



**COMMISSIONERS COURT
COMMUNICATION**

COURT ORDER NUMBER <#CourtOrderNumber#>

PAGE 1 OF 23

DATE: 1/28/2025

**SUBJECT: RFP NO. F2024134 - ANNUAL CONTRACT FOR FACILITIES
CONSTRUCTION PROJECTS MANAGEMENT SOFTWARE - FACILITIES
MANAGEMENT - SYSTEMATES, INC. - PER CONTRACT TERMS**

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court award RFP No. F2024134, Annual Contract for Facilities Construction Projects Management Software, for Facilities Management, to Systemates, Inc. at the per contract terms and approve contract.

BACKGROUND

Notice of the County's intent to bid was advertised in local newspapers, as required by State statute, and posted on the Internet, the Arlington Black Chamber of Commerce, the Fort Worth Hispanic Chamber of Commerce, the Fort Worth Metropolitan Black Chamber of Commerce, and the Tarrant County Asian American Chamber of Commerce. Four hundred twenty (420) vendors were contacted and requested to participate in this proposal process. All documents pertaining to this RFP were posted on the Tarrant County website and were downloaded by interested parties. A pre-proposal conference held on June 5, 2024, was attended by seven (7) vendors as well as representatives from Facilities Management, Information Technology, and Purchasing. Eleven (11) proposals and four (4) no-bids were received.

Proposals were evaluated by Facilities Management, Information Technology, and Purchasing representatives. Evaluations were based upon the criteria and processes set forth in the RFP.

After all proposals were evaluated, it was discovered that all vendors, except the two (2) highest ranking vendors, did not meet one (1) or more requirements. Some of the requirements include, but are not limited to: allowance for administrative users the ability to grant access to users for specific projects only; audit trail feature to show all changes that were made for each project; and that Tarrant County data must remain in the forty-eight (48) contiguous United States. Therefore, those vendors were not considered to provide demonstrations.

The two (2) top scoring vendors were invited to provide presentations on September 6, 2024, and September 10, 2024. The Evaluation Committee then rescored the vendors based on the criteria and processes set forth in the RFP specifications.

A Best and Final Offer was then requested from the highest scoring vendor which resulted in a price reduction of \$17,634.00.

SUBMITTED BY	Purchasing	PREPARED BY:	Caleb Rojo
		APPROVED BY:	Christopher Lax, CPSM, CPSD, CPCP



COMMISSIONERS COURT COMMUNICATION

REFERENCE NUMBER: <#CourtOrderNumber#> DATE: 1/28/2025 PAGE 2 OF 23

The proposal received from Systemates, Inc. meets all specifications and is acceptable to Facilities Management and Information Technology.

The term of the contract is twelve (12) months, effective January 28, 2025, with two (2) options for renewal periods of twelve (12) months each.

The purpose of this contract is to implement a construction project management software for Facilities Management. This software aims to streamline and enhance the planning, execution, and monitoring of construction projects through several key functions, including project planning and scheduling, resource management, budget tracking, document storage, and real-time monitoring.

Therefore, it is the joint recommendation of Facilities Management, Information Technology, and Purchasing that RFP No. F2024134, Annual Contract for Facilities Construction Projects Management Software, be awarded to Systemates, Inc. at the per contract terms.

The contract is attached for approval and signature. The Criminal District Attorney's Office reviewed this contract as to form.

FISCAL IMPACT

Funding in the amount of \$159,336.00 is available in account 45400-2025 Capital Replacement/1810220000 Project Management Office/540000 Capital Outlay.

RFP No. F2024134 Annual Contract for Facilities Construction Projects Management Software
 Post-Demonstration Scores

Award

		Systemates, Inc. Richardson, TX HUB - No	Woolpert, Inc. Dayton, OH HUB - No
Evaluation Criteria	Max Points	Score	Score
Qualifications and Experience	100	90	90
Response to Requirements	300	258	249
Project Approach and Implementation	100	84	86
References	150	100	125
Price	350	350	112
Total Score	1000	882	662

Notes: No-bids were received from GTS Technology Solutions, Inc., 3-C Technology, LLC, Salary.com, and Globe America Procurement and Consulting, Inc. After all proposals were evaluated, it was discovered that all vendors, except the two highest ranking vendors, did not meet one or more requirements. Some of the requirements include but are not limited to: allowance for administrative users the ability to grant access to users for specific projects only; audit trail feature to show all changes that were made for each project; and that Tarrant County data must remain in the forty-eight (48) contiguous United States. Therefore, those vendors were not considered to provide demonstrations.

RFP No. F2024134 Annual Contract for Facilities Construction Projects Management Software
Initial Scores

Evaluation Criteria	Max Points	Woolpert, Inc. Dayton, OH HUB - No	Systemates, Inc. Richardson, TX HUB - No	Stellar Services, Inc. New York, NY HUB - Yes	Procore Technologies, Inc. Carpinteria, CA HUB - No
		Score	Score	Score	Score
Qualifications and Experience	100	90	90	89	89
Response to Requirements	300	267	262	249	239
Project Approach and Implementation	100	87	86	82	85
Total Score	500	444	438	420	413

Notes: No-bids were received from GTS Technology Solutions, Inc., 3-C Technology, LLC, Salary.com, Globe America Procurement, and Consulting, Inc. After all proposals were evaluated, it was discovered that all vendors, except the two highest ranking vendors, did not meet one or more requirements. Some of the requirements include but are not limited to: allowance for administrative users the ability to grant access to users for specific projects only; audit trail feature to show all changes that were made for each project; and that Tarrant County data must remain in the forty-eight (48) contiguous United States. Therefore, those vendors were not considered to provide demonstrations.

RFP No. F2024134 Annual Contract for Facilities Construction Projects Management Software
Initial Scores

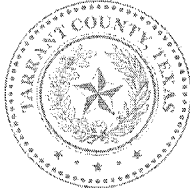
Evaluation Criteria	Max Points	Aurigo Software Technologies, Inc. Austin, TX HUB - No	Sysintellects LLC Plano, TX HUB - No	CIDPlanner Corp. San Ramon, CA HUB - No	TEPCO Solutions Baytown, TX HUB - No
		Score	Score	Score	Score
Qualifications and Experience	100	86	83	65	72
Response to Requirements	300	239	228	216	195
Project Approach and Implementation	100	86	74	75	68
Total Score	500	412	385	356	335

Notes: No-bids were received from GTS Technology Solutions, Inc., 3-C Technology, LLC, Salary.com, Globe America Procurement, and Consulting, Inc. After all proposals were evaluated, it was discovered that all vendors, except the two highest ranking vendors, did not meet one or more requirements. Some of the requirements include but are not limited to: allowance for administrative users the ability to grant access to users for specific projects only; audit trail feature to show all changes that were made for each project; and that Tarrant County data must remain in the forty-eight (48) contiguous United States. Therefore, those vendors were not considered to provide demonstrations.

RFP No. F2024134 Annual Contract for Facilities Construction Projects Management Software
Initial Scores

Evaluation Criteria	Max Points	Principal Cleaner Houston, TX HUB - No	nonDist Las Vegas, NV HUB - No	Allerin US Inc Austin, TX HUB - No
		Score	Score	Score
Qualifications and Experience	100	65	58	52
Response to Requirements	300	189	209	154
Project Approach and Implementation	100	71	47	61
Total Score	500	325	314	267

Notes: No-bids were received from GTS Technology Solutions, Inc., 3-C Technology, LLC, Salary.com, Globe America Procurement, and Consulting, Inc. After all proposals were evaluated, it was discovered that all vendors, except the two highest ranking vendors, did not meet one or more requirements. Some of the requirements include but are not limited to: allowance for administrative users the ability to grant access to users for specific projects only; audit trail feature to show all changes that were made for each project; and that Tarrant County data must remain in the forty-eight (48) contiguous United States. Therefore, those vendors were not considered to provide demonstrations.



TARRANT COUNTY
DEPARTMENT OF FACILITIES MANAGEMENT

Jon Hendrickson
Assistant Director- Construction Services

December 5, 2024

Caleb Rojo
Sr. Buyer
Tarrant County Purchasing Department
100 East Weatherford St
Fort Worth, TX 96196

Re: RFP No. F2024134 Facilities Construction Projects Management Solution

Mr. Rojo,

Tarrant County Facilities Management (TCFM) has reviewed the vendor responses submitted for F2024134 – Facilities Construction Projects Management Solution project. We participated in the initial proposal scoring, presentation and interview meeting, and final scoring of Systemates, Inc. for the Facilities Construction Projects Management Solution project.

Based on our review of the documents and the best and final offer submitted by Systemates, Inc. it is our belief that Systemates, Inc. understands the scope of work shown in RFP No. F2024134 – Facilities Construction Projects Management Solution project. TCFM recommends that the following provider of construction services receive this award:

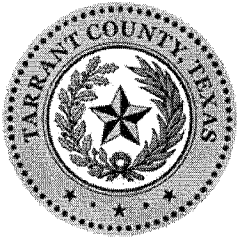
Systemates, Inc.

