

## AEPA Bid Checklist

**Proposal:** AEPA IFB 020-D Facility Management Software

**Awarded Vendor(s):** Dude Solutions [North Dakota - award]

**Award Date:** January 6, 2020

**Contract Number:** 020-D

- ☐ Copy of Public Notice
- ☐ Copy of Bid Specifications
- ☐ Opening Record/List of Bids Received
- ☐ Copy of Bids Received
- ☐ Recommendation for New Contracts
- ☐ Tally Sheets with Notes/Executive Summary
- ☐ Copy of Signed Contract(s)
- ☐ Board Acceptance of Bid

AFFIDAVIT OF PUBLICATION

STATE OF MINNESOTA . )  
COUNTY OF HENNEPIN )



650 3rd Ave. S, Suite 1300 | Minneapolis, MN | 55488

Terri Swanson, being first duly sworn, on oath states as follows:

1. (S)He is and during all times herein stated has been an employee of the Star Tribune Media Company LLC, a Delaware limited liability company with offices at 650 Third Ave. S., Suite 1300, Minneapolis, Minnesota 55488, or the publisher's designated agent. I have personal knowledge of the facts stated in this Affidavit, which is made pursuant to Minnesota Statutes §331A.07.

2. The newspaper has complied with all of the requirements to constitute a qualified newspaper under Minnesota law, including those requirements found in Minnesota Statutes §331A.02.

3. The dates of the month and the year and day of the week upon which the public notice attached/copied below was published in the newspaper are as follows:

<u>Dates of Publication</u>	<u>Advertiser</u>	<u>Account #</u>	<u>Order #</u>
StarTribune 07/22/2019	LAKES COUNTRY SERVICE COOPERATIVE	1000301188	318152
StarTribune 07/29/2019	LAKES COUNTRY SERVICE COOPERATIVE	1000301188	318152

4. The publisher's lowest classified rate paid by commercial users for comparable space, as determined pursuant to § 331A.06, is as follows: **\$739.20**

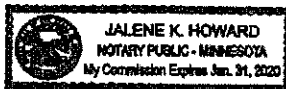
5. Mortgage Foreclosure Notices. Pursuant to Minnesota Statutes §580.033 relating to the publication of mortgage foreclosure notices: The newspaper's known office of issue is located in Hennepin County. The newspaper complies with the conditions described in §580.033, subd. 1, clause (1) or (2). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

FURTHER YOUR AFFIANT SAITH NOT.

*Terri Swanson*

Subscribed and sworn to before me on: 07/29/2019

*Jaleene K. Howard*



Notary Public









# Classified Advertising Invoice

Bismarck Tribune

PO BOX 540  
Waterloo, IA 50704-0540

888-418-6474

LAKES COUNTRY SERVICE COOP  
Lori Mittelstadt  
1001 E MOUNT FAITH  
FERGUS FALLS MN 56537

Customer: 60058870  
Phone: (218) 737-6535  
Date: 08/05/2019

## CREDIT CARD PAYMENT (circle one)



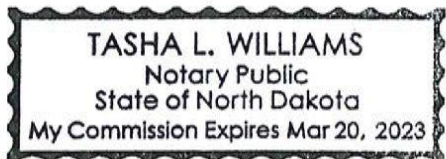
Card #: \_\_\_\_\_  
Exp Date: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Credit card users: Fax to 319-291-4014

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT

Lee Enterprises no longer accepts credit card payments sent via e-mail. Emails containing credit card numbers will be blocked. Please use the coupon above to send a credit card payment to remittance address located in the upper right corner. You may also send the coupon to a secure fax at 319-291-4014.

Date	Date	Times Run	Description	Lines	Class C	mt Due
07/22/19	08/05/19	3	September 16, 2019 - For Bids: Bismarck Tribune PO:Lisa Truax	57.00	Legals	153.90

**Affidavit of Publication**  
State of North Dakota ) SS County of Burleigh  
Before me, a Notary Public for the State of North Dakota personally appeared JPL who being duly sworn, deposes and says that he (she) is the Clerk of Bismarck Tribune Co., and that the publication(s) were made through the Bismarck Tribune on the following dates: 7/22, 29 & 8/5 Signed Jim Lindsay sworn and subscribed to before me this 8 day of Aug 2019 Tasha L Williams  
Notary Public in and for the State of North Dakota



Please return invoice or put order number on check. Thank You.

Remarks

Bismarck Tribune  
www.bismarcktribune.com  
PO BOX 540  
Waterloo, IA 50704-0540

**Notice to Bidders**  
Sealed Bids will be received by the Association of Educational Purchasing Agencies (AEPA) on behalf of its Member Agencies until:

1:30 p.m. EST, Monday,  
September 16, 2019

For Bids: 020-A Natural and Synthetic Surfaces for Sport Fields, Tracks, Courts, Playground and Landscaping Applications, 020-B Carpet & Resilient Flooring, 020-C Digital Resources & Instructional Materials, 020-D Facility Management Software, 020-E Lawn & Groundskeeping Equipment, Supplies & Services, 020-F Digital Display Solutions, and 020-G Vehicles - Cars, SUVs, Crossovers, Light Duty Trucks, Vans, Police and Public Safety.

Each bid package consists of multiple parts:  
Part A - Terms and Conditions  
Part B - Specifications  
Part C - Member Agency (State) Terms and Conditions  
Part D - Questionnaire  
Part E - Signature Forms  
Part F - Discount and Pricing Schedule Workbook

All bids shall be submitted online via Public Purchase by the due date and time listed above. Note that Bidders must be able to provide their proposed products and services in up to 28 states including California, Colorado, Connecticut, Florida, Georgia, Illinois, Indiana, Iowa, Kansas, Kentucky, Massachusetts, Michigan, Minnesota, Missouri, Montana, Nebraska, New Jersey, New Mexico, North Dakota, Ohio, Oregon, Pennsylvania, Texas, Virginia, Washington, West Virginia, Wisconsin and Wyoming.

AEPA bid documents can be downloaded after registering, at no cost, on Public Purchase at www.publicpurchase.com. AEPA and/or the respective Member Agencies reserve the right to reject any or all bids in whole or in part; to waive any formalities or irregularities in any bids, and to accept the bids, which in its discretion, within state law, are for the best interest of any of the AEPA Member Agencies and/or their Participating Entities. Bids will be opened and an opening record will be posted to Public Purchase. Bids will be publicly opened at 1:30 PM EST on September 16, 2019, at Oakland Schools, 2111 Pontiac Lake Road, Waterford, MI 48328.

7/22, 29 & 8/5 - 20977625

Terms: PAYMENT IS DUE UPON RECEIPT OF INVOICE

**From:** [Public Purchase](#)  
**To:** [Jane Eastes](#)  
**Cc:** [Craig Peterson](#); [Pat Moran](#); [Elmo Kallner](#); [Larche Hardy](#); [David Mahalko](#); [Tina Smith](#); [Robin Strauser](#); [Anna Marie Andrew](#); [Ed M Pabor](#); [Melissa Mattson](#); [Lisa Truax](#); [Michelle Pratt](#); [Ken Swink](#); [Tamra Hurst](#); [Andrew Pickens](#); [George Wilson](#)  
**Subject:** Release Successful on Bid IFB #020-D - Facility Management Software  
**Date:** Monday, July 22, 2019 3:02:30 PM

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Jane Eastes:

Bid "IFB #020-D - Facility Management Software"  
Status: Release Successful on Jul 22, 2019 3:01:54 PM CDT

You can check the released bid by going to the following address:  
<http://www.publicpurchase.com/gems/bid/bidView?bidId=115755>

If you have any questions regarding this bid, please contact our Customer Support Staff at [agency support@publicpurchase.com](mailto:agency support@publicpurchase.com)

Thank you for using Public Purchase.

MK= G5o3pZrObMb0gC4jbQOLpg==

## PART A

### Instructions and General Terms and Conditions

### AEPA IFB #020-D Facility Management Software

#### Notice to Bidders

Sealed bids will be received by the Association of Educational Purchasing Agencies (AEPA) on behalf of its Member Agencies until:

**1:30 p.m. ET, Monday, September 16, 2019**

**For Bids: 020-A Natural and Synthetic Surfaces for Sport Fields, Tracks, Courts, Playground and Landscaping Applications, 020-B Carpet & Resilient Flooring, 020-C Digital Resources & Instructional Materials, 020-D Facility Management Software, 020-E Lawn & Groundskeeping Equipment, Supplies & Services, 020-F Digital Display Solutions, and 020-G Vehicles – Cars, SUVs, Crossovers, Light Duty Trucks, Vans, Police and Public Safety.**

**Each bid package consists of multiple parts:**

- Part A – Terms and Conditions**
- Part B – Specifications**
- Part C – Member Agency (State) Terms and Conditions**
- Part D – Questionnaire**
- Part E – Signature Forms**
- Part F – Discount & Pricing Workbook**

All bids shall be submitted online via Public Purchase by the due date and time listed above. Note that Bidders must be able to provide their proposed products and services in up to 28 states including California, Colorado, Connecticut, Florida, Georgia, Illinois, Indiana, Iowa, Kansas, Kentucky, Massachusetts, Michigan, Minnesota, Missouri, Montana, Nebraska, New Jersey, New Mexico, North Dakota, Ohio, Oregon, Pennsylvania, Texas, Virginia, Washington, West Virginia, Wisconsin and Wyoming.

AEPA bid documents can be downloaded after registering, at no cost, on Public Purchase at [www.publicpurchase.com](http://www.publicpurchase.com). AEPA and/or the respective Member Agencies reserve the right to reject any or all bids in whole or in part; to waive any formalities or irregularities in any bids, and to accept the bids, which in its discretion, within state law, are for the best interest of any of the AEPA Member Agencies and/or their Participating Entities. Bids will be opened and an opening record will be posted to Public Purchase. Bids will be publicly opened at 1:30 PM ET on September 16, 2019, at Oakland Schools, 2111 Pontiac Lake Road, Waterford, MI, 48328.

#### **Bid & Contract Timeline:**

Monday, July 22, 2019	Release of IFBs
Wednesday, August 14, 2019	Pre-Bid Conference Call (optional)
Friday, August 23, 2019	Deadline for questions from Bidders
Monday, September 16, 2019	<b>Deadline for Bid Submittals and Bid Reading via Public Purchase</b>
Friday, October 25, 2019	Contract Recommendations posted on Public Purchase and the

	AEPA website, <a href="http://www.aepacoop.org">www.aepacoop.org</a>
December 2-4, 2019	AEPA Approval of bids
December 9, 2019	Vendor Partner's submit required documentation to Member Agencies
No later than May 1, 2020, to February 28, 2021	Initial contract term (up to fifteen months) – See Term of Contract and Extensions in General Terms & Conditions
March 1, 2021 - 2024	Annual contract renewal dates subject to approval by AEPA

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### **I. About AEPA**

Welcome to The Association of Educational Purchasing Agencies (AEPA) annual bid solicitation. AEPA is a unique school procurement consortium established in 2000, and incorporated in 2007 under the state laws of Nevada. We are consortium of non-profit public agencies representing twenty-eight (28) states. We joined to issue simultaneous Invitations for Bids (IFB) generating sales for vendor partners in forty-nine (49) states. AEPA's mission is to cooperatively serve our members through a continuous effort to explore and solve present and future purchasing needs. Our goal is to secure multi-state volume purchasing contracts with benefits for our public members that are measurable, cost-effective, and exceed members' expectations for customer service and value. AEPA is committed to accomplish this mission lawfully and ethically, using leading edge technology and contemporary business practices.

The advantage for vendors to work with AEPA is that you respond to one bid that is legally performed across as many as 28 states, which have the potential to sell nationwide. You are working with up to 28 agencies with a long and trusted history with their public membership. Through our partnerships, AEPA vendors have access to thousands of public agencies across the country. We are a multi-million-dollar procurement group through our current awarded vendors and are growing.



AEPA designates one Member Agency per state that is operating legally under the rules and regulations of that state. Any additional agencies that wish to participate will negotiate with the authorized Member Agency and participate through them in a manner in which they mutually agree is not in conflict with AEPA procedures. The Member Agency will be the only agency allowed to represent that state at AEPA and will be the only communication link between AEPA and that state.

Each Member Agency, along with the awarded Vendor Partner, represents, supports and promotes the AEPA contracts within their respective state. While the consortium was initially created to support educational entities, the Member Agency for each state determines which public entities (higher educational institutions, cities, counties, townships, states, etc.) can utilize the competitively bid contracts (see the Summary of State Participation by Bid Category Table). Participating entities may include Public and Private School Districts, Educational Service Agencies, Intermediate School Districts, Higher Education Institutions, Federal Agencies, State Agencies, Local Public Bodies and Nonprofit Non-Public Corporations, Organizations, other entities contracted to conduct business on behalf of a participating entity provided they are required to follow member state and local procurement regulations, etc. that have authorizations to utilize the AEPA Member Agencies' Awarded Contracts.

AEPA has an elected President, Vice President, Secretary and Treasurer. Operations are overseen by the Executive Director. The AEPA Board representing 28 states meets twice per year, and operates otherwise through a sophisticated committee structure.

#### **AEPA Member Agency Information**

<b>State</b>	<b>Agency Name</b>	<b>Contact</b>	<b>Email</b>	<b>Students</b>
California	Monterey County Office of Education d/b/a CalSAVE	Ted Witt	twitt@epylon.com	6,000,000
Colorado	Colorado BOCES Association	John Tillman	jtillman@my.amigo.net	889,000
Connecticut	Capitol Region Education Council (CREC)	Cara Hart	chart@crec.org	538,000
Florida	Panhandle Area Education Consortium	Larche Hardy	larche.hardy@paec.org	2,700,000
Georgia	Cooperative Purchasing Agency	Kevin Benson	kbenson@cpa4schools.com	1,600,000
Indiana	Wilson Education Center	Pam Clover	pclover@wesc.k12.in.us	1,046,026
Illinois	Illinois Learning Technology Purchase Program	Hope Hardin-Borbely	hhardinborbely@iltpp.org	2,001,548
Iowa	AEA Purchasing	Joni Puffett	joni@aeapurchasing.org	510,010
Kansas	Southeast Kansas Education Service Center	Tina Smith	tina.smith@greenbush.org	468,510
Kentucky	Green River Regional Educational Cooperative	Ann Burden	ann.burden@grrec.org	675,000
Massachusetts	The Education Cooperative	Joan Preble	jpreble@tec-coop.org	955,739
Michigan	Oakland Schools	Tim Loock	tim.loock@oakland.k12.mi.us	1,550,802
Minnesota	Cooperative Purchasing Connection	Jeremy Kovash	jkovash@lcsc.org	842,932
Missouri	EducationPlus	Steve Griggs	sgriggs@edplus.org	885,204
Montana	Montana Cooperative Service	Dave Puyear	dpuyear@mrea-mt.org	144,129
Nebraska	Nebraska ESU Cooperative Purchasing	Craig Peterson	Craig.peterson@esucc.org	300,000
New Jersey	Middlesex Regional Educational Services Commission	Pat Moran	pmoran@mresc.k12.nj.us	1,369,000
New Mexico	Cooperative Educational Services	Dotty McKinney	dotty@ces.org	338,307
North Dakota	North Dakota Educators Service Cooperative	Jane Eastes	jeastes@lcsc.org	106,863
Ohio	Ohio Council of Educational Purchasing Consortium	Elmo Kallner	<a href="mailto:elmo.kallner@epcschools.org">elmo.kallner@epcschools.org</a>	1,700,000
Oregon	Intermountain ESD	Rob Naughton	rob.naughton@imesd.k12.or.us	570,857



Pennsylvania	Central Susquehanna Intermediate Unit d/b/a Keystone Purchasing Network	Jeff Kimball	jkimball@csiu.org	5,700,000
Texas	Region 16 Education Service Center d/b/a TexBuy	Andrew Pickens	andrew.pickens@esc16.net	5,232,065
Virginia	Fairfax County Public Schools	Michelle Pratt	MRPratt@fcps.edu	1,249,000
Washington	King County Directors Association	Dave Mahalko	dmahalko@kcda.org	1,000,000
West Virginia	Mountain State Educational Services Cooperative	Jan Hanlon	jhanlon@k12.wv.us	289,899
Wisconsin	Cooperative Educational Service Agency (CESA) #2	Jane Wray	jane.wray@cesa2.org	873,000
Wyoming	Northeast Wyoming Board of Cooperative Educational Services	Nita Werner	nwerner@newboces.com	91,000

## II. Bid Procedures

### A. Issuing Agency

The great benefit to the Bidder is that one response may be prepared for approval by AEPA and awarded by multiple AEPA Member Agencies and utilized by their Participating Entities located throughout many states. Bidders responding to this IFB will submit their response in the required formats (PDF, Word, Excel) of all files requested along with complete catalogs via Public Purchase, a free online bidding platform, by the due date and time of this IFB. Bidders selected in response to this single IFB have the potential to provide products and services to local education agencies serving over 36,000,000 (excludes non-represented AEPA states) students.

Each AEPA Member Agency will individually publish notice of the IFB. Bidders will submit their response online, electronically via Public Purchase ([www.publicpurchase.com](http://www.publicpurchase.com)). Responses will be evaluated by bid category committees comprised of AEPA Member Agencies representatives who have indicated they will participate in the category of products and services being solicited, and after AEPA approval, individual AEPA Member Agencies may award contracts to the AEPA Approved Vendor Partners or reject their offers.

The procurement activities of AEPA are limited to document preparation, distribution of the IFB, initial evaluation, and recommendation for possible approval to AEPA Member Agencies. AEPA consists of agency officials who have agreed to assist one another in meeting the public purchasing needs of local school districts and other political subdivisions.

Contracts awarded through cooperative purchasing must meet the procurement laws of the states of each AEPA Member Agency. When these laws are satisfied, an individual entity using these contracts is deemed in compliance with bidding regulations. As allowed by specific state statutes, they can issue purchase orders for any amount without the necessity to prepare their own IFB, Request for Proposal (RFP), or Request for Quotations (RFQ). This saves the entity time and allows for economical and efficient purchasing.

**AEPA requires that Bidders only respond if they are able to offer prices equal to or better than what they ordinarily offer to individual entities or cooperatives with equal or lesser volume.** State laws that permit or encourage cooperative purchasing contracts do so in the belief that it saves the participants both time and money. Time is saved by having access to volume discounted contracts publicly solicited and being able to purchase what is needed without having to wade through the solicitation process (write solicitation, advertise the IFB, open each response, evaluate and make a selection). Money is saved in procurement cost and lower prices will be the result of volume purchasing. Therefore, a contract issued by a cooperative can be used by hundreds of separate political units; but if it has the same or higher prices than what a single agency or state contract can get through its own bid, a cooperatively bid contract may not be attractive to these members. We request that bidders respond with an advantageous package so that together we can attract members to prefer the cooperatively awarded contract.

The AEPA policy for membership permits new agencies to become AEPA Member Agencies upon approval of existing members. If additional Agencies are added, they and their members may procure from existing contracts upon approval of the awarded Vendor Partners and in accordance with their state laws.

#### **B. Questions**

All questions from Bidders must be submitted online through Public Purchase, AEPA will not accept questions in any other format during the bid process. All questions received during the IFB process will be available via Public Purchase. All Bidders will be automatically notified through email when AEPA responds to a question asked by a Bidder. It is the Bidders responsibility to check Public Purchase for any questions and answers prior to the bid deadline. Questions received after the question deadline date will not be answered.

Should AEPA issue an addenda during the solicitation process, all Bidders will be automatically notified through email of the released addenda. AEPA is not responsible for Bidders not acknowledging the issued addenda and not submitting a response according to those changes.

Questions regarding this IFB after Bid Opening, but prior to the approval of the contract, should be submitted to [questions@aepacoop.org](mailto:questions@aepacoop.org).

Questions regarding this IFB after Notification of Approval should be submitted to [bid-committee@aepacoop.org](mailto:bid-committee@aepacoop.org).

#### **C. Bidder Qualifications**

An essential part of the bid evaluation process is an evaluation to qualify the company being considered. All bids must contain answers, responses and/or documentation to the information requested in the Bid Documents. Any Bidder failing to provide the required information/documentation may be considered non-responsive, this includes submitting a response not in the proper format.

Bidders, within their response, must demonstrate their ability, capacity and available resources to provide the proposed products and services to 90% of the AEPA Member Agencies indicating an interest in participating in the categories being solicited, unless otherwise noted in Part B – Technical Specifications of the category being bid. The Bidders are required to communicate and demonstrate within their response they have extensive knowledge, background and at least five (5) years of experience with manufacturing, obtaining, delivering, installing, maintaining and/or supporting the product lines of products, equipment, services or software offered. AEPA and/or its Member Agencies reserve the right to accept or reject newly formed companies or companies failing to demonstrate their abilities or capacity solely based on information provided in the bid response and/or its own investigation of the company.

#### **D. Bid Security**

If required, bids shall be accompanied by a satisfactory bid security. This will vary by category and will be noted in Part B, Technical Specifications.

If a bid security is required, a hard copy of the bid security must be in the actual possession of AEPA at Oakland Schools, 2111 Pontiac Lake Road, Waterford, MI 48328, on or prior to the exact due date and time. Original copies of the bid security, must be submitted in a sealed envelope properly addressed to the Association of Educational Purchasing Agencies, with the Bid Number, Bid Category and Bidder's name and address clearly indicated on the envelope or box. Bid securities received late will not be opened and will be deemed non-responsive.

A bidder must also include a PDF copy of the bid security with their response on Public Purchase. If a Bidder fails to submit a copy of the bid security via Public Purchase and/or fails to submit the bid security by the due date and time, its response shall be deemed non-responsive and will not be considered.

An acceptable bid security will have the principal being the Bidder and the Association of Educational Purchasing Agencies listed as the Agency of Record. Bid Security may be a one-time bid bond underwritten by a surety company licensed to issue bid bonds in the state of Nevada and said surety to be approved in federal circular 570 as published by the United States treasury department or the equivalent in cash or an irrevocable letter of credit from a FDIC financial institution. The bid security shall remain in force for one hundred twenty (120) days of bid opening.

## **E. Bid Submittal**

### **1. Preparation of the Bid Response**

- a. The IFB is published in multiple parts. Part A contains the general terms and conditions that apply to all IFB's in the current series of bids. Part B is the technical specifications for the individual bid commodity. Part C includes specific state terms and conditions. Part D, E and F are to be filled out in their entirety and submitted online via Public Purchase in their required formats with the Bidder's response. Some bid categories may contain additional Parts or Forms. All Forms must be uploaded prior to the published bid due date and time of opening.
- b. All bid responses must be on the forms provided by AEPA for each IFB found in Public Purchase, unless otherwise noted. Bidders will submit all documents, in their required formats, online via Public Purchase by the due date and time of the IFB.
- c. Bid Forms requiring signatures shall be submitted by the person authorized to sign the bid response. Failure to properly sign the bid documents will result in the response being deemed non-responsive.
- d. In case of an error in extension of prices in the bid, unit prices shall govern.
- e. Periods of time, stated as a number of days, shall be in calendar days, not business days.
- f. It is the responsibility of all Bidders to examine the entire IFB package, to seek clarification of any item or requirement that may not be clear, and to check all responses for accuracy before submitting a bid. Negligence in preparing a bid confers no right of withdrawal after due time and date.
- g. The Bidders' ability to follow the bid preparation instructions set forth in this solicitation will also be considered to be an indicator of the Bidders' ability to follow instructions should they receive an award as a result of this solicitation. Any contract between the AEPA Member Agency and a Bidder requires the delivery of information and data. The quality of organization and writing reflected in the bid will be considered to be an indication of the quality of organization and writing which would be prevalent if a contract was awarded. As a result, the bid will be evaluated as a sample of data submission.

2. **Document Development:** Bid forms for this IFB are published in Public Purchase, in Word, Excel and PDF formats. Bidders may download the documents once they are registered with AEPA on Public Purchase. All documents must be titled properly and submitted in their required format as noted in the Bid Proposal Checklist. Bidders must scan and upload all documents to Public Purchase following the Bidder's Proposal Checklist, along with any additional documents or files other than those listed below that may be requested and/or related to the this IFB.

- a. **Part C – Member Agency (State) Terms and Conditions:** Some states require additional documentation and signature forms. Review Part C and submit the required state documents with your bid. Submit all state specific forms as one (1) form in PDF format.
- b. **Part D – Questionnaire:** Complete the form provided. The questionnaire seeks information about the Bidder's pricing structure, service areas, past performance and



commerce processes. The Company Information form provides background information on the Bidder's company. Submit the form as one (1) individual form.

- **NOTE: An attached letter of line of credit from the Bidder's chief financial institution is required unless the company is publicly traded. If the company is publicly traded, a complete Annual Financial Report from the most recent year is REQUIRED.** Scan the Letter of Line of Credit and/or Annual Report into a PDF document and title as per the instructions. Alternatively, Bidders may choose to send the Letter of Line of Credit and/or Annual Report by email directly to the AEPA Executive Director, George Wilson, at [georgewilson.aepa@outlook.com](mailto:georgewilson.aepa@outlook.com). The Letter of Line of Credit and/or Annual Report must be received by the Executive Director before the due date and time of the bid opening.
- c. **Part E – Signature Forms:** Complete the form provided. The signature form includes multiple areas where signatures are required. Submit the form as one (1) individual form in PDF format.
- d. **Part F – Discount & Pricing Schedules Workbook:** Complete the Excel workbook provided. Title the Excel document as per the instructions in Document Development above. Be sure to complete the required tabs as outlined in Part F.
  - **Warranties, Additional Services:** In response to Part F, the Bidder may be asked to provide a price schedule for warranties, or additional services, if applicable. This document is created by the Bidder (it is not provided by AEPA) and should be presented in an Excel workbook and titled as per the instructions in Document Development above.
  - **Additional Discounts:** In response to Part F, the Bidder may select to offer additional discounts/bonuses to AEPA members based on a dollar volume, sizes of orders or other criteria, and must state the formula for arriving at these discounts. This document is created by the Bidder (it is not provided by AEPA) and should be presented in an Excel workbook and titled as per the instructions in Document Development above.
- e. **Price Lists and/or Catalogs:** For catalog bids, PDFs of the Bidder's most recent published catalog(s) or price lists must be included for catalog bids. Each PDF document must be titled as per the instructions in Document Development above.

