Successfully completed additional college courses in Mathematics and Physics

Data Conversion Engineer, 2006 to Present

Key Responsibilities:

- Participated in system installation, planning and database conversion programming for the rollout of Aumentum Tax to a large county consortium in Minnesota, as well as an Aumentum customCAMA implementation for the State of Maryland.
- Led the conversion effort for Riverside County, California, while assisting in the projects within other California counties.
- An integral member of the Implementation Engineering team tasked with converting legacy client data to Aumentum.

Experience

Assistant Webmaster, University of Wisconsin-Stout, 1998 – 2006

Key Responsibilities:

- Responsible for leading integrated project teams from formation to product phase-out for the introduction of new in-house and third-party products.
- Reduced \$30M project budgets by 15%, while maintaining schedules and quality goals.
- Managed data center relocation, working with organizationally and technically diverse teams in compressed timetable, resulting in successful migration of over \$14M in subscription with minimal to no impact to overall business.
- Managed comprehensive technology uplift of primary and disaster recovery infrastructure, resulting in 60-75% increase in computing power with no incremental recurring spend to line of business.

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Michael Wood Implementation Engineer

Michael has over 25 years of experience in the Information Technology field. He is responsible for Aumentum deployment, server set-up configuration of Aumentum installations, C# Web Service API programming, and SQL Programming for Customer Data Conversions.

Education

B.A., Engineering, Graphics

Western Michigan University

Certifications, Memberships, and Qualifications

- MCP
- MCSA
- Six Sigma Black Belt
- CNI
- CNA
- U.S. Navy Veteran

Implementation Engineer, 2009 – Present

Key Responsibilities:

- SQL programming and Database Administration for Aumentum customer data conversions.
- C# programming of Web Service APIs for customer support.
- SRSS Report creation and training for Aumentum.
- Implements ProVal and customCAMA set-up at client sites.
- Conducts training for clients in IT support roles for maintaining Aumentum and customCAMA.

Experience

General Production Supervisor, H.J. Heinz, 2004 – 2009

Key Responsibilities:

- Responsible for managing more than 40 union employees across four production departments.

Continuous Improvement Coordinator / Network Specialist, H.J. Heinz

Key Responsibilities:

- Managed the LAN including servers, PCS, and imaging equipment.

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Section 4 – References

References: Respondent must include a minimum of three references that outline a project similar in scope to this Request for Proposal. The references shall include the following information:

- Name of business, contact name, telephone number and email address
- Description and dates of similar project(s) worked on
- Description of any data conversion services provided
- Time frame when Products/Services provided

Reference #1			
Customer Name	Riverside County, California		
Customer Address	4080 Lemon Street, Riverside, CA 92501		
Customer Contact Person/Title	Matt Jennings, Treasurer-Tax Collector		
Customer Contact Phone	951-955-3900		
Customer Contact Email	MJennings@RIVCO.org		
Project Information			
Project Start Date	October 2010	Project Completion Date	October 2018
Modules/Versions Implemented	Integrated Platform Suite - Aumentum Tax and Valuation (includes Assessment Administration, Levy Management, Tax, Tax Sale, Accounts Receivable, Cashiering, Case Management, Personal Property), and Public Access.		
Data Conversion Services	Aumentum Technologies contracted for and completed all necessary data conversion services to move from the County's legacy mainframe system to the Aumentum Platform.		

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Reference #2			
Customer Name	Solano County, California		
Customer Address	675 Texas Street, #1900, Fairfield, CA 94533		
Customer Contact Person/Title	Charles Lomeli, Treasurer-Tax Collector-County Clerk		
Customer Contact Phone	707-784-6295		
Customer Contact Email	calomeli@solanocounty.com		
Project Information			
Project Start Date	2021	Project Completion Date	Scheduled Go Live Summer 2022
Modules/Versions Implemented	Integrated Platform Suite - Aumentum Tax and Valuation (includes Assessment Administration, Levy Management, Tax, Tax Sale, Accounts Receivable, Cashiering, Case Management, Personal Property), and Public Access.		
Data Conversion Services	Aumentum Technologies is managing and completing all necessary data conversion services to bring the County live in 2022.		

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Reference #3			
Customer Name	Clark County, Nevada		
Customer Address	500 S. Grand Central Parkway, Las Vegas, NV 89106		
Customer Contact Person/Title	Laura Fitzpatrick, Treasurer; Jim Pierce, Project Manager		
Customer Contact Phone	702-455-5531		
Customer Contact Email	lbf@clarkcountynv.gov; james.pierce@clarkcountynv.gov		
Project Information			
Project Start Date	March 2011	Project Completion Date	March 2013
Modules/Versions Implemented	Aumentum Technologies' Ascend Tax product; Fit Analysis workshop was contracted in 2021 and completed in 2022 to prepare for upgrade to Aumentum Platform.		
Data Conversion Services	Aumentum Technologies will be performing the data conversion from the County's Informix database to the Aumentum Platform.		

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Reference #4			
Customer Name	Palm Beach County, Florida		
Customer Address	301 N. Olive Avenue, West Palm Beach, FL 33401		
Customer Contact Person/Title	Anne Gannon, Treasurer		
Customer Contact Phone	561-355-2264		
Customer Contact Email	agannon@pbctax.com		
Project Information			
Project Start Date	October 2008	Project Completion Date	October 2010
Modules/Versions Implemented	Aumentum Tax - v.9.00.03; County currently contracted for upgrade and go-live on Aumentum Platform in 2022.		
Data Conversion Services	Aumentum Technologies completed all necessary data conversion services to go live on v.9.00.03 and has contracted for the same for the Platform upgrade project.		

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Reference #5			
Customer Name	Tarrant County, Texas		
Customer Address	2500 Handley Ederville Road, Fort Worth, TX 76118		
Customer Contact Person/Title	Jeff Law, Chief Appraiser		
Customer Contact Phone	817-284-0024		
Customer Contact Email	jlaw@tad.org		
Project Information			
Project Start Date	October 2011	Project Completion Date	October 2014
Modules/Versions Implemented	Aumentum Valuation		
Data Conversion Services	Aumentum Technologies completed all necessary data conversion services to go live on Aumentum Valuation		

Section 5 – Scope of Work

Respondent shall provide a written response to each item in Section 4.0 of Scope of Services.

The Successful Property Tax Software Application will meet or exceed the following requirements:

General Capabilities

- 1. Software for calculation and collection of ad valorem taxes, special assessments, and any interest, penalties, or fees.**

Aumentum Tax gives you a complete range of property tax software tools, including levy management, billing, collection, cashiering, and special assessments. Aumentum Tax meets the tax revenue management challenges you face every day, from legislative and technology changes to sharing data with the public and with other government offices.

Aumentum provides highly configurable calculation engines throughout the application like computing payment terms, rate maintenance, tax charges and revenue forecasting from taxable values. Many of these are tailored to their area of functionality and provide configurable options based upon the requirements of those modules.

- 2. Software must be able to calculate, collect, and/or distribute non-tax payments and non-account specific payments such as payments in lieu of taxes, revenue, and sewer charges. These charges may be annual, monthly, at point of sale, or on an installment basis.**

Review of all these miscellaneous collections will need to occur to determine the means for collecting each, but Aumentum Payment collections is robust and allows a means for paying all kinds of taxes, fees, penalties, tax sales, redemptions, miscellaneous collections (document printing, dog tags, etc.), tax deed applications, advance payments, etc.

The Aumentum Business Revenue module is also included in our proposal to manage non-tax collections such as liquor and amusement or license bills. We will work with the County to configure the module to meet the County's requirements.

- 3. Software must be able to meet all State mandated requirements and Successful Respondent assumes all costs of any modifications to system if legislation change occurs from time of submission of proposal.**

As part of the Master Agreement for Software Support, Aumentum Technologies commits to ensuring Aumentum Platform's compliance with all state and local laws and requirements.

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- 4. Successful Respondent must provide all key personnel necessary for creation, implementation, data migration and training.**

Agreed.

- 5. Successful Respondent cannot change key personnel after the submission of their proposal, during the evaluation of and/or award of this proposal. All key changes in personnel must be approved, in writing, to the County.**

The personnel listed in the proposal will be involved in the planning and implementation of the contract. Other team members will be identified after the approval of the contract.

- 6. Software must be compatible with Enterprise for real, personal, and business property management and valuation. Software must have an API to retrieve data in real time.**

Aumentum Platform utilizes a robust set of Web Services, coded APIs and database-level stored procedures and views. They are well-documented and available for third parties to use to integrate with Aumentum. We recognize the County's requirement for integration between Aumentum Platform and the Assessor's Enterprise solution and commit to working with the County to establish this integration.

- 7. Software must have the ability to provide online research options as well as the capability of processing online payments using live real time data, either through their own process or through a third party. Preference will be given to systems that have a robust mobile device capability and multiple browser support.**

Aumentum Public Access provides online tax search and research functionality to the public and processes payments using real-time data directly from Aumentum Platform. Our solution features a comprehensive and customizable browser agnostic and mobile-friendly website and that allows your constituents to do more than pay taxes online. They can view and download reports, upload information to the government office, and file important forms on time without an in-person visit. Public Access makes it simple for the County to manage content — you can make as much information available as you choose, from property data and valuation information to vital records and tax records. Empower citizens to do more online, so your team can focus on more productive tasks.

- 8. Software must have the ability to create distributions of collected funds to taxing jurisdictions and adjust those funds by applicable commissions.**

Aumentum's Distribution module is highly configurable to allow different business rules to be defined for different revenue and distribution categories. Distribution calculates the tax revenue due to the taxing authorities for a given time period based on amounts levied and monies collected. This includes the ability to calculate withholding commissions from disbursements to agencies and producing disbursement records.

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- 9. Preference will be given to software that can fully integrate with Enterprise and the County's current GIS (ESRI), Finance (FMS Mitchell Humphrey), Tax Sale (DLT), and/or Recorder of Deeds software (Harris Govern).**

ESRI has long been a strategic partner of Aumentum Technologies and our Platform Tax and Public Access solutions both offer integration with ESRI.

Tax Accounting, a key Aumentum component, is the interface between Aumentum financials and third-party accounting packages. It tracks all financial transactions that are created by Aumentum by fund and account for the interface and it creates a mapping of all possible transactions in Aumentum Financials to their correct accounting fields.

We are including the Aumentum Platform Tax Sale module as part of our proposed solution, however, Aumentum can interface with third-party tax sale vendors to provide an online sale. More information on the Tax Sale module can found in our response to #12 below.

The Recorder of Deeds software used by Jackson County is Aumentum Recorder, now managed by Harris Recording Services but formerly supported by Aumentum Technologies. We are very familiar with the architecture and capabilities of Aumentum Recorder and will work with the County on the most efficient way to integrate the two offices.

- 10. Current records and historical information must be migrated to the new system from the existing Informix server.**

Yes. Aumentum Technologies will lead the Data Conversion efforts for a standard implementation. The level of County responsibility will vary depending on several factors, including County resources, schedule, and contract terms. In a standard implementation, our approach involves a series of Data Discovery workshops to review the County's legacy system(s), interfaces, reports, and help define the conversion scope. Aumentum Technologies will either take responsibility of the mapping and scripting of the legacy data into our standard import file layouts, or we will teach the County how to perform this task. We can be flexible in our approach and adjust to the project's needs and timeline.

After Jackson County and Aumentum Technologies have entered into a project contract, we will deliver a Conversion Plan document. Aumentum Technologies will work with the County to further define the terms of the data conversion, including roles and responsibilities, and document the decisions to serve as a model for managing the conversion process.

The Data Conversion timeline will be based on discussions between the County and Aumentum Technologies and the activities required to meet the committed schedule.

The Data Conversion Process will include the migration of the Ascend database platform, Informix, to the Aumentum platform database Microsoft SQL Server. Once the data has been transformed into Microsoft SQL Server format, all necessary data will be mapped to our import tables and Aumentum database schema.

Validation and Balancing processes are also executed during the Data Conversion Process. Hundreds of validation tests are executed against the Import table data to help identify data issues, anomalies, and ensure quality and integrity. After the Import table data has been converted into Aumentum, thousands of additional validation tests are executed against the application tables to identify additional issues. Corrections are made, and the Data Conversion Process is repeated. This process is iterative and typically executed several times daily.

The exact number of major Aumentum Database deliverables to the County will be determined during the initial Project Planning phase with the County, as well as Data Validation and Balancing tolerances/scope. Typically, there are between 4 and 6 major Aumentum Database deliverables throughout the Project.

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We foresee the following as the respective roles and responsibilities of Jackson County and Aumentum Technologies for the entire Data Conversion Process:

Aumentum Technologies:

- Meet with Project personnel to determine overall conversion roles and responsibilities, outline how and where the conversion will take place, and discuss overall scheduling and timeline of the conversion deliverables.
- Host workshops to review the file level mapping of the source and target files, if applicable.
- Host workshops to discuss the conversion process and the sequence of the files to be converted.
- Prepare and Present the Conversion Plan Strategy document for review.
- Revise the data source list based on outcome of the review, if necessary.
- Provide standard extract templates to Conversion team (either County or Aumentum Technologies), if applicable.
- Review and provide feedback on extract files and accompanying balancing reports/totals.
- Develop conversion and run scripts against County legacy extract files.
- Provide mapping documentation and data requirements.
- Coordinate review of the data conversion.
- Work with County teams to initiate the testing cycles.
- Create test and final production database. Additional database deliverables may be needed as modules/data are converted sequentially.