Sincerely,

Jon Hendrickson

Jon Hendrickson (Dec 5, 2024 16:45 CST)

Jon Hendrickson
Assistant Director-Construction Services
Tarrant County Facilities Management



INFORMATION TECHNOLOGY
*Empowering Innovation
Driving Excellence*

11/11/2024

**Chief Information
Officer**
André Mendes

Caleb Rojo
100 E. Weatherford Street, Suite 303
Fort Worth, Texas 76196

**Executive Assistant
to CIO**
Cecilia Webb

Deputy CIO

RE: *F2024134 Facilities Construction Projects Management Solution*

Dear Caleb Rojo:

**Information Security
Officer**
Russell Scott

Based on the information provided in the RFP response, Tarrant County Information Technology Department approves award of *F2024134* to *Systemates, Inc.*

**Project Portfolio
Management Office
Director**
Adepeju Ajunwon

Sincerely,

**IT Service Delivery
Director**
Carolyn J. Bogan


Adepeju Ajunwon (Nov 11, 2024 11:55 CST)

**Network & Data
Center Infrastructure
Director**
Anthony Jackson

Peju Ajunwon
Project Portfolio Management Office Director

**Business Application
Development & Support
Director**
Michael Webb

*Our vision is to be the best IT
organization in state and
local government within the
United States.*

200 Taylor Street
Fort Worth, TX 76196

Phone: 817.884.3888
Fax: 817.212.3060

www.tarrantcountytx.gov



PROJECTMATES SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement (the “**Agreement**”), shall become effective upon the date this contract is signed by both parties, entered into by Systemates, Inc. (“**Systemates**”), and Tarrant County (“**Customer**”). Systemates and Customer are referred to individually as a “**Party**” and collectively as the “**Parties**”. All correspondence between the Parties shall be mailed in accordance with paragraph 13.4 in this agreement to the following addresses:

Customer:	Tarrant County	Systemates, Inc.
Address:	100 E Weatherford St Fort Worth, TX 76196-0103	2435 N. Central Expressway, Suite 640 Richardson, TX 75080
Attn:	Frank Lopez, Assistant Director	Attn: Hemant Bhawe, Vice President

1. TERM

1.1 Initial Term.

The initial term of this Agreement begins on the Effective Date and continues for the period set forth in Schedule B (“**Initial Term**”).

1.2 Expiration and Renewal.

Each of Systemates and Customer will notify the other in writing at least 60 days before the end of the Initial Term if it does not wish to renew this Agreement. If either Party provides the other with such notice, this Agreement will expire at the end of the Initial Term. Subsequent renewal terms must be approved by the Tarrant County Commissioners Court prior to the term expiring. Should such notice (Court approval) not be provided, Systemates will have the right to suspend service at the end of current term. Reactivating service will require full payment for the renewal term from Customer. No charges will be assessed for any term where service is not provided.

2. SERVICES

2.1 Initial Setup.

Systemates will setup a private cloud environment described in Schedule B with Projectmates application installed, tested, and ready for login.

2.2 Implementation Services.

Systemates will perform the implementation services described in Schedule A.

2.3 Application Services.

So long as Customer complies with its obligations under this Agreement, Systemates will provide to Customer the application services in Schedule A (the “**Application Services**”) for access by Customer and solely for Customer’s own internal business purposes. The Application Services will be provided remotely by Systemates or its third-party contractors via the Internet.

2.4 Professional Services.

Systemates will perform the professional services if and to the extent described in Schedule A.

2.5 Service Availability.

Systemates will provide the Application Services in compliance with the service levels in Schedule C.

3. COOPERATION

Customer will cooperate with Systemates by making available personnel and information reasonably required to receive the Application Services, and taking such other actions as Systemates may reasonably request to assist Customer with receiving the Services.

4. PROPRIETARY RIGHTS; LICENSES

4.1 Systemates Ownership.

Customer acknowledges that Systemates and its licensors own the Application Services, and except for the rights granted in this Agreement, this Agreement does not confer in Customer any other rights in the Application Services. Subject to the

limited rights expressly granted hereunder, Systemates and its licensors reserve all their right, title and interest in and to the Application Services (other than Customer Data), including all related intellectual property rights.

4.2 License of Customer Data.

4.2.1 The Parties agree that as between them, all rights in and to data provided by Customer in the Application Service ("**Customer Data**") remains the exclusive property of Customer. Customer grants Systemates a license (a) to host, copy, transmit and display Customer Data as needed by Systemates to provide the Application Services in accordance with this Agreement, (b) for statistical, analytical and other aggregate use (provided the data is aggregated with data from other Systemates customers in a manner that prevents Customer Data from being identified as Customer's data), and (c) as necessary to monitor and improve the Application Services. Systemates will not use Customer Data except as expressly permitted under this Agreement. Customer acknowledges and agrees that: (a) Customer is responsible for managing, editing, uploading and updating Customer Data onto Systemates product, and (ii) it is the responsibility of Customer to ensure the Company Data is accurate, timely and complete.

5. CUSTOMER DATA; SECURITY

5.1 Ownership of Customer Data.

All Customer Data submitted by Customer to Systemates in connection with the Application Services is and will remain the property of Customer.

5.2 Protection of Customer Data.

Systemates will maintain commercially reasonable administrative, physical, and technical safeguards for protection of Customer Data. Those safeguards will include measures designed to prevent access, use, modification or disclosure of Customer Data. Systemates periodically performs backups of database and uploaded files, and Systemates periodically backs up data to an offsite location. Customer acknowledges and agrees that: (a) Customer's electronic communications will involve transmission over the networks that are not owned and/or operated by Systemates, including the Internet (the "**Non-Systemates Networks**"); (b) electronic communications may be accessed by unauthorized parties when communicated across the Non-Systemates Networks; and (c) Systemates is not responsible for electronic communications or Customer Data that is delayed, lost, altered, intercepted or stored during the transmission of any data across the Non-Systemates Networks.

5.3 Incident Notification to Customer.

If Systemates determines that customer data may have become exposed to an unlawful or unauthorized individual, execution of customer incident notification begins. Customer is notified through proper channels within 72 hours.

6. CUSTOMER CONDUCT

6.1 Compliance.

6.1.1 Customer shall use the Services pursuant to, and only for the purposes set forth in, this Agreement. Customer will not use the Services for any unlawful purpose or in furtherance of any unlawful purpose. If Systemates has reasonable grounds to believe that Customer is using the Services for any improper purpose, Systemates may suspend or terminate the Services upon notice to Customer.

6.1.2 Customer is responsible for all user activities that occur under Customer's user account. Customer (a) is responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of Customer Data; and (b) shall comply with all applicable laws in using the Application Services.

6.1.3 Compliance with Laws: In providing the services required by this Agreement, Vendor must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations and the Texas Prompt Payment Act. Vendor shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

6.2 Unauthorized Conduct.

6.2.1 Customer will not use the Application Services to transmit content that is defamatory, libelous, or that infringes the intellectual property rights or other rights of a third party. Customer will not allow unauthorized disclosure or copying of any part of the Application Services or any information obtained from the use of the Application Services. Customer will not modify or tamper with the Application Services.

6.2.2 Customer will not transmit to Systemates' servers any virus, software program or segment of code known as a "Trojan horse," "trap door," "back door," "worm," "time bomb," or other programming design, instruction, or routine that permits unauthorized access to any Systemates server, or the Application Services, and is intended to damage, interfere with, surreptitiously intercept, or expropriate any of the foregoing or any system or data.

6.3 No Breaches of Security.

Customer will not (a) breach or attempt to breach the security of any network, servers, data, computers or other hardware or software relating to or used in connection with the Application Services or belonging to or used or leased by any other customer of Systemates or any third party that is hosting or interfacing with any part of the Application Services; or (b) use or distribute through the Application Services any software, files or other tools or devices designed to interfere with or compromise the privacy, security or use of the Application Services or the operations of any other customer of Systemates or any third party.

6.4 No Reproductions or Reverse Engineering.

Except as expressly permitted in this Agreement, Customer will not reproduce, copy, translate, modify, adapt, create derivative works from, distribute, transmit, transfer, republish, reverse engineer, decompile, or otherwise attempt to discover any object code, compile or attempt to compile any object code from any source code, or remove or delete any portion of the Application Services.

6.5 No Removal of Notices.

Customer will not remove, obscure or alter any copyright notice, trademark or other proprietary rights notices displayed or contained within the Application Services.

7. FEES AND PAYMENT TERMS

7.1 Fee Schedule.

Customer will pay Systemates the fees and expenses set forth on Schedule B (the "Fee Schedule"). For Professional Services, Systemates will submit an invoice only after County has provided written acceptance of milestone completion. Maintenance and Support will begin when Professional Services are complete per milestones defined in Schedule B – Payment Plan. Subsequent invoicing for renewal of Software Licenses, including Maintenance & Support, will be based on go-live date.

7.2 Invoice and Payment Terms.

Fees for Services to be performed during the first 12 months of the Initial Term and subsequent Renewal Terms are due in accordance with the Texas Prompt Payment Act. Systemates will invoice Customer for amounts due as designated on Schedule B.

8. WARRANTY; DISCLAIMER

8.1 Limited Warranty.

Systemates warrants to Customer that: (a) it has full authority to execute and perform this Agreement, and (b) the execution of this Agreement by Systemates will not violate any law or breach any other agreement known by Systemates.

8.2 Disclaimer.

EXCEPT AS SPECIFIED IN SECTION 8.1, SYSTEMATES MAKES NO OTHER WARRANTIES AND EXPLICITLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE. SYSTEMATES DOES NOT WARRANT THAT THE OPERATION OF THE APPLICATION SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, OR ANY DEFECT OR MALFUNCTION IN THE APPLICATION SERVICES IS CORRECTABLE OR CAN BE CORRECTED.

9. LIMITATION OF LIABILITY.

THE AMOUNT OF DAMAGES RECOVERABLE AGAINST A PARTY FOR ALL EVENTS, ACTS, OR OMISSIONS ARISING UNDER THIS AGREEMENT WILL NOT EXCEED IN THE AGGREGATE THE AMOUNTS PAYABLE TO SYSTEMATES PURSUANT TO THIS AGREEMENT DURING THE 12-MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT, ACT OR OMISSION GIVING RISE TO THE LIABILITY, AND THE MEASURE OF DAMAGES WILL NOT INCLUDE ANY AMOUNTS FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND, OR ANY LOST PROFITS, LOST REVENUES, LOST SAVINGS OR LOSS OF DATA, UNDER ANY THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATION OF LIABILITY IN THIS SECTION 9 WILL NOT APPLY TO CLAIMS OF FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT, FEES DUE FROM CUSTOMER UNDER THIS AGREEMENT, OR VIOLATIONS OF A PARTY'S INTELLECTUAL PROPERTY RIGHTS.