### 3. Bid Transmittal

- a. It is the responsibility of the Bidder to be certain that the bid submittal has been uploaded in its entirety to Public Purchase, on or prior to the exact published due date and time.
- b. If required for the category to which you are responding, a hard copy of the bid security must be in the actual possession of AEPA at Oakland Schools, 2111 Pontiac Lake Road, Waterford, MI 48328, on or prior to the exact due date and time. Failure to submit a copy with the response and to send the official bid security to AEPA will result in the Bidder being deemed non-responsive and will not be considered. Bids and bid securities not meeting the due date and time will not be accepted.
- c. If the designated location for receiving the bid security is closed due to an unforeseen circumstance on the day the bid security is due (due date), the bid security will be due at the same time on the next day the building is open. Responsive bids will be opened and the name of each Bidder and other appropriate information will be posted to Public Purchase and the AEPA website.

**F. Bid Evaluation, Approval and Award:** Bid responses received will be evaluated in accordance with acceptable standards of cooperative purchasing, set forth in and governed by the Procurement Codes of AEPA Member Agency's states; AEPA by-laws, policies and procedures; AEPA Member Agencies' policies and procedures. Approval of prospective Vendor Partners and recommendation of contracts will be made to the lowest responsive and responsible Bidder utilizing the criteria listed in this bid. Contract awards are made by individual AEPA Member

Agencies.

1. **Responsive Bidder:** A responsive bid reasonably and substantially conforms to all material requirements of the solicitation. Bids must be responsive and approved by AEPA to receive award consideration by AEPA Member Agencies. To be determined responsive, the response must meet all of the requirements below:
  - a. Submitted on time.
  - b. Materially satisfy all mandatory requirements identified throughout the IFB.
  - c. Must substantially conform to all of the specified requirements in the IFB in the judgment of AEPA and its AEPA Member Agency representatives.
  - d. Any deviation from requirements indicated herein must be stated, in writing, and included with the bid submittal. Otherwise, it will be considered that bids are in strict compliance with all requirements, and any successful Bidder will be held responsible therefore.
  - e. Deviations or exceptions stipulated in Bidder's response may result in the bid being classified as non-responsive. Language to the effect that the Bidder does not consider this bid to be part of a contractual obligation will result in that Bidder's response being disqualified. Terms of the IFB that any Bidder considers particularly unwarranted, and to which that Bidder would have to take significant exception in his bid, should be stated clearly and concisely as exceptions and/or deviations.
  - f. In preparing a proposal, the Bidder's inability to follow the proposal preparation instructions set forth in this solicitation and its inability to provide written responses, narratives, requested and support documentation relating to the Bidder's qualifications; abilities; capacity; products; specifications; delivery, installation, setup, maintenance; support services and pricing utilized by AEPA evaluators may result in the Bidder's response to be deemed non-responsive.
2. **Non-responsive Bid:** Any bid that does not conform to all material requirements of the solicitation including, but not limited to: bids received after the deadline; bids that do not contain required items and/or provided in the format required, such as proper and/or signed forms, pricing, catalogs, electronic files; bids that do not contain the proper bid bond where required; failure to meet the specified qualifications, product specifications, stipulated documentation or pricing equal to or better than individual entities or cooperatives with equal or lesser volume. AEPA reserves the right to request documents that do not affect pricing, waive minor irregularities, and/or seek clarification following its Board approved procedures. Bids deemed non-responsive bids will not be considered for approval and award.
3. **Responsible Bidder:** A responsible Bidder is a firm or person with the qualifications, capability and capacity to perform the contract requirements with integrity and reliability, which will assure a good faith performance. AEPA's approval of a Bidder's response will make the Bidder available for consideration to the AEPA Member Agencies for contract award. If a Bidder is approved by AEPA, the AEPA Member Agency reserves the right to determine if said Vendor Partner is responsible in their respective state. Factors to be considered in determining whether the standard of responsibility has been met may include but is not limited to whether a Bidder has:
  - a. Submitted a responsive bid;
  - b. The qualifications stipulated herein that may include but are not limited to adequate financial resources, production or service facilities, personnel, service reputation and experience to make satisfactory delivery of the products, services, or construction, described in the invitation for bids to those AEPA member states who have indicated their participation;
  - c. A demonstrated and documented satisfactory track record of performance in the national market place;

- d. A satisfactory record of integrity and a reputation of responding to and meeting educational institutions' needs, adherence of and compliance with federal, state, local and industry standards, rules, regulations and codes;
- e. Quality and suitability of products and services offered to meet and perform to the specifications, expectations and requirements identified in this bid;
- f. Supplied all necessary information and data in connection with determining whether a Bidder meets the standard of responsibility.

**4. Cost Evaluation:**

- a. Cost and price schedules conform to and provide the information required in Part B – Technical Specifications of this bid;
- b. Pricing offered that is equal to or better than what they ordinarily offer to individual entities or cooperatives with equal or lesser volume;
- c. Methodology used by AEPA and its AEPA Member Agencies to approve prospective Vendor Partners and award contracts;
- d. Line Item Bid: Lowest responsive, responsible Bidder(s); or
- e. Catalog Bid: Lowest responsive, responsible Bidder(s) is/are determined based on the price evaluation criteria; and by a “Core List” and/or by creating a “Market Basket Study” to compare overall pricing between Bidders. A “Market Basket” is a list of items typically purchased by AEPA Member Agencies and their Participating Entities that represent a cross-section of the types of those items purchased. The selection and quantity of line items evaluated will be at the sole discretion of the AEPA evaluators;
- f. The evaluation committee may consider such factors as life-cycle costs, total cost of ownership, quality, and the suitability of an offering in meeting AEPA members' needs.
- g. Based on the cost evaluation, a recommendation will be made to approve a single Bidder or make a multiple Bidder award.

**G. Contract Award and Implementation**

An AEPA category committee will perform initial bid response review and evaluation and will prepare and make a recommendation to AEPA for its consideration and approval. Those selected Bidders who are approved by AEPA will then be considered by the individual AEPA Member Agencies for contract award. It should be noted that once AEPA has approved the bid response, a Bidder becomes a “Vendor Partner” for AEPA.

Recommendations for approval by AEPA will be posted to Public Purchase and the AEPA website.

*Once the approved Bidders have been notified, it is their responsibility to contact those AEPA Member Agencies (up to 28) who had indicated an interest in participating and send Part C (if applicable), Part D, E and F to each of the participating AEPA Member Agencies. Each AEPA Member Agency will review, evaluate and determine which, if any, it will award contracts to.*

The approved Vendor Partner and the AEPA Member Agency will hold final contract negotiations, if necessary, to work out state specific details of contract implementation including:

- 1. Acquiring additional information and having discussions on how the awarded contract will be executed.
- 2. Signing the contract with the AEPA Member Agency.
- 3. Jointly develop marketing strategies and a plan for contract roll-out activities to the AEPA Member Agency's Participating Entities (Advertising, flyers, website access, etc.).
- 4. Establish how orders will be processed, handled and reported.
- 5. Contract management: Establish how and by whom the day-to-day contract management will be handled and who will be the AEPA Member Agency's representative.

It is not guaranteed that each AEPA Member Agency will enter into a contract with AEPA approved Vendor Partners. The final decision as to the appropriateness of a contract for a Member Agency rests solely with that AEPA Member Agency.



### **III. Responsibilities of A Vendor Partner**

A. As an approved AEPA Vendor Partner, the following is expected in support of the contract:

1. Designate and assign a dedicated senior-level contract manager (one authorized to make decisions) to each of the Member Agency accounts. This employee will have a complete copy and must have working knowledge of the contract.
2. Train and educate sales staff on what the AEPA cooperative contract is including pricing, who can order from the contract (by state), terms/conditions of the contract and the respective ordering procedures for each state. It is expected that Vendor Partners will lead with AEPA contracts.
3. Develop a marketing plan to support the AEPA contract in collaboration with respective AEPA Member Agencies. Plan should include, but not be limited to, a website presence, electronic mailings, sales flyers, brochures, mailings, catalogs, etc.
4. Create an AEPA-specific sell sheet with a space to add a Member Agency logo and contact information for use by the Member Agencies and the Vendor Partner's local sales representatives to market within each state.
5. On a quarterly basis, complete the sales and administrative fee report (see PDF template) and submit to each Member Agency along with the respective administrative fees to be paid. If there are no sales, a \$0 report is required.
6. Report sales and administrative fees by participating state if requested by AEPA.
7. Have ongoing communication with the Category Committee Chairperson, AEPA Member Agencies and the Member Agencies Participating Entities.
8. Annually attend two (2) AEPA meetings: Annual meeting which is typically in April and the Winter Meeting which is typically the end of November or early December and has historically been held in conjunction with the Association of Educational Service Agencies (AESAs) annual conference. At the Annual meeting, Vendor Partners participate in a round table meeting with each of the AEPA Member Agencies. Vendor Partners that have paid the registration fees can participate in the meetings.
9. Trade show support: Strongly encourage participation in national and local conference trade shows to promote the AEPA contracts such as, but not limited to, the Association of School Business Officials (ASBO), the National Institute of Governmental Purchasing (NIGP), and the National Association of Educational Procurement (NAEP).
10. Increasing sales over the term of the contract with all participating AEPA Member Agencies.

### **IV. Responsibilities of AEPA Member Agencies**

A. In support of the Vendor Partner and respective contract, each AEPA Member Agency should provide the following support:

1. Designate a staff member(s) that will serve as a point person for the AEPA program within that state.
2. Provide a staff member to work collaboratively with the Vendor Partner to determine the best marketing plan for the respective Member Agency state. Marketing efforts may include but not be limited to the education and use of sales force, a website presence, electronic mailings, brochures, mailings, etc.
3. Develop marketing materials for the Member Agency to use that would include representation of the awarded contracts. Materials may include, but not be limited to, a website presence, electronic mailings, sales flyers, brochures, mailings, catalogs, etc. as determined by the respective Member Agency and what works best within their state.
4. Assist the Vendor Partner to jointly market the contract to potential Participating Entities within the state.
5. Work with the Vendor Partner to identify eligible Participating Entities within the state possibly including providing a list of potential customers.
6. Work with the Vendor Partner to identify and help manage costs associated with fulfilling this contract.

7. Attendance at the two (2) AEPA meetings which provides for opportunity to interact with Vendor Partners.

## **V. General Terms and Conditions for All Agencies**

***For the purposes of this INVITATION FOR BID, the following terms shall be defined as indicated below, and constitute the general terms and conditions for all AEPA Member Agencies:***

**Administrative Fee:** The percentage of sales that each Vendor Partner pays the Member Agency for sales in their respective state or states that they extend the AEPA pricing to. Administrative Fees shall be paid to each Member Agency on a quarterly basis. See the Summary of State General Overview for the administrative fees by Member Agency (state).

**Advertising:** Vendor Partner shall not advertise or publish information concerning this contract prior to the award being announced by the AEPA Member Agencies. Once the award is made, the Vendor Partner may advertise to the individual Participating Entities that products/services are available. Vendor Partner shall submit ad copy to the AEPA Member Agency for review and approval prior to issuing the advertisement.

**AEPA Bi-Annual Meetings:** AEPA holds two general meetings each year: one in the Spring (usually in the months of April or May) and the other in the Fall (currently the week after Thanksgiving). AEPA requires that all successful contract holders attend both meetings and participate in the vendor round tables at the Spring meeting. AEPA request that all vendor partners register in advance and stay at the AEPA official hotel if rooms are available. All registrations for the meetings are required by the official registration due date as announced by AEPA.

**AEPA Member Agency:** Refers to the entities identified in the table in Part I of this document. Member Agencies participating in a particular bid category are listed on the table presented in Part B - Specifications, Item 3: Anticipated Member Agency Participation. "Direct or Indirect Participation" may include their involvement through the formulation of any part of a procurement activity; the influencing of the content of any term, condition and/or specification; the evaluation, investigation, auditing and/or the rendering, of advice, recommendation, decision, approval, disapproval and the award and implementation of procurement contract. Not every listed entity may elect to participate in this bid once the responses are reviewed and approved.

**Affirmative Action:** An Affirmative Action Plan, Certificate of Affirmative Action, or other documentation regarding Affirmative Action may be required by AEPA Member Agencies. Vendors must comply with requirements and/or requests for information regarding Affirmative Action by Member Agencies.

**Amendment of Bid:** A bid may be amended up to the time of opening by submitting a sealed letter to the place where the bids are received as indicated on the front of this solicitation.

**Applicable Law:** The laws of the state of the respective AEPA Member Agency shall govern any resulting contract of this bid. Suits pertaining to this contract may be brought only in courts in the County and State as prescribed by the AEPA Member Agency. Both parties agree that the Uniform Commercial Code, as adopted by the State of the AEPA Member Agency, shall fully apply. The Vendor Partner shall comply with any and all laws, whether local, state, federal or otherwise, applicable to any aspect of the work to be performed in relation to the resulting contract. It shall be the Vendor Partner's responsibility to identify, make themselves aware of and determine the applicability and requirements of any such laws and to abide by them.

**Approval and Awarding of Contract:** AEPA and its AEPA Member Agencies reserve the right to approve and award a contract to one Bidder, to make multiple approvals and awards, to reject any or all bids in whole or in part, to waive any minor formalities or irregularities in any bids, and to accept

bids, which in its discretion and according to law may be in the best interest of the AEPA Member Agencies and their Participating Entities. A response to this solicitation is an offer to contract with the AEPA Member Agencies based upon the terms, conditions, and scope of work and specifications contained in this invitation. A solicitation does not become a contract unless and until it is accepted, recommended and approved by AEPA and awarded by the individual AEPA Member Agency. A contract is formed when an AEPA Member Agency administrator and, if required, an AEPA Member Agency Board approves and signs the Acceptance of Bid and Contract Award Form (see Form E) document, eliminating the need for a formal signing of a separate contract.

**Assignment:** No right or interest in this contract shall be assigned or transferred by the Vendor Partner without prior written permission by AEPA and its AEPA Member Agencies, and no delegation of any duty of the Vendor Partner shall be made without prior written permission by the AEPA Member Agency. AEPA and its AEPA Member Agencies shall not unreasonably withhold approval and shall notify the Vendor Partner within fifteen (15) days of receipt of written notice by the Vendor Partner.

**Audit Rights:** In accordance with applicable law of the State of the AEPA Member Agency, the Vendor Partner's books and pertinent records related to this contract may be audited at a reasonable time and place.

**Authority:** This solicitation, as well as any resulting contract/agreement, is issued under the general authority of the State laws of the AEPA Member Agency and those identified within the AEPA Member Agencies' Specific Terms and Conditions, Part C, (see also Procurement Code). Internal or external Cooperative Purchasing Agreements between the AEPA Member Agency and Participating Entities may exist.

**Bid Opening:** Bids shall be opened in the manner designated in this document.

**Bidder/Vendor Partner Definitions:**

**Bidder, Offeror and Vendor Partner** are interchangeable and are used to identify the person(s) or firm(s) submitting a response to an Invitation for Bid.

1. Prospective Bidder: has notified AEPA of a desire to bid by registering on the AEPA website. "Bidder" has submitted a bid to AEPA in response to an Invitation for Bid (IFB).
2. Recommended Bidder: has been approved by AEPA for its AEPA Member Agencies for contract consideration.
3. Vendor Partner: has entered into a contract with a participating AEPA Member Agency or subsequently a Participating Entity.

**Bidder Acceptance Period:** In order to allow AEPA Member Agencies the opportunity to evaluate the bids, AEPA requires that a bid in response to this solicitation be valid and irrevocable for one hundred twenty-days (120) after opening time and date.

**Bonding (required for construction projects):** The Vendor Partner agrees to provide all performance and payment bonds executed by a surety company authorized to do business in the individual AEPA Member's state and said surety to be approved in federal circular 570 as published by the United States treasury department, the state or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract; when required by an AEPA Member Agency or Participating Entity at the time a contract is executed. If the Vendor Partner fails to deliver any required performance or payment bonds, the AEPA Member Agency or Participating Entity shall not execute the contract with the Vendor Partner and the appropriate AEPA Category Committee shall be notified of such failure and shall take the appropriate action.



**Brand Names:** The use of the name of a manufacturer, brand, make or catalog number does not restrict the Bidder. Brand names and model numbers are used to indicate the character, quality and/or performance equivalence of the commodity on which bids are submitted. Bidders may submit alternates. However, the AEPA reserves the right to decide whether alternatives to the identified manufacturer and brand are in fact equal to the product, equipment and/or service described in the invitation. AEPA's decision shall be final.

**Buyer:** Identifies the AEPA Member Agencies and their Participating Entities that acquire and purchase commodities, supplies, materials, equipment and services under AEPA Member Agencies' awarded contracts.

**Captions, Headings and Illustrations:** The captions, illustrations, headings and subheadings in this solicitation are for explanation only and in no way define, limit or describe the scope or intent of the request.

**Certification:** By signature in the bid section of the Contract Award page, the Bidder certifies: the submission of the bid did not involve collusion or other anti-competitive practices; the Bidder shall not discriminate against any employee, or applicant for employment in violation of Federal and State Laws (see Federal Executive Order 11246); the Bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted bid; and the Bidder agrees to promote and offer to AEPA Member Agencies and Participating Entities only those materials and/or services as stated in and allowed under resultant contract(s) awarded.

**Christian Doctrine:** Any federal, state and local governing authority's/jurisdiction's statutes, codes, rules and regulations referenced and/or govern the products, services and activities relating to and are part of this solicitation, whether or not physically noted or included, shall be complied with and adhered to as required. It is sole responsibility of the Bidder to perform and complete any necessary research and investigation required to make themselves aware of and comply with this item.

**Clarification:** As used in this solicitation, clarification means communication with a Bidder for the sole purpose of eliminating minor irregularities, informalities or apparent clerical mistakes in the bid. It is achieved by explanation or substantiation, either in response to an inquiry by the AEPA Member Agency or as initiated by the Bidder. Clarification does not give the Bidder an opportunity to revise or modify its bid.

**Commercially Available Catalog:** A published paper catalog or an online website that is widely distributed or accessible. It is made available to the general public or schools and contains a verifiable price, along with product descriptions, SKU numbers, and photographs. A commercially available catalog is distinct from a custom catalog or website, whose prices and offerings are tailored to niche audiences.

**Competitive Range:** AEPA and its AEPA Member Agencies reserve the right to establish a competitive range of acceptable responses as part of the evaluation process as defined herein. Responses below the competitive range will be determined to be unacceptable and will not receive further consideration.

**Contract Documents:** AEPA Member Agency will review proposed contract documents. Vendor Partner's contract document shall not become part of AEPA Member Agency's contract with Vendor Partner unless and until an authorized representative of an AEPA Member Agency reviews and accepts it.

**Construction:** Each AEPA Member Agency within their state statutes defines what constitutes construction, identifies the policies, rules, regulations and codes that govern construction projects.

AEPA has defined construction as building, altering, repairing, installing or demolishing in the ordinary course of business any road, highway, bridge, parking area or related project; building, stadium or other structure; airport, subway or similar facility; park, trail, athletic field, golf course or similar facility; dam, reservoir, canal, ditch or similar facility; sewage or water treatment facility, power generating plant, pump station, natural gas compressing station or similar facility; sewage, water, gas or other pipeline; transmission line; radio, television or other tower; water, oil or other storage tank; shaft, tunnel or other mining appurtenance; electrical wiring, plumbing or plumbing fixture, gas piping, gas appliances or water conditioners; air conditioning conduit, heating or other similar mechanical work; or similar work, structures or installations. Construction shall also include: leveling or clearing land; excavating earth; drilling wells of any type, including seismographic shot holes or core drilling; and similar work, structures or installations.

**Cooperative Procurement:** Some individual state procurement codes may contain cooperative purchasing statutes that state any state agency or local public body may either participate in, sponsor or administer a cooperative procurement agreement for the procurement of any services, construction or items of tangible personal property with any other state agency, local public body or external procurement unit in accordance with an agreement entered into and approved by the governing authority of each of the state agencies, local public bodies or external procurement units involved. The cooperative procurement agreement shall clearly specify the purpose of the agreement and the method by which the purpose will be accomplished. Any power exercised under a cooperative procurement agreement entered into pursuant to each state's procurement code shall be limited to the central purchasing authority common to the contracting parties, even though one or more of the contracting parties may be located in different states.

**Cooperative Purchasing Contracts:** The Bidder agrees that all the prices, terms, warranties and benefits granted by the Bidder to AEPA Member Agencies or Participating Entities through this contract will be equal to or better than those offered to any individual entities or cooperatives that have equal or lesser volume. If the Bidder shall, during the term of this Contract, enter into arrangements with any customer or cooperative providing greater benefits or terms that are more favorable, the Bidder shall notify the AEPA category committee chairman and offer said prices, terms, warranties and benefits to all AEPA Member Agencies. The following shall be noted:

1. AEPA and its AEPA Member Agencies reserve the right to accept or reject the Bidder's response if it is determined it does not comply with the above based on their knowledge, investigation, review and findings of Bidders' submitted prices.
2. In the event the Vendor Partner offers lower prices to another customer or cooperative, AEPA and its AEPA Member Agencies shall notify the Vendor Partner of the deviation and request written justification. Based on AEPA and its AEPA Member Agencies' investigation, review and findings, AEPA reserves the right to take the following actions: to request the Vendor Partner to immediately adjust its AEPA's offered prices to match the lower prices offered, to work with the Vendor Partner to mediate and resolve the situation; or to notify the Vendor Partner that it intends to suspend and/or terminate their contract.

**Cost of Bid Preparation:** Neither AEPA nor any AEPA Member Agency shall reimburse the cost of developing, presenting or providing any response to this solicitation.

**Credit Hold:** The Bidder must agree not to place the AEPA Member Agency and/or its Participating Entity on "credit hold" without 10-days advanced notice in writing, either by letter, facsimile or email to the AEPA Member Agency and the Participating Entity. The AEPA Member Agencies believe it is better for the Vendor Partner if the AEPA Member Agency places the slow-paying Agency Member on "credit hold;" if a Vendor Partner places the Participating Entity on credit hold, agencies that pay promptly are penalized. If, on the other hand, the Member Agency places the offending Participating Entity on "credit hold", payment is more likely to result and only the offender is disciplined.

### **Delivery Terms, Conditions and Requirements**

1. **Delivery:** is to be made within the specified time identified in Part B Specifications for each bid category, unless otherwise stipulated in writing and accepted by all parties (Buyer placing order and Vendor Partner). The Vendor Partner agrees to notify Buyer if an order cannot be processed within the specified period and/or the agreed upon timelines.
2. **The title and risk of loss of material or service:** shall not pass to the Buyer purchasing the material or services until it actually receives the material or service at the point of delivery (FOB Destination) and they have been accepted, unless otherwise provided within this document or individual project's contract.
3. **Ownership of products and services:** happens only after receipt and acceptance of delivery by the Buyer. The Buyer will be the determining judge of whether materials and services delivered under the purchase order/contract satisfy the specifications and requirements as identified in the contract/order.
4. **Fungible Goods:** Title to an undivided share or quantity of an identified mass of fungible goods will not pass to a Buyer until a separation of the purchased share has been made, delivered and received.
5. **Shipping Terms:** (See Part B Specifications for specific instructions on shipping and handling costs for the individual category you are bidding on.) Vendor Partner shall retain title and control of all goods until they are delivered and received. All risk of transportation and all related charges shall be the responsibility of the Vendor Partner, unless other arrangements have been made between the vendor partner and the AEPA Member Agency. Shipping shall be F.O.B. destination. The Vendor Partner shall file all claims for visible or concealed damage. AEPA Member Agency, or the receiving Buyer, will notify the Vendor Partner and/or Freight Company promptly of any damaged goods and shall assist the freight company/Vendor Partner in arranging for inspection. No F.O.B. vessel, car or other vehicle terms will be accepted.
  - a. **Shipping Costs:** Products may be shipped without separate shipping costs. If shipping is allowed as a separate line item per Part B Specifications and charged, the actual cost of delivery may be added to an invoice. No COD orders will be accepted unless specifically requested by the AEPA Member Agency.
  - b. **Shipment under Reservation:** Vendor Partner is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
  - c. **Shipping Errors:** Vendor Partner agrees that shipping errors will be at the expense of the Vendor Partner. For example, if a Vendor Partner ships a product that was not ordered, it is the responsibility of the Vendor Partner to pay for return mail or shipment.
6. **Stored Materials (Vendor managed inventory):** Upon prior written agreement between Vendor Partner and Buyer, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Buyer prior to payment. Such materials must be stored and protected in a secure location, and be insured for their full value by Vendor Partner against loss and damage. Vendor Partner agrees to provide proof of coverage and/or addition of Buyer as an additional insured upon Buyer's request. Additionally, if stored offsite, the materials must also be clearly identified as property of Buyer and be separated from other materials. Buyer must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Buyer, it shall be Vendor Partner's responsibility to protect all materials and equipment. Vendor Partner warrants and guarantees that title for all work, materials and equipment shall pass to Buyer upon final acceptance. Payment for stored materials shall not constitute final acceptance of such materials.
7. **Improper delivery:** Unless contrary to other parts of this solicitation, if the goods, services or tender of delivery fail in any respect to conform and adhere to the terms, conditions, specifications of the resulting contract based on this solicitation and/or the individual Buyer's contract/order. The Buyer may reject the whole, accept the whole, or accept any commercial unit or units and reject the rest.
8. **Defective Goods:** Vendor Partner agrees to pay for return shipment on goods that arrive in a defective or inoperable condition. Vendor Partner must agree to arrange for return shipment of damaged goods.

9. **Liquidated Damages:** The Buyer may suffer financial loss if the project is not substantially complete or products or services are not delivered on the established date. The Vendor Partner (if applicable Surety) shall be liable for and shall pay to the Buyer, not as a penalty, the sums that may be hereinafter agreed upon as liquidated damages per calendar day of delay until the work and/or delivery is determined by Buyer to be complete and/or delivered. Liquidated damages will be determined on a project-by-project basis.
10. **No Replacement of Defective Tender:** Every tender of materials must fully comply with all provisions of this contract. If tender is made which does not fully conform, this shall constitute a breach and Vendor Partner shall not have the right to substitute a conforming tender without written consent of all parties involved.
11. **Default in One Installment to Constitute Total Breach:** Vendor Partner shall deliver conforming materials in each installment or lot of this contract and may not substitute nonconforming materials. The AEPA Member Agency reserves the right to declare a breach of contract if the Vendor Partner delivers nonconforming materials or services to any Buyer under this contract.
12. **Restocking Fees:** A restocking fee may only be charged on products ordered and that have been delivered to the Buyer's site in accordance with the order/contract. Restocking fees in excess of 15% will not be allowed. Restocking fees may be waived, at the option of the Vendor Partner. The Vendor Partner must identify, specify and justify any exceptions or deviations taken.