Jackson County:

- Provide clarifications for issues identified by Aumentum Technologies.
- Provide documentation on all legacy system databases (including any configuration settings).
- Provide read-only or public-user type access to the legacy systems to be converted.
- Participate in meetings to provide information regarding source file mapping.
- Review and provide feedback to the Conversion Plan Strategy document.
- Approve the Conversion Plan Strategy document.
- (If County performs Data Mapping and Import Table tasks) Provide legacy data in standard Import Tables per the strategy document and mapping requirements.
- (If Aumentum Technologies performs Data Mapping and Import Table tasks) Review and provide feedback to the Aumentum Technologies Conversion Team.
- Provide Subject Matter Experts in County's use of their legacy data to validate and confirm mapping requirements, Valuation Data imports (from Assessor/Appraisal Office/District), and data loads into the Aumentum data structure.
- Responsible for all data cleansing activities identified during data validation.
- Final acceptance of data conversion to begin using the Aumentum Production database.

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11. Preference given to software that has the capability of managing collection for future billing, and payment in advance options.

Aumentum Platform has the ability to collect future taxes and store the payment in a surplus/money-in-trust account. Once the bill has been calculated then the advanced payment can be applied to the new bill.

12. Preference given to software that offers a Delinquent Land Tax Sale module for tracking and managing delinquent accounts to the point of sale.

Our proposal includes the fully integrated Aumentum Tax Sale module which facilitates all the activities leading up to and including the Tax Sale process. The module includes maintenance of buyer information and details, supports local or internet tax sales, and full support of 1099 processing. We designed our platform and functionality for Tax Sale to be vendor agnostic, allowing Jackson County the ability to choose their online auction vendor. The Tax Sale module's configuration options include defining the minimum opening bid, whether to bundle charges, penalty rates, and tax sale fees. Tender types accepted for transactions are also configurable. An Auctioneer Report is also available to use if operating a Tax Sale without connectivity to the Aumentum system. Pre-sale and post-sale correspondence is available with the option to generate certified mail or email correspondence.

13. Preference given to software that offers an option for online and point of sale credit/debit payment collections.

Aumentum Technologies interfaces with the customer's payment provider of choice by transferring the taxpayer to the provider's website to process credit card and/or e-check transactions. Transactional information and state will be handled by the payment provider's website. Depending on the payment provider's API, Aumentum Technologies normally receives a final status of success or failure with additional information about the transaction.

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14. Preference given to software that is cloud based and browser independent. It is preferred that the Successful Respondent manage a platform that is independent from other clients.

Aumentum Platform is browser-independent and can be deployed as a cloud-based solution with the following benefits:

- **No system infrastructure costs:** There are no local servers, no data storage demands, and no software licenses to manage, which means there are no County System Administrator, DBA or other IT resources required to support Aumentum on a day-to-day basis.
- **Streamlined upgrades:** Aumentum Technologies will manage all updates and upgrades, so there are no patches download or install. Aumentum Technologies Managed Services will provide time and cost savings for Jackson County in the ongoing support of the Aumentum Technology Platform.
- **Scalability:** Aumentum is built as a cloud native solution, which provides dependable, elastic capacity with full disaster recovery. Cloud ensures that peak times can be managed effectively and provides flexible capacity for growth.

Aumentum Cloud Security & Scalability



Focused investment in security hardening



Extensive resources and experience with vulnerability detection and prevention



Virtually unlimited scalability



Continual innovation in PaaS and IaaS, keeping you on the latest technology

- **Security:** Aumentum Technologies brings world class security to all its platforms by using best-in-class detection systems and scans, the highest level of encryption, and by enforcing rigorous security training for all our technologists.
- **Availability:** The Aumentum Technology platform takes full advantage of the resilience and stability of the cloud technologies platform, ensuring that compute resources are scaled during peak periods or any time more compute is required. In addition, we deploy full, real-time, disaster recovery mechanisms, ensuring Recovery Point Objectives (RPO) < 5 minutes and Recovery Time Objectives (RTO) < 1 hour.

Specific Capabilities

1. Software must be able to maintain historical information per parcel record, per year.

Aumentum does maintain historical information per parcel. Both property records and financial records are stored. Historical information can be maintained for an unlimited amount of time.

2. Workflow ability such as notification, if there is a value appeal completed and the account needs recalculation.

Aumentum includes a workflow engine built on top of Microsoft's Workflow Foundation (WF) libraries. The workflow engine allows technical users and implementation staff to define and build an unlimited number of workflow types. The workflow definition includes the tasks, rules, decision points, timers, and queues involved in that workflow.

All workflows in Aumentum are driven by "events," which are system generated responses to any system action. For example, Aumentum events include actions like receiving a document, printing a bill, splitting a property, a user accepting changes, a timer firing, etc. Currently, the workflow rules are built into the workflow, using decision points and criteria to establish the workflow rules. The workflows allow for automated processing using built in decision rules, batch jobs, custom tasks, timers, etc.

Values can be modified which can initiate a recalculation of taxes. Roll corrections are received from the Assessor which will then be processed to see the impact of those corrections on the tax roll. Statistics of the correction roll are displayed, along with roll generation reports for validation. The output of the corrections process can be verified against the expectations of the corrections provided, and view the individual tax bill changes, if desired, prior to the final posting of the corrections to the tax roll for refund and billing output.

Aumentum workflows can be configured based on the County's requirements for additional costs which can be quoted after more detailed discussions with the County.

3. Software shall have e-billing capability.

The Aumentum Billing Engine fully supports e-billing links so that they can be sent to taxpayers through an email. The e-billing link will take the user to the County website and display an image of the bill or correspondence along with a convenient PAY button. Along with e-bills Aumentum can generate emails for Tax Sale Notices, Record of Tax Liens, and Lender Notices; emails for Distribution Agencies; and emails Surplus Alerts Notifications. When a taxpayer email is added the user will be prompted to select the notification type to receive emails.

4. Software shall calculate and collect the County's more complex railroad and utility charges and protested taxes.

Aumentum Platform will meet this requirement.

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5. Software shall track non-tax payments such as revenue, receipt fees, sewer charges, and data request fees.

A more detailed review of all these miscellaneous collections will be needed to determine the means for collecting each, but the Aumentum Payment Collections module is robust and allows a means for paying all kinds of taxes, fees, penalties, tax sales, redemptions, miscellaneous collections (document printing, dog tags, etc.), tax deed applications, advance payments, etc.

6. Software shall allow for the use of web-based e-forms.

Aumentum Public Access includes e-Forms capability and allows for a taxpayer to file forms and import the data from configured form fields into the Aumentum suite application. Aumentum Technologies will collaborate with the County to configure and implement e-Forms to meet the County's needs.

7. Software shall have built-in self-auditing capabilities such as field entry validation, properly linked table relationships, and business established rules.

Aumentum has enabled configurable business rules using several different tools. These include workflows, data services and configurable edit checks. Edit Checks in Aumentum allow the County to ensure and/or prevent specific edits to data elements within the system. The checks can be soft stops (warning messages) or block stops (error messages that require correcting the condition before continuing). An Edit Check runs only if the defined events occur in the application. Edit Checks consist of the basic definition of a check, defining what events initiate a check, defining what conditions must be met for the Edit Check process to run, and the Edit Check test. An Edit Check can have many conditions associated with it, or none. If the Edit Check has conditions associated with it, Aumentum evaluates the conditions prior to the Edit Check being run. If all the Edit Check conditions evaluate as True, the Edit Check tests are run. Edit Checks that evaluate as False are automatically saved to the log. Checks that evaluate as True are not saved to the log unless the definition of the Edit Check prompts Aumentum to do so.

Security and General Administration Capabilities

- 1. The Successful Respondent and software will be required to comply with all applicable state and federal laws, rules, regulations, policies, and standards concerning confidentiality and integrity.**

Aumentum Technologies partners closely with our customers to monitor proposed legislation, solicit initial interpretations, and evaluate Aumentum functionality to identify solutions within existing functionality as well as functional gaps that may require development to support the new legislative requirements.

Legislative changes from other state agencies with whom Aumentum interfaces are also included in this process. Additionally, the Product Management team conducts independent research of the proposed legislation, stays apprised of important milestones, such as adoption and effective dates, and remains versed in the verbiage of the legislation as it progresses.

Once the legislative requirements are vetted, Aumentum Technologies conducts workshops with all customers in the state, as well as with key stakeholders, to solidify requirements, identify business process impacts and Aumentum solutions.

- 2. Software must be secure, meeting current government and industry standards, to prevent unauthorized use and to provide backup in the event of accidental loss or destruction of data.**

Aumentum does not perform any destructive data updates or require archiving of annual/historical data. Aumentum operates on a functional calendar providing the user access to historical data as necessary. Backups can easily be scheduled by the County on the Aumentum server. Aumentum Technologies recommends backups be archived and stored offsite as part of an overall disaster recovery plan.

- 3. Software must require user login/logout and provide standard and custom definable security levels. The security parameters must include both data access and executable functions.**

Aumentum system security identifies users, user groups, screens, and functions. The security function allows authorized application administrators to grant permissions to create, retrieve, update and delete capability at both the group and user level. Users are identified, assigned to one or more groups and granted rights at the screen function and specific field level. The security function also allows the locking and unlocking of users, resetting of passwords, and logging of user changes.

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4. Software must provide an option for an audit trail and track all edits made by users to the database.

Aumentum's auditing mechanisms tracks all changes made to the database and includes details of each transaction, such as, the user who made the change, workstation used, where and when the change occurred, along with the entities that changed. Aumentum also does not perform any destructive updates or deletes, enabling auditors to retrieve every version of every record ever recorded by the system.

5. The Successful Respondent shall provide information on systematic updates to the software before they are implemented. Updates should be specific to Jackson County, Missouri.

The automated Aumentum update process will include tasks such as deleting obsolete application information, copying new applications to the correct folders, running SQL scripts to update the Aumentum database, compiling source code and resource files, updating SQL Reporting Services reports, and regenerating the Aumentum IIS web site. Aumentum updates will retain all previous user configuration settings. All updates are scheduled in collaboration with the County and release notes are made available with each update.

System Administration Capabilities

- 1. Software must provide for a mass update and/or recalculation function whereby employees only have to enter information to update the records of various parcels.**

All Aumentum Platform modules are fully integrated at the database level eliminating the need for duplicate/redundant data entry.

- 2. Software must provide general search capabilities for all information contained within the database. The software shall also allow each user to save search and query formulas and results for future use.**

Aumentum has robust search capabilities. Beyond the standard search functionality, Aumentum offers many complex search options. Complex searches can include the use of wildcards, logical operators, groupings, and subgroupings of search criteria. The extensive searchable attributes are available as a standard Aumentum Platform feature.

- 3. Software must be able to import from and export to Microsoft products.**

There are many functional areas of Aumentum Platform, such as, batch collections, special assessments, and reports, that support the import and/or export of data in variety formats including Microsoft Excel. In addition, some but not all search grids in Aumentum can be exported to Excel. If additional integrations to Microsoft products are needed, an additional development cost would apply.

- 4. Software must have the ability to print and attach barcodes to documents to improve operational accuracy and efficiency of the office.**

Aumentum Platform's Correspondence functionality can have a barcode or OCR-A code printed to facilitate scanning.

- 5. Software must have the ability to add a various number of customizable fields for descriptive and analytical purposes.**

Aumentum maintains user-defined data fields in various modules of Aumentum. For example, user-defined fields can be attached to a specific bill for searching in Info Center, correspondence, or reporting on Advertising List.

- 6. Software must have the ability to generate customizable reports based on County's specifications.**

Aumentum includes a large number of system reports. There are many built-in reports covering all areas of system functionality, and Aumentum can easily allow users or the County's IT staff to add customized reports which can be integrated into the Aumentum application. Aumentum integrates with SQL Server Reporting Services and Crystal Reports, so the County can choose which reporting tool they prefer. The implementation services we have proposed include training on the Aumentum Platform data model to support custom report development by the County.

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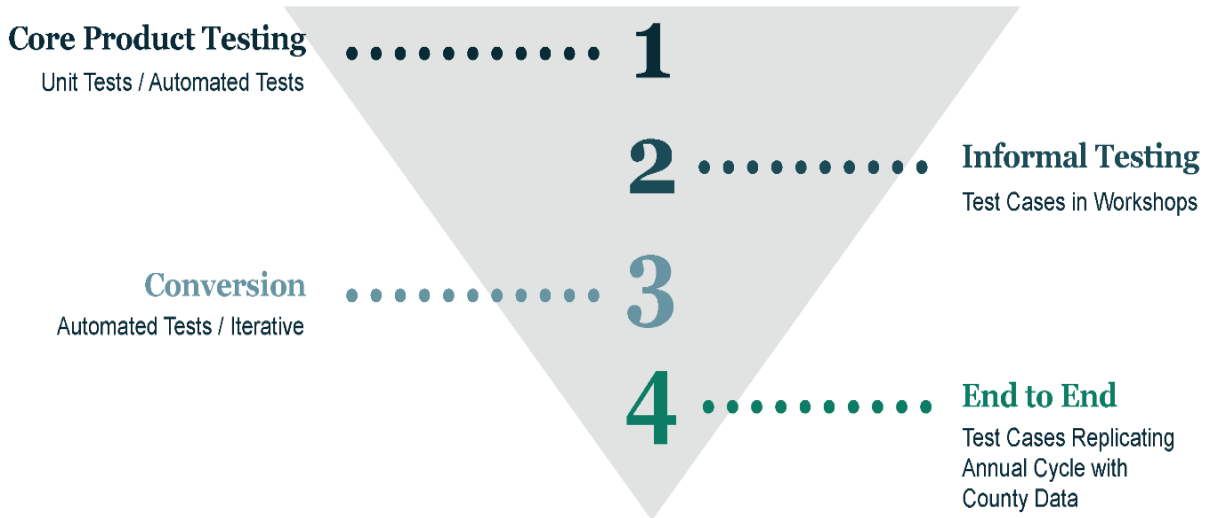
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7. Software must have the ability to have a duplicated test environment.