10. CONFIDENTIAL INFORMATION

10.1 Definition.

"Confidential Information" means any confidential or proprietary information of the disclosing Party that is disclosed to the receiving Party and that at the time of disclosure either (a) is marked as being "Confidential" or "Proprietary", (b) is otherwise reasonably identifiable as the confidential or proprietary information of the disclosing Party, or (c) under the circumstances of disclosure should reasonably be considered as confidential or proprietary. Confidential Information includes but is not limited to the existence and terms of this Agreement and all types of non-public proprietary technical or business information. Confidential Information does not include information that (i) is in or enters the public domain without breach of this Agreement through no fault of the receiving Party, (ii) the receiving Party was lawfully and demonstrably in possession of prior to receiving it from the disclosing Party, (iii) the receiving Party can demonstrate was developed by the receiving Party independently and without use of or reference to the disclosing Party's Confidential Information, or (iv) the receiving Party receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation. The software and functionality that is part of the Application Services is the Confidential Information of Systemates.

10.2 Nondisclosure.

Systemates and Customer shall keep all Confidential Information of the other Party confidential and agree not to sell, assign, distribute, disclose or use any Confidential Information or any portion of the Confidential Information to any other person or entity except as expressly permitted by this Agreement. Systemates and Customer shall advise their employees, agents and consultants of the confidential and proprietary nature of the Confidential Information and of the restrictions imposed by this Agreement, and shall confine access to employees, agents and consultants solely on a need-to-know basis, subject to substantially similar restrictions as those imposed by this Agreement. Each Party shall safeguard the other's Confidential Information from unauthorized use or disclosure employing, in any event, no less than a reasonable degree of care and no less care than the Party uses to safeguard its own confidential information of a similar nature, and agrees to promptly notify the other of any unauthorized use or disclosure of the other Party's Confidential Information.

10.3 Disclosure Required by Law.

The receiving Party may disclose the Confidential Information of the disclosing Party in response to a valid court order, law, rule, regulation, or other governmental action provided that (a) if legally permitted, the disclosing Party is notified in writing prior to disclosure of the information and given reasonable opportunity to obtain a protective order, and (b) the receiving Party reasonably assists the disclosing Party, at the disclosing Party's expense, in any attempt to limit or prevent the disclosure of the Confidential Information.

10.4 Return of Confidential Information.

Upon the expiration or termination of this Agreement, a receiving Party will immediately either return to the disclosing Party or, at the disclosing Party's request, destroy all manifestations of the other Party's Confidential Information in its possession or control.

11. TERMINATION

11.1 Termination for Cause.

A Party may terminate this Agreement if the other Party breaches any of the material duties, obligations, terms or provisions of this Agreement and fails to cure the breach within 30 days after receipt of written notice from the non-breaching Party detailing the breach. Termination will not relieve Customer from paying all fees accrued prior to termination, and will not limit a Party from pursuing any remedies available at law or equity.

11.2 Termination for Convenience.

The contract may be terminated by either party for convenience upon written thirty (30) day notice prior to cancellation.

11.3 Return of Customer Data.

Systemates agrees to provide an archive software utility which will allow Customer to affect a copy of Customer's data in a commercially reasonable, electronically readable, and usable format, as defined by Systemates as a ZIP file containing files and data managed within Projectmates, at no charge to the Customer. The ZIP file will contain industry standard file formats such as PDF, DWG, RVT, XLS, CSV and DOC for files stored in Projectmates. Data housed in the database will be rendered as HTML files for storage in ZIP files. Customer will be responsible for appropriate use and timing for project archives based on Systemates recommendations for such process. Systemates agrees to delete or otherwise remove all documents and information from its files and/or systems within 60 days from the expiration or termination of this Agreement.

12. INDEMNIFICATION

VENDOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE COUNTY AND ITS OFFICIALS, AGENTS, EMPLOYEES, REPRESENTATIVES, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF VENDOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THIS CONTRACT. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE VENDOR TO INDEMNIFY OR HOLD HARMLESS THE COUNTY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE COUNTY OR ITS EMPLOYEES. For the avoidance of doubt, County shall not indemnify Vendor or any other party under this Contract.

13. MISCELLANEOUS

13.1 Assignment.

Customer shall not assign or otherwise transfer this Agreement or its rights under this Agreement, including the license granted in this Agreement, whether by operation of law or otherwise, without Systemates' prior written consent. Any attempt to make such an assignment without Systemates' consent is void.

13.2 Choice of Law; Venue.

The Parties acknowledge that this Agreement has been made in Texas and agree that it shall be construed pursuant to the laws of the State of Texas. Each Party consents to the jurisdiction of all state and federal courts sitting in Tarrant County, Texas, agrees that venue for any such action shall lie exclusively in such courts, and agrees that such courts shall be the exclusive forum for any legal actions brought in connection with this Agreement or the relationships among the Parties. The Uniform Computer Information Transactions Act does not apply to this Agreement.

13.3 Entire Agreement.

In the event of any inconsistency or conflict between Tarrant County's RFP F2024134, Annual Contract for Facilities Construction Projects Management Software, Systemates, Inc.'s response to Tarrant County's RFP F2024134, Annual Contract for Facilities Construction Projects Management Software, the Agreement, and this SOW, the terms of RFP F2024134, Annual Contract for Facilities Construction Projects Management Software and Systemates, Inc.'s response to RFP F2024134, Annual Contract for Facilities Construction Projects Management Software, shall control with respect to the services set forth herein."

13.4 Notice.

Any notice required or permitted by this Agreement to be given to either Party shall be deemed to have been given if in writing and delivered personally, sent by overnight delivery service (e.g. UPS or FedEx), or mailed by first class mail United States Postal Service, registered or certified mail, postage prepaid and addressed as shown on page one (1) of this agreement.

13.5 Dispute Resolution.

If a dispute arises, Systemates and Customer executives must meet and negotiate in good faith to attempt to resolve the dispute. If the executive representatives of the Parties are unable to resolve the dispute within 10 business days, either Party may pursue any available remedies. This Section 13.5 does not prohibit a Party from seeking judicial relief at any time.

13.6 Severability.

The terms of this Agreement are severable. If any provision of this Agreement, or any portion thereof, is declared by a court of competent jurisdiction to be illegal, void, invalid or unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to affect the intent of the Parties, and the remainder of the Agreement will continue in full force and effect for the same purpose.

13.7 Independent Contractors.

The Parties intend to create an independent relationship and nothing contained in this Agreement will be construed to make either Customer or Systemates joint ventures, principals, agents or employees of the other. Neither Party shall have any right, power or authority, express or implied, to bind the other.

13.8 Waiver and Non-Waiver.

A waiver of a breach or default under this Agreement does not constitute a waiver of any subsequent breach or default. No failure to exercise or delay in exercising any right under this Agreement on the part of either Party shall operate as a waiver of the right.

13.9 Force Majeure.

Neither Party is liable to the other for failure or delay in the performance of a required obligation if the failure or delay is caused by factors outside a Party's reasonable control, including riot, fire, flood, explosion, earthquake, power outage or other natural disaster, acts of government, war, act of God, strike, or acts of terrorism ("**Force Majeure**"), provided such



Party gives prompt written notice of such condition and resumes its performance as soon as reasonably possible. Inability to pay will not be considered Force Majeure.

13.10 Amendments.

This Agreement may be modified only by a written agreement executed by persons authorized to execute agreements on behalf of the Parties.

Each Party has executed this Agreement effective as of the Effective Date.

Systemates, Inc.

By: _____

Name: Hemant Bhave

Title: Vice President

APPROVED AS TO FORM:

CERTIFICATION OF AVAILABLE FUNDS: \$ _____

Kimberly Colliet Wesley
Criminal District Attorney's Office*

Tarrant County Auditor

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

Schedule A

Services

1. Implementation Services.

Implementation Services consist of discovery sessions, configuration of the Software, and training. Systemates will notify Customer when the Application Services are accessible for normal use on a date mutually agreed by the Parties. The Application Services are subject to a reasonable acceptance period by Customer that will be ten (10) business days, unless otherwise indicated on Schedule B. Customer shall evaluate the Application Services and indicate its acceptance or rejection to Systemates. If the Service or Software is deemed not acceptable by Customer within this acceptance period, then Customer may, at its option, request that Systemates correct the error or defect within the mutually agreed period. If Customer does not reject the Application Services within the acceptance period, they will be deemed accepted.

2. Application Services.

2.1 The Application Services, commonly referred to as "Projectmates", is an online project management software designed to automate construction processes, promote collaboration, and simplify workflows. The Application Services help manage projects from pre-design activities, through selection of the architect, design, acquisition of construction, management of move-in, and post-construction activities. The appearance, terminology and workflow processes can be customized. Authorized Users can share drawings, documents, meeting minutes, discussions, project budgets, invoices and other management processes through a web browser.

2.2 Systemates will make the Application Services available to each of Customer's employees, agents, representatives, contractors, and/or consultants who are permitted to use the Application Services under the terms of this Agreement ("Authorized Users").

2.3 Customer will access and manage the Application Services by means of user accounts assigned to each Authorized User (each, a "User Account"). Customer shall assign appropriate passwords to each User Account and shall keep the passwords secure. Customer shall, and shall cause the Authorized Users, to: (i) notify Systemates immediately of any unauthorized use of any password or User Account or any other known or suspected breach of security; and (ii) not impersonate another person or provide false identity information to gain access to or use the Application Services. Systemates may remove or suspend any User Account affected by the activities described in this Section 2.3.

3. Professional Services.

Systemates offers a variety of professional services, including building custom reports, integration, supplemental training, and implementation configuration (collectively, "Professional Services"). If Customer requests Professional Services, the Parties will mutually agree upon the terms of the Professional Services under a statement of work or work order.

4. Escalated Support.

If Customer purchases escalated support, during the first three months of the rollout, Systemates will meet with the core implementation team monthly (or more if needed) to address questions about the functionality of the system, review user adoption, provide guidance in best practices for usage, and offer impromptu mini trainings as reasonably needed.