**Deviations or Exceptions to Requirements:** Deviations or exceptions stipulated in a Bidder's proposal may result in rendering of the response non-responsive. AEPA and its AEPA Member Agencies reserve the right to determine whether the deviation or exception does or does not serve the interest of or is not advantageous or acceptable to AEPA, its AEPA Member Agencies or Participating Entities.

**Disbarment and Suspension:** By signature accepting Terms and Conditions, it is certified on behalf of the company and their key employees that neither the company nor its key employees have been proposed for debarment, debarred, or suspended by any State or Federal Agency within the last five (5) years.

**EDGAR Compliance:** Bidders are required to complete Education Department General Administrative Regulations (EDGAR) compliance certification. EDGAR regulations govern all federal grants awarded by the U. S. Department of Education on or after December 26, 2014.

**Eligible Entities:** The individual AEPA Member Agency's state procurement code and statutes provides for cooperative procurement and identifies those types of agencies, entities and organizations that are allowed to participate in and take advantage of cooperative procurement contracts solicited and approved by AEPA and awarded by AEPA Member Agencies. Therefore, depending on the individual state procurement codes and statutes federal agencies, state agencies, local public bodies and Non-Profit/Non-Public entities may be allowed to participate in and utilize AEPA solicited, approved and AEPA Member Agency awarded contracts.

**Estimated Quantities:** In Part B: Bid Specifications of this solicitation AEPA and AEPA Member Agencies have indicated their anticipated volume for the products and services being solicited in this solicitation. It is anticipated that a considerable amount of activity will result from this solicitation; however, there is no guarantee of future order quantities due to the fact that this is an indefinite quantity contract. Usage depends on the actual needs of the AEPA Member Agencies, their Participating Entities and the marketing by the Vendor Partner.

**Experience, Proven Track Record and Past Performance Information:** has been determined by AEPA and its AEPA Member Agencies to be a major factor in consideration if a Bidder possesses the ability, capacity and resources to acquire, manufacture, deliver, construct, install, services and support all of the procurement functions and activities involved in a national contract of this nature. AEPA and its AEPA Member Agencies reserve the right to accept or reject an offer, if in its judgment, the Bidder



failed to demonstrate the following: a proven track record in the products and services offered (qualifications, knowledge and background); is willing and able to deliver the proposed products and/or services to ninety (90%) percent of those participating AEPA Member Agencies identified in Part B (unless otherwise noted in Part B.): Specifications; and has provided relevant information regarding its actions under previously awarded contracts to schools, local, state, or federal agencies. It includes the Bidder's record of conforming to specifications and to standards of good workmanship; the Bidder's record of containing and forecasting costs on any previously performed cost reimbursable contract schedules, including the administrative aspects of performance; the Bidder's history for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Bidder's businesslike concern for the interests of the customer.

**External Procurement Unit:** means any procurement organization not located in a current AEPA Member Agency state which, if located in the state, would qualify as a federal or state agency or a local public body. Various state procurement codes allow external procurement units to offer their contracts and for agencies within those states to utilize those contracts to acquire goods and services.

**Federal Agency [25] USC 3001 (4):** Is defined as any department, agency, or instrumentality of the United States, any executive department, military department, government corporation, government-controlled corporation, or other establishment in the executive branch of government, including the Executive Office of the President or any independent regulatory agency established through legislative and/or administrative action.

**Federal Requirements:** Vendor Partner agrees, when working on any federally assisted projects with more than \$2,000 in labor costs, to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 328 et seq.) and all applicable sections of the act and the Department of Labor's supplemental regulations (29 CFR parts 5 and 1926), the Civil Rights Act of 1964 as amended, the Davis-Bacon Act (Section 29, CFR Part 5), the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in the Department of Labor regulation (29 CFR part 3), and the Equal Opportunity Employment requirements of Executive Order 11246 as amended by Executive Order 11375 (Labor regulations (41 CFR Part 60)). In such projects, the Vendor Partner agrees to post wage rates at the work site and submit a copy of their payroll to the AEPA Member Agency for their files. In addition, to comply with the Copeland Act, the Vendor Partner must submit weekly payroll records to the AEPA Member Agency. The Vendor Partner must keep records for three (3) years and allow the federal grantor agency access to these records, upon demand. All federally assisted contracts to an AEPA Member Agency that exceed \$10,000 may be terminated by the federal grantee for noncompliance by the Vendor Partner. In projects that are not federally funded, Bidder must agree to meet any federal, state or local requirements, as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee. On all other projects, the prices must agree with this contract. Vendor Partner shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C.) 187 [h], and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et. Seq.); and, Executive Order 11738 and Environmental Protection Agency (EPA) regulations (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included in the EPA list of violated facilities

**Force Majeure:** Except for payments of sums due, neither party shall be liable to the other, nor be deemed in default under this contract, if, and to the extent, that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence, including, but not limited to the following: acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; blizzards; earthquakes; tornadoes or violent winds; hail storms; lockouts; injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence

when the party declaring it notifies the other party of the existence of the force majeure, and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with the contract. Force majeure shall not include late deliveries of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences. If either party is delayed at any time by force majeure, the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours.

**Form of Contract:** The form of contract for this solicitation shall be the Invitation for Bid, the awarded Bidder response and properly issued purchase orders and/or contracts in accordance with this Invitation for Bid. If a firm submitting a bid requires AEPA Member Agency and/or Participating Entities to sign an additional contract, a copy of the proposed contract must be included with the bid.

**Gratuities:** AEPA Member Agency may, by written notice, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor Partner or any agent or representative of the Vendor Partner, to any employee of the AEPA Member Agency with a view toward securing a contract or with respect to the performance of this contract. However, paying the expenses of normal business meals, which are generally made available to all eligible school and government employees, shall not be prohibited by this paragraph. Samples of software, equipment, or hardware provided to the AEPA Member Agency for demonstration, evaluation, or loan purposes are not considered gratuities.

**Indemnification:** Vendor Partner will indemnify, defend and save harmless AEPA, its Members, Participating Entities, its employees from any and all claims, demands, suits, proceedings, loss, cost and damages of every kind and description, including any attorney's fees and/or litigation expenses, which might be brought or made against or incurred by, AEPA, its Members, Participating Entities, its employees on account of loss or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of Vendor Partner, its employees, agents, representatives, or Subcontractors, their employees, agents, or representatives in connection with or incident to the performance of this agreement, or arising out of worker's compensation claims, unemployment compensation claims, or unemployment disability compensation claims of employees of Vendor Partner, and/or its Subcontractors or claims under similar such laws or obligations. Vendor Partner's obligation under this section will not extend to any liability caused by the sole negligence of AEPA, its Members, participating Entities, its employees. The liability of AEPA, its Members, Participating Entities or its employees will be subject in all cases to the immunities and limitations of Nevada or the AEPA Member Agency's state laws. Installation: Equipment and items of construction shall be installed in accordance with the manufacturer's instructions, specifications, in accordance with any federal, state, local rules, regulations, codes and the schedule determined by the AEPA Member Agency and/or Participating Entity.

**Insurance:** Prior to executing a contract with the AEPA Member Agency or a Participating Entity under this solicitation, if required, the Vendor Partner shall procure, maintain and provide certification from insurer(s) for minimal coverage during the life of any resulting contract/agreement, to include but not limited to comprehensive public and/or commercial liability, errors and omissions, workman's compensation, unemployment and other insurance coverage required by and applicable to each AEPA Member Agency state's statutes and federal laws in which proposed products and services will be offered and provided. Evidence of the required insurance for each of those AEPA Member Agencies' state, who indicated an interest to participate in this solicitation, identified in Part B: Specifications by providing written evidence and/or documentation from your insurer(s) indicating your firm has in place the type and amount of coverage required by each of the states. The Bidder has the sole responsibility to conduct and perform the necessary research to make themselves aware of and to understand each states requirements.

1. **Certificate of Insurance:** The Vendor Partner shall provide, as required, a certificate of insurance for commercial liability insurance naming the AEPA Member Agency and or its Participating Entity as the certificate holder (co-insurer). All insurance policies are to be executed by an insurance company authorized to do business in those AEPA Member Agencies' states participating in this solicitation.
2. **Subcontractor's Insurance:** Prior to commencing any work, any Subcontractor shall procure and maintain, at its own expense until final acceptance of the work, insurance coverage in a form and from insurers acceptable to the prime Vendor Partner. All Subcontractors shall hold the appropriate type and amount of insurance coverage required by the AEPA Member Agency state in which the work is being done and will provide insurance, which waives all subrogation rights against the prime Vendor Partner, AEPA Member Agency and its Participating Entities.

**Invalid Term or Condition:** If any term or condition of this solicitation and any resulting contract shall be held invalid or unenforceable, the remainder of this solicitation and any resulting contract shall not be affected and shall be valid and enforceable.

**Late Bids:** Late bids will not be accepted. All bids must be submitted online via Public Purchase by the due date and time of this IFB.

**Leases and Rentals:** Vendor Partner may allow AEPA Member Agency or Participating Entity to rent, lease or lease purchase. Buyer must receive a copy of the executed leasing documents prior to processing a purchase order. Vendor Partner agrees that leases will be in compliance with the Uniform Commercial Code and the Buyer's individual state laws. All terms of leasing must be included in the bid, with interest rates described as related to a published government standard. Vendor Partner must indicate in their response to this solicitation and in any leasing/rental agreement, all costs (must be itemized) associated with early termination and/or the returning of leased or rented equipment that are the responsibility of the Buyer. No sale of a contract to a third party will be made without informing the Buyer of the transfer. If Vendor Partner sells a lease contract to a third party, the cost of return of the product must not be greater than the cost of return to the original Vendor Partner.

**Legal Remedies:** All claims and controversies shall be subject to the Procurement Code of the state in which the AEPA Member Agency or Participating Entity resides.

**Licenses and Registration:** Each state and local jurisdictions in which a transaction may occur may require various types of licenses and/or registrations (business, construction Vendor Partner, etc). Likewise, there are various policies, procedures, rules, regulations, codes and laws that govern such licensing/registration within federal, state and local jurisdictions, therefore, it is the Bidder's/Vendor Partner's responsibility to be aware of, obtain and maintain in current status all federal, state and local licenses, registrations and bonds required for the performance and delivery of any and all products and services offered in its response to this solicitation. It is also the responsibility of the Bidder/Vendor Partner to ensure that any Subcontractors performing under this bid hold and maintain the appropriate licenses/registrations. The Bidder will submit copies of licenses, registration and/or other documentation to substantiate they hold the appropriate licenses/registration required by individual jurisdictions covered by this solicitation.

**Liens:** All materials and services shall be free of all liens.

**Local Public Body:** A political subdivision of the state and the agencies, instrumentalities and institutions thereof. Such agencies may include but are not limited to two-year and four-year post-secondary educational institutions, pre-k-12 institutions, counties, cities and municipalities, except as exempted pursuant to the Procurement Code within each state. Entities within these groups may include but are not limited to political subdivisions, administrative units, councils, commissions, boards and organizations that either by federal, state or local legislative or administrative action or

appointment and have been established or given the responsibility and authority to act, conduct and perform various activities on behalf of the federal or state agency or local public body.

**Manufacturer's Representative:** Dealers, distributors and installers of specialized facility technology, electrical, mechanical systems and equipment, who, if permitted by the Scope of Work, submit an offer as a manufacturer's representative, must be able to provide documented evidence from and/or between it and the manufacturer certifying that the Bidder is a bona fide manufacturer's agent for the specific products/services proposed, the Bidder is authorized to submit an offer on such products/services, and a guarantee that, should the Bidder fail to satisfactorily fulfill any obligations established as a result of the award of contract, the manufacturer will either assume and discharge such obligations covered by warranties or provide for their competent assumption by one or more bona fide representatives for the term of the contract/warranty period. Bidders of software, mechanical devices, electrical products/systems and other commodities that make up systems/networks must be able to provide the same information from a manufacturer.

**Modification by Buyer:** Vendor Partner shall have no obligation with respect to any patent and copyright infringement claim based upon Buyer's modification of the equipment and/or software, or its operation or use with apparatus, data or programs not furnished by Vendor Partner. However, one Buyer's action will not preclude Vendor Partner's obligation to others not having modified their equipment or software.

**Money:** All transactions are payable in U.S. currency only. **Multiple Approvals and Awards:** Throughout the United States, AEPA Member Agencies have a large number of Participating Entities who take advantage of and utilize awarded contracts. In order to assure that any issued contract will allow these entities to fulfill current and future needs and requirements, AEPA and its AEPA Member Agencies reserve the right at its discretion to approve and/or award one contract, multiple contracts or no contracts. The actual use of any contract will be at the sole discretion of the AEPA Member Agency or the Participating Entity.

**Nonexclusive Contract:** Any contract resulting from this solicitation shall be approved and awarded with the understanding and agreement that it is for the sole convenience of the AEPA, its AEPA Member Agencies, their Participating Entities and they reserve the right to obtain like goods and services from another source.

**Nonprofit, Non-Public Educational Institutions and other Nonprofit Organizations (Section 501(c)(3) of the Internal Revenue Code, Federal Tax Code):** is defined as charitable, religious, educational, public service, support and scientific organizations, entities, corporations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code, or corresponding section of the Federal Tax Code.

**Notice:** Notices under this solicitation/contract will be in writing and will, for all purposes, be deemed to have been fully given when sent by registered or certified mail, return receipt requested, postage prepaid, email with appropriate verification, properly addressed to the respective parties as specified herein or at such other address as may be specified by either party from time to time.

**Novation:** If the original Vendor Partner sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. AEPA and its AEPA Member Agencies reserves the right to recommend approval, acceptance or rejection of the new party. A simple change of name agreement will not change the contractual obligations of the Vendor Partner.

**Ordering Procedures:** AEPA has established a standard and special ordering process as defined below. Additionally, some AEPA Member Agencies also prefer or utilize electronic ordering as the

method for the transactions. For details on the ordering processes utilized for each AEPA Member Agency, please reference the Summary of State General Overview.

1. **Standard Ordering Process:** Buyer will select items for purchase from provided published catalog/price list or Vendor Partner will issue a quote upon request; the vendor will also send a copy of their quote to the state AEPA Member Agency for all construction related bids. Buyer will prepare and issue a purchase order to the Vendor Partner based on the product catalog, pricelist or Vendor Partner's quote. Vendor Partner will deliver and invoice the Buyer; Buyer will acknowledge delivery and acceptance by issuing the Vendor Partner payment. Vendor Partner, based on the agreed to process, will report and submit payment for the AEPA Member Agency's administrative fee to the AEPA Member Agency (quarterly). Vendor Partner shall provide the transaction and volume reporting in the AEPA report format.
2. **Special Ordering Process:**
  - a. Buyer will select items for purchase from provided published catalog/price list or Vendor Partner will issue a quote upon request;
  - b. Buyer will prepare and issue a purchase order to the AEPA Member Agency based on the product catalog, pricelist or Vendor Partner's quote;
  - c. Vendor Partner will deliver the goods and/or service to the Buyer and will invoice the AEPA Member Agency;
  - d. AEPA Member will invoice the Buyer and add their administrative fee to the invoice price;
  - e. AEPA Member will pay Vendor Partner for the goods and/or service once the Buyer has confirmed acceptance.
  - f. Vendor Partner shall provide the transaction and volume reporting as stipulated on a quarterly basis in the AEPA report format.
3. **Electronic Ordering (Optional by AEPA Member Agency):**
  - a. When a Vendor Partner based online ordering system is available, the following functionality is preferred:
  - b. Electronic ordering systems shall be secure and password protected. Entering the system with the designated password shall automatically send the user to AEPA contract pricing.
  - c. When the Buyer requires purchase orders, electronic ordering system shall require entry of a purchase order number, credit card or purchasing card prior to accepting an order.
  - d. Electronic ordering systems shall block excluded items not covered by the AEPA contract from any order.
  - e. Electronic ordering systems shall automatically assign correct contract prices to applicable orders.
  - f. Electronic ordering systems that list catalog price and AEPA discounted price.
  - g. Electronic ordering systems shall track orders and purchases covered by the AEPA contract for reporting and audit purposes. Vendor Partner shall provide the transaction and volume reporting in the AEPA format.
  - h. Electronic ordering systems' pricing shall include the AEPA Member Agencies administrative fee required by the AEPA Member Agencies.
  - i. Electronic ordering systems that allow AEPA Member Agencies to print an archived (historical) copy of a Buyer's order.

**Order of Precedence:** In the event a conflict occurs the following order of precedence shall prevail:

1. Member Agency Specific terms and conditions
2. Specifications and scope of work
3. General terms and conditions
4. Attachments and exhibits
5. Documents referenced or included in the solicitation

**Overcharges by Antitrust Violations:** Member Agency maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the Buyer. Therefore, to the extent permitted by law, the Vendor Partner hereby assigns to the Member Agency any and all claims for such overcharges as to the goods or services used to fulfill the contract.



**Parole Evidence:** This contract represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

**Participating Entity:** Those Public and Private School Districts, Educational Service Agencies, Intermediate School Districts, Higher Education Institutions, Federal Agencies, State Agencies, Local Public Bodies and Nonprofit Non-Public Corporations, Organizations, other entities contracted to conduct business on behalf of a participating entity provided they are required to follow member state and local procurement regulations, etc. that have authorizations to utilize the AEPA Member Agencies' Awarded Contracts.

**Patent and Copyright Indemnification:** To the extent permitted by law, Vendor Partner shall indemnify and hold harmless Member Agency and its Participating Entities against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of contract performance or use by Member Agency and its Participating Entities of materials furnished or work performed under this contract. Member Agency and its Participating Entities shall reasonably notify Vendor Partner of any claim for which it may be liable under this paragraph.

**Piggy Back Contracts:** In the event a new Member Agency joins AEPA, the Member Agency may elect to award any and all existing contracts if permissible by their State laws.

**Prevailing Wage:** Where applicable, the Vendor Partner must comply with prevailing wage legislation in effect in the jurisdiction of the awarding AEPA Member Agency.

**Pricing:** AEPA has identified and stipulated the type of bid and the pricing methodologies that are to be utilized to price and submit bid prices. The Vendor Partner agrees that the cost for any item bid or offered on this contract will be uniform for all states, and that any differences in pricing are due to state specific installation and labor costs, AEPA Member Agency's Administrative Fee, or other approved reasons. The Bidder must provide their pricing as requested utilizing the various pricing methodologies specified. **The Bidder/Vendor Partner must agree that they will not offer or provide a better price to any individual entities or cooperatives with equal or lesser volume than that through AEPA.** Please note the following that relate to pricing:

1. **Primary Pricing Strategies:** All Bidders will be required to submit "Primary Pricing" in the form of either "Catalog Pricing" or "Line-Item Pricing" or a combination of these two pricing strategies as defined in Part B, bid specifications. Bidders are also encouraged to offer OPTIONAL pricing strategies including "Hot List" and "Volume Discounts".
  - a. **Catalog Pricing:** Catalog pricing is utilized when the products and/or services solicited are clearly identified with set and specific characteristics, attributes and configurations that are identifiable as a stand-alone single unit and can be listed and priced as a single unit with options that can be added to enhance and/or improve its operation and functionality. The Bidder offers a fixed discount(s) off retail price, catalog price, published price or list price. The discounts may be for the entire commercially available catalog, for specific products, product lines, manufacturers or category of products as determined by the Bidder.
    - i. **Discounts:** Discount offers must clearly identify percent of discount to apply to a commercially available catalog, manufacturer, MSRP, retail or nationally published price lists. Bidders shall identify and stipulate if the discounts apply to the entire catalog/price list, specific product lines, manufacturers and/or categories of products. Bidder shall agree that there will be no reduction in discount(s) during the term of the contract.
    - ii. **New Catalogs/Price Changes:** New catalogs and corresponding nationally published price lists may be submitted throughout the term of the contract and

shall be submitted to the AEPA Category Committee for review prior to release to all AEPA Member Agencies. Prices may change based on manufacturer's price changes, new published pricing or price lists, but the original discount bid shall remain firm for the duration of the contract.

- iii. **Core List:** In a Catalog Priced bid, a category (i.e. office supplies) may include a "core list" which contains a selection of the most commonly used products/services with the expectation that a deeper discount would be bid for these items. If a new catalog and price list is published during the contract term, the original discounts shall be applied to the new published prices to establish the AEPA price for these core items.
  - iv. **Product Addition/Discontinuation:** New products, within the same scope of work, may be added at the established percentage discounts at any time. Discontinued products may be dropped at any time during the year. In the event a Core item is discontinued by the manufacturer during the term of the contract, Vendor Partner is required to add a functionally equivalent substitute at the same discount structure.
- b. **Line-Item Pricing:** Line-item pricing is utilized when products and/or services that are broken down in detail by element, component, product categories, product type and each product and/or service is presented as an individual item which needs to be combined with other items to make up a final project or solution. The Bidder offers firm pricing for specific line items in response to this bid; a project's cost is derived by the Vendor Partner preparing and providing a quote based on the project's terms, conditions and requirements based on the line item pricing provided in the bid. The information provided in this bid for each item includes: Product Category, Product Description, Manufacturer, Manufacturer SKU, Vendor SKU, Unit of Measure, Item List Price, AEPA Bid Price.
- i. **Fixed prices:** Prices bid shall be firm until each anniversary date of contract, unless there is an occurrence of one or more economic price adjustment contingencies outlined in the bid. Fixed price offers shall include prices for any and all items.
  - ii. **Routine Price Adjustments (Without Economic Price Adjustment):** Vendors may request adjustments to the prices by submitting a fully documented written request to the AEPA Category Committee Chairperson. The request must specifically detail and document the cause and/or reason for price changes and include any supporting documentation (manufacturer's letter, indexes, etc.). All price changes require approval by the AEPA Category Committee and Member Agencies.
  - iii. **Unpredictable Economic Price Adjustment:** If economic price adjustment contingencies occur, Vendor Partner may submit a fully documented request (manufacturer's letter, indexes, etc.) for price adjustment to AEPA Category Committee for review and approval by the committee and the AEPA Member Agencies. The documentation must substantiate the cause and/or reason for the requested price increase and demonstrate that it was unpredictable at the time of bid submittal and/or contract renewal and out of the Vendor Partner's control. Pricing will take effect thirty (30) days after approval and acceptance.
  - iv. **New Products/Services:** Vendor Partner may submit new products or technologies that are within the original scope of work for the bid, to be added to the contract pending review and approval of the AEPA Category Committee. Requests should be submitted to the AEPA Category Committee for review and written approval.
- c. **Automated System for Pricing (ASP):** The method consisting of an ASP and/or software application (e.g. RSMeans) that is self-contained and consists of a turn-key solution that includes a complete line-item listing of all of the products, supplies, materials, equipment, services, accessories and options with their description, specifications, terms, conditions and associated pricing for each item, sub-assemblies and/or assemblies. The Bidder provides a percent of discount or fixed multiplier/factor to be applied to total project cost to allow for individual state conditions and requirements and to arrive at the AEPA price.

- d. **RSMeans (Construction Related Bids only):** It is important for Vendor Partners to breakout all costs (quantity and price) of all items listed under RS Means or an Alternative Pricing method. This includes all quoted items not on the approved AEPA bid submittal. The following are minimum requirements for using RSMeans for quoting projects to AEPA Member Agencies:
    - i. The Contractors must use the current year and standard cost data. Only the following cost data titles will be excepted:
      - a. Building Construction Cost Data Book
      - b. Facilities Construction Cost Data
      - c. Facilities Maintenance & Repair Cost Data
      - d. Site Work & Landscape Cost Data Book
    - ii. All work proposed under RSMeans must use RSMeans format, even if subcontractors are used.
    - iii. An RSMeans spreadsheet must be submitted to substantiate the quote given to the AEPA Member Agency. The spreadsheet columns must reveal the full RSMeans number and a sufficient amount of the description. This also applies to change orders.
    - iv. Pricing must be done by Location codes. National Average will not be allowed. In order to choose the “closest” location code, the first three (3) numbers of the zip code will be used to determine the city location index in the AEPA Member Agency State.
    - v. The AEPA contract holder factor, bonding cost, AEPA discount and taxes if applicable must be shown as separate line items at the bottom of the RSMeans spreadsheet. This information can be shown on a separate summary sheet. The summary sheet must start with the RSMeans spreadsheet total and show the detail for each of the items stated above. This detail will be provided to that AEPA State Agency and the AEPA Buyer as required.
    - vi. All change orders which list items covered by RSMeans must be supported by an RSMeans spreadsheet.
  - e. **Alternative Method of Costing:** This method covers any product and/or service not covered by catalog pricing, published price list, line-item price list, automated system for pricing, or is a product and/or service due to the projects or applications specifications, conditions and /or requirements that need to be custom designed, developed, manufactured and/or produced to meet the requirements of an individual, project or sole source. The alternative pricing is calculated as follows:
    - i. The Bidder must prepare, issue and receive three written quotes from available suppliers and select the supplier that offers the products and services that meet the stipulated requirements and specifications, offers the best value, and the most cost effective solution. All quotes must be made available upon request.
    - ii. The Bidder must indicate the percent of overhead and /or markup as part of their response to be added to these costs to obtain the normal and customary retail price.
    - iii. The AEPA price is calculated by taking the product and services to cost to the Contractor plus the indicated percent of profit/overhead to equal the normal and customary retail price. The Contractor will then subtract the approved AEPA discount to obtain the AEPA price. Example: item cost \$1,000; percent of profit/overhead of 20% equals retail price of \$1,200; less the AEPA discount of 10% or \$120 equals the AEPA price of \$1,080.
2. **Secondary Pricing Strategies (Catalog Bids only, see Part B for category designation):** Bidders are required to offer Customized Price Lists (Catalog Bids ONLY) and encouraged to offer Hot Lists and Volume Discounts as follows:
- a. **Customized Price List:** Bidders are required to offer customized price lists to Participating Entities for items within the Bidder’s Commercially Available Catalog for Catalog Bids ONLY (not pertinent to Line Item Bids). Customized price lists shall be allowed under the following conditions:
    - i. Items within the Vendor Partner’s Commercially Available Catalog may be included on

- the customized price list providing they are not already on the Core Item list.
- ii. Items are to be determined by the Participating Entity; Vendor Partner may object to up to ten (10) of the suggested items proposed by the customer and must offer substitutes until an agreement of the customized list is reached.
- iii. Items on the customized price list shall be sold with an additional discount (deeper than what was originally bid on the non-core or catalog discount)
- iv. Items may not include special order or customized service products unless agreed to by the Vendor Partner.
- b. **Hot List Pricing:** Bidders are invited, at their option, to offer a selection of products/services, defined as a Hot List, at greater discounts than those listed in the standard catalog or core list discounts. Special, time-limited reductions are permissible under the following conditions: The price reduction is available to all AEPA Member Agencies equally. The price reduction is for a specific time period, no less than thirty (30) days. May be used to discount and liquidate close-out and discontinued products/services as long as those items are clearly labeled as such. The original price for products/services is not exceeded after the time limit. The AEPA Category Committee and all AEPA Member Agencies shall be notified of any special or time limited price reduction. New prices must be on record fifteen (15) days prior to any offer of the new prices being proposed or offered to AEPA Member Agencies and Participating Entities. Pricing for all Hot List items must be updated on the Vendor Partner's online catalog and submitted to all AEPA Member Agencies in an electronic format that can be posted to websites, emailed and shared with Participating Entities/Buyers.
- c. **Volume Price Discounts:** Bidders are encouraged to offer additional pricing discounts that may be offered for a group of agencies in a local geographic area that desire to combine requirements (one time purchase or annual spend), i.e. local city, county, school district(s), etc. and/or for large one time purchases. Additional volume price discounts are permissible under the following conditions: Discounts should be tiered and based on spend ranges as established by the Bidder on the Pricing Forms. Volume determination shall be determined between the Vendor Partner and the individual Buyers on a case-by-case basis. All additional discounts are to be offered equally to all AEPA Member Agencies and Participating Entities and be based on the Volume Price Discounts originally bid providing the same or similar volume commitment, specific needs, terms and conditions, a similar time frame, seasonal considerations and provided the same manufacturer support is available to the Vendor Partner.