The implementation will begin on an Aumentum Technologies hosted environment while we advance conversion and configuration activities and begin hands-on workshops. In a hosted environment, we will internally set up the project environment and work with the IT staff to open access to the County users. The Production environment will be set up in time for Training and End-to-End testing activities.

Once in Production, the County has the option to set up as many non-production environments as needed.

Testing is an iterative activity that takes place throughout the project and implementation.



Product Testing

- Unit Testing as the Product is Being Developed
- Automated Testing – Mimics user Input so we can test production activity and ensures functionality doesn't break as new code is added

Informal Training

- Documenting and running Test Cases throughout the project
- User Group Specific Training

Conversion

- Automated Conversion Testing with 16,000 Schema checks and over 400 validation tests run to ensure that problems we've found in the past aren't repeated.
- Iterative Deliveries are validated by the County using benchmark parcels. Issues reported, documented, and corrected in the following iteration

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End To End Testing

- Give users confidence that System is working as expected, functions for County's business processes and that the user can use the system to accomplish their tasks.
- County led testing supported by Aumentum Technologies to guide staff through test cases defined in earlier phases.
- Including an E2E Testing cycle in the project will ensure a smooth transition with a quality software release and will allow a broader cross-section of users to have hands-on experience with the software, help finalize the setup, and provide feedback prior to Go-Live. While these activities increase the overall project duration, they are proven to mitigate software issues and the overall implementation.

8. Software must have the ability to provide an interface for the County to test and view software and its functionality.

Yes. Please see answer above.

9. Software shall have the ability to set timed systems process, allowing processes to be planned in advance and set to run automatically at a certain time in the future.

Many jobs and processes in Aumentum can be scheduled for one-time processing or on a recurring schedule.

Section 6 – Options

Aumentum Technologies continually works to enhance our suite of products and services available to our customers. As a result of this continuous innovation, we are pleased to offer the following optional solutions to Jackson County to further augment the reporting and analytics capabilities of the Aumentum Platform. These tools are still under development and will benefit from Jackson County’s partnership giving the County a unique opportunity to help Aumentum Technologies shape our product offerings to provide additional value to the County but also the broader Aumentum user community.

We will continue to develop new apps, reports, and analytics tools to the Marketplace and as more customers adopt the Aumentum Marketplace, they will be able to contribute their innovations to the Marketplace for all customer to access.



Aumentum Marketplace

The Aumentum Marketplace is your Aumentum application store – a community of innovative applications and development platforms, keeping you up to date with the latest cloud offerings from Aumentum Technologies, including applications leveraging Power BI and ESRI Analytics. Have a great idea for an application? Contribute development to the Marketplace and become part of an exciting customer-driven application platform. We welcome input and suggestions from our valued User Group

Community. We know you play a key role in the continuous growth and development of our Platform. The Aumentum Marketplace represents the next generation of innovation from Aumentum Technologies.

The Aumentum Marketplace is constructed of these innovative components:

- **Marketplace Portal** – the “storefront” of our cloud applications and tools
- **Aumentum ODS** – the Operational Data Store used to power analytics tools and reports
- **Standard Analytics Reports** – pre-written, canned analytics reports via Microsoft Power BI
- **Data Discovery Tools** – Aumentum tools to collect and evaluate data from multiple sources using Microsoft Power BI
- **Tiered Pricing & Functionality** – variable pricing tiers with varying functionality based on the customers’ requirements

The Aumentum Marketplace has a tiered pricing and functional model and is available to Jackson County with these options:

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- **Aumentum Marketplace ODS**
 - Operational data store (ODS) and integrated data pipeline to Aumentum
 - High availability and backup of ODS data included
 - Can be used to create custom reports and analytics (Aumentum Tech assistance not included)
- **Aumentum Marketplace w/ Embedded Power BI Basic Plan**
 - Includes everything in Marketplace 360 Basic plan but with Power BI reports embedded and pre-connected from inside Aumentum for a more seamless user experience
 - Individual Power BI licenses are not required for reading embedded reports
- **Aumentum Marketplace w/ Embedded Power BI Premium Plan**
 - Includes everything in Marketplace Basic plus Power BI embedded reports that can be rendered 24/7
 - Allows for publishing of custom embedded Power BI reports (requires appropriate Power BI licenses per publishing user)
- **ESRI Arc GIS Hosting**
 - Hosting services for GIS using ESRI Arc GIS
 - Network access to GIS analytics product within Marketplace 360
 - Integration to ODS and data pipeline
 - Automatic backups of GIS data

Additional Aumentum Public Access Functionality

With changing times such as the COVID-19 pandemic, Counties need to leverage technology to meet new and evolving demands. As an example, the Riverside County, CA Treasurer-Tax Collector Office was closed to the public when the COVID-19 pandemic started but was able to continue to provide constituent services online with Aumentum Public Access. They saw a record-setting volume of transactions with a significant number of new users to the site. With Aumentum Public Access Counties can conduct business as usual online, continuing to serve constituents and collect much-needed revenue.



Aumentum Public Access is our web portal offering that extends over-the-counter services to your constituents. It provides self-service functionality over the web, allowing them to remotely conduct government business. Beyond the ability for the public to look up tax information and make payments via Aumentum Public Access, we have included additional Public Access functionality:

- **eForms** – Ability for public users to submit applications, update forms, etc. via Public Access
- **eBilling** – Allows citizens to subscribe to receive billing notices and statements electronically
- **Lender Payment Import** – Provides functionality for lending firms to import payment data through Public Access.
- **Aumentum Reports** – Allows County staff to run Aumentum reports from Public Access

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One additional function not included is:

- **GIS Mapping** – Real-time access to parcel GIS map when viewing parcel information
Enabling GIS mapping via Public Access requires further discussion with the County after which a cost estimate can be provided.

Section 7 – Implementation Overview

- **Proposed Timeline for implementation, training, set-up, and data conversion**

Once the Notice of Award is announced, Aumentum Technologies will work with Jackson County to agree on and document the scope, finalize the milestones appropriate for the implementation and formalize the project contract. The project will kick off shortly after the contract is signed and will begin with statutory and customized development. In a parallel effort to the development, the Professional Services team will begin planning and data conversion activities.

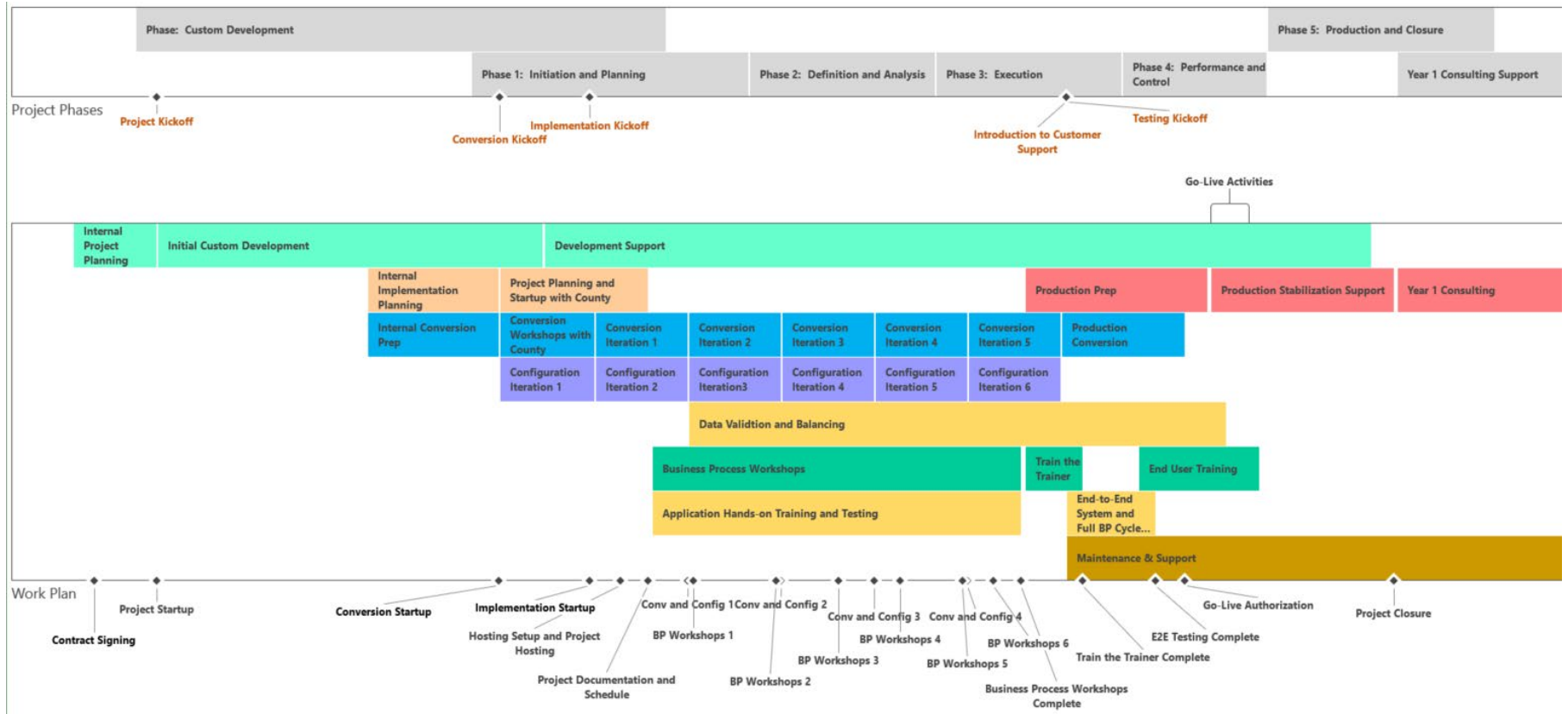
Once the development is complete, the Implementation will begin. This implementation is initially expected to complete within a 12-month window. Factors influencing the duration include the advancement of the data conversion, the County's business cycle, availability of the County users and office blackout periods.

During the implementation, the project team will focus on completing the conversion and configuration activities, introducing Aumentum to the County staff through a series of hands-on workshops, training the County users, supporting the business process and end-to-end testing, and moving the County into a production state.

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The following graphic represents the typical implementation schedule. The Project Managers from Aumentum Technologies and Jackson County will formalize the specific project schedule as the Implementation kicks off.



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Aumentum Technologies has a successful track record of providing innovative solutions to local government agencies. Our Aumentum deployments follow a proven methodology, and our Commercial off the Shelf (COTS) system has been through the rigors of time-tested deployment. Aumentum is designed to be highly configurable and adaptable, providing our clients with a wider range of uniform application features and benefits—at a lower cost of acquisition and ownership. Our approach allows jurisdictions to implement a product that has been previously tested and deployed, reducing the time required for implementation and post-go-live software issues.



Comprehensive 5 phase project for on-time and on-budget delivery

Designated Project Manager

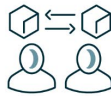
● Your primary contact for duration of the project

● Coordinates personnel and completion of milestone deliverables

Detailed Analysis of Your Office & Data



Mitigate risks and ensure a smoother, faster implementation



Build relationships with users to help with transition and buy-in



Thoroughly tested software before delivery to your office

Project Services Include:



Software Development & Integration



Consulting Services & Associated Deliverables

Acceptance Test Support



Implementation & Configuration



Training



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From project kickoff to Go-Live and beyond, our team of experienced professionals will be there to provide the services and assistance needed to take your project from Data Preparation to Go-Live. Our project approach follows a tried-and-true collaborative methodology that ensures a successful outcome. We welcome the opportunity to introduce our team, demonstrate our software, and discuss the details of our plans for your project. Many of our technical consultants, project managers, product managers, developers and company executives are nationally recognized property experts with decades of experience, and their specialized knowledge will be used to deliver a solution that meets your best practices objectives.

Aumentum Technologies will provide comprehensive project management, development, configuration, training, and support for all aspects of County of Jackson's project. All team members working on the project are skilled in Aumentum deployments. Aumentum Technologies will use our proprietary Project Methodology to manage the project, including software integration and development, implementation and configuration, acceptance test support, training, consulting services and associated deliverables, as well as the application software. The project will involve the following major implementation phases.

5 Phase Aumentum Implementation Overview



1 Initiation & Planning

Developing the mechanisms to guide your project



2 Definition & Analysis

Understanding your processes



3 Execution

Hands-on workshops simulate real world environment



4 Performance & Control

End to end system testing & staff training



5 Production & Closure

Taking the system live & transitioning to support



Phase 1: Initiation and Planning – Mechanisms to guide your project

The Aumentum Technologies Team will work with Jackson County to introduce our implementation process and develop plans to guide the project team through the project life cycle. We will assign a Project Manager (PM) to be the primary contact for the duration of the project, manage the overall effort and supervise each project subgroup tasked with all key project deliverables. The PM will coordinate all Aumentum Technologies personnel working on the project and help facilitate the completion of any project deliverable and milestone signoff.

The primary workstreams during the Initiation and Planning Phase:

- Planning and Project Kickoff(s)
- Project Documentation and Draft Schedule
- Initial Conversion mapping/extract

The outputs for the Planning workstream will be for the Aumentum PM to provide initial project planning documents, including staffing plans and schedules. The PM will conduct a review of the proposed documents, and once agreed upon, these documents will become the primary tools to guide the Project team. The conversion workstream will encompass the discovery workshops to begin mapping the County's data into our Aumentum format and the development of extract scripts that will be used throughout the project.