5. Customer Responsibilities.

Customer will appoint a "Site Administrator" whose duties include adding or removing User Accounts, adding or removing User Accounts from projects, creating and changing passwords related to User Accounts, assigning user roles to User Accounts, adding and managing company profiles, adding and managing vendors, general managing the Application Services, providing Tier 1 support and training to Authorized Users, creating and managing projects, managing project templates (including access rights and structure), managing financial approvals, configuring project information fields and site layout, modifying the dashboard in the report module, and building and maintaining custom business processes. Each Site Administrator must complete the Site Administrator Training detailed on Schedule B. If Customer appoints a Site Administrator who has not completed the training, Systemates may suspend Technical Support until the training is completed. Tier 1 support means that Authorized Users contact Customer's Site Administrator for initial support. If the Site Administrator cannot resolve the issue after using reasonable efforts to do so, the Site Administrator will contact Systemates for Tier 2 support, and Systemates will work with the Site Administrator to resolve the issue.

Schedule B

Fee Schedule

1. Initial Setup		One-time	Annual
- Set up dedicated private environment in Microsoft Azure cloud		\$5,800	
- Custom web address (https://TarrantCounty.Projectmates.com)			
- Customized portal page to reflect your corporate branding			
- Provisioned for Unlimited Projects and Unlimited Storage			
Sub-Total		\$5,800	
2. Annual Licensing Fee	Quantity	One-time	Annual
- Total Named User Seats - based on \$25M Annual Construction Budget	Unlimited		\$40,875
- Users with Reporting Access (requires named user acct)	10		
- Users with Site Admin Access (requires named user acct)	2		
- Upgrades, Updates and 24/7 server monitoring			
Sub-Total			\$40,875
3. Implementation*	Quantity	One-time	Annual
Implementation Technical Services			
- Reference RFP response for services provided		\$14,800	
Discovery/ Fact Finding Meeting			
- Meetings with client team and departmental SMEs			
- Collect sample documents, budgets, schedules, etc.			
- Discuss workflows, approval paths, routing, etc.			
Configuration			
- Configuration of Projectmates software, project templates			
- Validation Workshop			
- Role Play with client team, day in the life of a project			
- Walk through project from planning to close out in software			
<i>*All services performed online.</i>	Sub-Total	\$14,800	
4. Training*	Quantity	One-time	Annual
- Admin & Power User training: 3-hour web-based trainings	4	\$4,900	
- User Training: 3-hour web trainings (up to 10 users)	3	\$3,330	
- Escalated Support following implementation	1 Month	\$2,250	
<i>*All services performed online..</i>	Sub-Total	\$10,480	
5. Add-On Menu (Not Included)		One-time	Annual
- Additional Report Users (project user license purchased separately) per user		\$100	\$375
- Additional 3-hour web-based training session (up to 10 attendees)		\$1,110	
- Additional pack of 10 hours of non-programming consulting (pre-paid)		\$1,850	

6. Additional Features	Rate		Quantity	Amount	
	Setup	Annual		One-time	Annual
- 2D/3D/BIM/PDF Viewer & Markup module	\$0	Included	1	\$0	Included
- Asset Planning	\$3,300	\$3,000	0	N/A	N/A
- Single Sign-On (SSO)	\$3,700	\$6,000	0	N/A	N/A
- Capital Planning	\$6,600	\$6,000	0	N/A	N/A
- Flat-file Integrations - Budget, Invoice, CO (Separate SFTP or Amazon S3 Account required to be hosted by client)	\$7,400	\$6,000	0	N/A	N/A
- Power BI Integration (Separate Power BI Account is Reqd.)	\$5,850	\$5,400	0	N/A	N/A
- Access to API	\$14,800	\$10,000	0	N/A	N/A
- DocuSign Integration (Separate DocuSign Account is Reqd.)	\$1,200	\$1,000	0	N/A	N/A
- GIS/ArcGIS ESRI Integration**	\$3,300	\$3,000	0	N/A	N/A
			Sub-Total	\$0	\$0

**Cost for Discovery / Setup may vary based on requirements.

Note: Technical Services are billed at \$225 per hour. Billable hours for custom integrations and custom reports vary by Customer requirements. Actual Technical service hours will be determined after a SOW or work order is complete. A typical custom integration takes between 80-100 hours to complete.

7. Maintenance & Support **Included**

Annual Software maintenance for free product updates, and upgrades, as well as live technical support for Site Admins (tier-2) via email, support portal or phone during support hours (Monday to Friday 8:30 am to 5:30 pm CST).

Totals for Year 1	One-time	Annual
1. Initial Setup	\$5,800	
2. Annual Licensing Fee		\$40,875
3. Implementation	\$14,800	
4. Training	\$10,480	
6. Additional Features (as elected by Quantity stated above)	\$0	\$0
7. Maintenance & Support	\$0	\$0
		Sub-Total
		\$31,080
		\$40,875

. Customer to provide TX Sales Tax Exemption documentation.

Payment Plan

1st Year - Review Milestone Payment Plan below **Total** **\$71,955**

2nd Year - annual recurring, to be invoiced upon anniversary date

- Annual Licensing Fee (Actual amount will be based on conditions below at time of renewal.)	\$40,875
- Annual Additional Features Fee (actual amount will be based on modules added, if applicable)	\$0
- Annual Review & Training (One 3-hour web-based training - up to 10 users)	\$1,750
Total	
\$42,625	

3rd Year - annual recurring, to be invoiced upon anniversary date

- Annual Licensing Fee (actual amount will be based on conditions below at time of renewal.)	\$43,006
- Annual Additional Features Fee (actual amount will be based on modules added, if applicable)	\$0
- Annual Review & Training (One 3-hour web-based training - up to 10 users)	\$1,750
Total	
\$44,756	



Note: Initial Term: 1 year. Renewal rates for year 2 and year 3 are defined above and outlined in RFP response (see Best and Final Offer. After the first 3 years, no more than annually, Systemates may increase the fees by no more than seven percent (7%) of the then current fees, unless otherwise agreed by the Parties. Agreement will renew upon approval by the Tarrant County Commissioners Court. Client will receive an invoice for the annual renewal with payment terms and actual amount due.

Pricing Considerations:

The following applies to the offered pricing above:

User License

- License Fee provides for Unlimited Users (internal and external)
- License Fee is based on \$25,000,000 for annual construction value (ACV)
- Excess fees will be \$1,600 per \$1,000,000 excess (or portion thereof)
- Annual renewal rate for license fees will be based ACV in previous year, no less than \$25M
- Additional licenses for Reporting Users and System Administrators required and not part of "unlimited" users.
- Refer to proposal and marketing material for description of baseline functionality included
- Support services and new releases of Projectmates are included with subscription

Optional Features

- Optional modules can be added at stated pricing during the term of contract
- Each option module requires an annual license fee and one-time setup fee, unless marked as "Included"
- These modules are "site" based with no user count limitations
- ArcGIS, Docusign and PowerBI modules require Customer have a "core" licenses for each service
- Flat File Integration and API Access do not include development work for "middleware"

First Year – Milestone Payment Plan

Systemates will invoice Customer upon completion of each Phase based on documented acceptance of such completion from Customer. Customer will be required to fully document any deficiency in stated deliverables within 10 days of notice of completion. Lack of such acknowledgement will be interpreted as acceptance of stated deliverables. Either party may elect to exercise Termination for Convenience should dispute over deliverables arise, including unreasonable delays in collaboration for the stated deliverables.

Phase	Deliverable	Timing - Completion	Schedule B Reference
Site Setup	<ul style="list-style-type: none"> • Availability of Private Cloud with Application • 5-10 Initial Users Activated • "Sandbox" Project Available for Orientation 	1 Business Day after Contract Execution	<ul style="list-style-type: none"> • Initial Setup (\$5,800) • Annual License (\$20,438 – 50%)
Personalize	<ul style="list-style-type: none"> • Documentation of Work Plan and Schedule • Risk Assessment and Mitigation Plans 	2-3 weeks after Contract Execution	<ul style="list-style-type: none"> • 50% of Implementation (\$7,400)
Refine	<ul style="list-style-type: none"> • Configure Projectmates to Client Specifications • Module Testing to verify configuration • Documentation of Use Cases • Proof of Concept Tests 	3-4 weeks after completion of Personalize phase	<ul style="list-style-type: none"> • 50% of Implementation (\$7,400) • Annual License (\$20,437 – 50%)
Training	<ul style="list-style-type: none"> • Admin/Power User Courses • Internal/External User Courses • Go Live 	1-2 weeks after Refine phase	<ul style="list-style-type: none"> • Admin Training (\$4,900) • User Training (\$3,330)
Escalated Support	<ul style="list-style-type: none"> • Admin access to Project Team for support • Revise application configurations (if needed) 	30 days after Go Live	<ul style="list-style-type: none"> • Escalated Support (\$2,250)

Schedule C

Service Levels

1. Service Levels.

Service Availability is computed using the following definitions.

- a. **Application Services:** Systemates Application Service, accessible over the network via web protocols, up to and including Systemates' Internet connection.
- b. **System Outage Hours:** Total time during a given month in which the Application Service is unavailable, excluding Schedule Maintenance and time during Force Majeure events. Network problems beyond that point, such as ISP problems, Internet backbone problems or Customer network problems, are excluded. Problems caused by software running on Customer's computers are also excluded.
- c. **Total Hours:** Number of hours contained in a month.
- d. **Service Availability:** The percentage of Total Hours during a given month in which the System was available is computed by multiplying 100 by the following calculation (expressed as a percentage):

$$\frac{(\text{Total Hours} - \text{System Outage Hours})}{\text{Total Hours}}$$

2. Service Level Credit.

Where Service Availability is below 99% but above 97%, Systemates will issue a service level credit equal to 5% of the pro-rata portion of the annual subscription fee for that month. Customer will receive a service level credit of an additional 5% of the monthly subscription fee for each percentage point Service Availability falls below 97%, up to a maximum of 25% of monthly portion of the annual subscription fee for that month. To receive a credit, Customer must submit a request to Systemates within 15 days after the month in which Service Availability was below 99%. Any credit will be applied against subsequent subscription fees due to Systemates.