**Prime Vendor Partner:** For the purpose of this bid, a Vendor Partner will be considered a prime Vendor Partner and not a Subcontractor. Any Vendor Partner paid directly by the AEPA Member Agency or Participating Entity is a prime Vendor Partner; a Vendor Partner pays a Subcontractor. Prime Vendor Partners using Subcontractors are responsible for all actions of its Subcontractors.

**Procurement Code:** All Bidder/Vendor Partner's must make themselves aware of and comply with all federal, state, and local statutes and regulations.

### **Products and Services**

1. **Product Line:** If applicable, contracts will be awarded to Bidders able to provide their complete product line(s) of commodities, supplies, equipment, software and services that meets the scope of work and specifications of this solicitation. Bidders with a published, priced catalog may submit their entire catalog; AEPA reserves the right to select or reject products within the catalog for recommendation without having to award all the contents.
2. **Serial Numbers:** Bids must be for equipment on which the original manufacturer's serial number has not been altered in any way.
3. **Current Products:** All bids shall be for commodities, supplies, equipment, supplies and software in current production; meet or exceed commercial and industry standards; and marketed and provided nationally to the general public and/or educational/governmental agencies.

4. **Construction Products and/or Services:** Are associated with building, erecting, altering, repairing, installing or demolishing in the ordinary course of business any: (1) road, highway, bridge, parking area or related project; (2) building, stadium or other structure; (3) airport, subway or similar facility; (4) park, trail, athletic field, golf course or similar facility; (5) dam, reservoir, canal, ditch or similar facility; (6) sewage or water treatment facility, power generating plant, pump station, natural gas compressing station or similar facility; (7) radio, television or other tower; (8) shaft, tunnel or other mining appurtenance; (9) electrical wiring, plumbing or plumbing fixture, gas piping, gas appliances or water conditioners; (10) air conditioning conduit, heating or other similar mechanical work; or similar work, structures or installations; (11) leveling or clearing land; (12) excavating earth; (13) drilling, wells of any type, including seismographic shot holes or core drilling; and similar work, structures or installations.
5. **Services:** Are defined as the furnishing of labor, time or effort by a Vendor Partner not involving the delivery of a specific tangible product other than reports and other materials which are merely incidental to the required performance.
6. **Professional Services:** Services relating to architects, archeologists, engineers, surveyors, landscape architects, medical arts practitioners, scientists, management and systems analysts, certified public accountants, registered public accountants, lawyers, psychologists, planners, researchers, educational specialist, construction managers and other persons or businesses providing similar professional services, which may be designated as part of this solicitation.
7. **Peripheral & Optional Items:** Bidder can include various peripheral products, equipment, accessories, services, deliverables and related items that are associated with and function with the primary offering. Optional equipment or products may be added to the contract during the term of the contract. AEPA reserves the right to accept or reject such offerings under the following conditions: the enhancement is recommended by AEPA and approved by the Member Agency; the option is priced at a discount similar to other options; and the option is an enhancement to the unit.
8. **Descriptive Literature and Brand Names:** All bids are to include a complete set of the manufacturer's descriptive literature regarding the commodities, supplies, materials, equipment and software offered. Brand names, trade names and/or catalog numbers used in the solicitation will be intended to describe and identify the type, level and quality of products, equipment and software being requested.
9. **Discontinued Products:** If a product or model is discontinued by the manufacturer, Vendor Partner may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
10. **Product Specifications:** This solicitation is designed to enable a Bidder to satisfy a requirement for a commodity, supply, material, equipment, software, process, or service. A specification may be expressed as a standard, a part of a standard, or independent of a standard; by specifying a manufacturer's brand and model. No specification is intended to unnecessarily limit competition by eliminating items capable of satisfactorily and/or meeting the actual needs of the procurement. When a brand name product is specified and is only available for a single source, Bidders are encouraged to offer alternative products which they believe to adhere to and comply materially, functionally and operationally equal to or better than the brand name product specified. Any Bidder believing a specification is unnecessarily restrictive, shall indicate such in the form of a question during the solicitation process and prior to bid due date. The fact that a manufacturer or supplier chooses not to produce or supply the commodity, supply, material, equipment, software or services to meet these specifications will not be considered sufficient cause to adjudge these specifications as restrictive. If the Bidder deviates from these specifications, reasons must be stated for such deviation and state why, in their opinion, the commodity, supply, material, equipment, software or services they bid will render equivalent reliability, coverage, performance and/or service. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire bid.
11. **Quality:** Unless otherwise modified elsewhere in this solicitation, Vendor Partner warrants the commodities, supplies, materials, equipment, and services delivered as stipulated in the Buyer's



purchase order/contract, shall be: of a quality to pass without objection in the industry and professional standards normally associated with them; fit for the intended purpose(s) for which they are used; of even kind, quantity and quality within each unit and among all units, within the variations permitted by the contract; adequately offered, presented, delivered, accomplished and complete as the contract may require; and conform to the written promises and/or oral affirmations of fact made by Vendor Partner.

**Product Information, Catalogs and Price Lists:** Bidders shall include an electronic copy of the latest edition of the commercially available catalog and price lists that the discount will be applied to with the bid response. Throughout the term of the contract, Vendor Partner(s) shall furnish all AEPA Member Agencies and their Participating Entities with copies of approved commercially available catalogs and price lists in the format desired (electronic, paper, online shopping cart, etc.).

**Progress Payments:** Progress payments are allowed on purchases for goods and services under the following conditions: The Buyer and the Vendor Partner agree to the terms of the progress payments prior to issuing a purchase order; the purchase order describes the amounts to be paid and the date of payment; the Buyer has a satisfactory method of verifying progress described in writing in a letter or on the purchase order; that payments will only be made when actual goods and/or services are verified/received; and that any such payments be made in full compliance of Buyer's local board rules and any and all other applicable state rules and regulations.

**Protests:** Under this public procurement and AEPA's Solicitation, any Bidder who is aggrieved in connection with this procurement, can file a protest in accordance with (1) AEPA's Solicitation Document; (2) AEPA's Policies and Procedures; and (3) AEPA Member Agency's State Procurement Code and Board Policies. Venue for any and all legal actions regarding or arising out of the transactions covered herein shall be solely in the court of jurisdiction located in the state and county of the AEPA Member Agency and will govern any resulting transactions.

1. **Procurement Phases:** AEPA's solicitation process is broken down into three (3) phases. Any Bidder who is aggrieved in connection with any of the three (3) procurement/solicitation phases listed below and/or any functions or activities associated with each shall file their protest with the AEPA representative indicated below.
  - a. **Bid Due Date:** The preparation and contents of the solicitation, its terms, conditions and specifications, the notification, distribution of solicitation documents and addendums (date published through the bid due date and time).
  - b. **AEPA Approval:** The receiving, opening, recording, evaluating, recommending and approving Bidders to be considered for AEPA approval and/or actions relating to contract renewal and extension. (Date received and opened through date of individual contract award and future renewals).
  - c. **Contract Award:** The awarding, implementing and administering of resulting contracts and the disclosure of confidential data. (Date individual contracts awarded by AEPA Member Agencies or 120 days from AEPA approval).
2. **Protest contents:** Protests shall be in writing and must be filed with the appropriate AEPA represented below. A protest must include:
  - a. The name, address and telephone number of the protester;
  - b. The original signature of the protester or its representative;
  - c. Identification of the procurement function and/or contract activity with the solicitation or the contract number;
  - d. A detailed statement of the factual grounds or legal basis for the protest;
  - e. Supporting exhibits, evidence or documents to substantiate any claim unless not available within the filing time, in which case, the expected availability date shall be indicated; and
  - f. The form of relief requested.
3. **Protest Submittal:** Protester shall submit the bid protest in accordance with the requirements of the above three (3) procurement functions immediately or within ten (10) days of the date the protester knows or should have known the basis of the protest per the following:

- a. Bid Due Date: Knows or should have known the basis of the protest upon the bid due date or ten (10) days after the bid due date, send protest to Bid Question Coordinator (bid-committee@aepacoop.org).
  - a. AEPA Approval: Knows or should have known the basis of the protest upon notification from AEPA of the bid category approval, send protest to AEPA President (protests@aepacoop.org).
  - b. Contract Award: Knows or should have known the basis of the protest or ten days after the notification from the AEPA Member Agency award, send protest to Individual AEPA Member Agency; see AEPA Member Agency information sheet.
4. **Protest Resolution:** Protest shall be resolved, in accordance with AEPA's Board Policies, Procedures and/or the appropriate state statutes where the AEPA Member resides. It is the intent of AEPA that all bid protest decisions from the point a bid has been published through contract approval or rejection, will be resolved by AEPA. Bid protests concerning contract award by AEPA Member Agencies will be resolved by the respective AEPA Member Agency.
5. **Protest Costs:** The losing party to the protest shall be responsible for the reasonable and justifiable costs of the protest. The protest costs shall be based on the costs and expenses incurred by the AEPA and its Member Agencies, including but not limited to staff salaries, attorneys' fees, hearing, reproduction, transcription and travel costs.

**Provisions Required by Law:** By submitting a response to this solicitation, bidders are acknowledging they have conducted and performed the required research to make themselves aware and knowledgeable of all federal, state and local laws/statutes that are referenced herein, may pertain to and/or govern the procurement activities and transactions covered by this bid. These provisions of law and any clause required by law that is associated with and relates to this bid and any resulting contract will be read and enforced as though it were included herein.

**Public Purchase:** An easy-to-use platform that provides Bidders with the automatic notification of open solicitations, automatic notification of answered questions and issued addenda, and a way to electronically submit an organization's solicitation response. All changes, updates, uploads, and downloads are time stamped and logged as part of the solicitation process.

**Public Record:** All bids submitted to this invitation shall become the property of the AEPA and will become a matter of public record, available for review, subsequent to the bid due date. Bids may be viewed, by appointment only, at the Oakland Schools, 2111 Pontiac Lake Road, Waterford, MI 48328, under the supervision of the AEPA Executive Director or his/her designee, from 8:30 a.m. to 3:30 p.m., Monday through Friday. Within fifteen days, the Bid Receipt Summary Report will be posted to the AEPA website ([www.aepacoop.org](http://www.aepacoop.org)).

**Questions:** Inquiries and questions related to this solicitation, must be submitted online in Public Purchase per IFB and be submitted as follows:

1. From the time the solicitation is published until the deadline for questions for Bidders, questions should be submitted online via Public Purchase.
2. From the time bids are opened but prior to the approval of the contract by AEPA, questions should be submitted to bid-committee@aepacoop.org.
3. After notification of AEPA contract approval, questions should be submitted via email to questions@aepacoop.org.
4. Once a contract has been awarded by an individual AEPA Member Agency any inquiries and questions relating to contract implementation, execution, transactions and/or concerns/issues occurring within that state should be addressed to the individual AEPA Member Agency.

**Reporting:** Vendor Partners are required to submit quarterly detailed sales reports to all AEPA Member Agencies. Access to reports will be granted after contract approval. If there are no sales, \$0 reports are required.

**Right to Assurance:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he/she may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within ten (10) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

**Right to Request Additional Information:** AEPA, and its respective bid representatives, reserves the right to request any additional information during the procurement process that might be deemed necessary to better understand the submitted bid response including, but not limited to, clarifying questions. Bidders may be requested to submit such answers in writing but will not be allowed to change or alter their bid.

**Safety Measures:** Vendor Partners shall take all necessary precautions for the safety of employees on the worksite, and shall erect and properly maintain at all times, as required by job conditions and progress of the work, all necessary safeguards for the protection of the workers and public. They shall post danger-warning signs against the hazards created by their operation and work in progress. Proper precautions shall be taken pursuant to state law and standard construction practices in order to protect workers, the general public and existing structures from injury or damage.

**Safety Standards:** All items supplied on this contract shall comply with the current applicable Occupational Safety and Health Standards, the National Electric Code, and the National Fire Protection Association Standards.

**Severability:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract that may remain in effect without the invalid provision or application.

**Substance Use & Conduct:** All Vendor Partners and Subcontractors must adhere to local substance (alcohol, drug, smoking, etc.) and conduct (dress code, language, parking, etc.) policies while on AEPA Member Agencies and Participating Entities premises.

**State Agency:** means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of this state.

**Survival:** All applicable software license agreements, warranties or service agreements that were entered into between Vendor Partner and Buyer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Vendor Partner shall survive expiration or termination of the Contract.

**Suspension or Debarment Status:** If within the past five (5) years, any Bidder has been disbarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with a federal, state or local government, the Bidder must include a letter with its response or bid setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to not disclose in the letter all the pertinent information may result in the cancellation of any resulting contract. By signing the bid section, the Bidder certifies that no current suspension or debarment exists.

**Tare:** If the Vendor Partner requires the Buyer to pay for shipping, the weight of the empty container and any material used for packing shall be of the lightest weight practical for safe delivery of the contents.

**Taxes:** Different jurisdictions taxing authorities have different tax laws, rules, regulations and processes, therefore, prices offered will not include applicable federal, state and local taxes. All applicable taxes must be listed as a separate item on all cost proposals, invoices.

**Term of Contract and Extensions:** The initial term of the contract shall be for up to fifteen (15) months and will commence on the date as indicated by each Participating Member Agency on the Acceptance of Bid and Contract Award (Form B). The contract shall continue in accordance with the dates stipulated in the Bid and Timeline schedule located in Part A of this bid unless terminated, cancelled or extended. By mutual written agreement, the contract may be extended for three additional 12-month periods, ending on the last day of February. AEPA may choose to recommend the contract extension. If so recommended, an individual Member Agency may choose, at their sole discretion, to extend the contract. In the event AEPA does not recommend or approve a contract extension, a Member Agency reserves the right to offer month-by-month extensions not to exceed six (6) months until a new contract is awarded by that Member Agency.

**Termination by Non-Approval of AEPA:** AEPA Member Agencies on annual basis assess, evaluate and review existing AEPA vendors to determine if the organization as a whole desire to extend its approval of those vendors. If an existing AEPA vendor's approval is not extended for an additional term, the AEPA Member Agencies can not extend the dis-approved vendor's contract. (See Term of Contract and Extensions)

**Termination by AEPA Member Agency:** An AEPA Member Agency may cancel any contract secured by the solicitation without any further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the AEPA Member Agency is or becomes, at any time while the contract or any extensions of the contract is in effect, an employee of, or a consultant to any other party to this contract with respect to the subject matter of the contract. Such cancellation shall be effective when the parties to this contract receive written notice from the AEPA Member Agency unless the notice specifies a later time. Cancellation by one AEPA Member Agency does not require other Agencies to cancel their contracts.

**Termination for Convenience:** AEPA Member Agency reserves the right to immediately terminate this contract, without penalty or recourse, in whole or in part, if the AEPA Member Agency determines that termination is in the best interest of Participating Entities. The Vendor Partner, after receipt of a "Notice of Termination," shall not accept any new orders after the termination date specified in the notice. Any termination shall have no effect on projects that are in progress at the time the cancellation is received by the AEPA Member Agency. Vendor Partner shall be entitled to receive just and equitable compensation in accordance with applicable contract pricing for work in progress, work completed and materials accepted before the effective date of the cancellation. The Vendor Partner will not be reimbursed for any anticipated profit. The AEPA Member Agency reserves the right to cancel, or suspend the use thereof, any contract resulting from this IFB if the Vendor Partner files for bankruptcy protection, or is acquired by an independent third party. Vendor Partner may cancel this contract upon written notice to the AEPA Member Agency prior to the intended termination date (or on the yearly anniversary of the bid). Any termination shall have no effect on projects that are in progress at the time the cancellation is received by the AEPA Member Agency.

**Termination for Default:** If either party is in default under this contract, it shall have an opportunity to cure the default within the time indicated (ten business days in most states) after it is given written notice of default by the other party, specifying the nature of the default. Upon receipt of the notice of default, the defaulting party shall have ten business days to provide a satisfactory response to the AEPA Member Agency. Failure on the part of the defaulting party to adequately address all issues of concern may result in contract termination. If the default is not cured within the time specified in the notice of default, the non-defaulting party shall have the right, in addition to all other remedies at law or equity, to immediately terminate this contract. Failure to complain of any action, non-action or default under this Agreement shall not constitute a waiver of any of the parties' rights hereunder. The AEPA Member

Agency reserves the right to terminate this contract, or any part hereof, for cause in the event of any default by the Vendor Partner, or if the Vendor Partner fails to comply with any contract terms and conditions, or fails to provide the AEPA Member Agency, upon request, with adequate assurances of future performance. In the event of termination for cause, the AEPA Member Agency shall not be liable to the Vendor Partner for any amount for supplies or services not accepted, and the Vendor Partner shall be liable to the AEPA Member Agency or any Participating Entity for any and all rights and remedies provided by law. If it is determined that the AEPA Member Agency improperly terminated this contract for default, such termination shall be deemed a termination for convenience. The AEPA Member Agency will issue written notice to the Vendor Partner for acting or failing to act in any of the following:

1. The Vendor Partner provides material that does not meet the specifications of the contract;
2. The Vendor Partner fails to adequately perform the services set forth in the specifications of the contract;
3. The Vendor Partner fails to complete the work required or to furnish the materials required within a reasonable amount of time;
4. The Vendor Partner fails to make progress in the performance of the contract and/or gives the AEPA Member Agency reason to believe that the Vendor Partner will not or cannot perform to the requirements of the contract;
2. The Vendor Partner fails to extend lower pricing that has been offered to another customer or cooperative that have equal or lesser volume.
3. The Vendor Partner fails to observe any of the terms and conditions of the contract;
4. The Vendor Partner fails to follow the established procedure for purchase orders, invoices and receipt of funds as stipulated by the AEPA Member Agency.

**Termination for Non-Appropriation:** Any individual Buyer's procurement/contract covered by this bid and executed in accordance with resulting contract may be terminated if insufficient appropriations and/or authorizations do not exist due to changes in state or federal law, or because of court order, or because of insufficient appropriations made available to the Buyer's governing board and/or its State Legislature. Such termination will be effected by sending fifteen (15) days written notice to the Vendor Partner. The Buyer's decision as to whether sufficient appropriations and authorizations are available shall be accepted by the Vendor Partner and shall be final.

**Title and Risk of Loss:** The title and risk of loss of material or service shall not pass to the Buyer purchasing the material or services until it actually receives the material or service at the point of delivery, unless otherwise provided within this document.

**Trade-in Equipment:** Equipment for trade-in shall be dismantled by the Vendor Partner and removed at its expense. The conditions of the trade-in equipment at the time it is turned over to the Vendor Partner shall be the same as when the original agreement was made, except as affected by normal wear and tear from use between the time of the bid and the trade-in. Values placed on trade-in products are between the Buyer purchasing the new unit and the Vendor Partner.

**Type of Bids:** Due to the various types, kinds and levels of products and services solicited by AEPA in its IFBs; the various pricing methodologies and/or methods utilized and offered to price the various products and services offered; and the type of contracts that results from any one of AEPA's/bids, AEPA has established the following two (2) types of bids.

1. Catalog Bid: A catalog bid is utilized when the products and /or services solicited are clearly identified with set and specific characteristics, attributes and configurations that are identifiable as a stand-alone single unit and can be listed and priced as a single unit with options that can be added to enhance and/or improve its operation and functionality. The Bidder offers a fixed discount(s) off retail price or prices in a Commercially Available Catalog. The discounts may be for the entire Catalog for specific products, product lines, manufacturers or category of products as determined by the Bidder. See the Pricing section for detailed information on Catalog pricing.



2. **Line Item Bid:** A Line-item bid is utilized when the products and services solicited cannot be identified or listed as a single unit; consists of a number of different variable and configurations, it is necessary to identify the specific project or application; the end product or solution is made of individually priced elements or components and the end product's or solutions' cost is derived by the Vendor Partner specially prepared and providing a quote based on the project's terms, conditions and requirements. See the Pricing section for detailed information on Line-Item pricing.

**Vendor Partner:** Bidder who has been approved and awarded a contract for the delivery of construction, tangible personal property, supplies, or services in response to this IFB.

**Vendor Partner Contact:** Vendor Partner will designate one individual who will represent them to the AEPA, its AEPA Member Agencies during the contract period. This contact person will correspond with each AEPA Member Agency for technical assistance, problems, or questions that may arise. If other staff, distributors and/or independent Vendor Partners will be performing the sales or support functions for different geographical areas (states), Vendor Partner shall include instructions and contact information that can be distributed to AEPA Member Agencies upon approval of this bid.

**Warranty:** Vendor Partner warrants that all commodities, supplies, materials, equipment, software and service delivered under this contract shall conform to the specifications of this contract. All items should carry a warranty equal to the intended life cycle or a minimum 12-month manufacturer's warranty that includes parts and labor unless otherwise specified and agreed to. The manufacturer has the primary responsibility to honor a manufacturer's warranty; a distributor or dealer agrees to assist the purchaser reach a solution in a dispute with the manufacturer over a warranty's terms. Any extended manufacturer's warranty will be passed on to the Buyer. For example, if a voice board has a three-year warranty, but the board is in a turnkey system that has a one-year warranty, the voice board's three-year warranty must be honored by the manufacturer and the Vendor Partner. All extended warranties must be passed on, without exception. If, upon discovery, the Vendor Partner charges a Buyer for a replacement part that the Vendor Partner actually received at no cost under a warranty, the Vendor Partner will rebate the amount billed and the Buyer reserves the right to cancel the contract.

# Invitation for Bid AEPA IFB #020-D FACILITY MANAGEMENT SOFTWARE

## Part B – Technical Specifications

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#### 1. Scope of Bid

AEPA is seeking a qualified, experienced contractor(s) who possesses the necessary resources and capabilities to acquire, deliver and perform the required supplies, materials, equipment and labor to all participating member states (up to 28) to:

- a. Respond to requests from a number of different types of educational, governmental and public institutions seeking facility management software.
- b. Provide a fully web-architected system to enhance workflow and increase production in facility management. The provider shall provide a complete and operational system per the requirements of this IFB.
- c. Include information and pricing for all software, specialized hardware, technical support, services, licensing, training, travel, and any related expenses necessary to implement the facility management software as described herein.
- d. Make the software operational on existing Buyer computer and network equipment. The software is to be delivered complete, fully functional, and fully documented, and the Buyer is to be trained on its operation.

The response to this solicitation is to reveal the breadth of the offering by identifying each of the areas where data are gathered; functionality by reviewing simultaneous data entry and native language implementation; technology by reviewing the design and installation requirements; and value by reviewing the software, update, training, services and annual maintenance costs. Bidders are encouraged to submit a bid on any and all products and services currently available.

All products offered must be considered new, unused, of the latest design and technology, and from the most current and popular facility management software product lines available.

AEPA and Member Agencies prefer a single vendor with a comprehensive array of products. However, Member Agencies may consider multiple awards to meet all the needs of our customer base.

## 2. Type of Bid

AEPA requests Bidders to submit primary pricing in the form of either “catalog pricing” or “line-item pricing.” This category is constructed in the form checked below. An explanation of each can be found in the table below. Additional information on permissible pricing strategies can be found in Part A – General Terms and Conditions under “Pricing.”

**This bid is considered a:**

YES	NO	TYPE OF BID
X		<b>CATALOG:</b> A catalog bid is utilized when the products and/or services solicited are clearly identified with set and specific characteristics, attributes and configurations that are identifiable as a stand-alone single unit and can be listed and priced as a single unit with options that can be added to enhance and/or improve its operation and functionality. The Bidder offers a fixed discount(s) off retail price or prices in a Commercially Available Catalog. The discounts may be for the entire Commercially Available Catalog, for specific products, product lines, manufacturers or category of products as determined by the Bidder. See Pricing section for detailed information on Catalog Pricing.
		<b>LINE ITEM:</b> A line-item bid is utilized when the products and services solicited cannot be identified or listed as a single unit; consists of a number of different variables and configurations necessary to identify the specific project or application; the end product or solution is made of individually priced elements or components and the end product’s or solution’s cost is derived by the Vendor Partner specially prepared and providing a quote based on the project’s terms, conditions and requirements. See Pricing section for detailed information on Line-Item Pricing.