Phase 2: Definition and Analysis – Understanding your Processes

The primary activities during the Definition and Analysis Phase.

- Establishing an Aumentum environment with basic state-specific configuration to be used throughout the project for demos, configuration, training, and testing.
- Gathering basic information about current business processes. The Aumentum Team will lead the County through a series of workshops to demonstrate the system and help guide the teams as configuration and further integration variances are understood.
- Start building County-specific configuration and documenting test cases. This relationship building and initial work is important because these same consultants will provide application support throughout the project.
- Review report and interface needs and make recommendations on development next steps.
- Advancing the Conversion activities with iterations of subset and full data conversions for validation and use in the remaining project phases.

Over the years, we have found that for a successful project, stakeholders need to understand both the current and proposed business processes. Once this information has been exchanged,

we can identify any areas of concern and development and move forward to develop a roadmap for completing the project both on time and within budget. This practice will significantly enhance County staff's understanding of the new software and our understanding of your current processes.



Phase 3: Execution Phase – Hands-on Workshops Simulate Real World Environment

The software will be configured based on the business process requirements gathered during the analysis phase. Once software engineering is complete (if required), testing will verify the software functions properly. The Aumentum Team will iteratively complete the configuration and testing of all software prior to delivery of any part of the application to the County. The result is software that has been thoroughly tested before it arrives at your site. The project will employ a system of both manually executed test cases and nightly automated testing. Ongoing Configuration and Conversion iterations will continue through this phase in preparation for the full system testing and preparations for production.



Phase 4: Performance and Control Phase – System End-to-End (E2E) Training and Testing

The primary workstreams during this phase:

- Formal Training workshops
- System End-to-End (E2E) Testing
- End-User Training

We are proposing an iterative training approach to help the users more fully adopt the new system. This training begins at the start of the Implementation and occurs throughout. During Phase 4, additional formal workshops are held with users to supplement any additional training needs and prepare for an end-to-end testing workstream. During these sessions, we can also assist the County by providing process guides and one-on-one assistance to super-users and future trainers to prepare them for ongoing production support of your staff. This combined approach provides a more long-term, self-sustaining delivery of training to your staff and end-users. Our staff will provide comprehensive training in all aspects of system use, administration, and problem resolution to your designated team. After the training workshops, your staff will be able to perform final testing of the system and can be better prepared to support additional end-users on system use during production use.

The Aumentum Team proposes a supervised E2E Testing phase and will provide on-site and remote support to guide your staff through the test cases defined in earlier phases. Including an E2E Testing cycle in the project will ensure a smooth transition with a quality software release and will allow a broader cross-section of users to have hands-on experience with the software, help finalize the setup, and provide feedback prior to Go-Live. While these activities increase the overall project duration, they are proven to mitigate software issues and de-risk the overall implementation.



Phase 5: Production and Closure Phase – Getting Ready for Go-Live

Once all preceding project milestones have been completed and approved, the final phase of the implementation will be the Go-Live period. “Go-Live” refers to the time the system will be moved over to a production mode and the staff will use the system in production. The exact timing of this Go-Live will be mutually agreed upon with the County during the earlier project phases.

Many final activities occur over this period, including but not limited to:

- Final issue resolution and regression testing
- Final configuration updates
- Final production conversion iteration
- Signoff on Go-Live milestones
- Documentation and agreement to the resolution plans of outstanding issues
- Production Stabilization assistance and Transition to Support

Once the system has been approved for Go-Live, our staff is typically onsite for Go-Live support for the duration specified in the project plan. After the completion of the Go-Live activities and the resolution of any issue with an agreed resolution plan identified prior to Go-Live, the Aumentum team will initiate a series of checklist activities to complete the implementation project and begin the initial transition to the Customer Operations group. While our Professional Services team will be actively engaged for the first 90-Days post-go-live and the optional Year One Success Plan after Go Live (effectively 15 months), the Customer Operations group will begin to serve as front-line support after Go-Live.

Deliverables for Project Success

During our many years of developing and implementing a comprehensive Property Assessment Platform, we have learned many lessons that have shaped and transformed the work we do today. Our process for implementation is a continual evolution, and we conduct project debriefs after each jurisdiction is brought into production to ensure we continue to improve for the next client.

One aspect of ensuring a successful implementation is that we will ensure a governance process that will be part of the implementation and after go-live. Our Professional Services team, the Subject Matter Expertise’s (SMEs) working hand in hand with you during custom requirement analysis & delivery/acceptance of new functionality, data conversion, mapping, business process innovation and User Acceptance Testing will be there as you transition to your production environment – and we will be hands on during the first **90 Days Post Go-Live**. As an additional option, that same team can play a key role, providing consulting services to support the County throughout the first year after that initial 90-day timeframe. This will ensure your office and staff have the knowledgeable experts on hand to support the critical processes that happen over the course of the year. We refer to this as our Optimization and Success Plan.

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Aumentum Project Management and Governance – Project Governance is managed through the Aumentum Technologies Project Manager (PM), in partnership with the County PMs. During the initial planning process, the PMs will review project objectives with the Stakeholders to then outline and appropriate project health metrics against which to track. That typically includes scope, schedule, financial, risk, and issue management, communications plans, among other areas. As those plans are formulated and metrics are best determined how to track, then the PMs will jointly govern those areas with regular updates to the project teams.

As part of the stakeholder and communications plan, regular Stakeholder communications will be defined to monitor the project health during the implementation. An escalation path will also be outlined. This Stakeholder group, made up of participants from both organizations, will act in an advisory capacity and help the project team remove roadblocks, manage risks and issues throughout the project and generally assist with institute a vision and goal for the project.

Partnership Mindset – implementing a complex, large scale Property Assessment and Tax Solution requires both vendor and County alignment, active communication, stakeholder engagement and keen focus on delivering each milestone. We are committed to being a partner for Jackson County, focused on your success and ultimately the successful delivery of your project – on time and on budget.

Documentation and Training – We are proposing an iterative training approach to help the users more fully adopt the new system. This training begins at the start of the Implementation and occurs throughout. During Phase 4, additional formal workshops are held with users to supplement any additional training needs and prepare for an end-to-end testing workstream. During these sessions, we can also assist the County by providing process guides and one-on-one assistance to super-users and future trainers to prepare them for ongoing production support of your staff. This combined approach provides a more long-term, self-sustaining delivery of training to your staff and end-users. Our staff will provide comprehensive training in all aspects of system use, administration, and problem resolution to your designated team. After the training workshops, your staff will be able to perform final testing of the system and can be better prepared to support additional end-users on system use during production use.

Project Quality Measurements – To ensure quality of the project and solution, we include the following activities throughout the project:

- Phase kickoff and exit discussions for each project phase. These sessions set the expectation for activities in the next phase and ensure the objectives were met before closing the phase.
- Lessons Learned sessions at the end of each project phase to identify best practices and address any concerns in future project phases.
- Milestone review meetings to show how acceptance criteria was met prior to submitting for signoff.
- Project Health reports at regular pre-defined intervals to provide a status of project activities, identify risks and mitigation plans, identify upcoming milestones and inform Stakeholders of next steps in the following period.
- Data Validation and balancing sessions with each conversion delivery to ensure the integrity of the converted database.

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- Application and End-to-End (E2E) Testing sessions to help users gain familiarity with the system with hands on experience using the system.
- Balancing activities within workshops and E2E training is very important to ensure data quality and accuracy.

Issue Resolution – Throughout the implementation of Aumentum for Jackson County, defects and issues will be tracked through our ticket tracking solution, which is an open, collaborative tool that all team members can access. Defects will be categorized from Severity Level 1 to 4 based on impact to current phase, volume of impact and a number of other attributes. Our experienced Professional Services subject matter experts will provide troubleshooting, analysis and triage, replicating issues on mirrored systems, and will respond accordingly.

Automated testing – Almost 3,000 Aumentum test cases have already been automated. These include end user acceptance test cases that can be leveraged out of the box when implementing Aumentum in other counties. Each automation test is expected to save about 4 hours of effort that may otherwise be required to write the test which translates to a saving of about 8,000 hours in an implementation project.

Change Management – The transition to Aumentum Platform will require a mindset shift for County staff. Our Change Management approach takes this into consideration, and we apply a systematic approach to helping people and organizations transition to a new, desirable state to meet the overall business strategy. There is one core principle that influences every aspect of change management: people are at the heart of making any change a success. Our experienced team will guide your staff through the transition to the new system.

A key aspect of a successful implementation for Jackson County is our proven project governance process that will be part of the implementation and will extend into Year One of Production. Our professional services team, the subject matter experts working together with you during custom requirements analysis, delivery and acceptance of new functionality, data conversion, mapping, business process innovation and User Acceptance Testing will be there as you transition to your production environment and will be hands-on during the first 90 days post-go-live and available for additional assistance for an additional 12 months.

Key Advantages of Our Project Management and Governance Process:

- **Partnership Mindset** – We are committed to being a partner for Jackson County, focused on your goals and ultimately the successful delivery of your project – on time and on budget.
- **Business Process Innovation** – This is a critical component for Jackson County, transitioning from Aumentum Tax and ProVal will allow for workflows, automation and business process enhancements that will benefit staff and improve services for the County's citizens.
- **Risk Mitigation** – Regular meetings and tracking during all phases of the project will reduce issues. We will hold lessons learned sessions throughout the implementation and work with you to incorporate these into our plans.
- **Data Conversion** – As a user of existing Aumentum Technologies products, we are uniquely positioned to convert ProVal and migrate Aumentum Tax data to the Aumentum Platform. No other software vendor has the knowledge and expertise of those systems that we do.

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- **Post-Go-Live Support** – Once Jackson County goes live on the Aumentum Platform, the full Professional Services implementation team will remain engaged with the County for the first 90 days of production to ensure the successful adoption of the Platform and will be available for any additional training or process guidance the County staff may require.
- **Optimization and Success Plan** – Additional Professional Services engagement beyond the first 90 days is available to Jackson County for an additional 12 months to aid the staff in critical processes from tax roll processing to valuation modeling so the County can be confident that in your use and adoption of the Aumentum Platform.

- **Warranty for proposed software**

As the County nears go-live readiness, the project team will work with Customer Operations to support the County through the move to Production. The Project team will be on-hand for the first 90-days of production to help the County through production stabilization and initial business processes in Aumentum.

During this initial 90-day period, the Project team stays fully engaged and works together with the Customer Operations Team to support the County as they begin production work in Aumentum and to complete any remaining implementation work. Beyond this period, the Project team can also be available to perform optional consulting work to assist the County with process reengineering, refresher training, and production work on a time and materials basis.

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Section 8 – Pricing

Pricing Sheet, Required Submission on Bonfire Portal

Base proposal for the software	\$1,818,645
Any options offered by the Respondent	N/A
Implementation and Training	\$2,539,600
Data Migration	Included
Software Maintenance and Hosting Fees for three years	\$1,929,220

Pricing Assumptions

Product Assumptions:

- As an existing Aumentum Technologies customer, Jackson County will not incur any software license fees for the core Tax Billing and Collections or Public Access modules. The software license fees we've proposed are for the integrated Aumentum Tax Sale and Business Revenue modules because that functionality is not already available via Ascend.
- The "Base Proposal for Software" pricing consists of one-time fees for the Tax Sale and Business Revenue modules software licenses, Jackson County-specific software customizations, and hosting setup and configuration services.
- A cloud-hosted deployment of the Aumentum Platform has been proposed. Should the County choose an on-premises implementation, we can adjust the proposed costs accordingly.
- The implementation of Public Access outlined in the proposal includes online tax lookup, payment collection, eBilling, eForms, and the Lender Payment Import functionality. If GIS mapping is needed, we can provide additional costs to include it after discussing the County's requirements
- The proposed Public Access solution assumes that Jackson County will select an online payment processor with which we have already integrated our Public Access module. Should the County select a processor not already integrated with our solution, additional fees will apply. A list of integrated payment processors can be provided upon request.
- No pricing for products or services in *Section 6 – Options* has been included. Pricing for those can only be determined after more detailed discussions with the County to better understand the requirements.
- Existing support and maintenance costs for Ascend will remain in effect until Aumentum Platform go-live at which point the annual recurring costs shown in the Cost Proposal will take effect.

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- We have included an additional 1,100 hours of custom development hours based on our understanding of the requirements outlined in the County's RFP. Upon award, we will work with the County to confirm the requirements and needed development efforts which could result in updated pricing.
- The hosting pricing included represents the fees to host and maintain three instances of Aumentum Platform, one for Production and two additional to be used for testing, training, or any other non-production activity.
- Billing for hosting fees will commence upon staging of the project and production Aumentum Platform environments during the implementation prior to go-live.
- The "Software Maintenance" pricing is based on a first year Aumentum software support fee of \$611,965 and includes all maintenance and support for all Aumentum Platform modules and hosting fees and support services for Aumentum Platform and Public Access.

Services Assumptions:

- Implementation services fees are inclusive of all necessary training, data conversion, and project management required for a successful migration to Aumentum Platform. There are no separate line items for data migration or training.
- Implementation will begin after any necessary product development work is completed and assumes a three-month conversion preparatory period before project start.
- The training services pricing includes standard user training on Aumentum Platform but also data model and correspondence training sessions.
- The implementation plan assumes a 12-month project duration to migrate Jackson County from Ascend to Aumentum Platform and includes an additional 90 days of post-go-live support from the implementation team. If additional assistance is requested through the first year, we can provide quotes for those services based on the County's needs.
- The implementation fees above include 200 hours of custom report, workflow, and interface development. This work is only billed as used and is up to the County to decide how to use them.
- Based on prior projects of similar size and scope, we have estimated 24 person trips to Jackson County through the implementation of Aumentum Platform. Travel is not included in the provided pricing and is billed-as-incurred. All travel will be approved by both Jackson County and Aumentum Technologies before it is arranged.