3. Customer Service.

For general service or support issues, Customer may contact Systemates' Customer Support Center at support@systemates.com or 214.217.4100 Extension 2. Systemates will use reasonable efforts to provide an acknowledgement within eight hours during regular support hours Monday to Friday 8:30 AM to 5:30 PM US Central Time. If the issue cannot be resolved within a 24-hour period, we will continue to update you with additional information as it is available.

In case of a "Server Down" situation beyond our regular support hours, Customer can contact Customer Support by calling 214.217.4100 ext. 211. If issues are encountered with the Application Services, Systemates will address reported issues according to the following priority levels:

Priority	Description	Action & Response
Red: System Down	System Down: Site not operational and no workaround is available.	Systemates will work continuously until resolved. Target resolution goal is within 4 hours of a reproducible case being reported. (Excludes system outages caused by force majeure, i.e. acts of God, war, civil unrest, acts of government and any other circumstances beyond Systemates' reasonable controls).
Orange: Severe Impact	Severe Impact: A major function is not working (unable to utilize a specific portion of the application). Reproducible Errors which result in a lack of application functionality or intermittent system failure.	Good faith efforts by Systemates to provide: A workaround within 24 hours of notification. If a workaround is provided, then a plan for correction of the Error will be provided within 10 business days of notification, with a target for completion within 30 business days; or If a workaround is not provided, then a plan for correction of the Error will be provided within 5 business days of notification for completion within 10 business days.
Yellow: Moderate Impact	Reproducible Errors causing malfunction of non-critical functions. Customer is able to use the application with the issue outstanding.	Good faith efforts by Systemates to provide: A workaround within 10 business days of notification. If a Workaround is provided, then a plan for correction of the Error will be provided within 20 business days of notification for completion within 60 days; or If a workaround is not provided then a plan for correction of the Error will be provided within 20 business days of notification, with a target for completion within 30 business days.
Blue: Enhancement Request	Request to add new feature or write custom code.	Enhancement requests will be reviewed by Systemates. Customers will be notified of the outcome of the review. If customer desires to sponsor the enhancement request, Systemates will provide detailed scope of work document and cost estimate within 14 days.



TAKINGS IMPACT ASSESSMENT CHECKLIST

Complete this form for any county action that involves the adoption of a regulation, policy, guideline, court resolution, or order.

Project/Regulation Name: RFP No. F2024134 - Annual Contract for Facilities Construction Projects Management Software - Facilities Management - Systemates, Inc. - Per Contract Terms

County Department: PURCHASING

Contact Person: Melissa Lee, C.P.M., A.P.P.

Phone Number for Contact Person: (817) 884-3245

Type of TIA Performed: SHORT TIA or FULL TIA. Circle one after answering the questions in Sections II and III below.

I. Stated Purpose

Attach to this checklist an explanation of the purpose of the regulation, policy, guideline, court resolution, or order.

Note: The remainder of this Takings Impact Assessment Checklist should be completed in consultation with the Criminal District Attorney's Office.

II. Potential Effect on Private Real Property

1. Does the county action require a physical invasion, occupation, or dedication of real property?

Yes _____ No √

2. Does the county action limit or restrict a real property right, even partially, or temporarily?

Yes _____ No √

If you answered yes to either question, go to Section III. If you answered no to both, STOP HERE and circle SHORT TIA at the top of the form.

RFP No. F2024134 - Annual Contract for Facilities Construction Projects Management Software
- Facilities Management - Systemates, Inc. - Per Contract Terms

SIGNED AND EXECUTED this 28 day of January, 2025.

**COUNTY OF TARRANT
STATE OF TEXAS**

Tim O'Hare - County Judge

Tim O'Hare
County Judge
<#deefee5c-dd95-451e-039c-08dcb56d40e8-DateSigned#>



COMMISSIONERS COURT
COMMUNICATION

COURT ORDER NUMBER 144636
PAGE 1 OF 23
DATE: 1/28/2025

SUBJECT: **RFP NO. F2024134 - ANNUAL CONTRACT FOR FACILITIES
CONSTRUCTION PROJECTS MANAGEMENT SOFTWARE -
FACILITIES MANAGEMENT - SYSTEMATES, INC. - PER CONTRACT
TERMS**

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court award RFP No. F2024134, Annual Contract for Facilities Construction Projects Management Software, for Facilities Management, to Systemates, Inc. at the per contract terms and approve contract.

BACKGROUND

Notice of the County’s intent to bid was advertised in local newspapers, as required by State statute, and posted on the Internet, the Arlington Black Chamber of Commerce, the Fort Worth Hispanic Chamber of Commerce, the Fort Worth Metropolitan Black Chamber of Commerce, and the Tarrant County Asian American Chamber of Commerce. Four hundred twenty (420) vendors were contacted and requested to participate in this proposal process. All documents pertaining to this RFP were posted on the Tarrant County website and were downloaded by interested parties. A pre-proposal conference held on June 5, 2024, was attended by seven (7) vendors as well as representatives from Facilities Management, Information Technology, and Purchasing. Eleven (11) proposals and four (4) no-bids were received.

Proposals were evaluated by Facilities Management, Information Technology, and Purchasing representatives. Evaluations were based upon the criteria and processes set forth in the RFP.

After all proposals were evaluated, it was discovered that all vendors, except the two (2) highest ranking vendors, did not meet one (1) or more requirements. Some of the requirements include, but are not limited to: allowance for administrative users the ability to grant access to users for specific projects only; audit trail feature to show all changes that were made for each project; and that Tarrant County data must remain in the forty-eight (48) contiguous United States. Therefore, those vendors were not considered to provide demonstrations.

The two (2) top scoring vendors were invited to provide presentations on September 6, 2024, and September 10, 2024. The Evaluation Committee then rescored the vendors based on the criteria and processes set forth in the RFP specifications.

A Best and Final Offer was then requested from the highest scoring vendor which resulted in a price reduction of \$17,634.00.

SUBMITTED BY	Purchasing	PREPARED BY:	Caleb Rojo
		APPROVED BY:	Christopher Lax, CPSM, CPSD, CPCP



COMMISSIONERS COURT COMMUNICATION

REFERENCE NUMBER: <#CourtOrderNumber#> DATE: 1/28/2025 PAGE 2 OF 23

The proposal received from Systemates, Inc. meets all specifications and is acceptable to Facilities Management and Information Technology.

The term of the contract is twelve (12) months, effective January 28, 2025, with two (2) options for renewal periods of twelve (12) months each.

The purpose of this contract is to implement a construction project management software for Facilities Management. This software aims to streamline and enhance the planning, execution, and monitoring of construction projects through several key functions, including project planning and scheduling, resource management, budget tracking, document storage, and real-time monitoring.

Therefore, it is the joint recommendation of Facilities Management, Information Technology, and Purchasing that RFP No. F2024134, Annual Contract for Facilities Construction Projects Management Software, be awarded to Systemates, Inc. at the per contract terms.

The contract is attached for approval and signature. The Criminal District Attorney's Office reviewed this contract as to form.

FISCAL IMPACT

Funding in the amount of \$159,336.00 is available in account 45400-2025 Capital Replacement/1810220000 Project Management Office/540000 Capital Outlay.

PROJECTMATES SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement (the "Agreement"), shall become effective upon the date this contract is signed by both parties, entered into by Systemates, Inc. ("Systemates"), and Tarrant County ("Customer"). Systemates and Customer are referred to individually as a "Party" and collectively as the "Parties". All correspondence between the Parties shall be mailed in accordance with paragraph 13.4 in this agreement to the following addresses:

Customer: Tarrant County	Systemates, Inc.
Address: 100 E Weatherford St	2435 N. Central Expressway, Suite 640
Fort Worth, TX 76196-0103	Richardson, TX 75080
Attn: Frank Lopez, Assistant Director	Attn: Hemant Bhave, Vice President

1. TERM

1.1 Initial Term.

The initial term of this Agreement begins on the Effective Date and continues for the period set forth in Schedule B ("Initial Term").

1.2 Expiration and Renewal.

Each of Systemates and Customer will notify the other in writing at least 60 days before the end of the Initial Term if it does not wish to renew this Agreement. If either Party provides the other with such notice, this Agreement will expire at the end of the Initial Term. Subsequent renewal terms must be approved by the Tarrant County Commissioners Court prior to the term expiring. Should such notice (Court approval) not be provided, Systemates will have the right to suspend service at the end of current term. Reactivating service will require full payment for the renewal term from Customer. No charges will be assessed for any term where service is not provided.

2. SERVICES

2.1 Initial Setup.

Systemates will setup a private cloud environment described in Schedule B with Projectmates application installed, tested, and ready for login.

2.2 Implementation Services.

Systemates will perform the implementation services described in Schedule A.

2.3 Application Services.

So long as Customer complies with its obligations under this Agreement, Systemates will provide to Customer the application services in Schedule A (the "Application Services") for access by Customer and solely for Customer's own internal business purposes. The Application Services will be provided remotely by Systemates or its third-party contractors via the Internet.

2.4 Professional Services.

Systemates will perform the professional services if and to the extent described in Schedule A.

2.5 Service Availability.

Systemates will provide the Application Services in compliance with the service levels in Schedule C.

3. COOPERATION

Customer will cooperate with Systemates by making available personnel and information reasonably required to receive the Application Services, and taking such other actions as Systemates may reasonably request to assist Customer with receiving the Services.

4. PROPRIETARY RIGHTS; LICENSES

4.1 Systemates Ownership.

Customer acknowledges that Systemates and its licensors own the Application Services, and except for the rights granted in this Agreement, this Agreement does not confer in Customer any other rights in the Application Services. Subject to the

limited rights expressly granted hereunder, Systemates and its licensors reserve all their right, title and interest in and to the Application Services (other than Customer Data), including all related intellectual property rights.