## 3. Anticipated AEPA Member Agency Participation

State	Participate? Yes/No/ Undecided	Other States Member Sells In
California	Yes	AZ, NV
Colorado	Yes	
Connecticut	Yes	MA, ME, NH, NY, RI, VT
Florida	Yes	AL,GA
Georgia	Yes	
Illinois	Yes	
Indiana	Yes	
Iowa	Yes	IL, SD
Kansas	Yes	OK
Kentucky	Yes	AL, GA, LA, MS, NC, SC, TN, WV
Massachusetts	Yes	
Michigan	No	
Minnesota	Yes	SD
Missouri	Yes	AR, IL, LA, SD
Montana	Yes	ID
Nebraska	Yes	
New Jersey	Yes	
New Mexico	Yes	
North Dakota	Yes	
Ohio	Yes	
Oregon	Yes	

<b>Pennsylvania</b>	Yes	DE, HA, MD, NY
<b>Texas</b>	No	
<b>Virginia</b>	Yes	
<b>Washington</b>	Yes	AK, ID
<b>West Virginia</b>	Yes	
<b>Wisconsin</b>	Yes	
<b>Wyoming</b>	Yes	SD,UT
<b>Total</b>	<b>26</b>	

Please note that individual AEPA Member Agencies that have indicated that they intend to participate in any contract approved under this solicitation does not guarantee or mean that the individual AEPA Member Agency will enter into a contract with an AEPA approved Vendor Partner. Each AEPA Member Agency will make that determination after reviewing Vendor Partner responses and AEPA's recommendation for acceptance and bid award. The AEPA Member Agency's contracting decision shall be final.

#### 4. Anticipated Volume

Facility Management Software is a currently held category for AEPA. The resulting bid will be an Indefinite Delivery, Indefinite Quantity (IDIQ) contract(s). AEPA Member Agencies estimate approximately \$11.3 million in sales in the first contract term. AEPA Member Agencies anticipate that purchase volumes will increase over the course of contract years two (2) through four (4). This information is provided as an aid to Bidders in preparing responses only. It is not to be considered a guarantee of volume under this IFB. The successful Vendor Partner's discount and pricing schedule shall apply regardless of the volume of business under the contract.

#### 5. Voluntary Pre-Bid Conference Call

AEPA will host a voluntary pre-bid conference call on Wednesday, August 14, 2019, for any interested Bidders or potential Bidders. The conference call times are set in the following schedule for each of the four contiguous United States time zones. No pre-registration will be required. Recording of the conference call will be posted on the AEPA Website.

##### Voluntary Pre-Bid Conference Call Schedule (All Categories)

IFB	Eastern	Central	Mountain	Pacific
020-A Natural and Synthetic Surfaces for Sport Fields, Tracks, Courts, Playground and Landscaping Applications	11:00 AM	10:00 AM	9:00 AM	8:00 AM
020-B Carpet & Resilient Flooring	11:30 AM	10:30 AM	9:30 AM	8:30 AM
020-C Digital Resources & Instructional Materials	12:00 PM	11:00 AM	10:00 AM	9:00 AM
020-D Facility Management Software	12:30 PM	11:30 AM	10:30 AM	9:30 AM
020-E Lawn & Groundskeeping Equipment, Supplies & Services	1:00 PM	12:00 PM	11:00 AM	10:00 AM
020-F Digital Display Solutions	1:30 PM	12:30 PM	11:30 AM	10:30 AM
020-G Vehicles – Cars, SUVs, Crossovers, Light Duty Trucks, Vans, Police and Public Safety	2:00 PM	1:00 PM	12:00 PM	11:00 AM

**Join Zoom Meeting:** <https://zoom.us/j/770090798>

**Conference Call Number:** +1 929 436 2866

**Meeting ID:** 770 090 798

## 6. Standard Specifications

Item	Description
6.1	All charges and components necessary for performance of the contract shall be clearly identified even if such are not specifically addressed in any paragraph or sub-paragraph or form that is a part of this request.
6.2	If the Vendor Partner intends to utilize independent agents/distributors, subcontractors and/or third-party agents to perform and/or provide any part of the products and services offered herein, the Vendor Partner must identify all providers and any and all associated costs with these providers.
6.3	Optional services must be identified separately, and must include clear descriptions of proposed services.
6.4	Vendor Partners must provide a product or mix of products in a manner that will allow Buyers to migrate to emerging technologies/services and between legacy technologies with no penalty charge associated with maintaining the most appropriate selections of goods and services throughout the life of the contract.
6.5	All products sold by the Vendor Partner must be new. Only the newest versions of software and equipment will be bid. Older versions will only be sold, if specifically requested.
6.6	Products that have a 30/60/90 day money back guarantee will be clearly identified in the catalog and on the web site (if applicable).

## 7. Product | Category Specific Specifications

Item	Description
7.1	The Facility Management Software will be configured to allow remote non-maintenance personnel to request services, inventory or events from the district maintenance department (or other support personnel) through an Internet web browser.
7.2	The Facility Management Software will allow remote site requesters to be provided status updates on requests that have been previously submitted. This status update shall be filtered or password protected so that the requester only sees requests submitted by that individual.
7.3	The Facility Management Software should support email notifications that allow the maintenance (or other) department to automatically notify work order requestors when work is completed or when work is delayed.
7.4	Indicate additional hardware/software or network configuration requirements that are required to support this request/update feature. Indicate limitations on number of school site requesters that can be added to the system.
The following <b>Modules/Functions</b> are requested:	
7.5	<b>Administration:</b> <ul style="list-style-type: none"> <li>- Power user with full access from single log-in;</li> <li>- Web access to administration;</li> <li>- Multi-level security;</li> <li>- Display of users functional permission level;</li> <li>- Help text and error messages; and</li> <li>- Multi-media file attachments (Word files, graphic images, audio and video) to record as work orders.</li> </ul>
7.6	<b>Work Order Management:</b> <ul style="list-style-type: none"> <li>- Database of support employees along with labor rate information;</li> <li>- Vendor database;</li> <li>- Ability to capture labor hours, contract cost and materials costs for each work order;</li> <li>- Recording of equipment downtime;</li> <li>- Ability to charge multiple wage rates;</li> <li>- Request dates and completion dates;</li> <li>- Estimated and actual hours;</li> </ul>

Item	Description
	<ul style="list-style-type: none"> <li>- User definable tracking fields;</li> <li>- Labor and materials transactions for each work order;</li> <li>- Work order tracking fields such as trade, purpose, budget and other codes;</li> <li>- Interface to check work order status with selection marks;</li> <li>- Search capability on work order number or description key;</li> <li>- Full integration with related modules including preventative maintenance, facility scheduling, inventory, building site request and asset management;</li> <li>- Automatic computation of work costs using labor rates in employee module;</li> <li>- Tracking tool for usage against work orders, required permitting, OEM manuals, photos, and safety documentation;</li> <li>- Ability to re-open closed work orders;</li> <li>- Ability to track/enter purchase orders; and</li> <li>- Ability to allow for multiple inspections per asset and store inspection results and data.</li> </ul>
7.7	<b>Asset Management:</b> <ul style="list-style-type: none"> <li>- List of values for assets, locations and classifications;</li> <li>- Standard equipment templates;</li> <li>- Warranty tracking;</li> <li>- Lists of outstanding jobs by equipment, asset class and location;</li> <li>- Lifetime labor and material costs per equipment, asset classification and location;</li> <li>- Historical tracking of total of maintenance costs per asset;</li> <li>- Predictive maintenance and cost analysis; and</li> <li>- Support asset tagging and scanning with mobile app.</li> </ul>
7.8	<b>Materials Management:</b> <ul style="list-style-type: none"> <li>- Manage inventory items by category types: mechanical, custodial, tools and others;</li> <li>- Track all inventory transactions, including issues, receipts, returns, adjustments, orders, and transfers;</li> <li>- Allow inventory to be issued to a location, pick list, project, work order or employee;</li> <li>- Enable requestor to select items from inventory catalogs and submit inventory requests online;</li> <li>- Enable users to request quotes for inventory items from multiple suppliers while re-ordering;</li> <li>- Track detailed information on inventory items including unit of issue, on contract, supplier, average fixed costs, tag number for tools, mark up and back-order quantity;</li> <li>- Allow inventory items to be stored and tracked in multiple pools and by crafts, including aisle, bin number and reorder points;</li> <li>- E-mail requestors automatically with inventory requests, receipts and updates of order status changes;</li> <li>- Integrate with the work order and preventative maintenance modules; and</li> <li>- Include ISO certified units of measure, pick list and optional parts inspection requirement per part.</li> </ul>
7.9	<b>Technology Work Management:</b> <ul style="list-style-type: none"> <li>- End users or IT staff may originate work order requests for IT problems;</li> <li>- Status of work orders can be customized and continually monitored by staff;</li> <li>- System routes request to proper technician using configurable work flow;</li> <li>- Provide for tracking of labor and parts for each incident;</li> <li>- Warranty of technology can be continually monitored; and</li> <li>- Provides extractable reports with ticket issues.</li> </ul>
7.10	<b>Preventative Maintenance:</b> <ul style="list-style-type: none"> <li>- Schedule by elapsed days, calendar date and usage;</li> <li>- View labor, material and tool cost for anticipated tasks;</li> </ul>



Item	Description
	<ul style="list-style-type: none"> <li>- Track all scheduled maintenance;</li> <li>- Create recurring maintenance schedules in a daily, weekly, monthly or annual basis;</li> <li>- Store schedule templates for quick creation of frequently used schedules;</li> <li>- Track equipment information, including manufacturer, model and serial numbers, in/out service dates and warranty;</li> <li>- Automatically generate preventative maintenance work orders through an integration with work order system;</li> <li>- Display incoming scheduled work in a calendar format, by staff member, for resource scheduling; and</li> <li>- Workload planner that allows you to combine schedules that are performed based on calendar time to reduce duplication of tasks.</li> </ul>
7.11	<b>Budget Management:</b> <ul style="list-style-type: none"> <li>- Allow district to establish budget code format;</li> <li>- Permit flexible budget terms and budget periods;</li> <li>- Provide for flexible budget hierarchies;</li> <li>- Analyze costs vs. budget per budget period and year-to-date;</li> <li>- Facilitate the creation of long-range capital plans and budget plans; and</li> <li>- Manage capital projects and expenditures related to deferred maintenance, deficiencies and corrections.</li> </ul>
7.12	<b>Reports Generation:</b> <ul style="list-style-type: none"> <li>- Graphs and tabular reports in multiple formats, like HTML, PDF, or Excel;</li> <li>- Search capability allowing user to define criteria in a specified field(s);</li> <li>- Reports on craft/trade, location, budget, employee, craft cost analysis, transactions, outstanding work, work load and assignments, and status of work;</li> <li>- Standard inventory reports on issued inventory, returned inventory, transferred inventory, supplier reports, and pick list reports;</li> <li>- Standard preventative maintenance (PM) reports on projected parts and supplies, estimated PM labor, forecasting labor, and corrective vs. preventative;</li> <li>- Standard facility scheduling reports on location, organization, schedules, budget, invoices, and reminders;</li> <li>- Standard utility reports on cost per square foot, use by building comparison, cost by building comparison, use/square foot by building, cost/square foot by building, energy savings report, and load factor report;</li> <li>- FEMA related reporting; and</li> <li>- Access to reporting tool that allows for peer to peer comparisons.</li> </ul>
7.13	<b>Utility Management:</b> <ul style="list-style-type: none"> <li>- Support all standard energy/water related utilities with addition of up to two custom types;</li> <li>- Track essential account, vendor building and user information;</li> <li>- Track basic utility billing determinants for each account and/or meter including billing periods, consumption, cost and average unit cost. Bills are to be tracked by month, year and building;</li> <li>- Ability to track user-defined data such as hours of use, number of occupants, etc.;</li> <li>- Use and cost budget function for monthly and annual budget analysis;</li> <li>- Customizable user-defined advanced utility bill determinants including power factor, time-of-use, taxes, service charges and deregulated bill determinants;</li> <li>- Current versus baseline comparisons including application of weather normalization for more accurate comparison of utility data from year to year;</li> <li>- Easy exporting of data to any spreadsheet format;</li> <li>- Virtual and sub-meter tracking to support internal organization chargeback</li> </ul>

Item	Description
	requirements; - Utility bill validity checking with multiple parameter analysis; - Ability to create customized user types and roles; - Allows you to scan and store electronic copies of utility bills; - Track capital projects related to energy conservation; - Track Energy Star Integration for ratings; - Track Interval Meter Data; and - Create shutdown checklists.
7.14	<b>Facility Scheduling:</b> - Multiple routing rules for event approval; - Automatically routes usage requests to approval managers; - Track facility usage costs and automatically generate invoices; - Enable event requesters to check facility availability and submit usage requests online; - Display scheduled events on calendar; - Email notifications to support personnel; - Database of areas available for after-hour usage; - Ability to handle events with multiple dates with a repeating pattern as well as random series of events; - Billing and rental administration; and - Multiple levels of security.
7.15	<b>Wireless/Mobile Management</b> that enables mobile workers to: - Receive, process and complete work via a wireless/mobile device; - Record transactions for labors hours; - Search and sort, and sort through their work orders; - execute tasks in offline mode (connected and disconnected editing); - Barcode and QR scanning; - Map-based service requests and work order generation; - attach/store images and photos to asset/work order; and - Record work order labor hours.
7.16	<b>Trip Planning and Management:</b> - Allow requesters to easily submit trip requests and check status online; - Automatically route trip requests to approval managers; - Track availability and manage scheduling of vehicles and drivers; - Display scheduled trips on interactive calendar; and - Track all trip related costs.
7.17	<b>Information Technology Asset Management:</b> - Gather and report information about computer assets on your network, including hardware, software and warranties; - Manage all computer assets across multiple platforms (Chromebooks, Windows, Macintosh, Unix, Linux, Novell, etc.); - Monitor assets at the component level and generates alerts for missing assets; - Track licenses and usage for optimum license management and compliance; - Generate alerts for software license agreement violations and unauthorized software installations; and - Track non-network devices.
7.18	Additional educational modules may be added.
7.19	Many, but not all, AEPA members also serve municipalities. Insert information on any municipal-related modules available in your response.

## 8. Technical Requirements and Documentation

The information requested below will be used by AEPA to substantiate compliance with the requirements of this solicitation. Vendors are strongly encouraged to provide complete and accurate information. Include your responses and upload with Part D – Questionnaire.

Item	Description
8.1	Indicate if the proposed Facility Management Software utilizes an Application Service Provider (ASP) and/or local server based platform for hosting, administering, and using your product.
8.2	Provide minimum hardware requirements for the local server and computer workstations required to use your product. Include requirements for both ASP and/or local server scenarios.
8.3	Provide a listing of server software operating systems your product is compatible with; include minimum version needed to properly run your product.
8.4	Provide a listing of workstation software operating systems your product is compatible with, include minimum version needed to properly run your product.
8.5	Provide a listing of application software, including web browsers that are required to operate your program.
8.6	Provide an implementation schedule, including tasks, resources, durations and dependencies after award of a contract.
8.7	The technology infrastructure enabling the solution must provide for industry-standard 99.99% uptime. Exceptions to this requirement include downtime during regularly scheduled and maintenance periods. Vendor should also define a communication plan to clarify the timing of maintenance downtime periods so end users and administration have ample time to prepare for the temporary unavailability of the vendor's system.
8.8	Indicate additional hardware/software or network configuration requirements that are required to support this system and will contribute the total cost of ownership. Indicate limitations on number of site requesters that can be added to the system.

## 9. Functionality

Item	Description
9.1	Provide a listing of modules for your product and what specifications from Section 5 are included in each.
9.2	Indicate how often upgrades are made to the system, including the testing processes used before implementation of an upgrade.
9.3	Describe the reporting capabilities available to the customer. Provide sample copies.
9.4	Indicate how long 'history' records are maintained for use by the customer.
9.5	Describe the system's security capabilities and the privacy protection available to customers.
9.6	Provide website information to include administrative access to the site. Include instructions and screen shots for navigating the various site tools.
9.7	Vendor must provide guidance on, support for, and pricing (if additional) for data-migration services to enable customers to move from legacy ticketing systems to the vendor's solution.
9.8	Describe your company's warranty policy for your product.
9.9	Provide the estimated cost of major upgrades over the past three years.
9.10	Provide the estimated hours per year spent performing data administration and backups.
9.11	Describe if this software will address FEMA reporting, procedures-protocol, and data collection for parts, equipment and support.

Item	Description
9.12	Indicate if cloud computing is an option with the proposed system.
9.13	Software must support data collection and retention that is in line with FEMA reporting procedures/protocol in case of a FEMA disaster.

#### 10. Training, Support, and Additional Services Available

Item	Description
10.1	Describe any training services available to customers. This should include the 'standard' package for startup and training of clients including system installation and training for system administrators and all system users. Include samples.
10.2	List any additional training services and costs available to customers.
10.3	List any available update and support contracts, including policy and frequency, for your program.
10.4	Describe your return policies for instances where a customer buys your program and determines that it does not meet their requirements. Include policies for monetary refund, timeframe, and any associated limitations.
10.5	Submit a preliminary plan on how you would help the AEPA rollout this program to the AEPA member organizations and their affiliated educational institutions.
10.6	Include information on any additional services you will provide through this contract if awarded.

#### 11. Pricing

AEPA has identified and stipulated the type of bid and the pricing methodologies that are to be utilized to price and submit bid prices. The Vendor Partner agrees that the cost for any item bid or offered on this contract will be uniform for all states, and that any differences in pricing are due to state specific installation and labor costs, AEPA Member Agency's Administrative Fee, or other approved reasons. The Bidder must provide their pricing as requested utilizing the various pricing methodologies specified. **The Bidder/Vendor Partner must agree that they will offer prices equal to or better than what they ordinarily offer to individual entities or cooperatives with equal or lesser volume.** Please note the following that relate to pricing:

1. **Primary Pricing Strategies:** All Bidders will be required to submit "Primary Pricing" in the form of either "Catalog Pricing" or "Line-Item Pricing" or a combination of these two pricing strategies as defined in Part B, bid specifications. Bidders are also encouraged to offer OPTIONAL pricing strategies including "Hot List" and "Volume Discounts".
  - a. **Catalog Pricing:** Catalog pricing is utilized when the products and/or services solicited are clearly identified with set and specific characteristics, attributes and configurations that are identifiable as a stand-alone single unit and can be listed and priced as a single unit with options that can be added to enhance and/or improve its operation and functionality. The Bidder offers a fixed discount(s) off retail price, catalog price, published price or list price. The discounts may be for the entire commercially available catalog, for specific products, product lines, manufacturers or category of products as determined by the Bidder.
    - i. **Discounts:** Discount offers must clearly identify percent of discount to apply to a commercially available catalog, manufacturer, MSRP, retail or nationally published price lists. Bidders shall identify and stipulate if the discounts apply to the entire catalog/price list, specific product lines, manufacturers and/or categories of products. Bidder shall agree that there will be no reduction in discount(s) during the term of the contract.
    - ii. **New Catalogs/Price Changes:** New catalogs and corresponding nationally published price lists may be submitted throughout the term of the contract and shall be submitted to the

AEPA Category Committee for review prior to release to all AEPA Member Agencies. Prices may change based on manufacturer's price changes, new published pricing or price lists, but the original discount bid shall remain firm for the duration of the contract.

- iii. **Product Addition/Discontinuation:** New products, within the same scope of work, may be added at the established percentage discounts at any time. Discontinued products may be dropped at any time during the year. In the event a Core item is discontinued by the manufacturer during the term of the contract, Vendor Partner is required to add a functionally equivalent substitute at the same discount structure.

## 2. Part F - Pricing Workbook

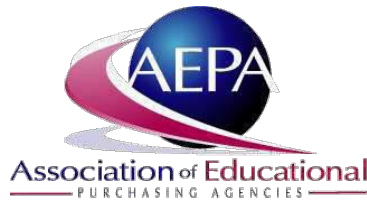
- a. Pricing shall be completed on the provided pricing sheets (Microsoft Excel Workbook) with the individual tables to be completed as follows:
  - F.1 – Catalog Discount (Required)
  - F.2 – Price Schedule (Required)
  - F.3 – Services Price Schedule (Required)
  - F.4 – Volume Discounts (Optional)
- c. Pricing evaluation may include other considerations, including the total cost of the acquisition and whether the Proposer's offering represents the best value. See Evaluation, Approval and Award in Part A – Terms and Conditions for additional information.

## 12. Evaluation

The AEPA Committee for this category will evaluate bid responses based on the entire response, and according to the criteria detailed in Part A for AEPA's definition of Responsive and Responsible bids. A recommendation may be made to recommend a single response, or to recommend multiple bidders based on differentiation of product or service between bidders. AEPA will vote as a whole to accept or not accept a committee's recommendation. Once accepted, each recommended bid response will go to the individual states for contract approval. Please note, pricing evaluation may include other considerations, including the total cost of the acquisition and whether the Proposer's offering represents the best value. The evaluation committee may consider such factors as life-cycle costs, total cost of ownership, quality, and the suitability of an offering in meeting AEPA members' needs.

Below is a summary taken from the Evaluation section in Part A, F. Bid Evaluation, Approval and Award:

Evaluation Criteria
Cost Evaluation
Complete Response to Bid
Conformance to Bid Terms and Conditions
Pricing Equal to or Better Than That Offered to Individual Entities or Cooperatives With Equal or Lesser Volume
Quality and Suitability of Products Offered
Marketing Plan
Financial Viability
Demonstrated Track Record of Performance in the Public Marketplace
Value Added attributes



# Invitation for Bid AEPA IFB #020-D Facility Management Software

## Part C – Member Agency (State) Terms and Conditions

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#### 1. Member Agency (State) Terms and Conditions

A single IFB is being published and distributed on behalf of the Member Agencies in many states. Differences in contract implementation and operation will exist between the Member Agencies. Each state may have special laws relating to this procurement that must be adhered to in addition to the previously stated constraints. *When Member Agency/State Specific Terms and Conditions differ from the General Terms and Conditions, the Member Agency/State Specific Terms and Conditions will prevail.*

#### 2. Common Terms and Conditions

**Active Promotion of Contract:** Agencies require that the Vendor Partner take ownership and actively promote the contract in cooperation with the AEPA Member Agency to all of the Agencies' qualified Participating Entities.

**Sales to Participating Entities:** AEPA Member Agencies require that all awarded Vendor Partners offer the Member Agency contract opportunity to all qualified Participating Entities of the cooperative.

**Legal Obligations:** All Vendor Partners shall comply with all applicable Federal, State and Local Laws, Codes and Regulations while fulfilling the contract. It is the Bidder's responsibility to be aware of and comply with all state and local laws governing this procurement. Applicable laws, codes, and regulations (etc.) must be followed even if not specifically identified herein.

**Administrative Fees:** AEPA Member Agencies charge Vendor Partners an administrative fee (a percentage of sales in their respective state or states that they extend the AEPA pricing to). Administrative Fees are generally paid to each Member Agency on a quarterly basis. Additional details of how these fees are charged may be found under each state's Terms and Conditions.

A summary of each State's Administrative Fee, any special terms and conditions, and special ordering process requirements is listed here for the convenience of the Bidders.



### 3. Member Agency General Overview Summary

AEPA Member Agency State	General			Ordering Process				Construction Products & Services									Potential Customers						
	Administrative Fee	Bid Securities Required on Bid Due Date	Special Reporting Requirements	Standard Ordering Process	Electronic Ordering	Online Marketplace	Special Ordering Process	Davis Bacon & State Wage Rates	Performance Bonds Required	Contractor's Licensing Required	Permits and/or Registration Required	Construction Project Cost Limitations	Participate in Construction Services	Participate in Construction Products Only	Products are Taxable	Service is Taxable	K-12 Education	Higher Education	Private Schools	Nnprofits	Federal Agencies	State Agencies	Cities & Counties
California	2%	N	N	Y	Y		N	N	N	N	N	Y	N	Y	Y	N	Y	Y	Y	Y	Y	Y	Y
Colorado	2%	N	N	Y	N		N	N	N	N	N	N	Y	Y	N	N	Y	Y	Y	Y	Y	n	Y
Connecticut	2%	N	N	Y	Y	Y	N	Y	N	Y	Y	N	Y	N	N	N	Y	Y	Y	Y	Y	N	Y
Florida	2%	N	N	Y	Y	Y	N	Y	N	Y	Y	N	Y	Y	N	N	Y	Y	Y	Y	Y	Y	Y
Georgia	2%	Y	Y	Y	Y	Y	N	N	Y	Y	Y	Y	Y	Y	N	N	Y	Y	Y	N	N	N	N
Illinois	2%	N	Y	Y	Y	N	N	Y	Y	Y	Y	Y	N	Y	N	N	Y	Y	Y	N	N	Y	Y
Indiana	Var.	N	Y	Y	Y		N	-	-	-	-	-	-	-	-	-	Y	Y	Y	Y	Y	Y	Y
Iowa	2%	Y	Y	Y	Y	Y	N	N	Y	N	N	Y	N	Y	N	N	Y	Y	Y	Y	Y	Y	Y
Kansas	2%	N	N	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	N	N	N	Y	Y	Y	Y	Y	Y	Y
Kentucky	2%	N	N	Y	Y	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	Y	Y	Y	Y	Y
Massachusetts	2%	N	N	Y	Y	N	N	-	-	-	-	-	-	-	-	-	Y	Y	Y	Y	Y	Y	Y
Michigan	2%	Y	N	Y	Y	N	N	Y	Y	Y	Y	Y	Y	Y	Y	N	N	Y	Y	Y	Y	Y	Y
Minnesota	2%	N	Y	Y	Y	Y	N	Y	Y	Y	Y	Y	Y	Y	N	N	Y	Y	Y	Y	Y	Y	Y
Missouri	2%	N	Y	Y	Y	Y	N	Y	N	N	Y	N	Y	N	N	Y	Y	Y	Y	Y	Y	Y	Y
Montana	2%	Y	N	Y	Y		Y	Y	Y	Y	Y	N	Y	Y	N	N	Y	Y	Y	Y	Y	Y	Y
Nebraska	2%	N	N	Y	Y	Y	N	Y	Y	Y	Y	Y	N	Y	N	N	Y	Y	Y	N	Y	Y	Y
New Jersey	2%	N	N	Y	Y	N	N	Y	Y	Y	Y	Y	N	Y	N	N	Y	Y	Y	Y	N	N	Y
New Mexico	2%	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y
North Dakota	2%	Y	Y	Y	Y	Y	N	N	Y	Y	Y	Y	Y	Y	N	N	Y	Y	Y	Y	Y	Y	Y
Ohio	2%	Y	Y	Y	Y		N	Y	Y	Y	Y	N	Y	Y	N	N	Y	Y	Y	Y	Y	Y	Y
Oregon	2%	N	Y	Y	N	N	Y	Y	Y	Y	Y	Y	Y	Y	N	N	Y	Y	Y	Y	Y	Y	Y
Pennsylvania	2%	N	Y	Y	Y		Y	Y	Y	Y	Y	N	Y	N	N	N	Y	Y	Y	Y	Y	Y	Y
Texas	2%, 1% JOC	N	Y	Y	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	N	N	Y	Y	Y	Y	Y	Y	Y
Virginia	2%	N	N	Y	Y		Y	N	N	Y	Y	Y	Y	Y	N	N	Y	Y	Y	Y	Y	Y	Y
Washington	2%	N	Y	Y	Y		Y	Y	Y	Y	Y	N	Y	Y	Y	Y	Y	Y	N	N	Y	Y	Y
West Virginia	2%	Y	N	Y	Y	N	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Wisconsin	2%	N	N	Y	Y		N	Y	Y	N	Y	Y	Y	Y	Y	N	Y	Y	Y	Y	Y	Y	Y
Wyoming	2%	Y	Y	Y	Y	Y	N	Y	Y	Y	Y	Y	Y	N	N	N	Y	Y	Y	Y	Y	Y	Y

### 13. Minnesota, Cooperative Purchasing Connection (CPC)

#### General Terms and Conditions that apply for all categories

**Governing Law:** The laws of the State of Minnesota govern all contracts resulting from this IFB. Each and every provision of law and clause required by law to be included in a contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction.