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Section 9 – Contractors Utilization Plan

We have included the required documentation in *Section 1 - Proposal Forms*.

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Section 10 – Missouri Business License, Compliance Certificate and W9

We have included the required documentation on the following pages.



John R. Ashcroft

Missouri Secretary of State

MISSOURI ONLINE BUSINESS FILING

[MY ACCOUNT](#)

[HOME](#)

[SEARCH](#)

[MISC INFO](#)

[UCC FILING](#)

[Cart](#)

[Help](#)

Welcome, Katy Mintz [Log Out](#)

Gen. Business - For Profit Details as of 5/27/2022

Required Field *

File Documents - select the filing from the "Filing Type" drop-down list, then click FILE ONLINE.

File Registration Reports - click FILE REGISTRATION REPORT.

Copies or Certificates - click FILE COPIES/CERTIFICATES.

[RETURN TO SEARCH RESULTS](#)

Create Filing

[FILE ONLINE](#)

Amended Articles Accepting Professional Corporation Law (Corp 43)

[ORDER COPIES/ CERTIFICATES](#)

General Information Filings Principal Office Address Contact(s)

Name(s)	MANATRON, INC.	Principal Office Address	510 E Milham Ave Portage, MI 49002-1439
Type	Gen. Business - For Profit	Charter No.	F001334682
Domesticity	Foreign	Home State	MI
Registered Agent	COGENCY GLOBAL INC. 9666 OLIVE BLVD STE 690 SAINT LOUIS, MO 63132	Status	Good Standing
Date Formed	5/29/2020		
Duration	Perpetual		
Report Due	8/31/2022		

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Jackson County Missouri

Certificate of Compliance



In accordance with Jackson County Code Chapter(s) 6 and 10,
this Certificate of Compliance is hereby issued to:

Aumentum Technologies
2429 Military Rd 300
Niagara Falls, NY 14304
2022 Certificate: 20220202VC679

Issued: 2022-02-02

Expires: 2022-12-31

The above named firm/agency has met the following requirements:

Is duly listed and assessed on the tax rolls of Jackson County, Missouri and is not delinquent in the payment of any taxes due to the County, or did not have on December 31st of the previous year any property subject to taxation by the County

Attests and agrees to Chapter 6 of the Jackson County Code which prohibits discriminatory employment practices and promotes equal employment opportunity by contractors doing business with Jackson County.

Chief Compliance Review Officer
Jackson County Missouri
816-881-3302
compliance@jacksonsongov.org

**Request for Taxpayer
Identification Number and Certification**

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Manatron, Inc

2 Business name/disregarded entity name, if different from above
Aumentum Technologies

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
510E Milham Ave

6 City, state, and ZIP code
Portage, MI 49002

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-					
OR								
Employer identification number								
3	8	-	1	9	8	3	2	8

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *Deb Loveridge* Date ▶ **08/12/2020**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Section 11 – Exceptions to the RFP and Sample Master Agreement

We have included the County's Exception form in *Section 1 - Proposal Forms*.

The County's RFP, the response from Manatron, Inc. ("Aumentum Technologies" or "Aumentum Tech"), and the contract negotiation process will be used to define the County's expectations and to determine where gaps may occur between the County's expectations and Aumentum Tech's offerings. Aumentum Technologies would expect that the final agreement would be based on the County's RFP, Aumentum Technologies Response and either our Sample Agreements or industry standard terms and conditions specific to software licensing, Maintenance & Support and Professional Services requirements, and a Statement of Work.

Aumentum Technologies has included a copy of its standard agreement covering our offerings and would expect to negotiate mutually agreeable final contracts with the County, including an underlying Statement of work(s) describing the actual scope of services to be delivered as part of the project. Aumentum Technologies may also be willing to amend its existing agreement with the County specific to this awarded project.

A copy of our standard Agreement (and applicable Schedules) is included in this section.

Section 8.4., Page 8 of 9

Aumentum Technologies anticipates that the final agreement shall be based on the County's RFP, our response, the County's Sample Agreement, and potentially based on our standard terms and/or industry norm standard agreements for software licensing, maintenance, and implementation / professional services requirements. The final agreement between Aumentum Technologies and the County should include provisions typically seen in software agreements, including: limitation of liability (which will be at one (1) times fees paid under the contract(s)), and shall not include damages related to indirect, consequential, special or aggravated), warranty, license use and restrictions (such as copying restrictions, User restrictions and reverse engineering type restrictions), mutually acceptable acceptance terms, payment terms (including the use of milestones for payment and license fees paid up front), maintenance terms, approved Statements of Work, and other provisions typical in software license/support/service agreements and that the absence of any clauses in County's RFP will not affect our ability to negotiate such clauses and to modify the standard contract as needed.

MASTER AGREEMENT FOR LICENSED SOFTWARE, HARDWARE, AND SERVICES

Effective as of the date that this Agreement is last signed by either party (the "Effective Date").

By and Between	And
Manatron, Inc. 2429 Military Road, Suite 300 Niagara Falls, NY 14304 ("Aumentum Technologies" or "Aumentum Tech")	_____ COUNTY, _____ ("Customer")
Attention: Matthew Henry, Lead Contract Administrator Telephone No.: (866) 471-2900 E-mail Address: MHenry2@HarrisComputer.com	Attention: Telephone No.: E-mail Address:

This Master Agreement for Licensed Software, Hardware, and Services sets forth the terms and conditions under which Aumentum Tech shall license the software programs, sell the hardware, and/or provide the support and other services described in the attached Schedules _____ and all future Schedules that reference the Master Agreement No. _____. The term "Agreement" means this Signature Page, the attached General Terms and Conditions, and all Schedules attached hereto or subsequently signed by the parties.

The parties have executed this Agreement as of the dates set forth below their respective signatures.

AUMENTUM TECHNOLOGIES

_____ COUNTY, _____

By: _____
(Signature)

By: _____
(Signature)

Its: _____
(Typed or Printed Position)

Its: _____
(Typed or Printed Position)

Date: _____

Date: _____

Witnessed: _____
(Signature)

By: _____
(Signature)

By: _____
(Typed or Printed Name)

Its: _____
(Typed or Printed Position)

Date: _____

By: _____
(Signature)

Its: _____
(Typed or Printed Position)

Date: _____

Witnessed: _____
(Signature)

Date: _____

Master No.: _____



GENERAL TERMS AND CONDITIONS

1. DEFINITIONS.

As used in this Agreement:

"Acceptance" shall have the meaning set forth in Section 3.2.2.

"Compliance Update" means a change made to the Software to reflect a mandated change in an applicable Law.

"Computer System" means the digital computer processor(s), random access memory, disk subsystem, network software, Database Software, operating system software, and other hardware or software components or programs that are used in conjunction with the Hardware and/or Software.

"Customization" means any improvement, derivation, extension or other change to the Software made by Aumentum Tech at the request of Customer, including any that result from the joint efforts or collaboration of Aumentum Tech and Customer. Aumentum Tech may, from time to time and in its sole discretion, incorporate Customizations into the Software as "Enhancements."

"Database Software" means relational database management systems (RDMS), such as Microsoft SQL Server, Oracle, or similar Third-Party Software that is utilized by the Software to store Customer data on a disk sub-system as part of the operation of the Software.

"Designated Processor" means the computer processing device that provides the primary control for the interpretation and execution of the Software and is designated on the applicable Schedule or, if not so identified, on which the Software is initially installed or, if a software activator device is required, the computer processing device within which the software activator is properly installed.

"Documentation" means any standard operator and user manuals, product specifications, glossary, index, training materials, and other similar materials, as may be updated or amended from time to time, and generally made available and provided by Aumentum Tech for use with the Software.

"End User" means the Customer or any employee(s), affiliate(s), agent(s), representative(s), or any other person under the direction or control of the Customer that uses the Software to perform certain functions or tasks as required by the Customer.

"Enhancement" means any modification or addition that, when made or added to the Software, changes its utility, efficiency, functional capability, or application. Aumentum Tech may, in its sole discretion, designate an Enhancement as minor or major.

"Error" means any failure of the Software to conform in any material respect to the functional specifications contained in the Documentation, as published from time to time by Aumentum Tech.

"Error Corrections" means a modification or an addition that, when made or added to the Software, establishes material conformity of the Software to the Documentation, or a procedure or routine that, when implemented in the regular operation of the Software, eliminates the practical adverse effect on Customer of such nonconformity.

"Hardware" means the Computer System components and equipment, other than the Database Software, Software, and Third-Party Software as listed in the applicable schedule.

"Implementation Plan" means a detailed description of the tasks to be performed by each party in connection with the implementation of the Software, the deliverables for each task, and the commencement and completion dates for each task.

"Installation" means all preparation, processing, and other tasks necessary to install the Database Software, Software, or Third-Party Software on the Designated Processor to make it operational.

"Installation Date" means the date on which Aumentum Tech completes Installation of the Hardware at a location specified by Customer, or of the Software or Third-Party Software on the Designated Processor or, in the case where Customer requests or causes a material delay in the performance of installation, the date set forth in the Implementation Plan for commencement of installation (if for Hardware) or acceptance testing (if for Software or Third-Party Software).

"Law" means any state, county, or local statute, law, ordinance, or code applicable to a party in the performance of its obligations under this Agreement.

"Maintenance & Support Services" shall have the meaning set forth in Section 5.1.

"Minimum Requirements" means the minimum requirements for the Computer System as set forth on the associated Schedules or the Documentation. The Software may operate on a Computer System that is below the Minimum Requirements, but such operation is not warranted by Aumentum Tech.

"Notice of Completion" means: (a) if Aumentum Tech is to provide implementation services, a written notice from Aumentum Tech stating that installation and implementation of all Hardware, Software, and/or Third-Party Software at Customer's site has been completed and that the Software is available for acceptance testing; or (b) in all other cases, a written notice from Aumentum Tech stating that all Hardware, Software, and/or Third-Party Software has been delivered.

"Professional Services" means any Installation, Implementation Service(s), Software configuration, training, consulting, Support Service(s), Customization, and other similar service(s) performed by Aumentum Tech under the terms of this Agreement.

"Project Management" means the process of planning, scheduling, and controlling certain activities in order to meet project objectives.

"Required Consent" means any consents or approvals required to give Aumentum Tech and its subcontractors the right or license to access, use, or modify (including creating derivative works) the hardware, software, firmware and other products that Customer makes available to Aumentum Tech for use to provide the Services, without infringing the ownership or license rights (including patent and copyright) of the providers or owners of such products. Customer will promptly obtain and provide to Aumentum Tech all Required Consents necessary for Aumentum Tech to provide the Services under this Agreement. Both parties will use commercially reasonable efforts to determine mutually acceptable "work arounds" should Customer be unable to provide such Required Consents. Ultimately, however, Aumentum Tech will be relieved of the performance of any obligations that may be affected by Customer's failure to promptly obtain and provide any required consents to Aumentum Tech.

"Schedule" and **"Schedules"** shall have the meanings set forth in Section 2.1.

"Seat" means a unique physical device, such as a terminal, microcomputer, or similar computing device that is part of the Computer System at which an End User has access to some or all of the Software or Third-Party Software.

"Site" means a single physical location and single database for which the Software is licensed. The number of Sites for which Customer is licensed to use the Software shall be specified in the applicable Schedule.

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“**Software**” means the software program(s) (in object code format only) identified on the applicable Schedule, and includes Error Corrections, Compliance Updates, Statutory Reports, and new Versions of such program(s) that may be provided under this Agreement. The term “Software” excludes any Third-Party Software.

“**Software Modification**” has the same meaning as “Customization” if made at the request of Customer under the terms of this Agreement, and as “Enhancement” when made by Aumentum Tech as part of the development or enhancement of the Software or Third-Party Software.

“**Statutory Reports**” means those reports provided by Aumentum Tech that must be: a) automated compiled data reports (not forms, transmittals, cover letters, or correspondence. b) specifically mandated by State Law (not optional or desirable.). c) have all data content and format described in complete detail by mandating authority and d) all report data content must already be contained within GRM’s standard database by means of in-scope data conversion and/or generated by standard application features.

“**Test Period**” means the thirty (30) day period following (a) Customer’s receipt of the Notice of Completion or (b) in the case where Customer requests or causes a material delay in the performance of implementation services, the date set forth in the Implementation Plan for commencement of acceptance testing.

“**Third-Party Software**” means any third-party software program(s) provided to Customer under this Agreement and listed on the applicable Schedule.

“**Version**” means any new version, release, adaptation, or modification of the Software, which may include major and minor Enhancements, Error Corrections, Compliance Updates, patches, and/or hot fixes. Versions are indicated by Aumentum Tech’s standard Software numbering system.

“**Web Hosting**” means providing the infrastructure, such as the hardware, software, and communication lines necessary to enable a computer system to communicate with a designated server.

2. SCHEDULES.

2.1 **Schedule(s).** Aumentum Tech shall license the Software, provide the Hardware, and perform the services described in the schedules designated on the Signature Page and such additional schedules as the parties may execute from time to time (individually and collectively referred to as the “Schedule” and “Schedules”).