4.2 License of Customer Data.

4.2.1 The Parties agree that as between them, all rights in and to data provided by Customer in the Application Service ("Customer Data") remains the exclusive property of Customer. Customer grants Systemates a license (a) to host, copy, transmit and display Customer Data as needed by Systemates to provide the Application Services in accordance with this Agreement, (b) for statistical, analytical and other aggregate use (provided the data is aggregated with data from other Systemates customers in a manner that prevents Customer Data from being identified as Customer's data), and (c) as necessary to monitor and improve the Application Services. Systemates will not use Customer Data except as expressly permitted under this Agreement. Customer acknowledges and agrees that: (a) Customer is responsible for managing, editing, uploading and updating Customer Data onto Systemates product, and (ii) it is the responsibility of Customer to ensure the Company Data is accurate, timely and complete.

5. CUSTOMER DATA; SECURITY

5.1 Ownership of Customer Data.

All Customer Data submitted by Customer to Systemates in connection with the Application Services is and will remain the property of Customer.

5.2 Protection of Customer Data.

Systemates will maintain commercially reasonable administrative, physical, and technical safeguards for protection of Customer Data. Those safeguards will include measures designed to prevent access, use, modification or disclosure of Customer Data. Systemates periodically performs backups of database and uploaded files, and Systemates periodically backs up data to an offsite location. Customer acknowledges and agrees that: (a) Customer's electronic communications will involve transmission over the networks that are not owned and/or operated by Systemates, including the Internet (the "Non-Systemates Networks"); (b) electronic communications may be accessed by unauthorized parties when communicated across the Non-Systemates Networks; and (c) Systemates is not responsible for electronic communications or Customer Data that is delayed, lost, altered, intercepted or stored during the transmission of any data across the Non-Systemates Networks.

5.3 Incident Notification to Customer.

If Systemates determines that customer data may have become exposed to an unlawful or unauthorized individual, execution of customer incident notification begins. Customer is notified through proper channels within 72 hours.

6. CUSTOMER CONDUCT

6.1 Compliance.

6.1.1 Customer shall use the Services pursuant to, and only for the purposes set forth in, this Agreement. Customer will not use the Services for any unlawful purpose or in furtherance of any unlawful purpose. If Systemates has reasonable grounds to believe that Customer is using the Services for any improper purpose, Systemates may suspend or terminate the Services upon notice to Customer.

6.1.2 Customer is responsible for all user activities that occur under Customer's user account. Customer (a) is responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of Customer Data; and (b) shall comply with all applicable laws in using the Application Services.

6.1.3 Compliance with Laws: In providing the services required by this Agreement, Vendor must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations and the Texas Prompt Payment Act. Vendor shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

6.2 Unauthorized Conduct.

6.2.1 Customer will not use the Application Services to transmit content that is defamatory, libelous, or that infringes the intellectual property rights or other rights of a third party. Customer will not allow unauthorized disclosure or copying of any part of the Application Services or any information obtained from the use of the Application Services. Customer will not modify or tamper with the Application Services.

6.2.2 Customer will not transmit to Systemates' servers any virus, software program or segment of code known as a "Trojan horse," "trap door," "back door," "worm," "time bomb," or other programming design, instruction, or routine that permits unauthorized access to any Systemates server, or the Application Services, and is intended to damage, interfere with, surreptitiously intercept, or expropriate any of the foregoing or any system or data.

6.3 No Breaches of Security.

Customer will not (a) breach or attempt to breach the security of any network, servers, data, computers or other hardware or software relating to or used in connection with the Application Services or belonging to or used or leased by any other customer of Systemates or any third party that is hosting or interfacing with any part of the Application Services; or (b) use or distribute through the Application Services any software, files or other tools or devices designed to interfere with or compromise the privacy, security or use of the Application Services or the operations of any other customer of Systemates or any third party.

6.4 No Reproductions or Reverse Engineering.

Except as expressly permitted in this Agreement, Customer will not reproduce, copy, translate, modify, adapt, create derivative works from, distribute, transmit, transfer, republish, reverse engineer, decompile, or otherwise attempt to discover any object code, compile or attempt to compile any object code from any source code, or remove or delete any portion of the Application Services.

6.5 No Removal of Notices.

Customer will not remove, obscure or alter any copyright notice, trademark or other proprietary rights notices displayed or contained within the Application Services.

7. FEES AND PAYMENT TERMS

7.1 Fee Schedule.

Customer will pay Systemates the fees and expenses set forth on Schedule B (the "Fee Schedule"). For Professional Services, Systemates will submit an invoice only after County has provided written acceptance of milestone completion. Maintenance and Support will begin when Professional Services are complete per milestones defined in Schedule B – Payment Plan. Subsequent invoicing for renewal of Software Licenses, including Maintenance & Support, will be based on go-live date.

7.2 Invoice and Payment Terms.

Fees for Services to be performed during the first 12 months of the Initial Term and subsequent Renewal Terms are due in accordance with the Texas Prompt Payment Act. Systemates will invoice Customer for amounts due as designated on Schedule B.

8. WARRANTY; DISCLAIMER

8.1 Limited Warranty.

Systemates warrants to Customer that: (a) it has full authority to execute and perform this Agreement, and (b) the execution of this Agreement by Systemates will not violate any law or breach any other agreement known by Systemates.

8.2 Disclaimer.

EXCEPT AS SPECIFIED IN SECTION 8.1, SYSTEMATES MAKES NO OTHER WARRANTIES AND EXPLICITLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE. SYSTEMATES DOES NOT WARRANT THAT THE OPERATION OF THE APPLICATION SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, OR ANY DEFECT OR MALFUNCTION IN THE APPLICATION SERVICES IS CORRECTABLE OR CAN BE CORRECTED.

9. LIMITATION OF LIABILITY.

THE AMOUNT OF DAMAGES RECOVERABLE AGAINST A PARTY FOR ALL EVENTS, ACTS, OR OMISSIONS ARISING UNDER THIS AGREEMENT WILL NOT EXCEED IN THE AGGREGATE THE AMOUNTS PAYABLE TO SYSTEMATES PURSUANT TO THIS AGREEMENT DURING THE 12-MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT, ACT OR OMISSION GIVING RISE TO THE LIABILITY, AND THE MEASURE OF DAMAGES WILL NOT INCLUDE ANY AMOUNTS FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND, OR ANY LOST PROFITS, LOST REVENUES, LOST SAVINGS OR LOSS OF DATA, UNDER ANY THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATION OF LIABILITY IN THIS SECTION 9 WILL NOT APPLY TO CLAIMS OF FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT, FEES DUE FROM CUSTOMER UNDER THIS AGREEMENT, OR VIOLATIONS OF A PARTY'S INTELLECTUAL PROPERTY RIGHTS.

10. CONFIDENTIAL INFORMATION

10.1 Definition.

"Confidential Information" means any confidential or proprietary information of the disclosing Party that is disclosed to the receiving Party and that at the time of disclosure either (a) is marked as being "Confidential" or "Proprietary", (b) is otherwise reasonably identifiable as the confidential or proprietary information of the disclosing Party, or (c) under the circumstances of disclosure should reasonably be considered as confidential or proprietary. Confidential Information includes but is not limited to the existence and terms of this Agreement and all types of non-public proprietary technical or business information. Confidential Information does not include information that (i) is in or enters the public domain without breach of this Agreement through no fault of the receiving Party, (ii) the receiving Party was lawfully and demonstrably in possession of prior to receiving it from the disclosing Party, (iii) the receiving Party can demonstrate was developed by the receiving Party independently and without use of or reference to the disclosing Party's Confidential Information, or (iv) the receiving Party receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation. The software and functionality that is part of the Application Services is the Confidential Information of Systemates.

10.2 Nondisclosure.

Systemates and Customer shall keep all Confidential Information of the other Party confidential and agree not to sell, assign, distribute, disclose or use any Confidential Information or any portion of the Confidential Information to any other person or entity except as expressly permitted by this Agreement. Systemates and Customer shall advise their employees, agents and consultants of the confidential and proprietary nature of the Confidential Information and of the restrictions imposed by this Agreement, and shall confine access to employees, agents and consultants solely on a need-to-know basis, subject to substantially similar restrictions as those imposed by this Agreement. Each Party shall safeguard the other's Confidential Information from unauthorized use or disclosure employing, in any event, no less than a reasonable degree of care and no less care than the Party uses to safeguard its own confidential information of a similar nature, and agrees to promptly notify the other of any unauthorized use or disclosure of the other Party's Confidential Information.

10.3 Disclosure Required by Law.

The receiving Party may disclose the Confidential Information of the disclosing Party in response to a valid court order, law, rule, regulation, or other governmental action provided that (a) if legally permitted, the disclosing Party is notified in writing prior to disclosure of the information and given reasonable opportunity to obtain a protective order, and (b) the receiving Party reasonably assists the disclosing Party, at the disclosing Party's expense, in any attempt to limit or prevent the disclosure of the Confidential Information.

10.4 Return of Confidential Information.

Upon the expiration or termination of this Agreement, a receiving Party will immediately either return to the disclosing Party or, at the disclosing Party's request, destroy all manifestations of the other Party's Confidential Information in its possession or control.

11. TERMINATION

11.1 Termination for Cause.

A Party may terminate this Agreement if the other Party breaches any of the material duties, obligations, terms or provisions of this Agreement and fails to cure the breach within 30 days after receipt of written notice from the non-breaching Party detailing the breach. Termination will not relieve Customer from paying all fees accrued prior to termination, and will not limit a Party from pursuing any remedies available at law or equity.

11.2 Termination for Convenience.

The contract may be terminated by either party for convenience upon written thirty (30) day notice prior to cancellation.