**Governing Venue:** The resulting contract award shall be deemed to have been made and performed in Otter Tail County, Minnesota. For the purpose of venue, all legal arbitration or causes for action arising out of the resulting agreement shall be brought to the courts of Otter Tail County, Minnesota.

**Hazardous Substances:** All hazardous products purchased by members shall include a Safety Data Sheet (SDS) with the delivery.

**Lease and Rental Agreements:** The Vendor may allow participating agencies to enter into a rental, lease, or lease purchase agreements, providing such agreements are in compliance with Minnesota Statutes and guidelines. CPC must receive a report annually, summarizing the executed lease purchases along with a summary of the participating agencies' purchases. CPC will not collect lease payments or be involved in the terms and conditions of the lease. All lease arrangements are between the Vendor and the participating agency. The Vendor agrees that leases will be in compliance with the Uniform Commercial Code. The applicable administrative fee must be included in the lease cost based on the total value of the goods and applicable services purchased. This fee is referred to under the Technical Specifications. The Vendor should attempt to work with CPC's current leasing vendor. Note, the current leasing vendor may require a minimum purchase amount to begin the leasing process. Should the Vendor be required to utilize their own financial leasing company, this should be noted/requested as an exception. In the event of a lease, the total administrative fee for the value of goods shall be paid to CPC by the vendor at the front end of the lease. CPC reserves the right to review all purchase orders, lease documents and invoices to insure contract compliance.

**Marketing and Promotion:** Upon award and completion of the vendor orientation, CPC will promote the contract opportunity via its websites. CPC will also announce the new partnership in its newsletters and will publish the contract and marketing information through hard copy marketing items (i.e. flyers, postcard) and electronic email. Contracts will also be promoted at applicable trade shows, conferences, and meetings on a regular basis. CPC may assist in the development of these materials if requested by the Vendor, but in all cases shall have the authority to review and approve any marketing materials. If a website is used, the link will be made available from the CPC and NDESC websites. Any web page or link, or other marketing tools shall be dedicated to CPC information only.

**Non-Discrimination:** Any resulting contract for on or behalf of participating agencies, said Vendor agrees to:

- That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;
- That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color;
- That a violation of this section is a misdemeanor; and
- That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

**Participating Agency:** A participating agency shall be defined in accordance with the, Minnesota Statutes M.S. §471.59, and M.S. §123A.21, Sub. 11 and South Dakota Statutes §5-18A-37. An eligible agency includes any school, higher education, city, county, other governmental agency, nonprofit organization, or other entity contracted to conduct business on behalf of a participating agency provided that they are required to follow state and local procurement regulations.

**Prompt Payment:** Participating Agencies will follow M.S. §471.425 regarding prompt payment of local government bills.

**Substance Use and Conduct:** All Vendor partners and subcontractors must adhere to local substance (alcohol, drug, smoking, etc.) and conduct (dress code, language, parking, etc.) policies while on a participating agencies' premises.

**Vendor Orientation (CPC 101):** The Vendor and their participating resellers/sub-contractors will be required to participate in an online training session that is designed to educate the Vendor and resellers/sub-contractors on the

purpose and nature of CPC. The Vendor will not be marketed to participating agencies until they have completed the vendor orientation session.

## **2. Additional Participating Agency Terms and Conditions for Non-Construction Products and Services**

If requested by CPC, the contracted vendor will work with CPC to develop an order form, or order forms, containing the most commonly purchased items, that CPC can utilize to market the contracted vendor to its participating agencies.

## **3. Additional Participating Agency Terms and Conditions for Construction Related Products and Services**

Upon acceptance and approval of the Vendor's offer by AEPA, CPC will independently consider the offer and conduct a conference call with the Vendor to determine if the Vendor is able to meet the necessary requirements for construction related products and services and to enter and execute a contract in the state of Minnesota. The contracted vendor will be required to work with CPC's participating agencies and require that an architect's signature or certification is noted on the specifications as required by Minnesota Statute §326.12 subd. 3. With certain exceptions, Minnesota Rules part 1800.5200, subpart 1, requires a licensed architect or engineer to prepare and certify specifications for building alterations or renovations. Once CPC and the Vendor are able to confirm that business is able to be conducted in Minnesota, CPC will make a final decision to complete the contract execution process.

For all quotes provided to participating agencies, for construction related projects, products and services, the contracted vendor must also send a duplicate quote to CPC. The quote provided to CPC must include the contact information of the participating agency.

**Performance Bond (*for construction and/or installation related projects*):** Performance bonds will be required on all projects valued at fifty-thousand dollars (\$50,000) or more in Minnesota and North Dakota and, twenty-five thousand dollars (\$25,000) or more in South Dakota. All performance bonds will be issued by a corporate surety authorized to do business in the state in which the work will be conducted and by a surety listed in the US Treasury Circular 570. Performance bonds will be posted by the Vendor and submitted to the specific participating agency for the assigned project. Should the contract be the result of a piggyback agreement, performance bonds will reflect each state's bonding requirements.

The Vendor will execute a performance bond in an amount equal to one hundred percent (100%) of the value specified in the contract between the participating agency and the Vendor, unless the participating agency requires less to be posted. This bond will protect all persons supplying labor and material to the Vendor for the performance of the work provided in the contract. Subcontractors who may work on the contract may have to provide the Vendor with a performance bond. If the contract price increases after the bond is provided, the participating agency may consider obtaining additional bonds from the Vendor.

The Vendor will deliver the performance bond to the eligible participating agency at the time the contract is executed between the agency and the Vendor. Work will not commence between the Vendor and the eligible participating agency until the performance bond is received by the participating agency and a copy has been sent to CPC via email ([info@purchasingconnection.org](mailto:info@purchasingconnection.org)). The Vendor will be responsible for providing CPC with a copy of all contracts and bonds in accordance with CPC purchasing procedures. Should the Vendor fail to satisfactorily perform the contract, the bonding company that provided the performance bond will be required to pay the dollar amount of the bond to the participating agency.

It is the Vendor's responsibility to ensure that they can obtain the required bonding for all construction products based on an awarded contract arising from this solicitation. Payment will not be issued for any project for which the required bonds have not been received.

## **4. Procedure for Contract Award, Notification and Processing Orders**

Once the award is recommended by the AEPA Review Committee, CPC considers the recommendation based on the value of the potential contract for its participating agencies. Participating agency is defined as any city, county, public or private educational agency, nonprofit or governmental agency that is a participant of CPC. In the event of an award by the Board of Directors, CPC will inform its members of the award and contract by the following methods

along with contract instructions and ordering process.

- a. The contract is listed and promoted on the CPC website ([www.purchasingconnection.org](http://www.purchasingconnection.org)).
- b. Announcing the award in CPC newsletters.
- c. CPC will publish the contract and marketing information through a hard copy marketing flier and electronic email. Contracts are promoted through PDF and a hard copy product catalog distributed at statewide trade shows and agency meetings on a regular basis. CPC will require a marketing flier, brochure, or other similar marketing pieces, in an editable, electronic format, from each vendor promoting the available contract with the vendor, and/or a web page or link. CPC may assist in the development of the marketing flier and material (if requested by vendor), but in all cases shall have authority to review and approve any marketing materials. If a web site is used, the link will be made available from the CPC web page. Any web page or link, or other marketing tool shall be dedicated to AEPA information only.
- d. When the member identifies a desired product or service, the member and the vendor may negotiate with each other to establish a description of items and/or services. The vendor shall quote a price to the member, in writing, using AEPA established discounts and including the two percent (2%) administrative fee in the quoted price. The administrative fee shall be based upon the total cost of goods and/or services including installation costs. The administrative fee shall not be listed as a separate line item on the quote. When a member decides to purchase through the CPC-AEPA contract, the member issues the purchase order directly to the vendor. The purchase order must include the total invoiced cost, based on
  - i. The total cost of goods, service, and installation, including the 2% administrative fee.
  - ii. Notification will be made to the vendor in the event the purchase order is not in compliance with the contract and adjustments will be made at that time. CPC and the vendor will mutually resolve any issues with regard to past purchases. The purchase orders are to continue to be processed and viewed as approved unless notified by CPC otherwise. All sales and transactions may continue without delay or in anticipation of the CPC purchase order verification.
  - iii. Once all the items and services on the purchase order have been delivered to the member in a complete and satisfactory manner, the vendor then files a copy of the final invoice, which is available to CPC by request in support of the quarterly sales summary. The invoice is to be marked "Copy".
  - iv. Vendor makes all deliveries and installations of products and services. CPC does not warehouse items or provide installation services.
  - v. This administrative fee is to be paid by the vendor to CPC, quarterly, within 20 working days after the end of each fiscal quarter. The AEPA vendor shall also submit to CPC a sales report, in Excel format, listing the following information:
    1. Name of purchasing agency
    2. Address of purchasing agency
    3. Date of purchase
    4. Invoice number
    5. Amount of purchase
    6. Administrative fee generated by sale
    7. Savings generated by sale
    8. This report shall include all sales made and payments received by the vendor in said quarter. The sales report shall be emailed to Melissa Mattson at [mmattson@lcsc.org](mailto:mmattson@lcsc.org) and copied to Lori Mittelstadt at [lmittelstadt@lcsc.org](mailto:lmittelstadt@lcsc.org). The administrative fee payment shall be delivered to Melissa Mattson, CPC, 1001 East Mt. Faith, Fergus Falls, MN 56537. The check shall be made out to Lakes Country Service Cooperative.
  - vi. CPC requires that all participating vendors offer the contract opportunity to all CPC participating agencies.
5. **Express Online Marketplace:** CPC provides participating agencies with an online purchasing platform called Express, powered by EqualLevel. Through Express, agencies are able to search for and purchase items. Essentially, Express is a one-stop shop for many of CPC's commodity based contracts. A Vendor does not have to have an e-commerce site to be included in Express. Express offers integration into two (2) of the main K-12 school financial systems in Minnesota, CPC expects growth in the number of agencies utilizing the marketplace and the volume of sales to grow significantly. CPC will work with the Vendor to determine if the contract agreement is suitable for the online platform. If deemed suitable, CPC will require integration into Express within a timely manner.

## 19. North Dakota, North Dakota Educators Service Cooperative (NDESC)

### i. General Terms and Conditions that apply for all categories

- a. **Governing Law:** The laws of the State of North Dakota govern all contracts resulting from this IFB. Each and every provision of law and clause required by law to be included in a contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction.
- b. **Governing Venue:** The resulting contract award shall be deemed to have been made and performed in Cass County, North Dakota. For the purpose of venue, all legal arbitration or causes for action arising out of the resulting agreement shall be brought to the courts of Cass County, North Dakota.
- c. **Hazardous Substances:** All hazardous products purchased by members shall include a Safety Data Sheet (SDS) with the delivery.
- d. **Lease and Rental Agreements:** The Vendor may allow participating agencies to enter into a rental, lease, or lease purchase agreements, providing such agreements are in compliance with North Dakota Statutes and guidelines. NDESC must receive a report annually, summarizing the executed lease purchases along with a summary of the participating agencies' purchases. NDESC will not collect lease payments or be involved in the terms and conditions of the lease. All lease arrangements are between the Vendor and the participating agency. The Vendor agrees that leases will be in compliance with the Uniform Commercial Code. The applicable administrative fee must be included in the lease cost based on the total value of the goods and applicable services purchased. This fee is referred to under the Technical Specifications. The Vendor should attempt to work with NDESC's current leasing vendor. Note, the current leasing vendor may require a minimum purchase amount to begin the leasing process. Should the Vendor be required to utilize their own financial leasing company, this should be noted/requested as an exception. In the event of a lease, the total administrative fee for the value of goods shall be paid to NDESC by the vendor at the front end of the lease. NDESC reserves the right to review all purchase orders, lease documents and invoices to insure contract compliance.
- e. **Marketing and Promotion:** Upon award and completion of the vendor orientation, NDESC will promote the contract opportunity via its websites. NDESC will also announce the new partnership in its newsletters and will publish the contract and marketing information through hard copy marketing items (i.e. flyers, postcard) and electronic email. Contracts will also be promoted at applicable trade shows, conferences, and meetings on a regular basis. NDESC may assist in the development of these materials if requested by the Vendor, but in all cases shall have the authority to review and approve any marketing materials. If a website is used, the link will be made available from the NDESC website. Any web page or link, or other marketing tools shall be dedicated to NDESC information only.
- f. **Non-Discrimination:** Any resulting contract for on or behalf of participating agencies, said Vendor agrees to:
  - i. That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;
  - ii. That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color;
  - iii. That a violation of this section is a misdemeanor; and
  - iv. That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.
- g. **Participating Agency:** A participating agency shall be defined in accordance with Chapter 54-40.3

of the North Dakota Century Code, as amended. An eligible agency includes any school, higher education, city, county, other governmental agency, nonprofit organization, or other entity contracted to conduct business on behalf of a participating agency provided that they are required to follow state and local procurement regulations.

- h. **Substance Use and Conduct:** All Vendor partners and subcontractors must adhere to local substance (alcohol, drug, smoking, etc.) and conduct (dress code, language, parking, etc.) policies while on a participating agencies' premises.
- i. **Vendor Orientation (NDESC 101):** The Vendor and their participating resellers/sub-contractors will be required to participate in an online training session that is designed to educate the Vendor and resellers/sub-contractors on the purpose and nature of NDESC. The Vendor will not be marketed to participating agencies until they have completed the vendor orientation session.

## **2. Additional Participating Agency Terms and Conditions for Non-Construction Products and Services**

If requested by NDESC, the contracted vendor will work with NDESC to develop an order form, or order forms, containing the most commonly purchased items, that NDESC can utilize to market the contracted vendor to its participating agencies.

## **3. Additional Participating Agency Terms and Conditions for Construction Related Products and Services**

Upon acceptance and approval of the Vendor's offer by AEPA, NDESC will independently consider the offer and conduct a conference call with the Vendor to determine if the Vendor is able to meet the necessary requirements for construction related products and services, according to [Chapter 48-01.2 of the North Dakota Century Code](#), and to enter and execute a contract in the state of North Dakota. Once NDESC and the Vendor are able to confirm that business is able to be conducted in North Dakota, NDESC will make a final decision to complete the contract execution process.

For all quotes provided to participating agencies, for construction related projects, products and services, the contracted vendor must also send a duplicate quote to NDESC. The quote provided to NDESC must include the contact information of the participating agency.

**Performance Bond (for construction and/or installation related projects):** Performance bonds will be required on all projects valued at fifty-thousand dollars (\$50,000) or more in North Dakota. All performance bonds will be issued by a corporate surety authorized to do business in the state in which the work will be conducted and by a surety listed in the US Treasury Circular 570. Performance bonds will be posted by the Vendor and submitted to the specific participating agency for the assigned project. Should the contract be the result of a piggyback agreement, performance bonds will reflect each state's bonding requirements.

The Vendor will execute a performance bond in an amount equal to one hundred percent (100%) of the value specified in the contract between the participating agency and the Vendor, unless the participating agency requires less to be posted. This bond will protect all persons supplying labor and material to the Vendor for the performance of the work provided in the contract. Subcontractors who may work on the contract may have to provide the Vendor with a performance bond. If the contract price increases after the bond is provided, the participating agency may consider obtaining additional bonds from the Vendor.

The Vendor will deliver the performance bond to the eligible participating agency at the time the contract is executed between the agency and the Vendor. Work will not commence between the Vendor and the eligible participating agency until the performance bond is received by the participating agency and a copy has been sent to NDESC via email ([info@purchasingconnection.org](mailto:info@purchasingconnection.org)). The Vendor will be responsible for providing NDESC with a copy of all contracts and bonds in accordance with NDESC purchasing procedures. Should the Vendor fail to satisfactorily perform the contract, the bonding company that provided the performance bond will be required to pay the dollar amount of the bond to the participating agency.

It is the Vendor's responsibility to ensure that they can obtain the required bonding for all construction products based on an awarded contract arising from this solicitation. Payment will not be issued for any project for which the required bonds have not been received.



#### 4. Procedure for Contract Award, Notification and Processing Orders

Once the award is recommended by the AEPA Review Committee, NDESC considers the recommendation based on the value of the potential contract for its participating agencies. Participating agency is defined as any city, county, public or private educational agency, nonprofit or governmental agency that is a participant of NDESC. In the event of an award by the Board of Directors, NDESC will inform its members of the award and contract by the following methods along with contract instructions and ordering process.

- a. The contract is listed and promoted on the NDESC website ([www.ndesc.org](http://www.ndesc.org)).
- b. Announcing the award in NDESC newsletters.
- c. NDESC will publish the contract and marketing information through a hard copy marketing flier and electronic email. Contracts are promoted through PDF and a hard copy product catalog distributed at statewide trade shows and agency meetings on a regular basis. NDESC will require a marketing flier, brochure, or other similar marketing pieces, in an editable, electronic format, from each vendor promoting the available contract with the vendor, and/or a web page or link. NDESC may assist in the development of the marketing flier and material (if requested by vendor), but in all cases shall have authority to review and approve any marketing materials. If a web site is used, the link will be made available from the NDESC web page. Any web page or link, or other marketing tool shall be dedicated to AEPA information only.
- d. When the member identifies a desired product or service, the member and the vendor may negotiate with each other to establish a description of items and/or services. The vendor shall quote a price to the member, in writing, using AEPA established discounts and including the two percent (2%) administrative fee in the quoted price. The administrative fee shall be based upon the total cost of goods and/or services including installation costs. The administrative fee shall not be listed as a separate line item on the quote. When a member decides to purchase through the NDESC-AEPA contract, the member issues the purchase order directly to the vendor. The purchase order must include the total invoiced cost, based on
  - i. The total cost of goods, service, and installation, including the 2% administrative fee.
  - ii. Notification will be made to the vendor in the event the purchase order is not in compliance with the contract and adjustments will be made at that time. NDESC and the vendor will mutually resolve any issues with regard to past purchases. The purchase orders are to continue to be processed and viewed as approved unless notified by NDESC otherwise. All sales and transactions may continue without delay or in anticipation of the NDESC purchase order verification.
  - iii. Once all the items and services on the purchase order have been delivered to the member in a complete and satisfactory manner, the vendor then files a copy of the final invoice, which is available to NDESC by request in support of the quarterly sales summary. The invoice is to be marked "Copy".
  - iv. Vendor makes all deliveries and installations of products and services. NDESC does not warehouse items or provide installation services.
  - v. This administrative fee is to be paid by the vendor to NDESC, quarterly, within 20 working days after the end of each fiscal quarter. The AEPA vendor shall also submit to NDESC a sales report, in Excel format, listing the following information:
    1. Name of purchasing agency
    2. Address of purchasing agency
    3. Date of purchase
    4. Invoice number
    5. Amount of purchase
    6. Administrative fee generated by sale
    7. Savings generated by sale
    8. This report shall include all sales made and payments received by the vendor in said quarter. The sales report shall be emailed to Jane Eastes at [jeastes@lcsc.org](mailto:jeastes@lcsc.org) and copied to Lori Mittelstadt at [lmittelstadt@lcsc.org](mailto:lmittelstadt@lcsc.org). The administrative fee payment shall be delivered to Jane Eastes, NDESC, 1001 East Mt. Faith, Fergus Falls, MN 56537. The check shall be made out to North Dakota Educators Service Cooperative.
  - vi. NDESC requires that all participating vendors offer the contract opportunity to all NDESC participating agencies.

5. **Express Online Marketplace:** NDESC provides participating agencies with an online purchasing platform called Express, powered by EqualLevel. Through Express, agencies are able to search for and purchase items. Essentially, Express is a one-stop shop for many of NDESC's commodity based contracts. A Vendor does not have to have an e-commerce site to be included in Express. NDESC expects growth in the number of agencies utilizing the marketplace and the volume of sales to grow significantly. NDESC will work with the Vendor to determine if the contract agreement is suitable for the online platform. If deemed suitable, NDESC will require integration into Express within a timely manner.

## Part D - Questionnaire

### AEPA IFB 020-D

### Facility Management Software

#### **Instructions**

This questionnaire contains forms and requests for information required by AEPA for vendor evaluation for responsiveness and responsibility.

To submit the required forms, follow these steps:

1. Read the documents in their entirety.
2. Bidders must use Part D – Questionnaire to its capacity. Attached exhibits and/or supplemental information should be included only when requested (i.e. Annual Report, Marketing Plan).
3. Complete all questions.
4. Save all pages in the correct order to a single PDF format titled “***Part D – Questionnaire – Name of Bidding Company***”.
5. Submit Part D, along with other required documents in Public Purchase.

The following sections will need to be completed prior to submission and submitted as one single PDF titled “Part D – Questionnaire – Name of Bidding Company”:

[Company Information](#)

[Service Questionnaire](#)

[Exceptions](#)

[Deviations](#)

## Company Information

Name of Bidding Company: \_\_\_\_\_

Company Address: \_\_\_\_\_

City, State Zip code: \_\_\_\_\_

Website: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

### Background

**Note:** Generally, AEPA will not accept an offer from a business that is less than five (5) years old or, which fails to demonstrate and/or establish a proven record of business. If the bidder has recently purchased an established business or, has proof of prior success in either this business or a closely related business, provide written documentation and verification in response to the questions below. AEPA reserves the right to accept or reject newly formed companies based on information provided in this response and from its own investigation of the company.

This business is a: \_\_\_\_\_ public company \_\_\_\_\_ privately owned company

In what year was this business started under its present name? \_\_\_\_\_

Under what additional, or, former name(s) has your business operated? \_\_\_\_\_

Is this business a corporation? \_\_\_\_\_ No \_\_\_\_\_ Yes. If yes, complete the following:

Date of Incorporation: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

Name of President: \_\_\_\_\_

Name(s) of Vice President(s): \_\_\_\_\_

Name of Treasurer: \_\_\_\_\_

Name of Secretary: \_\_\_\_\_

Is this business a partnership? \_\_\_\_\_ No \_\_\_\_\_ Yes. If yes, complete the following:

Date of Partnership: \_\_\_\_\_

State Founded: \_\_\_\_\_

Type of Partnership, if applicable: \_\_\_\_\_

Name(s) of General Partner(s): \_\_\_\_\_

Is this business individually owned? \_\_\_\_\_ No \_\_\_\_\_ Yes. If yes, complete the following:

Date of Purchase: \_\_\_\_\_

State Founded: \_\_\_\_\_

Name of Owner/Operator: \_\_\_\_\_

Is this business different from those identified above? \_\_\_\_\_ No \_\_\_\_\_ Yes  
 If yes, describe the company's format, year and state of origin and names and titles of the principles below.

Is this business women owned? \_\_\_\_\_ No \_\_\_\_\_ Yes

Is this business minority owned? \_\_\_\_\_ No \_\_\_\_\_ Yes

Does this business have an Affirmative Action Plan/Statement? \_\_\_\_\_ No \_\_\_\_\_ Yes

### Business Headquarter Location

Business Address \_\_\_\_\_

City, State Zip code \_\_\_\_\_

Phone \_\_\_\_\_

How long at this address? \_\_\_\_\_

### Business Branch Location(s)

Branch Address \_\_\_\_\_

City, State Zip code \_\_\_\_\_

Branch Address \_\_\_\_\_

City, State Zip code \_\_\_\_\_

Branch Address \_\_\_\_\_

City, State Zip code \_\_\_\_\_

Branch Address \_\_\_\_\_

City, State Zip code \_\_\_\_\_

*\*If more branch locations exist, insert information here or add another sheet with the above information.*

## Sales History

Provide your business's annual sales for 2017, 2018, and 2019 YTD in the United States by the various public segments.

	2017	2018	2019 YTD
K-12 (public & private), Educational Service Agencies			
Higher Education Institutions			
Counties, Cities, Townships, Villages			
States			
Other Public Sector & Non-profits			
Private Sector			
<b>Total</b>			

## Work Force

**Key Contacts and Providers:** Provide a list of the individuals, titles, and contact information for the individuals who will provide the following services on a national and/or local basis:

Function	Name	Title	Phone	Email
Contract Manager				
Sales Manager				
Customer & Support Manager				
Distributors, Dealers, Installers, Sales Reps				
Consultants & Trainers				

Technical, Maintenance & Support Services				
Quotes, Invoicing & Payments				
Warranty & After the Sale				
Financial Manager				

**Sales Force:** Provide total number and location of salespersons employed by your business in the United States by completing the following: *(To insert more rows, hit the tab key from the last field in the State column.)*

Number of Sales Reps	City	State

**Service/Support and Distribution Centers:** Provide the type (service/support or distribution) and location of centers that support the United States by completing the following: *(To insert more rows, hit the tab key from the last field in the State column.)*

Center Type	City	State

## Marketing

**Key Marketing Contact(s):** List the name(s), title(s) and contact information of the business's key national and regional marketing office(s). *(To insert more rows, hit the tab key from the last field in the Email column.)*

Name	Title	Phone	Email

**Marketing Activities:** Describe how this business marketed its products and services to schools, nonprofit organizations and other public sector audiences in Fiscal Year 2018– 2019 (July 1 – June 30). List all conventions, conferences and other events at which this company exhibited.