2.2 **Conflicting Terms.** Each Schedule shall be a part of and governed by the terms and conditions of this Agreement. If there is a conflict between these General Terms and Conditions and any Schedule, the terms of the Schedule shall control unless otherwise noted in any Schedule.

3. SOFTWARE LICENSE.

3.1 **Grant.** Aumentum Tech grants to Customer a perpetual, nontransferable (except as otherwise provided in Section 18.9), nonexclusive license to use the Software and Documentation solely on the terms and conditions set forth in this Agreement.

3.2 Acceptance Testing.

3.2.1 During the Test Period, Customer may test the Software to verify that it conforms in all material respects to the Documentation. If the Software does not so conform, Customer shall promptly notify Aumentum Tech in writing, and Aumentum Tech shall work diligently to correct all nonconformities free of charge to Customer. If after a reasonable period of time Aumentum Tech is unable to correct nonconformity in the Software, Customer may, as its sole and exclusive remedy, return the Software and Documentation to Aumentum Tech and receive a refund of any payments received for the license fee.

3.2.2 The Software shall be considered accepted for all purposes (“Acceptance”) upon the earliest of: (a) notification by Customer that the Software is in compliance; (b) expiration of the Test Period if Customer fails to notify Aumentum Tech of any material nonconformity during that period; or (c) use of the Software by Customer for any purpose other than testing.

3.3 Scope of Rights. Customer may:

3.3.1 Install the Software on the Designated Processor and may, upon prior written notice to Aumentum Tech, move the Software to a different processor, or, in the event of a disaster, run the Software on a back-up processor.

3.3.2 If the Software is licensed on a Seat basis, use and execute the Software only on the licensed number of Seats designated on the applicable Schedule. Unless otherwise provided on the applicable Schedule, Customer must purchase a license for each Seat that has access to the Software.

3.3.3 If the Software is licensed on a Site basis, use and execute the Software only in connection with the operations of the Site(s). Unless otherwise provided in the applicable Schedule, Customer must purchase a license for each site for which the Software is used.

3.3.4 Make copies of the Software for backup and archival purposes only, provided that (a) no more than two (2) copies of the Software are in existence at any one time, and (b) Aumentum Tech’s copyright and other proprietary legends are reproduced on each copy. Customer shall keep appropriate records of the number and location of all copies and make such records available to Aumentum Tech upon request. All copies that are made by Customer shall be the property of Aumentum Tech.

3.3.5 Make copies of the Documentation for Customer’s internal use only, provided that Aumentum Tech’s copyright and other proprietary legends are reproduced on each copy.

3.4 Restrictions. In addition to other restrictions set forth in this Agreement, Customer may not:

3.4.1 Use, copy, modify, or distribute the Software (electronically or otherwise) or any copy, adaptation, transcription, or merged portion thereof except as expressly authorized under this Agreement;

3.4.2 Use the Software for any purpose for the benefit of any third party (including any body of government other than the entity that executes this Agreement) in a commercial, retail, service bureau, or similar enterprise;

3.4.3 Translate, reverse engineer, decompile, recompile, update, enhance, or create derivations of all or any part of the Software, or merge any Software with any other software or program, including, without limitation, the structure and sequence of any database and/or database files, including those created by Customer under this Agreement; or

3.4.4 Without prior written approval of Aumentum Tech, modify or manipulate the data maintained in the standard database structure schema that is documented as part of the Software, except by those provided in the Software.

3.4.5 Without prior written approval of Aumentum Tech, modify, extend, or add tables, including, without limitation, the structure and sequence of any database or database files that are used by the Software, including those created by or for Customer under this Agreement; or

3.4.6 Remove the labels or any proprietary legends from the Software or its Documentation.

3.5 Title. Aumentum Tech reserves all rights not expressly granted to Customer hereunder. Customer understands that the license granted herein transfers neither title nor proprietary rights to

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Customer with respect to the Software or Documentation. Any data supplied by Customer shall remain the property of Customer.

3.6 Right to Audit. Aumentum Tech shall have the right, within ten (10) days of Aumentum Tech's written request, during normal business hours and at times mutually agreed upon by Aumentum Tech and Customer, to audit Customer's use of the Software to monitor compliance with this Agreement. If an audit reveals that Customer has exceeded the restrictions on use, Customer shall be responsible for the reimbursement of all costs related to the audit and prompt payment by Customer to Aumentum Tech of the underpayment.

3.7 Third-Party Software. Customer acknowledges and agrees that each Third-Party Software product is the property of the respective third-party owner or licensor and that Customer has no right or title, nor will it assert any right or title, in the same except as expressly granted in writing by the terms and conditions of such third-party license or purchase agreement. All Third-Party Software provided to Customer under this Agreement shall be used only in accordance with the applicable license agreement from the third-party owner or licensor.

3.8 Tools; Customizations. Customer shall not have any right to independently make such changes to the underlying code of the Software. Customer may develop, and shall retain ownership of, hooks, interfaces, or similar tools for use with the Software, provided that the hook, interface, or tool does not use any part of the Software or require any modification or alteration of the underlying code of the Software. Aumentum Tech shall own all right, title, and interest (including all associated intellectual property rights) in and to any Customizations to the Software.

4. HARDWARE.

4.1 Delivery. If Hardware is provided to Customer under this Agreement, Aumentum Tech shall coordinate delivery of the Hardware to Customer. Aumentum Tech shall deliver all Hardware to Customer FOB Customer's location.

5. MAINTENANCE & SUPPORT SERVICES.

5.1 Scope. Provided that Customer is current in the payment of the applicable fees, Aumentum Tech shall provide the following maintenance and support services:

5.1.1 Telephone Support. Aumentum Tech shall provide Customer with telephone support services for Hardware and Software from 8:00 a.m. to 5:00 p.m. local Customer time, Monday through Friday, excluding the following holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the immediately succeeding Friday, Christmas Eve, and Christmas Day. Aumentum Tech may from time to time amend its holiday schedule upon at least sixty (60) days' prior notice to Customer.

5.1.2 Web Site. Aumentum Tech shall maintain a web site that contains information concerning the Software and Maintenance & Support Services.

5.1.3 Error Corrections. Aumentum Tech will respond to any Errors reported by Customer in accordance with its response policy attached hereto as Appendix A. Aumentum Tech may from time to time amend its response policy upon at least sixty (60) days' prior notice to Customer.

5.1.4 Compliance Updates. Aumentum Tech shall exercise due diligence and provide Customer, in a timely manner, with Compliance Updates, provided that Customer actively monitors changes in applicable laws and provides Aumentum Tech with timely written notification of such changes. Customer understands and agrees that Aumentum Tech's ability to meet its obligations under this Section 5.1.4 is contingent upon publication of the change by the applicable regulatory agency and notification to Aumentum Tech in a manner that provides Aumentum Tech sufficient time to prepare and distribute the Compliance Update before the effective date of the change. Aumentum Tech shall not

be responsible for and assumes no liability for any failure by any agency to provide sufficient advance notice of any change or any errors or omissions contained in any information provided by any agency. Some compliance updates may require a nominal technical effort by Aumentum Tech. In such case, those updates will be included in the maintenance fees at no additional cost. All other compliance update effort by Aumentum Tech shall be spread on an equitable basis across Aumentum Tech's affected customer base, on a time and materials basis.

5.1.5 Versions. Aumentum Tech shall provide Customer with new Versions of the Software. Customer understands that its implementation of a new Version may require Customer to upgrade its Computer System. The maintenance and support services described in Sections 5.1.1 through 5.1.5 above are herein collectively referred to as "Maintenance & Support Services" Provided that Customer is current in the payment of the applicable fee and not otherwise in breach of the Agreement, Aumentum Tech shall provide Maintenance & Support Services for the current Version of the Software for the term described in Section 15.2 (Term of Maintenance & Support Services).

5.2 Customer Obligations.

5.2.1 Customer shall designate one or more persons, depending on the size and complexity of Customer's application, through whom requests by Customer for Maintenance & Support Services shall be made. Aumentum Tech shall not be required to accept calls or requests from anyone other than a designated contact person. Customer may change its designated contact person at any time upon notice to Aumentum Tech.

5.2.2 Customer shall implement and follow the reasonable written instructions of Aumentum Tech regarding operation of the Software.

5.2.3 Customer shall comply with the applicable Documentation.

5.2.4 Customer shall purchase, install, and maintain a Computer System that complies with the Minimum Requirements.

5.3 Third-Party Software Support. Aumentum Tech shall provide Customer with telephone assistance for the Third-Party Software during the hours set forth in Section 5.1.1. If Aumentum Tech is unable to resolve a problem with the Third-Party Software, it shall contact the appropriate vendor on Customer's behalf and coordinate and monitor correction efforts by the vendor.

5.4 Hardware Maintenance. Aumentum Tech may provide maintenance services for Hardware or third-party hardware and equipment as set forth in the applicable Schedule ("Hardware Maintenance"). Hardware Maintenance shall not include standard supplies such as ribbons, paper, forms, media, print heads, toner, or laser drums. Aumentum Tech is not responsible or liable for any problems associated with Customer's installation or use of any third-party hardware, equipment, or system or application software not purchased by Customer from Aumentum Tech or the attachment of third-party hardware or equipment to the Customer's Computer System. Aumentum Tech is not obligated to repair damage to any Hardware or third-party hardware or equipment caused either directly or indirectly by nuclear radiation, accident, negligence or abuse, electrical power fluctuation, fire, windstorm, acts of terrorism, or acts of God.

5.5 Services Outside Scope. The exclusions set forth in Section 10.4 shall apply to Aumentum Tech's obligations to provide Maintenance & Support Services under this Section 5. Services provided by Aumentum Tech that are not within Aumentum Tech's obligations under this Agreement shall only be performed after the execution of, or an amendment to, a Professional Services Schedule or an approved change control and shall be billed at Aumentum Tech's then-current time-and-material charges, including travel and all other out-of-pocket

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expenses. Aumentum Tech shall bill Customer a minimum charge of two (2) hours for all services provided under this Section 5.5.

6. OTHER SERVICES.

6.1 **Description.** Aumentum Tech shall provide Services (other than Maintenance & Support Services) as set forth in the applicable Schedule.

6.2 **Implementation Services.** The terms set forth in this Section shall apply if the applicable Schedule provides for the provision of implementation services by Aumentum Tech:

6.2.1 **Joint Development.** Aumentum Tech and Customer shall jointly develop the Implementation Plan using Aumentum Tech's standard implementation methodology. The Implementation Plan shall be made part of the applicable Schedule without any further action.

6.2.2 **Amendments.** Aumentum Tech and Customer contemplate that the Implementation Plan will from time to time be amended during the project. All amendments to the Implementation Plan shall be made in writing on a change control request form and signed by the Project Manager for each party (as defined below). Services requested of and provided by Aumentum Tech that are not within Aumentum Tech's obligations under this Agreement shall be subject to the payment provisions set forth in Section 8.3.

6.2.3 **Performance Dates.**

6.2.3.1 **Interdependencies of Dates.** Each party understands that any variation from the performance dates set forth in the Implementation Plan may adversely impact project milestones and completion dates, including, without limitation, the date of completion of the project.

6.2.3.2 **Efforts.** Each party agrees to use commercially reasonable efforts to fulfill its obligations under the Implementation Plan and to meet the performance dates set forth in the Implementation Plan.

6.2.3.3 **Adjustments.** To the extent that either party fails to perform its obligations in accordance with the performance schedule that is set forth in the Implementation Plan, the parties may negotiate an adjustment to the schedule in accordance with Section 6.2.2.

6.2.4 **Aumentum Tech Project Manager.**

Aumentum Tech shall, as soon as practicable following the execution of the applicable Schedule, assign a project manager (the "Aumentum Tech Project Manager") who shall have the principal responsibility for overseeing and managing the performance of obligations of Aumentum Tech under the Schedule and who shall be the primary point of contact for Aumentum Tech. Aumentum Tech may not substitute other persons in this position without the prior written approval of Customer, which approval shall not be unreasonably withheld. Aumentum Tech agrees that the Aumentum Tech Project Manager shall dedicate such time as needed to perform the services in accordance with the performance schedule set forth in the Implementation Plan.

6.2.5 **Customer Project Manager.**

Customer shall, as soon as practicable following the execution of the Schedule, assign a project manager (the "Customer Project Manager") who shall have the principal responsibility for overseeing and managing the performance of obligations of Customer under the Schedule and who shall be the primary point of contact for Customer. Customer may replace the person serving as its Customer Project Manager upon prior written notice to Aumentum Tech.

7. INSURANCE

7.1 **Insurance Coverage.** During the term of this Agreement, Aumentum Tech shall maintain insurance coverage covering its operations as follows:

Insurance Type	Maximum Coverage Amount (per occurrence)
Workers' Compensation and Employer Liability.	No less than the limits of liability required by law.
Automobile Liability.	No less than \$1,000,000
Data Processing Errors & Omissions.	\$3,000,000
Commercial General Liability:	
General Aggregate	\$ 2,000,000
Products	2,000,000
Personal/Advertising Injury	1,000,000
Each Occurrence	1,000,000
Fire Damage	1,000,000
Medical Expenses	10,000

7.2 **Certificate.** Upon request by Customer, Aumentum Tech shall provide Customer with certificate(s) of insurance. Aumentum Tech shall use all commercially reasonable efforts to provide Customer with at least thirty (30) days written notice prior to the expiration or cancellation of coverage afforded under the applicable policies.

8. FEES AND PAYMENT TERMS.

8.1 **License Fees.** Customer shall pay Aumentum Tech the license fees set forth in the applicable Schedule. Unless otherwise provided in the applicable Schedule, the license fees shall be payable in full by Customer upon the earlier of (i) execution of this Agreement, (ii) execution of the applicable Schedule, or (iii) delivery of Software to Customer.