11.3 Return of Customer Data.

Systemates agrees to provide an archive software utility which will allow Customer to affect a copy of Customer's data in a commercially reasonable, electronically readable, and usable format, as defined by Systemates as a ZIP file containing files and data managed within Projectmates, at no charge to the Customer. The ZIP file will contain industry standard file formats such PDF, DWG, RVT, XLS, CSV and DOC for files stored in Projectmates. Data housed in the database will be rendered as HTML files for storage in ZIP files. Customer will be responsible for appropriate use and timing for project archives based on Systemates recommendations for such process. Systemates agrees to delete or otherwise remove all documents and information from its files and/or systems within 60 days from the expiration or termination of this Agreement.

12. INDEMNIFICATION

VENDOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE COUNTY AND ITS OFFICIALS, AGENTS, EMPLOYEES, REPRESENTATIVES, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF VENDOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THIS CONTRACT. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE VENDOR TO INDEMNIFY OR HOLD HARMLESS THE COUNTY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE COUNTY OR ITS EMPLOYEES. For the avoidance of doubt, County shall not indemnify Vendor or any other party under this Contract.

13. MISCELLANEOUS

13.1 Assignment.

Customer shall not assign or otherwise transfer this Agreement or its rights under this Agreement, including the license granted in this Agreement, whether by operation of law or otherwise, without Systemates' prior written consent. Any attempt to make such an assignment without Systemates' consent is void.

13.2 Choice of Law; Venue.

The Parties acknowledge that this Agreement has been made in Texas and agree that it shall be construed pursuant to the laws of the State of Texas. Each Party consents to the jurisdiction of all state and federal courts sitting in Tarrant County, Texas, agrees that venue for any such action shall lie exclusively in such courts, and agrees that such courts shall be the exclusive forum for any legal actions brought in connection with this Agreement or the relationships among the Parties. The Uniform Computer Information Transactions Act does not apply to this Agreement.

13.3 Entire Agreement.

In the event of any inconsistency or conflict between Tarrant County's RFP F2024134, Annual Contract for Facilities Construction Projects Management Software, Systemates, Inc.'s response to Tarrant County's RFP F2024134, Annual Contract for Facilities Construction Projects Management Software, the Agreement, and this SOW, the terms of RFP F2024134, Annual Contract for Facilities Construction Projects Management Software and Systemates, Inc.'s response to RFP F2024134, Annual Contract for Facilities Construction Projects Management Software, shall control with respect to the services set forth herein."

13.4 Notice.

Any notice required or permitted by this Agreement to be given to either Party shall be deemed to have been given if in writing and delivered personally, sent by overnight delivery service (e.g. UPS or FedEx), or mailed by first class mail United States Postal Service, registered or certified mail, postage prepaid and addressed as shown on page one (1) of this agreement.

13.5 Dispute Resolution.

If a dispute arises, Systemates and Customer executives must meet and negotiate in good faith to attempt to resolve the dispute. If the executive representatives of the Parties are unable to resolve the dispute within 10 business days, either Party may pursue any available remedies. This Section 13.5 does not prohibit a Party from seeking judicial relief at any time.

13.6 Severability.

The terms of this Agreement are severable. If any provision of this Agreement, or any portion thereof, is declared by a court of competent jurisdiction to be illegal, void, invalid or unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to affect the intent of the Parties, and the remainder of the Agreement will continue in full force and effect for the same purpose.

13.7 Independent Contractors.

The Parties intend to create an independent relationship and nothing contained in this Agreement will be construed to make either Customer or Systemates joint ventures, principals, agents or employees of the other. Neither Party shall have any right, power or authority, express or implied, to bind the other.

13.8 Waiver and Non-Waiver.

A waiver of a breach or default under this Agreement does not constitute a waiver of any subsequent breach or default. No failure to exercise or delay in exercising any right under this Agreement on the part of either Party shall operate as a waiver of the right.

13.9 Force Majeure.

Neither Party is liable to the other for failure or delay in the performance of a required obligation if the failure or delay is caused by factors outside a Party's reasonable control, including riot, fire, flood, explosion, earthquake, power outage or other natural disaster, acts of government, war, act of God, strike, or acts of terrorism ("Force Majeure"), provided such

Party gives prompt written notice of such condition and resumes its performance as soon as reasonably possible. Inability to pay will not be considered Force Majeure.

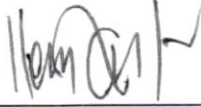
13.10 Amendments.

This Agreement may be modified only by a written agreement executed by persons authorized to execute agreements on behalf of the Parties.

Each Party has executed this Agreement effective as of the Effective Date.

Systemates, Inc.

By:



Name:

Hemant Bhave

Title:

Vice President

APPROVED AS TO FORM:

Kimberly Collist Wesley
Criminal District Attorney's Office*

CERTIFICATION OF AVAILABLE FUNDS: \$ 71,955⁰⁰

Kimberly M Buchanan
Tarrant County Auditor

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

Schedule A

Services

1. Implementation Services.

Implementation Services consist of discovery sessions, configuration of the Software, and training. Systemates will notify Customer when the Application Services are accessible for normal use on a date mutually agreed by the Parties. The Application Services are subject to a reasonable acceptance period by Customer that will be ten (10) business days, unless otherwise indicated on Schedule B. Customer shall evaluate the Application Services and indicate its acceptance or rejection to Systemates. If the Service or Software is deemed not acceptable by Customer within this acceptance period, then Customer may, at its option, request that Systemates correct the error or defect within the mutually agreed period. If Customer does not reject the Application Services within the acceptance period, they will be deemed accepted.

2. Application Services.

2.1 The Application Services, commonly referred to as "Projectmates", is an online project management software designed to automate construction processes, promote collaboration, and simplify workflows. The Application Services help manage projects from pre-design activities, through selection of the architect, design, acquisition of construction, management of move-in, and post-construction activities. The appearance, terminology and workflow processes can be customized. Authorized Users can share drawings, documents, meeting minutes, discussions, project budgets, invoices and other management processes through a web browser.

2.2 Systemates will make the Application Services available to each of Customer's employees, agents, representatives, contractors, and/or consultants who are permitted to use the Application Services under the terms of this Agreement ("Authorized Users").

2.3 Customer will access and manage the Application Services by means of user accounts assigned to each Authorized User (each, a "User Account"). Customer shall assign appropriate passwords to each User Account and shall keep the passwords secure. Customer shall, and shall cause the Authorized Users, to: (i) notify Systemates immediately of any unauthorized use of any password or User Account or any other known or suspected breach of security; and (ii) not impersonate another person or provide false identity information to gain access to or use the Application Services. Systemates may remove or suspend any User Account affected by the activities described in this Section 2.3.

3. Professional Services.

Systemates offers a variety of professional services, including building custom reports, integration, supplemental training, and implementation configuration (collectively, "Professional Services"). If Customer requests Professional Services, the Parties will mutually agree upon the terms of the Professional Services under a statement of work or work order.

4. Escalated Support.

If Customer purchases escalated support, during the first three months of the rollout, Systemates will meet with the core implementation team monthly (or more if needed) to address questions about the functionality of the system, review user adoption, provide guidance in best practices for usage, and offer impromptu mini trainings as reasonably needed.

5. Customer Responsibilities.

Customer will appoint a "Site Administrator" whose duties include adding or removing User Accounts, adding or removing User Accounts from projects, creating and changing passwords related to User Accounts, assigning user roles to User Accounts, adding and managing company profiles, adding and managing vendors, general managing the Application Services, providing Tier 1 support and training to Authorized Users, creating and managing projects, managing project templates (including access rights and structure), managing financial approvals, configuring project information fields and site layout, modifying the dashboard in the report module, and building and maintaining custom business processes. Each Site Administrator must complete the Site Administrator Training detailed on Schedule B. If Customer appoints a Site Administrator who has not completed the training, Systemates may suspend Technical Support until the training is completed. Tier 1 support means that Authorized Users contact Customer's Site Administrator for initial support. If the Site Administrator cannot resolve the issue after using reasonable efforts to do so, the Site Administrator will contact Systemates for Tier 2 support, and Systemates will work with the Site Administrator to resolve the issue.

Schedule B

Fee Schedule

		One-time	Annual
1. Initial Setup			
- Set up dedicated private environment in Microsoft Azure cloud		\$5,800	
- Custom web address (https://TarrantCounty.Projectmates.com)			
- Customized portal page to reflect your corporate branding			
- Provisioned for Unlimited Projects and Unlimited Storage			
	Sub-Total	\$5,800	
2. Annual Licensing Fee			
	Quantity	One-time	Annual
- Total Named User Seats - based on \$25M Annual Construction Budget	Unlimited		\$40,875
- Users with Reporting Access (requires named user acct)	10		
- Users with Site Admin Access (requires named user acct)	2		
- Upgrades, Updates and 24/7 server monitoring			
	Sub-Total		\$40,875
3. Implementation*			
	Quantity	One-time	Annual
Implementation Technical Services			
- Reference RFP response for services provided		\$14,800	
Discovery/ Fact Finding Meeting			
- Meetings with client team and departmental SMEs			
- Collect sample documents, budgets, schedules, etc.			
- Discuss workflows, approval paths, routing, etc.			
Configuration			
- Configuration of Projectmates software, project templates			
- Validation Workshop			
- Role Play with client team, day in the life of a project			
- Walk through project from planning to close out in software			
<i>*All services performed online.</i>	Sub-Total	\$14,800	
4. Training*			
	Quantity	One-time	Annual
- Admin & Power User training: 3-hour web-based trainings	4	\$4,900	
- User Training: 3-hour web trainings (up to 10 users)	3	\$3,330	
- Escalated Support following implementation	1 Month	\$2,250	
<i>*All services performed online..</i>	Sub-Total	\$10,480	
5. Add-On Menu (Not Included)			
		One-time	Annual
- Additional Report Users (project user license purchased separately) per user		\$100	\$375
- Additional 3-hour web-based training session (up to 10 attendees)		\$1,110	
- Additional pack of 10 hours of non-programming consulting (pre-paid)		\$1,850	

6. Additional Features	Rate		Quantity	Amount	
	Setup	Annual		One-time	Annual
- 2D/3D/BIM/PDF Viewer & Markup module	\$0	Included	1	\$0	Included
- Asset Planning	\$3,300	\$3,000	0	N/A	N/A
- Single Sign-On (SSO)	\$3,700	\$6,000	0	N/A	N/A
- Capital Planning	\$6,600	\$6,000	0	N/A	N/A
- Flat-file Integrations - Budget, Invoice, CO (Separate SFTP or Amazon S3 Account required to be hosted by client)	\$7,400	\$6,000	0	N/A	N/A
- Power BI Integration (Separate Power BI Account is Reqd.)	\$5,850	\$5,400	0	N/A	N/A
- Access to API	\$14,800	\$10,000	0	N/A	N/A
- DocuSign Integration (Separate DocuSign Account is Reqd.)	\$1,200	\$1,000	0	N/A	N/A
- GIS/ArcGIS ESRI Integration**	\$3,300	\$3,000	0	N/A	N/A
			Sub-Total	\$0	\$0

**Cost for Discovery / Setup may vary based on requirements.

Note: Technical Services are billed at \$225 per hour. Billable hours for custom integrations and custom reports vary by Customer requirements. Actual Technical service hours will be determined after a SOW or work order is complete. A typical custom integration takes between 80-100 hours to complete.