[Click or tap here to enter text.](#)

**Cooperative Marketing:** Describe ways in which this business can collaborate with AEPA Member Agencies in marketing the bid. Submit a marketing plan, titled Exhibit B – Marketing Plan, that would entail at a minimum, the following with their response: process on how the contract will be launched to current and potential agencies, the ability to produce and maintain in full color print advertisements in camera-ready electronic format, including company logos and contact information, anticipated contract announcements, planned advertisements, industry periodicals, other direct or indirect marketing activities promoting the AEPA awarded contract, and how the contract award will be displayed/linked on the Bidder's website.

[Click or tap here to enter text.](#)



**Sales Training:** Explain how your business will educate your salesforce staff on the AEPA contract including timing, methods, etc.

Click or tap here to enter text.

## Environmental Initiatives

Describe how your products and/or services support environmental goals.

Click or tap here to enter text.

Describe the business's "green" objectives (i.e. LEED, reducing footprint, etc.).

Click or tap here to enter text.

## Independent Subcontractors, Distributors, Installers, etc.

If the Bidder is not the sole provider of all goods and services provided under this contract, the following **must be answered**:

**Selection Criteria for Independent Providers:** Describe the criteria and process by which the business selects, certifies and approves subcontractors, distributors, installers and other independent services.

Click or tap here to enter text.

**Current Subcontractors, Distributors, Installers, etc.:** Provide a list of current subcontractors, distributors, installers and other independent service providers who are contracted to perform the type of work outlined in this bid in the member agency states (listed in Part A of this IFB). Include, if applicable, contractor license or certificate information and the state(s) wherein they are eligible to provide services on behalf of the business.

Click or tap here to enter text.

## Disclosures

**Line of Credit Letter or Annual Financial Report (REQUIRED):** Attach a letter from the business's chief financial institution indicating the current line of credit available to the business and evidence of financial stability for the past three calendar years (2016, 2017 and 2018). This letter should state the line of credit as a range (i.e. "credit in the low six figures" or "a credit line exceeding five figures"). If company is a publicly traded company a complete Annual Financial Report is required in place of Line of Credit Letter.

Alternatively, Bidders may choose to send the Letter of Line of Credit and/or Annual Report by email directly to the AEPA Executive Director, George Wilson, at [georgewilson.aepa@outlook.com](mailto:georgewilson.aepa@outlook.com). The Letter of Line of Credit and/or Annual Report must be received by the Executive Director before the due date and time of the bid opening.

**Legal: Does this business have actions currently filed against it?** \_\_\_\_\_ No \_\_\_\_\_ Yes

If Yes, **AN ATTACHMENT IS REQUIRED**: List and explain current actions, such as, Federal Debarment (on US General Services Administration’s “Excluded Parties List”), appearance on any state or federal delinquent taxpayer list, or claims filed against the retainage and/or payment bond for projects.

## References

Provide contact information of your business’s five largest public agency customers:

Agency	Name	Title	Phone Number	Email
1.				
2.				
3.				
4.				
5.				

## Service Questionnaire

The following chart indicates which AEPA Member States intend to participate in this bid category. Respond to Yes/No and choice questions by using an (X). **Note: A Bidder must be willing and able to deliver the proposed products and/or services to 90% of the participating AEPA Member States, unless otherwise stated within Part B Technical Specifications. .**

AEPA Member States	Participating in this bid category?	Has the bidding company sold products/services in these states for the past three (3) years? (Yes or No)	If awarded, which states does the bidding company propose to sell in? (Place an X where applicable)	Indicate which states the bidding company has sales reps, distributors or dealers in. (Place an X where applicable)
California	Yes			
Colorado	Yes			
Connecticut	Yes			
Florida	Yes			
Georgia	Yes			
Illinois	Yes			
Indiana	Yes			
Iowa	Yes			
Kansas	Yes			
Kentucky	Yes			
Massachusetts	Yes			
Michigan	No			
Minnesota	Yes			
Missouri	Yes			
Montana	Yes			
Nebraska	Yes			
New Jersey	Yes			
New Mexico	Yes			
North Dakota	Yes			
Ohio	Yes			
Oregon	Yes			
Pennsylvania	Yes			
Texas	No			
Virginia	Yes			
Washington	Yes			
West Virginia	Yes			
Wisconsin	Yes			
Wyoming	Yes			

**e-Commerce:** Does this business have an e-commerce website? \_\_\_\_\_ **No** \_\_\_\_\_ **Yes**

If YES, what is the website? \_\_\_\_\_

**Customer and Support Service:** It is understood depending on the type, kind and level of products and/or services being proposed in response to this bid will impact and determine the type and level of services required and these are identified in Part B Bid Specifications of this IFB.

Does this business have online customer support options?	_____ <b>No</b>	_____ <b>Yes</b>
Does this business have a toll-free customers support phone option?	_____ <b>No</b>	_____ <b>Yes</b>
Does this business offer local customer and support service options?	_____ <b>No</b>	_____ <b>Yes</b>

**Training:** If applicable, does this business offer customer training for the products and services sold? \_\_\_\_\_ **No** \_\_\_\_\_ **Yes**

If YES, describe what types/kinds of training you offer, the venues where training occurs and the location(s) of your trainers, include number of staff dedicated to training and their qualifications and hours of operation.  
Click or tap here to enter text.

---

**Pricing:**

Is your pricing methodology guaranteed for the term of the contract?	_____ <b>No</b>	_____ <b>Yes</b>
Will you offer customized price lists to participating entities as required per the pricing terms of Part A?	_____ <b>No</b>	_____ <b>Yes</b>
Will you offer hot list pricing (optional) as described in the pricing terms of Part A?	_____ <b>No</b>	_____ <b>Yes</b>
Will you offer volume price discounts as described in the pricing terms of Part A?	_____ <b>No</b>	_____ <b>Yes</b>

**Competitiveness:** In order for your bid to be considered, your company must offer AEPA prices that are equal to or lower than those normally offered to individual entities or cooperatives with equal or lower volume.

Is the pricing that is proposed to AEPA equal to or lower than pricing your company offers to individual entities or cooperatives with equal to or lower volume? \_\_\_\_\_ **No** \_\_\_\_\_ **Yes**

Indicate which of the following apply and the **level of competitive range** you are offering in response to this IFB.

\_\_\_\_\_ Pricing offered to AEPA is EQUAL TO pricing offered to individual customer and/or cooperatives.  
\_\_\_\_\_ Pricing is LESS THAN individual customer and/or cooperatives. Lower by \_\_\_\_\_%

**Cooperative Contracts:** Does your business currently have contracts with other cooperatives (local, regional, state, national)? \_\_\_\_\_ **No** \_\_\_\_\_ **Yes**

If YES, identify which cooperative and the respective expiration date(s).  
Click or tap here to enter text.

---

If YES, and your business is awarded an AEPA contract, explain which contract your business will lead with in marketing and sales representative presentations (sales calls)?  
Click or tap here to enter text.

---

<b>Administrative Fee:</b> Which of the following best reflects how your pricing includes the individual AEPA Members' administrative fee. Mark with an "X".	
<input type="checkbox"/>	The pricing for the products and/or services are the same for each AEPA Member Agency, shipping, handling, administrative fee and other specific state costs are added to arrive at total price offered to the Individual AEPA Member Agency.
<input type="checkbox"/>	The pricing for the products and/or services is inclusive of the administrative fee and therefore the pricing is the same for all AEPA Member Agencies. Shipping, handling and other state specific costs are added to the adjusted AEPA Member Agency's price.
<input type="checkbox"/>	The pricing for the products and/or services includes <b>ALL</b> (shipping, handling, administrative fee, other) costs to arrive at a single price for all AEPA Member Agencies.

<b>Shipping &amp; Handling: Orders that are \$50.00 or more shall include shipping and handling.</b> What is the flat rate your company will charge, regardless of where shipped in the continental United States, for orders less than \$50.00?	\$
---	----

**Product Returns:** Does your business have a return policy? \_\_\_\_\_ **No** \_\_\_\_\_ **Yes**

If YES, describe your return policy and if you charge a restocking fee, what is it? (AEPA allows up to 15% for supplies and up to 25% for equipment).

Click or tap here to enter text.

**Payment Terms:** Will your business offer AEPA buyer's a quick pay discount?

\_\_\_\_\_ **No** \_\_\_\_\_ **Yes**

If YES, what is the discount? \_\_\_\_\_ %Net

**Leasing:** Does your business offer leasing arrangements under this bid?

\_\_\_\_\_ **No** \_\_\_\_\_ **Yes**

If Yes, please indicate the rate factor and other cost factors below.

**If an AEPA contract is approved and awarded by the Member Agencies, as a Vendor Partner, I agree to:**

<b>Responsibilities of an AEPA Vendor Partner</b>	<b>Yes, indicate with an "X"</b>	<b>No, indicate with an "X"</b>
1. Designate and assign a dedicated senior-level contract manager (one authorized to make decisions) to each of the Member Agency accounts. This employee will have a complete copy and must have working knowledge of the AEPA contract.		
2. Train and educate sales staff on what the AEPA contract is: including pricing, who can order from the contract (by state), terms/conditions of the contract, and the respective ordering procedures for each state. It is expected that Vendor Partners will lead with AEPA contracts.		
3. Develop a marketing plan to support the AEPA contract in collaboration with respective AEPA Member Agencies. The marketing plan should include, but not be limited to, a website presence, electronic mailings, sales flyers, brochures, mailings, catalogs, etc.		
4. Create an AEPA-specific sell sheet with a space to add a Member Agency logo and contact information for use by the Member Agencies and the Vendor Partner's local sales representatives to market within each state.		

5. On a quarterly basis, complete the sales and administrative fee report (see attached PDF example) and submit to each Member Agency along with the respective administrative fees to be paid. If there are no sales, the Vendor Partner is required to submit a \$0 report to the AEPA Member Agency.		
6. Have ongoing communication with the Bid Oversight Chairperson, AEPA Member Agencies and the Member Agencies Participating Entities.		
7. Attend two (2) AEPA meetings each year (see Part A)		
8. Participate in national and local conference trade shows to promote the AEPA contracts including, but not limited to the Association of School Business Officials (ASBO), the National Institute of Governmental Purchasing (NIGP), and the National Association of Educational Procurement (NAEP).		
9. Increase sales over the term of the contract with all participating AEPA Member Agencies.		

## Deviations

**Definition:** Deviations can be defined as a major variance, change, or substitution submitted by a Bidder, which deviates from, adds extraneous terms to, conflicts with or offers an alternative to any term, condition, specification or requirement of this solicitation.

**Instructions:**

1. If “no” is marked with an “X” below, complete this form by signing it at the bottom.
2. If “yes” is marked with an “X” below, insert answers into the form shown below, providing narrative explanations of deviations. *(To insert more rows, hit the tab key from the last field in the last row and column.)*
3. If adding pages, the bidder’s name and identifying information as to which item the response refers must appear on each page.
4. Deviations to local, state or federal laws cannot be accepted under this bid.

	<b>No</b> , this bidder does not have deviations (exceptions or alternates) to the specifications listed in Part B of this IFB.
	<b>Yes</b> , this bidder has the following deviations to the specifications listed in Part B of this IFB.

Outline Number Part B	Specification (describe)	Details of Deviation



## Part E – Signature Forms

AEPA IFB 020-D

Facility Management Software

### Instructions

Contained herein are forms that require a signature from an authorized person at your company. All items found within this document are **mandatory**. Failure to sign the required areas, sections, or signature lines will allow AEPA to consider your company's proposal as **non-responsive**.

To submit the required signed forms, follow these steps:

1. Read the documents in their entirety.
2. Complete all forms and sign when required.
3. Once signed, place notary stamp in the delegated area on the Bid Affidavit.
4. Return the forms and pages in their correct order and scan one (1) single PDF format titled "Part E – Signature Forms – Name of Bidding Company" (i.e. one PDF document for all signature forms).
5. Submit Part E, along with other required documents in Public Purchase.

**AEPA does not allow electronic signatures.**

\*Note, a bid checklist has been provided to review with your submission.

The following sections will need to be completed prior to submission as one (1), single PDF titled "Part E – Signature Forms – Name of Bidding Company".

Uniform Guidance "EDGAR" Certification Form – \*signature required

Bid Affidavit – \*signature required

Acceptance of Bid & Contract Award – \*signature required

# Uniform Guidance “EDGAR” Certification Form

## 2 CFR Part 200

When a purchasing agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200, referred to as the “Uniform Guidance” or new “EDGAR”. All bidders submitting proposals must complete this EDGAR Certification form regarding the bidder’s willingness and ability to comply with certain requirements, which may be applicable to specific agency purchases using federal grant funds.

For each of the items below, the Bidder will certify its agreement and ability to comply, where applicable, by having the bidder’s authorized representative check, initial the applicable boxes, and sign the acknowledgement at the end of this form. If a bidder fails to complete any item of this form, AEPA will consider and may list the response, as the bidders is unable to comply. A “No” response to any of the items below may influence the ability of a purchasing agency to purchase from the bidder using federal funds.

### 1. Violation of Contract Terms and Conditions

Provisions regarding bidder default are included in AEPA’s terms and conditions. Any contract award will be subject to such terms and conditions, as well as any additional terms and conditions in any purchase order, ancillary agency contract, or construction contract agreed upon by the bidder and the purchasing agency, which must be consistent with and protect the purchasing agency at least to the same extent as AEPA’s terms and conditions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

### 2. Termination for Cause of Convenience

For a participating agency purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The participating agency may terminate or cancel any purchase order under this contract at any time, with or without cause, by providing seven (7) business days in advance written notice to the bidder. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay bidder for goods and services delivered to the participating agency prior to the termination and not otherwise returned in accordance with the bidder’s return policy. If the participating agency has paid the bidder for goods and services provided as the date of termination, bidder shall immediately refund such payment(s).

If an alternate provision for termination of a participating agency’s purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is in the participating agency’s purchase order, ancillary agreement or construction contract agreed to by the bidder, the participating agency’s provision shall control.

### 3. Equal Employment Opportunity

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

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Bidder agrees that such provision applies to any participating agency purchase or contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and bidder agrees that it shall comply with such provision.

#### **4. Davis Bacon Act**

When required by Federal program legislation, bidder agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of \$2,000, bidder shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, bidder is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. In addition, bidder shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at [www.wdol.gov](http://www.wdol.gov). Bidder agrees that, for any purchase to which this requirement applies, the award of the purchase to the bidder is conditioned upon bidder's acceptance of wage determination.

Bidder further agrees that is shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each construction completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled under his contract of employment, shall be defined under this titled or imprisoned not more than five (5) years, or both.

#### **5. Contract Work Hours and Safety Standards Act**

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

#### **6. Right to Inventions Made Under a Contract or Agreement**

If the participating agency's federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experiments, developmental or research work under the "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

#### **7. Clean Air Act and Federal Water Pollution Control Act**

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

## **8. Debarment and Suspension**

Debarment and Suspension (Executive Orders 12549 and 12689), a contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Bidder certifies that the bidder is not current listed and further agrees to immediately notify AEPA and all participating agencies with pending purchases or seeking to purchase from the bidder if bidder is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

## **9. Byrd Anti-Lobbying Amendment**

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

## **10. Procurement of Recovered Materials**

For participating agency purchases utilizing Federal funds, bidder agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recover, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## **11. Profit as a Separate Element of Price**

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFR 200.323(b). When required by a participating agency, bidder agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, bidder agrees that the total price, including profit, charged by the bidder to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the bidders contract with AEPA.

## **12. General Compliance with Participating Agencies**

In addition to the foregoing specific requirements, bidder agrees, in accepting any purchase order from a participating agency, it shall make a good faith effort to work with participating agency to provide such information and to satisfy requirements as may apply to a particular purchase or purchases including, but not limited to, applicable record keeping and record retention requirements as noted in the Federal Acquisition Regulation, FAR 4.703(a).

By initialing the table (1-12) and signing below, I certify that the information in this form is true, complete and accurate and that I am authorized by my business to make this certification and all consents and agreements contained herein.

Bidder Certification (By Item)	<u>Bidder Certification:</u> YES, I agree or NO, I do NOT agree	Initial
1. Violation of Contract Terms and Conditions		
2. Termination for Cause of Convenience		
3. Equal Employment Opportunity		
4. Davis-Bacon Act		
5. Contract Work Hours and Safety Standards Act		
6. Right to Inventions Made Under a Contract or Agreement		
7. Clean Air Act and Federal Water Pollution Control Act		
8. Debarment and Suspension		
9. Byrd Anti-Lobbying Amendment		
10. Procurement of Recovered Materials		
11. Profit as a Separate Element of Price		
12. General Compliance with Participating Agencies		

\_\_\_\_\_  
Name of Business

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

# Bid Affidavit

**Instructions:** This form must be signed by the business's authorized representative and notarized below. If awarded, the Bidder is required to produce a copy of this document for each Member Agency with which it contracts.

1. The undersigned, is duly authorized to represent the persons, business and corporations joining and participating in the submission of the foregoing bid (such persons, business and corporations hereinafter being referred to as the bidder), being duly sworn, on his/her oath, states that to the best of his/her belief and knowledge no person, business or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing bid, has directly or indirectly entered into any agreement or arrangement with any other bidders, or with any official of the **Member Agency**, or any employee thereof, or any person, business or corporation under contract with the **Member Agency** whereby the bidder, in order to induce the acceptance of the foregoing bid by the **Member Agency**, has paid, or is to pay to any other bidder, or to any of the aforementioned persons, anything of value whatever, and that the bidder has not, directly nor indirectly entered into any arrangement, or agreement, with any other bidder or bidders which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing bid.
2. This is to certify that the bidder, or any person on his/her behalf, has not agreed, connived, or colluded to produce a deceptive show of competition in the manner of the bidding, or award of the referenced contract.
3. This is to certify that neither I, nor to the best of my knowledge, information and belief, the bidder, nor any officer, director, partner, member or associate of the bidder, nor any of its employees directly involved in obtaining contracts with the **Member Agency**, or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
4. This is to certify that the bidder, or any person on his behalf has examined and understands the terms, conditions, scope of work and specifications, and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the bid submittal.
5. This is to certify that if awarded a contract, the bidder will provide the equipment, commodities, and/or services to members and affiliate members of the Agency in accordance with the terms, conditions, scope of work and specifications and other documents of this solicitation in the following pages of this bid.
6. This is to certify that the bidder is authorized by the manufacturer(s) to sell all proposed products on a national basis.
7. This is to certify that we have completed, reviewed, approved and have included all information that is required of these bid forms.

Authorized Representative (Please print or type)

Mailing Address

Title (Please print or type)

City, State, Zip

Signature of Authorized Representative

Date

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public in and for County of \_\_\_\_\_ State of \_\_\_\_\_

My commission expires on \_\_\_\_\_ Signature \_\_\_\_\_



Enter Notary Stamp



## Acceptance of Bid & Contract Award

**Instructions:** PART I of this form is to be completed by the Bidder and signed by its Authorized Representative. PART II will be completed by the AEPA Member Agency only upon the occasion of the bid award. If approved by AEPA, the Bidder is required to produce a copy of the document for each of the AEPA Member Agency with which it contracts.

### PART I: BIDDER

In compliance with the Invitation for Bid (IFB), the undersigned warrants that I/we have examined all Instructions to Bidders, associated documents, and being familiar with all of the conditions of the bid, hereby offer and agree to furnish all labor, materials, supplies and equipment incurred in compliance with all terms, conditions, specifications and amendments associated with this IFB and any written exceptions to the bid. Signature also certifies understanding and compliance with the certification requirements of the AEPA Member Agency's Terms and Conditions and/or Special Terms and Conditions. The undersigned understands that their competence, ability, capacity and obligations to offer and provide the proposed tangible personal property, professional services, construction services and other services on behalf of the Bidder Partner as well as other factors of interest to the AEPA Member Agency as stated in the evaluation section, will be a consideration in making the award.

<b>Business Name</b>	_____	<b>Date</b>	_____
<b>Address</b>	_____	<b>City, State Zip</b>	_____
<b>Contact Person</b>	_____	<b>Title</b>	_____
<b>Authorized Signature</b>	_____	<b>Title</b>	_____
<b>Email</b>	_____	<b>Phone</b>	_____

### PART II: AWARDING MEMBER AGENCY

Your bid response for the above identified bid is hereby accepted. As a Bidder Partner you are now bound to offer and provide the products and services identified within this IFB, your response and approved by AEPA, including all terms, conditions, specifications, exceptions and amendments. As Bidder Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. The intent of this contract is to constitute the final and complete agreement between the AEPA Member Agency and Bidder Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to fifteen (15) months and will commence on the date indicated below and continue until February 28, 2021, unless terminated, canceled or extended. By mutual written agreement as warranted, the contract may be extended month by month up to six (6) months or for three (3) additional 12-month periods.

**Awarding Agency** \_\_\_\_\_

**Authorized Representative** \_\_\_\_\_

<b>Awarded this</b>	<b>day of</b>	<b>Contract Number</b>
<b>Contract to commence</b>		
<b>(Member Agency to select)</b>		<b>Or</b> March 1, 2020



## Bid Checklist

**Instructions:** Utilize the checklist below, reviewing to confirm that all the required documents have been uploaded to Public Purchase, in their **specified/required format**, by the due date and time listed for this IFB. Bid **submissions not following the specified/required format may result as being marked non-responsive and may not be considered for evaluation.** Bidders are reminded that failure to follow, comply with, and adhere to the enclosed instructions of this solicitation may result in their response being deemed non-responsive. AEPA, its Member Agencies, affiliate agencies and authorized representatives are not responsible for bid proposals that are incomplete, unreadable, or received after the IFB deadline submission date.

"X"	Document Title, Uploaded to Public Purchase (Bidder must submit documents in the required title/format)	Format of Uploaded Document	Notes
	<b>Bid Bond – if Required, see Part B if applicable.</b>	Upload PDF copy. The original <u>must be</u> received by Oakland Public Schools by due date and time.	Send to Oakland Public Schools.
	<b>Part C – State Specific Forms – <i>Name of Bidding Company</i></b>	Single, Scanned PDF	<b>Required.</b> Signatures Required.
	<b>Part D - Questionnaire – <i>Name of Bidding Company</i></b> Includes: <ul style="list-style-type: none"> <li>• Company Information</li> <li>• Service Questionnaire</li> <li>• Exceptions</li> <li>• Deviations</li> </ul>	Single, Scanned PDF	<b>Required.</b>
	<b>Part E – Signature Forms – <i>Name of Bidding Company</i></b> Includes: <ul style="list-style-type: none"> <li>• Uniform Guidance “EDGAR” Certification</li> <li>• Bid Affidavit</li> <li>• Acceptance of Bid &amp; Contract Award</li> </ul>	Single, Scanned PDF	<b>Required.</b> Signatures required.
	<b>Part F – Pricing Schedule – <i>Name of Bidding Company</i></b>	Excel Workbook	<b>Required.</b>
	<b>Exhibit A – Annual Report/Letter of Credit – <i>Name of Bidding Company</i></b>	Scanned PDF	<b>Required.</b> Not provided by AEPA, Bidder Created
	<b>Exhibit B – Marketing Plan – <i>Name of Bidding Company</i></b>	Scanned PDF	<b>Optional.</b> Not provided by AEPA, Bidder Created
	<b>Exhibit C – Warranties, Additional Services – <i>Name of Bidding Company</i></b>	Scanned PDF	<b>Optional.</b> Not provided by AEPA, Bidder Created
	<b>Exhibit D – Additional Discounts – <i>Name of Bidding Company</i></b>	Scanned PDF	<b>Optional.</b> Not provided by AEPA, Bidder Created



Part F.1 – Catalog Discount for Items in a Commercially Available Catalog

AEPA #020-D Facility Management Software

Bidding Company Name:

*Enter company name here*

Name of Catalog:

(This must be the catalog in effect as of the bid date)

*Enter catalog name here*

Note: Groupings to be defined by Bidder and can be by sub-category, manufacturer, etc.

**Part F.1 is a REQUIRED FORM**

No.	Grouping of Discount	Discount Offered for This Grouping	Comments
1			
2			
3			
4			
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## Part F.2 – Price Schedule AEPA #020-D Facility Management Software

**INSTRUCTIONS:** Download the Net Effective Bid Price and respective information for all line items in the entire catalog. Use a separate spreadsheet for each catalog. Please be sure to set the 'Print Area' PRIOR to submitting your bid response.

**NOTE:** The Net Effective Price MUST be consistent with the percentage discounts listed on the F.1 tab. Failure to have price correspond may be cause for rejection of your offer.

**Part F.2 is a REQUIRED FORM**

Bidding Company Name:			<i>Enter company name here</i>			Catalog Name:		<i>Enter catalog name here</i>			
No.	Product Category	Product Description	Manufacturer	Manufacturer SKU	Vendor SKU	Unit of Measure	Catalog List Price	Bid Discount Percentage	Net Effective Bid Price	Comments	No.
1											1
2											2
3											3
4											4
5											5
6											6
7											7
8											8
9											9
10											10
11											11
12											12
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39											39
40											40
41											41
42											42
43											43
44											44
45											45



## Part F.3 – Services Price Schedule

### AEPA #020-D Facility Management Software

**Bidding Company Name:**

*Enter company name here*

NOTE: If your company provides any of the services listed below, please complete the price schedule.

Design Services	Description	Regular Price or Rates	Discounted Price or Rates	Per Diem Charges (if any)	Mileage Charges (if any)	*Additional Discount on Large Projects: Y/N Please also include any comments here.

Implementation Services	Description	Regular Price or Rates	Discounted Price or Rates	Per Diem Charges (if any)	Mileage Charges (if any)	*Additional Discount on Large Projects: Y/N Please also include any comments here.

Training Services	Description	Regular Price or Rates	Discounted Price or Rates	Per Diem Charges (if any)	Mileage Charges (if any)	*Additional Discount on Large Projects: Y/N Please also include any comments here.

Support Services	Description	Regular Price or Rates	Discounted Price or Rates	Per Diem Charges (if any)	Mileage Charges (if any)	*Additional Discount on Large Projects: Y/N Please also include any comments here.