8.2 **Support Fees.** Customer agrees to pay Aumentum Tech the support fees set forth in the applicable Schedule. Unless otherwise stated in the applicable Schedule, support fees shall be invoiced annually in advance, commencing on the date Go-Live. Aumentum Tech shall have the right to increase the annual support fees for existing Software Versions upon prior written notice. Support fee increases shall not be arbitrary or unreasonable. In the event Aumentum Tech provides Customer with any new software product or Version, Aumentum Tech may publish and apply a revised Maintenance & Support Services fee schedule that shall not be subject to the aforementioned price increase limitations. The annual support fee shall be adjusted to reflect any purchases of additional Seat licenses by Customer.

8.3 **Other Services Fees.** Unless otherwise stated in the applicable Schedule, Statement of Work, or mutually agreeable document, Customer shall pay all fees for Services (other than Maintenance & Support Services) on a time-and-material basis based on Aumentum Tech's then-current rates and charges for the Services. Aumentum Tech will bill other Services as used.

8.4 **Hardware Fees.** Customer agrees to pay Aumentum Tech the fees for Hardware set forth in the applicable Schedule. Unless the applicable Schedule states otherwise, Hardware fees shall be due and payable in full by Customer upon shipment of the Hardware.

8.5 **Reimbursable Expenses.** Customer agrees to reimburse Aumentum Tech for all reasonable and customary out-of-pocket expenses, including, but not limited to, travel, tolls, parking, lodging, and communication expenses incurred by Aumentum Tech in connection with the performance of Services. Meal expenses shall not exceed Aumentum Tech's then-current per-diem amount.

8.6 **Invoices/Acceptance.** All invoices are due within 30 days of receipt or as specified in the applicable Schedule. If Customer delays an invoice payment for any reason, Customer shall promptly notify Aumentum Tech in writing the reasons for such delay. All Professional Services provided against subsequent agreements and less than \$25,000 shall be invoiced upon signing of the related contract

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addendum, Letter of Authorization, Change Request, or related agreement. Unless otherwise agreed by both parties, Aumentum Tech may apply any payment received to any delinquent amount outstanding.

8.7 Taxes. The fees set forth in this Agreement do not include any amounts for taxes. Unless Customer provides Aumentum Tech with proof of exemption therefrom, Customer shall pay all applicable taxes levied by any tax authority based upon this Agreement, the Software, Hardware, and/or any Professional Services performed by Aumentum Tech, excluding any taxes based upon Aumentum Tech's income. It shall be Customer's sole obligation to challenge the applicability of any tax. If Customer shall become subject to tax at any time following the execution of this Agreement, Aumentum Tech shall have the right to assess the tax liability applicable under this Agreement to Customer, and Customer agrees to pay Aumentum Tech for such tax liability within thirty (30) days after receiving written notice of such tax liability from Aumentum Tech.

8.8 Penalties for Delay. Neither Customer nor Aumentum Tech shall be subject to any delay penalty, contract fee adjustment, offset or liquidated damages as a result of any delay, except for the delay of payment(s) as set forth in Section 8, unless specifically set forth in the applicable Schedule.

8.9 Price Changes. If Aumentum Tech utilizes a third-party Hardware Maintenance services provider, Aumentum Tech shall be entitled to change any price charged to Customer for Hardware Maintenance services upon thirty (30) days prior (to the next invoicing cycle) written notice in order to pass through to the Customer any price increases or decreases which the Hardware Maintenance services provider may from time to time make. Aumentum Tech shall be entitled to increase any price charged to Customer for Third-Party Software and/or Hardware Maintenance services provided by Aumentum Tech upon thirty (30) days prior written notice to Customer, but no more than once every twelve (12) month period under this Agreement.

9. ADDITIONAL CUSTOMER RESPONSIBILITIES.

9.1 Communications Equipment. At a minimum, Customer is required to provide Aumentum Tech with access to their network over the Internet. Internet-based connections must be secured using the Microsoft Windows or Cisco VPN client. All other VPN clients are not supported.

9.2 Site Condition. Customer shall maintain site conditions that conform to common industry standards for all computer systems and/or media devices.

9.3 Records. Customer shall create and maintain timely, accurate, and readable electronic back-ups of all data and program and system files.

9.4 Computer Virus Protection. Customer shall, at its own expense, install and periodically update a computer virus program to protect its Computer System and database from computer viruses that may, from time to time, be transmitted or downloaded. Aumentum Tech shall not be responsible for any computer virus and expressly disclaims any liability for loss or damage caused by any computer virus on Customer's computer platform or database.

9.5 Security. Customer shall, at its own expense, protect the security of its Computer System and prohibit unauthorized access to the Computer System. Aumentum Tech shall not be responsible for any security breach and expressly disclaims any liability for loss or damage caused by the unauthorized access to Customer's Computer System.

10. WARRANTIES.

10.1 Software. Aumentum Tech warrants that the Software will conform in all material respects to the functional specifications contained in its then-current Documentation for a period of thirty (30) days after the Acceptance Date. Aumentum Tech agrees to correct or replace, at no charge, any nonconformity of which it receives notice during the warranty period. In addition, Aumentum Tech warrants that any Enhancement, Compliance Update, and/or Error Correction will conform

in all material respects to the functional specifications contained in the then-current Documentation. The warranty for any Enhancement, Compliance Update, and/or Error Correction shall expire simultaneously with the expiration of the Software warranty. Aumentum Tech's sole obligation to Customer, and Customer's exclusive remedy for breach of warranty under this Section 10.1, is the correction or replacement of any nonconformity. Customer shall provide Aumentum Tech with written notice that nonconformity exists, and Aumentum Tech shall have a reasonable period of time, based on the severity of the nonconformity, to correct the Software. Aumentum Tech warrants that the Software does not contain any disabling devices that would allow Aumentum Tech to terminate operation of the Software. Aumentum Tech further warrants that, to the best of its knowledge, the Software does not contain any viruses.

10.2 Services. Aumentum Tech warrants that all Services provided under this Agreement will be performed in a workmanlike manner. Customer shall notify Aumentum Tech in writing of any breach of this warranty within thirty (30) days after completion of the Service. Aumentum Tech's sole obligation to Customer, and Customer's exclusive remedy for breach of this warranty, is re-performance of the Service.

10.3 Third-Party Software; Hardware. AUMENTUM TECH MAKES NO WARRANTY WITH RESPECT TO ANY HARDWARE OR THIRD-PARTY SOFTWARE, AND WHATEVER WARRANTY MAY APPLY TO ANY HARDWARE OR THIRD-PARTY SOFTWARE PRODUCT, IF ANY, IS ONLY AS IS EXPRESSLY STATED BY THE THIRD-PARTY MANUFACTURER, OWNER, OR LICENSOR OF THE HARDWARE OR THIRD-PARTY SOFTWARE. AUMENTUM TECH EXPRESSLY DISCLAIMS ALL WARRANTIES FOR THE HARDWARE AND THIRD-PARTY SOFTWARE, WHETHER EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER WILL INDEMNIFY AUMENTUM TECH AND ITS AFFILIATES AGAINST DAMAGES THEY INCUR AS A RESULT OF A THIRD PARTY CLAIM ARISING FROM CUSTOMER'S USE OF THE THIRD-PARTY SOFTWARE.

10.4 Exclusions. Aumentum Tech's warranty obligations and other obligations under this Agreement with respect to the Hardware and Software are expressly conditioned upon Customer's proper use and do not include:

10.4.1 Support or correction of errors or increases in service time that result from (a) accident, neglect, misuse, or use other than ordinary use; (b) failure of electrical power, air conditioning, or humidity controls that cause a computer failure; and (c) modifications made to the Software by other than a representative of Aumentum Tech;

10.4.2 Problems and errors that Aumentum Tech and/or Customer cannot reproduce;

10.4.3 Problems relating to or caused by (a) any hardware, third-party software, Internet Service Provider (ISP), or software that was not supplied by Aumentum Tech, or (b) use of a Computer System that does not meet the Minimum Requirements; or

10.4.4 Problems relating to or caused by changes in, or modifications to, the operating characteristics of any computer hardware or operating system for which the Software is procured.

10.4.5 Corrections of errors, defects, and malfunctions that are traceable to any of the foregoing or to any Customer errors or system changes, any ISP, or any third-party hardware and/or software shall be billed at Aumentum Tech's then-current time-and-material rates, plus travel related expenses.

10.5 Disclaimer. THE WARRANTIES SET FORTH IN THIS SECTION 10 ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. AUMENTUM TECH EXPRESSLY DISCLAIMS ALL OTHER

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WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE.

11. CONFIDENTIAL INFORMATION.

11.1 Defined. As used in this Section 11, "Confidential Information" includes the Software and Customizations in any embodiment, the terms, conditions, and pricing of this Agreement, and either party's technical and business information relating to inventions or software, research and development, future product specifications, engineering processes, costs, profit or margin information, marketing, and future business plans, as well as any and all internal customer and employee information, and any information exchanged by the parties that is clearly marked with a confidential, private, or proprietary legend. Information that is conveyed orally shall be designated as Confidential Information to the extent that it meets the requirements of the definition. Notwithstanding any provision in this Section 11.1, Customer specifically acknowledges that the Software, including without limitation the database architecture and sequence and Documentation, comprise Confidential Information and know-how that are the exclusive property of Aumentum Tech.

11.2 Nondisclosure. The parties agree, unless otherwise provided in this Agreement or required by law, not to use or make each other's Confidential Information available to any third party for any purpose other than as necessary to perform under this Agreement. The recipient shall protect the Confidential Information from disclosure by using the same degree of care, but no less than a reasonable degree of care, that it uses to protect its own confidential information of a like nature to prevent its unauthorized use, dissemination, or publication by its employees or agents. Customer further agrees that it will not allow any form or variation of the Software to enter the public domain. Both parties acknowledge that any breach of its obligations with respect to Confidential Information may cause the other irreparable injury for which there are inadequate remedies at law, and that the non-disclosing party shall be entitled to equitable relief in addition to all other remedies available to it. Customer shall not disclose the results of any performance or functionality tests of the Software to any third party without Aumentum Tech's prior written approval.

11.3 Exceptions. A party's Confidential Information shall not include information that (a) is or becomes publicly available through no act or omission of the recipient; (b) was in the recipient's lawful possession prior to the disclosure and was not obtained by the recipient either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the recipient by a third party without restriction on recipient's disclosure, and where recipient was not aware that the information was the confidential information of discloser; (d) is independently developed by the recipient without violation of this Agreement; or (e) is required to be disclosed by law.

12. INTELLECTUAL PROPERTY INDEMNIFICATION.

12.1 Scope. Aumentum Tech agrees to indemnify and defend Customer against any claim or action brought by any third-party for actual or alleged infringement of any United States patent, copyright, or trade secret based upon Customer's own internal use of the Software in accordance with this Agreement and to pay any damages and costs finally awarded against Customer or paid in settlement. Aumentum Tech shall have the sole right to conduct the defense of any claim or action and all negotiations for its settlement, unless the parties to this Agreement agree otherwise in writing.

12.2 Notice. Customer shall give Aumentum Tech prompt written notice of any threat, warning, or notice of any claim or action that could have an adverse impact on Aumentum Tech's rights in the Software. Customer will provide Aumentum Tech reasonable cooperation in the defense of such claim or action or negotiations for its settlement.

12.3 Alternatives. Aumentum Tech shall not be responsible for any settlement entered into without its consent. In the event of a claim or

action under Section 12.1, Aumentum Tech may, in its sole discretion, (a) procure for Customer the right to continue using the Software; (b) provide a substitute, non-infringing Software; or (c) terminate this Agreement and refund the license fees paid by Customer, less depreciation, using a five-year, straight-line method of calculation.

12.4 Exclusions. Aumentum Tech shall have no obligation under this Section 12 with respect to any claim or action that is based upon (a) Customer's use of the Software in breach of any term or condition of this Agreement; (b) the use or combination of the Software with any third-party product, software, hardware, or system; (c) modification of the Software other than by a representative of Aumentum Tech; (d) use of a Version of the Software other than the most current Version of the Software, where use of the most current Version would have avoided the claim of infringement.

12.5 Sole Remedy. This Section 12 states Aumentum Tech's sole responsibility and obligation, and Customer's sole and exclusive remedy for any infringement claim.

13. LIMITATIONS OF LIABILITY.

13.1 Limitation and Disclaimer. AUMENTUM TECH'S LIABILITY FOR DAMAGES OF ANY KIND, REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY, SHALL NOT EXCEED: (A) IN THE EVENT OF DAMAGES ASSOCIATED WITH A SERVICE OR HARDWARE PRODUCT, THE FEE PAID BY CUSTOMER FOR THAT SERVICE OR HARDWARE PRODUCT UNDER THE APPLICABLE SCHEDULE; OR (B) IN ALL OTHER CASES, THE LICENSE FEE PAID BY CUSTOMER FOR USE OF THE SOFTWARE. IN NO EVENT SHALL AUMENTUM TECH BE LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR EXCESS COSTS OF REPROCUREMENT ("COVER COST"), INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES RESULTING FROM INTERRUPTION OF USE, LOSS OR CORRUPTION OF DATA, LOST REVENUE, LOSSES RESULTING FROM SYSTEM SHUTDOWN, FAILURE TO ACCURATELY TRANSFER, READ, OR TRANSMIT INFORMATION, FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION, STOLEN OR MISUSED PASSWORDS, SYSTEM INCOMPATIBILITY OR PROVIDING INCORRECT COMPATIBILITY INFORMATION, OR BREACHES IN SYSTEM SECURITY, WHETHER OR NOT AUMENTUM TECH HAS, OR SHOULD HAVE HAD, ANY KNOWLEDGE, ACTUAL OR CONSTRUCTIVE, OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

14. THIRD-PARTY SERVICE DISCLAIMER. Unless otherwise stated in the applicable Schedule, Aumentum Tech shall not be liable for, and Customer hereby assumes the risk of and shall indemnify and hold harmless Aumentum Tech against, any claim, injury, loss, damage, or expense (including attorneys' fees), either direct or indirect, incurred, made, or suffered by Customer in connection with or in any way arising out of the furnishing, performance, or use of services provided by any third party contracted by Customer to perform services in connection with the Software.