7. Maintenance & Support	Included
Annual Software maintenance for free product updates, and upgrades, as well as live technical support for Site Admins (tier-2) via email, support portal or phone during support hours (Monday to Friday 8:30 am to 5:30 pm CST).	

Totals for Year 1	One-time	Annual
1. Initial Setup	\$5,800	
2. Annual Licensing Fee		\$40,875
3. Implementation	\$14,800	
4. Training	\$10,480	
6. Additional Features (as elected by Quantity stated above)	\$0	\$0
7. Maintenance & Support	\$0	\$0
Sub-Total		\$31,080

. Customer to provide TX Sales Tax Exemption documentation.

Payment Plan	
1st Year - Review Milestone Payment Plan below	Total \$71,955
2nd Year - annual recurring, to be invoiced upon anniversary date	
- Annual Licensing Fee (Actual amount will be based on conditions below at time of renewal.)	\$40,875
- Annual Additional Features Fee (actual amount will be based on modules added, if applicable)	\$0
- Annual Review & Training (One 3-hour web-based training - up to 10 users)	\$1,750
Total	\$42,625
3rd Year - annual recurring, to be invoiced upon anniversary date	
- Annual Licensing Fee (actual amount will be based on conditions below at time of renewal.)	\$43,006
- Annual Additional Features Fee (actual amount will be based on modules added, if applicable)	\$0
- Annual Review & Training (One 3-hour web-based training - up to 10 users)	\$1,750
Total	\$44,756



Note: Initial Term: 1 year. Renewal rates for year 2 and year 3 are defined above and outlined in RFP response (see Best and Final Offer. After the first 3 years, no more than annually, Systemates may increase the fees by no more than seven percent (7%) of the then current fees, unless otherwise agreed by the Parties. Agreement will renew upon approval by the Tarrant County Commissioners Court. Client will receive an invoice for the annual renewal with payment terms and actual amount due.

Pricing Considerations:

The following applies to the offered pricing above:

User License

- License Fee provides for Unlimited Users (internal and external)
- License Fee is based on \$25,000,000 for annual construction value (ACV)
- Excess fees will be \$1,600 per \$1,000,000 excess (or portion thereof)
- Annual renewal rate for license fees will be based ACV in previous year, no less than \$25M
- Additional licenses for Reporting Users and System Administrators required and not part of "unlimited" users.
- Refer to proposal and marketing material for description of baseline functionality included
- Support services and new releases of Projectmates are included with subscription

Optional Features

- Optional modules can be added at stated pricing during the term of contract
- Each option module requires an annual license fee and one-time setup fee, unless marked as "Included"
- These modules are "site" based with no user count limitations
- ArcGIS, Docusign and PowerBI modules require Customer have a "core" licenses for each service
- Flat File Integration and API Access do not include development work for "middleware"

First Year – Milestone Payment Plan

Systemates will invoice Customer upon completion of each Phase based on documented acceptance of such completion from Customer. Customer will be required to fully document any deficiency in stated deliverables within 10 days of notice of completion. Lack of such acknowledgement will be interpreted as acceptance of stated deliverables. Either party may elect to exercise Termination for Convenience should dispute over deliverables arise, including unreasonable delays in collaboration for the stated deliverables.

Phase	Deliverable	Timing - Completion	Schedule B Reference
Site Setup	<ul style="list-style-type: none"> • Availability of Private Cloud with Application • 5-10 Initial Users Activated • "Sandbox" Project Available for Orientation 	1 Business Day after Contract Execution	<ul style="list-style-type: none"> • Initial Setup (\$5,800) • Annual License (\$20,438 – 50%)
Personalize	<ul style="list-style-type: none"> • Documentation of Work Plan and Schedule • Risk Assessment and Mitigation Plans 	2-3 weeks after Contract Execution	<ul style="list-style-type: none"> • 50% of Implementation (\$7,400)
Refine	<ul style="list-style-type: none"> • Configure Projectmates to Client Specifications • Module Testing to verify configuration • Documentation of Use Cases • Proof of Concept Tests 	3-4 weeks after completion of Personalize phase	<ul style="list-style-type: none"> • 50% of Implementation (\$7,400) • Annual License (\$20,437 – 50%)
Training	<ul style="list-style-type: none"> • Admin/Power User Courses • Internal/External User Courses • Go Live 	1-2 weeks after Refine phase	<ul style="list-style-type: none"> • Admin Training (\$4,900) • User Training (\$3,330)
Escalated Support	<ul style="list-style-type: none"> • Admin access to Project Team for support • Revise application configurations (if needed) 	30 days after Go Live	<ul style="list-style-type: none"> • Escalated Support (\$2,250)

Schedule C

Service Levels

1. Service Levels.

Service Availability is computed using the following definitions.

- a. **Application Services:** Systemates Application Service, accessible over the network via web protocols, up to and including Systemates' Internet connection.
- b. **System Outage Hours:** Total time during a given month in which the Application Service is unavailable, excluding Schedule Maintenance and time during Force Majeure events. Network problems beyond that point, such as ISP problems, Internet backbone problems or Customer network problems, are excluded. Problems caused by software running on Customer's computers are also excluded.
- c. **Total Hours:** Number of hours contained in a month.
- d. **Service Availability:** The percentage of Total Hours during a given month in which the System was available is computed by multiplying 100 by the following calculation (expressed as a percentage):

$$\frac{\text{Total Hours} - \text{System Outage Hours}}{\text{Total Hours}}$$

2. Service Level Credit.

Where Service Availability is below 99% but above 97%, Systemates will issue a service level credit equal to 5% of the pro-rata portion of the annual subscription fee for that month. Customer will receive a service level credit of an additional 5% of the monthly subscription fee for each percentage point Service Availability falls below 97%, up to a maximum of 25% of monthly portion of the annual subscription fee for that month. To receive a credit, Customer must submit a request to Systemates within 15 days after the month in which Service Availability was below 99%. Any credit will be applied against subsequent subscription fees due to Systemates.

3. Customer Service.

For general service or support issues, Customer may contact Systemates' Customer Support Center at support@systemates.com or 214.217.4100 Extension 2. Systemates will use reasonable efforts to provide an acknowledgement within eight hours during regular support hours Monday to Friday 8:30 AM to 5:30 PM US Central Time. If the issue cannot be resolved within a 24-hour period, we will continue to update you with additional information as it is available.

In case of a "Server Down" situation beyond our regular support hours, Customer can contact Customer Support by calling 214.217.4100 ext. 211. If issues are encountered with the Application Services, Systemates will address reported issues according to the following priority levels:

Priority	Description	Action & Response
Red: System Down	System Down: Site not operational and no workaround is available.	Systemates will work continuously until resolved. Target resolution goal is within 4 hours of a reproducible case being reported. (Excludes system outages caused by force majeure, i.e. acts of God, war, civil unrest, acts of government and any other circumstances beyond Systemates' reasonable controls).
Orange: Severe Impact	Severe Impact: A major function is not working (unable to utilize a specific portion of the application). Reproducible Errors which result in a lack of application functionality or intermittent system failure.	Good faith efforts by Systemates to provide: A workaround within 24 hours of notification. If a workaround is provided, then a plan for correction of the Error will be provided within 10 business days of notification, with a target for completion within 30 business days; or If a workaround is not provided, then a plan for correction of the Error will be provided within 5 business days of notification for completion within 10 business days.
Yellow: Moderate Impact	Reproducible Errors causing malfunction of non-critical functions. Customer is able to use the application with the issue outstanding.	Good faith efforts by Systemates to provide: A workaround within 10 business days of notification. If a Workaround is provided, then a plan for correction of the Error will be provided within 20 business days of notification for completion within 60 days; or If a workaround is not provided then a plan for correction of the Error will be provided within 20 business days of notification, with a target for completion within 30 business days.
Blue: Enhancement Request	Request to add new feature or write custom code.	Enhancement requests will be reviewed by Systemates. Customers will be notified of the outcome of the review. If customer desires to sponsor the enhancement request, Systemates will provide detailed scope of work document and cost estimate within 14 days.

RFP No. F2024134 - Annual Contract for Facilities Construction Projects Management Software
- Facilities Management - Systemates, Inc. - Per Contract Terms

SIGNED AND EXECUTED this 28 day of January, 2025.

**COUNTY OF TARRANT
STATE OF TEXAS**

A handwritten signature in black ink that reads "Tim O'Hare". The signature is written in a cursive style with a long horizontal line extending to the right.

Tim O'Hare
County Judge
2/4/2025