15. TERM.

15.1 Term of Agreement. This Agreement shall begin on the Effective Date and shall remain in full force and effect until the last Schedule has expired or has been terminated, unless sooner terminated in accordance with the terms of Section 16.

15.2 Term of Maintenance & Support Services. Unless otherwise provided in the applicable Schedule, Maintenance & Support Services for Software shall commence upon Go-Live as defined in the Schedules or Statement of Work, as applicable, and shall continue for an initial term of thirty-six (36) months. Maintenance & Support Services shall renew automatically for additional terms of twelve (12) months unless either party provides the other written notice of termination sixty (60) days prior

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to the expiration date of the initial term or any subsequent twelve-month term. If Maintenance & Support Services are discontinued by Customer or terminated for any period, and Customer desires to reinstate such services, Customer shall pay all annual support fees in arrears, in addition to the then-current annual support fee and any other applicable fees.

15.3 Term of Hardware Maintenance Services. Unless specifically identified in the Maintenance & Support Services Schedule, all Hardware Maintenance will default to "Manufacturer Warranty Only."

15.4 Term of Other Services. The term for Services (other than Maintenance & Support Services) provided under this Agreement, excluding support services, shall terminate upon completion of the services or shall remain in effect for the period specified in the applicable Schedule.

16. TERMINATION.

16.1 By Either Party. Either party may, at its option, terminate a Schedule immediately upon written notice to the other party if the other party:

16.1.1 Breaches its confidentiality obligations under this Agreement;

16.1.2 Materially breaches this Agreement and fails to cure the breach or develop a plan to cure the breach within thirty (30) days after written notice of the breach from the other party;

16.1.3 Ceases conducting business in the normal course, admits its insolvency, or makes an assignment for the benefit of creditors;

16.1.4 Becomes the subject of any judicial or administrative proceedings in bankruptcy, receivership, or reorganization, and such proceeding is not dismissed within ninety (90) days after it is commenced.

16.2 By Customer. In the event the proper appropriation of funds for the continuation of this Agreement is not available for any fiscal year after the first fiscal year, then this Agreement may be terminated. To effect the termination of this Agreement, Customer shall, within thirty (30) days following the beginning of the fiscal year for which the proper appropriation is not available, provide Aumentum Tech with written notice of the failure to obtain the proper appropriation of funds. Such notice shall be accompanied by the payment of all sums then owed Aumentum Tech under this Agreement, if any. No penalty shall accrue to Customer in the event of exercise of termination due to non-appropriation. If this Agreement is terminated pursuant to this Section 16.2, Customer agrees to grant Aumentum Tech a right of first refusal to continue under the terms of this contract for a period of two (2) years from the date of exercising this Section 16.2. If funds should not become available with two (2) years of said date, Customer shall be free to contract with Aumentum Tech or any other available source when they do become available.

16.3 Effect of Termination. The termination of this Agreement shall not affect the Customer's rights to the Software pursuant to Section 3.1 provided that Customer has paid all Software license fees set forth in the applicable Schedule(s) and Customer is not in breach of any provision of this Agreement or the Schedules. If Customer terminates this Agreement prior to the payment of all Software license fees, or if Customer is in breach of this Agreement, Customer shall immediately cease using the Software and shall either destroy or return the original and all copies, in whole or in part, in any form, of the Software and related materials. Customer shall certify such action in writing to Aumentum Tech within one (1) month after the termination date. If Customer terminates a Schedule for Maintenance & Support Services under Section 16.1 above, Customer shall receive a prorated credit of the annual support fee paid for the then-current term to be applied to future services. Upon termination of a Schedule, Customer shall, within thirty (30) days of termination, pay all amounts due and owing under that

Schedule. Upon termination of the applicable Schedule and upon request by Customer, Aumentum Tech shall return all data supplied by Customer in a format reasonably requested by Customer (other than Aumentum Tech's proprietary format) upon payment of Aumentum Tech's then-current fee for this service.

16.4 Survival of Certain Obligations. Obligations and rights in connection with this Agreement which by their nature would continue beyond the termination of this Agreement, including without limitation, Section 11, shall survive termination of this Agreement until fulfilled.

17. DISPUTE RESOLUTION.

17.1 Informal Dispute Resolution. If a dispute, controversy, or claim arises between the parties relating to this Agreement, the parties shall promptly notify one another of the dispute in writing. Each party shall promptly designate a representative to resolve the dispute. The representatives shall meet within ten (10) days following the first receipt by a party of such written notice and shall attempt to resolve the dispute within fifteen (15) days.

18. GENERAL.

18.1 Customer List; Publicity. Customer authorizes Aumentum Tech to use Customer's name in its list of Customers. The parties agree that either party or both may issue a mutually acceptable news release regarding Customer's use of the applicable Software and Maintenance & Support Services. Each party's approval of such news release will not be unreasonably withheld or delayed. Once a press release has been issued, Aumentum Tech may publicly refer to Customer (by name only) as being a customer of Aumentum Tech, and only in relation to this Agreement except as otherwise authorized by Customer.

18.2 Amendments. No provision of this Agreement may be amended or modified except by a written document signed by duly authorized representatives of both parties.

18.3 Notices.

18.3.1 Delivery. Except as otherwise provided herein, any notice or other communication between the parties hereto regarding the matters contemplated by this Agreement may be sent by United States mail (first class, airmail, or express mail), commercial courier, facsimile, or electronic mail, in each case delivered to the address specified for the recipient. Any written notice required to be sent under Section 16 ("Termination") or Section 17 ("Dispute Resolution") must be sent by U.S. mail (first class, airmail, or express) or commercial courier.

18.3.2 Receipt. Communications shall be deemed received, if by mail, on the earlier of receipt or the third calendar day after deposit in the mail with postage prepaid; if by courier, when delivered as evidenced by the courier's records; if by facsimile, upon confirmation of receipt by the sending telecopier; and if by electronic mail, when first available on the recipient's mail server. If received on a day other than a business day, or on a business day but after 4:30 p.m., recipient's local time, the communication will be deemed received at 9:00 a.m. the next business day.

18.3.3 Contact Person. Notices shall be addressed to the attention of the contact person listed on the Signature Page. Any party may change its contact person or address for purposes hereof by delivering a notice thereof to each other party hereto, but any element of such party's address which is not specified in that notice shall not be deemed changed.

18.4 Technology Life Expectancy. Customer understands, acknowledges, and agrees that the technology upon which the Hardware, Software, and Third-Party Software is based changes rapidly. Customer further acknowledges that Aumentum Tech will continue to improve the functionality and features of the Software to improve legal compliance, accuracy, functionality, and usability. As a result, Aumentum Tech does not represent or warrant that the Hardware, Software, and/or Third-Party Software provided to Customer

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under this Agreement or that the Computer System recommended by Aumentum Tech will function for an indefinite period of time. Rather, Aumentum Tech and Customer may, from time to time, analyze the functionality of the Hardware, Software, Third-Party Software, and Computer System in response to changes to determine whether Customer must upgrade the same. Customer upgrades may include, without limitation, the installation of a new Version, additional disk storage and memory, and workstation and/or server upgrades. Customer upgrades may also include the installation and/or removal of Third-Party Software. Customer is solely responsible for all costs associated with future resources and upgrades.

18.5 Excusable Delays. Neither party shall incur liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement, excluding payment obligations, where such failure is caused in whole or in part by events, occurrences, or causes beyond the reasonable control of the party, provided that such party has taken reasonable steps to mitigate the effects of such delay.

18.6 Statute of Limitations. No party may commence an action under this Agreement more than two (2) years after the expiration of its term, or, in the event of a breach, more than two (2) years after the occurrence of the breach, or, in the event the breach is not discovered by the injured party when it has occurred, more than two (2) years after the breach could, in the exercise of due diligence, have been discovered by such party.

18.7 Injunctive Relief. Aumentum Tech and Customer agree that in the event of any breach of Section 11, monetary damages may not be a sufficient remedy or protection for the aggrieved party, and that the aggrieved party shall be entitled to seek injunctive or other relief as may be deemed proper or necessary by a court of competent jurisdiction.

18.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Customer's state of domicile.

18.9 Assignment. Neither party may assign or transfer (by operation of law or otherwise) any right or obligation under the Agreement without the other party's prior written consent, which may not be unreasonably withheld or delayed. Any assignment in violation of this clause shall be null and void. However, Aumentum Tech may, without Client's consent, assign the Agreement or any rights granted in the Agreement, in whole or part, either (a) to an Affiliate; (b) in connection with Aumentum Tech's or an Affiliates' sale of a division, product or service; or (c) in connection with a reorganization, merger, acquisition or divestiture of Aumentum Tech or any similar business transaction.

18.10 Severability. If any provision of this Agreement is prohibited or unenforceable by any applicable law, the provision shall be ineffective only to the extent and for the duration of the prohibition of unenforceability, without invalidating any of the remaining provisions.

18.11 Counterparts. This Agreement may be executed simultaneously, in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

18.12 Subcontractors. Aumentum Tech reserves the right to subcontract work, as it deems necessary, to perform the Services under this Agreement. Aumentum Tech shall be fully responsible for the acts of all subcontractors to the same extent it is responsible for the acts of its own employees.

18.13 Independent Contractor. The relationship of Aumentum Tech to Customer shall be that of an independent contractor. No principal-agent or employer-employee relationship is created by this Agreement.

18.14 Waiver. No delay or failure by either party to take any action or assert any right or remedy hereunder shall be deemed to be a waiver of such right or remedy, nor shall any express waiver constitute a continuing waiver. The waiver by either party at any time, expressed or implied, of any breach or attempted breach of the obligations set forth in

this Agreement shall not be deemed a waiver of or consent to any subsequent breach or attempted breach of the same or any other type..

18.15 Executable by Facsimile. Any signature of this Agreement or any Schedule through facsimile shall constitute execution of the Agreement or Schedule by such party.

18.16 Non-Discrimination. Aumentum Tech, to the extent required by law, shall not discriminate against an employee or applicant for employment with respect to the hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

18.17 Entire Agreement. This Agreement embodies the entire agreement and understanding between Aumentum Tech and Customer with respect to the subject matter of this Agreement and supersedes all prior oral or written agreements and understandings relating to the subject matter of this Agreement. No statement, representation, warranty, covenant, or agreement of any kind not expressly set forth in this Agreement, including without limitation any representations concerning: (i) estimated completion dates, hours, or charges to provide any Service; (ii) performance or function of any Product or system, other than as expressly warranted in Section 10 (Warranties); (iii) the experiences or recommendations of other parties; or (iv) results or savings Customer may achieve, shall affect, or be used to interpret, change, or restrict, the express terms and provisions of this Agreement. The terms and conditions of any purchase order or other instrument issued by Customer which are in addition to or inconsistent with this Agreement shall be of no effect and shall not be binding on Aumentum Tech.

APPENDIX A
RESPONSE POLICY

Aumentum Tech shall respond to any Errors reported by Customer based on the priority code assigned to such Error. Customer shall identify the priority code when it initially reports the Error to Aumentum Tech. Aumentum Tech may, in its reasonable discretion, re-classify the Error after its initial investigation. If Customer requests, in writing, that the Error be resolved with a priority code higher than the assigned level, Customer will pay Aumentum Tech for that support on a time-and-materials basis at Aumentum Tech's then current rates. The priority codes and responses are as follows:

Priority	Definition/Impact	Aumentum Tech's Responses
1	The problem causes an immediate major impact on Customer's business. The problem has caused Customer's use of the software, or a significant component thereof, to stop or substantially deviate from the Documentation. No timely workaround exists.	Aumentum Tech will use all commercially reasonable efforts to: (i) respond to Customer within one hour, indicating that Aumentum Tech has received the report of the error; (ii) provide an initial status report to Customer within two hours, and regularly communicate thereafter the status of a reported incident; and (iii) provide the appropriate modifications, bug fixes, and other changes to the software as soon as reasonably possible.
2	The problem causes an impact on Customer's business. A workaround is not available; however, processing can still continue but in a restricted manner.	Aumentum Tech will use all commercially reasonable efforts to: (i) acknowledge receipt of the error within four hours of the report; (ii) verify the reported error and regularly communicate the status to Customer; and (iii) provide the appropriate modifications, bug fixes, and other changes to the software within ten days, or to continue its efforts indefinitely beyond this period when an error remains unresolved.
3	The problem has a minor impact on Customer's business. The problem does not prevent operation of the software.	Aumentum Tech will use all commercially reasonable efforts to: (i) acknowledge receipt of the error within one business day of the report; and (ii) respond to the error within thirty days.
4	The problem has no business impact.	Aumentum Tech will use all commercially reasonable efforts to: (i) acknowledge receipt of the error within one business day of the report; and (ii) consider addressing the issue in a future Version.