Other Relevant Services	Description	Regular Price or Rates	Discounted Price or Rates	Per Diem Charges (if any)	Mileage Charges (if any)	*Additional Discount on Large Projects: Y/N Please also include any comments here.

\*Please detail additional discounts on large projects.



*Enter company name here*

**Additional Discount for One Time Purchase or a Group of Local Agencies in a Geographic Area Combining Requirements (Estimate Annual Spend):**

[illegible]

<u>Customer</u> <u>Name</u>	<u>Street</u> <u>Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>	<u>PO #</u>	<u>Item #</u>	<u>Item Description</u>	<u>Manufacturer #</u>	<u>Qty</u>	<u>Extended Advertised Price</u>	<u>Extended AEPA Price</u>	<u>Savings</u>
--------------------------------	---------------------------------	-------------	--------------	------------	-------------	---------------	-------------------------	-----------------------	------------	----------------------------------	----------------------------	----------------

Total Purchases
Total Administrative Fee

Questions for Bid IFB #020-D - Facility Management Software



Question #1



Are you seeking a pre-built software or would you like to see a PoC(Proof of Concept), watch the demo, and then do necessary customization post award?

Jul 25, 2019 2:55:31 PM CDT  
By: Karma Consulting Inc - gugsiyer

Answers

AEPA is looking for pre-built, tested, and functional software that can be offered when the awarded contract goes into effect.

Aug 2, 2019 4:15:58 PM CDT  
By: jeastes\_aepa

Answer

Archive

Reject

Ask a Question

View Bid



Information Deleted: Deleted

Information Added: Added

**Bid IFB #020-D - Facility Management Software Addendum #1 - Addendum**

Bid Type **IFB**  
 Bid Number **020-D**  
 Title **Facility Management Software**  
 Start Date **Jul 22, 2019 3:01:54 PM CDT**  
 End Date **Sep 16, 2019 12:00:00 AM-PM CDT**  
 Agency **Association of Educational Purchasing Agencies**  
 Bid Contact **Jane Eastes**  
 (612) 590-0066  
 jeastes@lcsc.org  
 1001 E. Mount Faith Avenue  
 Fergus Falls, MN 56537

**Description****Scope of Bid**

AEPA is seeking a qualified, experienced contractor(s) who possesses the necessary resources and capabilities to acquire, deliver and perform the required supplies, materials, equipment and labor to all participating member states (up to 28) to:

1. Respond to requests from a number of different types of educational, governmental and public institutions seeking facility management software.
2. Provide a fully web-architected system to enhance workflow and increase production in facility management. The provider shall provide a complete and operational system per the requirements of this IFB.
3. Include information and pricing for all software, specialized hardware, technical support, services, licensing, training, travel, and any related expenses necessary to implement the facility management software as described herein.
4. Make the software operational on existing Buyer computer and network equipment. The software is to be delivered complete, fully functional, and fully documented, and the Buyer is to be trained on its operation.

The response to this solicitation is to reveal the breadth of the offering by identifying each of the areas where data are gathered; functionality by reviewing simultaneous data entry and native language implementation; technology by reviewing the design and installation requirements; and value by reviewing the software, update, training, services and annual maintenance costs. Bidders are encouraged to submit a bid on any and all products and services currently available.

All products offered must be considered new, unused, of the latest design and technology, and from the most current and popular facility management software product lines available.

AEPA and Member Agencies prefer a single vendor with a comprehensive array of products. However, Member Agencies may consider multiple awards to meet all the needs of our customer base.

**Pre-Bid Conference**

Date: Aug 14, 2019 11:30:00 AM CDT  
 Location: Voluntary Pre-Bid Conference Call  
 Notes:

AEPA will host a voluntary pre-bid conference call on Wednesday, August 14, 2019, for any interested Bidders or potential Bidders. The conference call times are set in the following schedule for each of the four contiguous United States time zones. No pre-registration will be required. Recording of the conference call will be posted on the AEPA Website.








**Voluntary Pre-Bid Conference Call Schedule**

020-D Facility Management Software  
 12:30 PM ET  
 11:30 AM CT  
 10:30 AM MT  
 9:30 AM PT

**Join Zoom Meeting: <https://zoom.us/j/770090798>**  
**Conference Call Number: +1 929 436 2866**  
**Meeting ID: 770 090 798**

No Attachments

**Documents**

Name	Posting Date	Acceptance
 AEPA IFB #020-D Facility Management Software - Part A Terms and Conditions	Jul 22, 2019 2:37:57 PM CDT	Yes
 AEPA IFB #020-D Facility Management Software - Part B Specifications - FII	Jul 22, 2019 2:38:01 PM CDT	Yes
 AEPA IFB #020-D Facility Management Software - Part C Member Agency (S	Jul 22, 2019 2:38:09 PM CDT	Yes
 AEPA IFB #020-D Facility Management Software - Part D Questionnaire - FI	Jul 22, 2019 2:38:14 PM CDT	Yes
 AEPA IFB #020-D Facility Management Software - Part E Signature Forms -	Jul 22, 2019 2:38:19 PM CDT	Yes
 AEPA IFB #020-D Facility Management Software - Part F Discount Pricing W	Jul 22, 2019 2:38:25 PM CDT	Yes
 AEPA Vendor Quarterly Report Template.pdf	Jul 22, 2019 2:38:30 PM CDT	Yes

[Return to Bid](#)

Customer Support: [agencysupport@publicpurchase.com](mailto:agencysupport@publicpurchase.com) | Copyright 1999-2019 © | The Public Group, LLC. All rights reserved.

The Public | Group<sup>INC</sup>

Information Deleted: Deleted

Information Added: Added

**Bid IFB #020-D - Facility Management Software Addendum #2 - Addendum**

Bid Type **IFB**  
 Bid Number **020-D**  
 Title **Facility Management Software**  
 Start Date **Jul 22, 2019 3:01:54 PM CDT**  
 End Date **Sep 16, 2019 12:30:00 PM CDT**  
 Agency **Association of Educational Purchasing Agencies**  
 Bid Contact **Jane Eastes**  
 (612) 590-0066  
 jeastes@lcsc.org  
 1001 E. Mount Faith Avenue  
 Fergus Falls, MN 56537

**Description****Scope of Bid**

AEPA is seeking a qualified, experienced contractor(s) who possesses the necessary resources and capabilities to acquire, deliver and perform the required supplies, materials, equipment and labor to all participating member states (up to 28) to:

1. Respond to requests from a number of different types of educational, governmental and public institutions seeking facility management software.
2. Provide a fully web-architected system to enhance workflow and increase production in facility management. The provider shall provide a complete and operational system per the requirements of this IFB.
3. Include information and pricing for all software, specialized hardware, technical support, services, licensing, training, travel, and any related expenses necessary to implement the facility management software as described herein.
4. Make the software operational on existing Buyer computer and network equipment. The software is to be delivered complete, fully functional, and fully documented, and the Buyer is to be trained on its operation.

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**Pre-Bid Conference**

Date: Aug 14, 2019 11:30:00 AM CDT  
 Location: Voluntary Pre-Bid Conference Call  
 Notes:

AEPA will host a voluntary pre-bid conference call on Wednesday, August 14, 2019, for any interested Bidders or potential Bidders. The conference call times are set in the following schedule for each of the four contiguous United States time zones. No pre-registration will be required. Recording of the conference call will be posted on the AEPA Website.








**Voluntary Pre-Bid Conference Call Schedule**



020-D Facility Management Software  
 12:30 PM ET  
 11:30 AM CT  
 10:30 AM MT  
 9:30 AM PT

**Join Zoom Meeting: <https://zoom.us/j/770090798>**  
**Conference Call Number: +1 929 436 2866**  
**Meeting ID: 770 090 798**

No Attachments  
 No Attachments

**Documents**

Name	Posting Date	Acceptance
 AEPA IFB #020-D Facility Management Software - Part A Terms and Conditions - FI	Jul 22, 2019 2:37:57 PM CDT	Yes
 AEPA IFB #020-D Facility Management Software - Part B Specifications - FII	Jul 22, 2019 2:38:01 PM CDT	Yes
 <del>AEPA IFB #020-D Facility Management Software - Part C Member Agency (</del>	<del>Jul 22, 2019 2:38:09 PM CDT</del>	<del>Yes</del>
 AEPA IFB #020-D Facility Management Software - Part D Questionnaire - FI	Jul 22, 2019 2:38:14 PM CDT	Yes
 AEPA IFB #020-D Facility Management Software - Part E Signature Forms -	Jul 22, 2019 2:38:19 PM CDT	Yes
 AEPA IFB #020-D Facility Management Software - Part F Discount Pricing W	Jul 22, 2019 2:38:25 PM CDT	Yes
 AEPA Vendor Quarterly Report Template.pdf	Jul 22, 2019 2:38:30 PM CDT	Yes

Name	Posting Date	Acceptance
 AEPA IFB #020-D Facility Management Software - Part C Member Agency (	Aug 15, 2019 2:07:09 PM CDT	Yes
 020-D Facility Management Software.m4a 1.0	Aug 15, 2019 2:07:13 PM CDT	No

[Return to Bid](#)

Customer Support: [agencysupport@publicpurchase.com](mailto:agencysupport@publicpurchase.com) | Copyright 1999-2019 © | The Public Group, LLC. All rights reserved.



Information Deleted: Deleted

Information Added: Added

**Bid IFB #020-D - Facility Management Software Addendum #3 - Addendum**

Bid Type **IFB**  
 Bid Number **020-D**  
 Title **Facility Management Software**  
 Start Date **Jul 22, 2019 3:01:54 PM CDT**  
 End Date **Sep 16, 2019 12:30:00 PM CDT**  
 Agency **Association of Educational Purchasing Agencies**  
 Bid Contact **Jane Eastes**  
 (612) 590-0066  
 jeastes@lcsc.org  
 1001 E. Mount Faith Avenue  
 Fergus Falls, MN 56537

**Description****Scope of Bid**

AEPA is seeking a qualified, experienced contractor(s) who possesses the necessary resources and capabilities to acquire, deliver and perform the required supplies, materials, equipment and labor to all participating member states (up to 28) to:

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2. Provide a fully web-architected system to enhance workflow and increase production in facility management. The provider shall provide a complete and operational system per the requirements of this IFB.
3. Include information and pricing for all software, specialized hardware, technical support, services, licensing, training, travel, and any related expenses necessary to implement the facility management software as described herein.
4. Make the software operational on existing Buyer computer and network equipment. The software is to be delivered complete, fully functional, and fully documented, and the Buyer is to be trained on its operation.

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**Pre-Bid Conference**

Date: Aug 14, 2019 11:30:00 AM CDT  
 Location: Voluntary Pre-Bid Conference Call  
 Notes: AEPA will host a voluntary pre-bid conference call on Wednesday, August 14, 2019, for any interested Bidders or potential Bidders. The conference call times are set in the following schedule for each of the four contiguous United States time zones. No pre-registration will be required. Recording of the conference call will be posted on the AEPA Website.









**Voluntary Pre-Bid Conference Call Schedule**

020-D Facility Management Software  
 12:30 PM ET  
 11:30 AM CT  
 10:30 AM MT  
 9:30 AM PT

**Join Zoom Meeting: <https://zoom.us/j/770090798>**  
**Conference Call Number: +1 929 436 2866**  
**Meeting ID: 770 090 798**

No Attachments

**Documents**

Name	Posting Date	Acceptance
 AEPA IFB #020-D Facility Management Sof	Jul 22, 2019 2:37:57 PM CDT	Yes
 AEPA IFB #020-D Facility Management Sof	Jul 22, 2019 2:38:01 PM CDT	Yes
 AEPA IFB #020-D Facility Management Sof	Jul 22, 2019 2:38:14 PM CDT	Yes
 AEPA IFB #020-D Facility Management Sof	Jul 22, 2019 2:38:19 PM CDT	Yes
 AEPA IFB #020-D Facility Management Sof	Jul 22, 2019 2:38:25 PM CDT	Yes
 AEPA Vendor Quarterly Report Template.pc	Jul 22, 2019 2:38:30 PM CDT	Yes
 AEPA IFB #020-D Facility Manager .m4a 1.0	Aug 15, 2019	Yes-No
 AEPA IFB #020-D Facility Manager	<del>Aug 15, 2019 2:07:13 PM CDT</del>	<del>No</del>
- Part C Member Agency (State) Terms and C	Sep 10, 2019 10:40:01 AM CDT	Yes

Return to Bid

Information Deleted: ~~Deleted~~Information Added: ~~Added~~**Bid IFB #020-D - Facility Management Software  
Addendum #4 - Addendum**

Bid Type **IFB**  
 Bid Number **020-D**  
 Title **Facility Management Software**  
 Start Date **Jul 22, 2019 3:01:54 PM CDT**  
 End Date **Sep 16, 2019 12:30:00 PM CDT**  
 Agency **Association of Educational Purchasing Agencies**  
 Bid Contact **Jane Eastes**  
 (612) 590-0066  
 jeastes@lcsc.org  
 1001 E. Mount Faith Avenue  
 Fergus Falls, MN 56537

**Description****Scope of Bid**

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**Pre-Bid Conference**

Date: Aug 14, 2019 11:30:00 AM CDT  
 Location: Voluntary Pre-Bid Conference Call  
 Notes: AEPA will host a voluntary pre-bid conference call on Wednesday, August 14, 2019, for any interested Bidders or potential Bidders. The conference call times are set in the following schedule for each of the four contiguous United States time zones. No pre-registration will be required. Recording of the conference call will be posted on the AEPA Website.









**Voluntary Pre-Bid Conference Call Schedule**

020-D Facility Management Software  
 12:30 PM ET  
 11:30 AM CT  
 10:30 AM MT  
 9:30 AM PT

**Join Zoom Meeting: <https://zoom.us/j/770090798>**  
**Conference Call Number: +1 929 436 2866**  
**Meeting ID: 770 090 798**

No Attachments

**Documents**

Name	Posting Date	Acceptance
 AEPA IFB #020-D Facility Management Software - Part A Terms and Conditions - FINAL.p	Jul 22, 2019 2:37:57 PM CDT	Yes
 AEPA IFB #020-D Facility Management Software - Part B Specifications - FINAL.pdf	Jul 22, 2019 2:38:01 PM CDT	Yes
 AEPA IFB #020-D Facility Management Software - Part D Questionnaire - FINAL.docx	Jul 22, 2019 2:38:14 PM CDT	Yes
 AEPA IFB #020-D Facility Management Software - Part E Signature Forms - FINAL.pdf	Jul 22, 2019 2:38:19 PM CDT	Yes
 AEPA IFB #020-D Facility Management Software - Part F Discount Pricing Workbook - FIN	Jul 22, 2019 2:38:25 PM CDT	Yes
 AEPA Vendor Quarterly Report Template.pdf	Jul 22, 2019 2:38:30 PM CDT	Yes
 020-D Facility Management Software.m4a 1.0	Aug 15, 2019 2:07:13 PM CDT	No
 AEPA IFB #020-D Facility Management Software - Part C Member Agency (State) Terms & Conditions	Sep 13, 2019 4:03:01 AM CDT	Yes

[Return to Bid](#)





**From:** [Public Purchase](#)  
**To:** [Lisa Truax](#)  
**Subject:** Public Purchase - IFB #020-D - Facility Management Software Closed Notification  
**Date:** Monday, September 16, 2019 12:30:35 PM

---

Lisa Truax:

The bid IFB #020-D - Facility Management Software has closed on Sep 16, 2019 11:30:00 AM MDT

To see more details on this bid go to

<http://www.publicpurchase.com/gems/bid/bidView?bidId=115755>

Thank you for using Public Purchase.

MK= radvDxAvfu0C1khwkYBYeQ==

**Notifications Report**

**Agency**  
**Bid Number**  
**Bid Title**

**Association of Educational Purchasing Agencies**  
**020-D**  
**Facility Management Software**

Vendor Name	State	Invitation	Date	Email	Reason
2020vet	CA	Classification	2019-07-22 17:59:12	ecourtney@2020vet.com	Bid Notification
3Core Systems, Inc	IL	Classification	2019-07-22 17:59:12	navin.kandula@3coresystems.com	Bid Notification
4Quarks Intelligent Solution	00	Classification	2019-07-22 17:59:12	arun@4quarks.com	Bid Notification
5 Star Consulting Group, LLC	MD	Classification	2019-07-22 17:59:12	ldargin@5StarConsultingGrp.com	Bid Notification
ABB Enterprise Software	GA	Classification	2019-07-22 17:59:12	marie.giannangeli@us.abb.com	Bid Notification
Accenture	CA	Classification	2019-07-22 17:59:12	pavan.bhatnagar@gmail.com	Bid Notification
Access Sciences	TX	Classification	2019-07-22 17:59:12	mcoffee@accesssciences.com	Bid Notification
Accreon	MA	Classification	2019-07-22 17:59:12	doug.cassidy@me.com	Bid Notification
Accriemt	TX	Self Invited	2019-08-02 10:08:01	austin.bell@accruent.com	Addendum Notification
Accriemt	TX	Self Invited	2019-08-02 15:15:59	austin.bell@accruent.com	Bid Answer
Accriemt	TX	Self Invited	2019-08-15 13:22:15	austin.bell@accruent.com	Addendum Notification
Accriemt	TX	Self Invited	2019-09-10 09:57:09	austin.bell@accruent.com	Addendum Notification
Accriemt	TX	Self Invited	2019-09-13 12:50:05	austin.bell@accruent.com	Addendum Notification
Accruent	TX	Self Invited	2019-08-02 10:08:01	claire.larson@accruent.com	Addendum Notification
Accruent	TX	Self Invited	2019-08-02 15:15:59	claire.larson@accruent.com	Bid Answer
Accruent	TX	Self Invited	2019-08-15 13:22:15	claire.larson@accruent.com	Addendum Notification
Accruent	TX	Self Invited	2019-09-10 09:57:09	claire.larson@accruent.com	Addendum Notification
Accruent	TX	Self Invited	2019-09-13 12:50:05	claire.larson@accruent.com	Addendum Notification
Accruent LLC	TX	Classification	2019-07-22 17:59:12	david.p.tsung@accruent.com	Bid Notification
AccuImage, LLC	TN	Classification	2019-07-22 17:59:12	tom.beasley@accuimagellc.com	Bid Notification
Accuvant, Inc	CO	Classification	2019-07-22 17:59:12	jeff@accuvant.com	Bid Notification
Achilles Shield, Inc.	VA	Classification	2019-07-22 17:59:12	kevin.thomas@a-shield.com	Bid Notification
ACP CreativIT	IL	Classification	2019-07-22 17:59:12	jgrass@arlingtoncp.com	Bid Notification
ACS Landscape Management	GA	Self Invited	2019-08-02 10:08:01	joey@acslandscapemanagement.com	Addendum Notification
ACS Landscape Management	GA	Self Invited	2019-08-02 15:15:59	joey@acslandscapemanagement.com	Bid Answer
ACS Landscape Management	GA	Self Invited	2019-08-15 13:22:15	joey@acslandscapemanagement.com	Addendum Notification
ACS Landscape Management	GA	Self Invited	2019-09-10 09:57:09	joey@acslandscapemanagement.com	Addendum Notification
ACS Landscape Management	GA	Self Invited	2019-09-13 12:50:05	joey@acslandscapemanagement.com	Addendum Notification
Active Network, Inc.	CA	Classification	2019-07-22 17:59:12	allen.sliper@active.com	Bid Notification
Acumor	CA	Classification	2019-07-22 17:59:12	sam@acumor.com	Bid Notification
Acurus Solutions	CA	Classification	2019-07-22 17:59:12	art.hipwell@acurussolutions.com	Bid Notification
Add2Payroll Inc	NY	Classification	2019-07-22 17:59:12	rpf@techejobs.com	Bid Notification
Advanced Business Software, LLC	CA	Classification	2019-07-22 17:59:12	frieda@abs-sys.com	Bid Notification
Advanced Integrated Solutions, Inc. (AIS)	CA	Classification	2019-07-22 17:59:12	vrussell@aisconsulting.net	Bid Notification
Advanced MarketPlace	FL	Classification	2019-07-22 17:59:12	bsheridan@ampemail.com	Bid Notification
Advanced Personal Computing	TX	Classification	2019-07-22 17:59:12	brianc@liquidnetworkx.com	Bid Notification
Advanced Processing & Imaging, Inc.	FL	Classification	2019-07-22 17:59:12	lissets@aping.com	Bid Notification
Advance Systems Inc.	MA	Classification	2019-07-22 17:59:12	rob.parks@advancesystemsinc.com	Bid Notification
Advantage Engineers, LLC.	MD	Classification	2019-07-22 17:59:12	ADAdourian@AdvantageEngineers.com	Bid Notification
Advisian WorleyParsons	CA	Classification	2019-07-22 17:59:12	len.marino@advisian.com	Bid Notification
AECOM	CA	Classification	2019-07-22 17:59:12	michael.barge@aecom.com	Bid Notification
AECOM Hunt	TX	Classification	2019-07-22 17:59:12	laurel.ehsai@aecom.com	Bid Notification
Agilon, LLC	IA	Classification	2019-07-22 17:59:12	Amanda.Miller@MyAgilon.com	Bid Notification
Agosto	MN	Classification	2019-07-22 17:59:12	rj.marquez@agosto.com	Bid Notification
AGR, LLC	TX	Classification	2019-07-22 17:59:12	nblundell@agr-us.com	Bid Notification
AGS Data Systems	WI	Classification	2019-07-22 17:59:12	susanharder@gstars.com	Bid Notification
A & I Design	VA	Classification	2019-07-22 17:59:12	changsoo@aidesigndc.com	Bid Notification
Aileron Consulting LLC	VA	Classification	2019-07-22 17:59:12	publicpurchase@aileronconsulting.com	Bid Notification
Airborne Biometrics Group, Inc.	CA	Classification	2019-07-22 17:59:12	nick.baydaline@facefirst.com	Bid Notification
AkitaBox Inc.	WI	Classification	2019-07-22 17:59:12	jcason@akitabox.com	Bid Notification
AkitaBox Inc.	WI	Classification	2019-08-02 10:08:01	jlowe@akitabox.com	Addendum Notification
AkitaBox Inc.	WI	Classification	2019-08-02 15:15:59	jlowe@akitabox.com	Bid Answer
AkitaBox Inc.	WI	Classification	2019-08-15 13:22:15	jlowe@akitabox.com	Addendum Notification
AkitaBox Inc.	WI	Classification	2019-09-10 09:57:09	jlowe@akitabox.com	Addendum Notification
AkitaBox Inc.	WI	Classification	2019-09-13 12:50:05	jlowe@akitabox.com	Addendum Notification
Albert Kahn Associates, Inc.	MI	Classification	2019-07-22 17:59:12	chris.trupiano@akahn.com	Bid Notification
Albertson Consulting Inc	ND	Classification	2019-07-22 17:59:12	troy@ebigpicture.com	Bid Notification
Alcor Solutions Inc	CA	Classification	2019-07-22 17:59:12	rahul@alcortech.com	Bid Notification
Alcor Solutions Inc.	CA	Classification	2019-07-22 17:59:12	monisha@alcortech.com	Bid Notification
Allgress	CA	Classification	2019-07-22 17:59:12	dave.repine@allgress.com	Bid Notification
Allied Construction Industries	OH	Self Invited	2019-08-15 13:22:15	dwright@aci-construction.org	Addendum Notification
Allied Construction Industries	OH	Self Invited	2019-09-10 09:57:09	dwright@aci-construction.org	Addendum Notification
Allied Construction Industries	OH	Self Invited	2019-09-13 12:50:05	dwright@aci-construction.org	Addendum Notification
All Materials Construction LLC	TX	Classification	2019-07-22 17:59:12	estimating@allmaterialsconstructionllc.com	Bid Notification
Almond Consulting Group Inc	FL	Classification	2019-07-22 17:59:12	derrick.henry@almondconsulting.com	Bid Notification
Alpha Terra Engineering, Inc.	TX	Classification	2019-07-22 17:59:12	wcrist@atei97.com	Bid Notification

Altametrics, LLC	CA	Classification	2019-07-22 17:59:12	kwilliams@altametrics.com	Bid Notification
Altitype LLC	WY	Classification	2019-07-22 17:59:12	carter@altitype.com	Bid Notification
AMDEX	NY	Classification	2019-07-22 17:59:12	mchampion@amdex.com	Bid Notification
Ameresco Asset Sustainability Group, LLC	MA	Classification	2019-07-22 17:59:12	jpage@ameresco.com	Bid Notification
Ameresco, Inc.	MA	Classification	2019-07-22 17:59:12	ich@ameresco.com	Bid Notification
American Global Facility Services	CA	Classification	2019-07-22 17:59:12	KenMc@agfacilityservices.com	Bid Notification
Ammann & Whitney	FL	Classification	2019-07-22 17:59:12	rschindler@ammann-whitney.com	Bid Notification
AMX International, Inc.	ID	Classification	2019-07-22 17:59:12	cterry@amxinc.com	Bid Notification
Anthony Management Group LLC	MD	Classification	2019-07-22 17:59:12	enyinna.anthony@anthonymanagementgroup.com	Bid Notification
Anvaya Solutions, Inc.	CA	Classification	2019-07-22 17:59:12	shobha@anvayasolutions.com	Bid Notification
Aperture Education	SC	Classification	2019-07-22 17:59:12	kross@apertureed.com	Bid Notification
Apex Technology Management Inc	CA	Classification	2019-07-22 17:59:12	jgreeson@apex.com	Bid Notification
Apple Designs, Inc.	NC	Classification	2019-07-22 17:59:12	merhart@apple-designs.com	Bid Notification
Applications, Software, Technology Corporation	IL	Classification	2019-07-22 17:59:12	slee@astcorporation.com	Bid Notification
Applied Data Systems, Inc.	MN	Self Invited	2019-08-02 10:08:01	ericz@adsi-fm.com	Addendum Notification
Applied Data Systems, Inc.	MN	Self Invited	2019-08-02 15:15:59	ericz@adsi-fm.com	Bid Answer
Applied Data Systems, Inc.	MN	Self Invited	2019-08-15 13:22:15	ericz@adsi-fm.com	Addendum Notification
Applied Data Systems, Inc.	MN	Self Invited	2019-09-10 09:57:09	ericz@adsi-fm.com	Addendum Notification
Applied Data Systems, Inc.	MN	Self Invited	2019-09-13 12:50:05	ericz@adsi-fm.com	Addendum Notification
Applied Management Engineering, Inc.	VA	Classification	2019-07-22 17:59:12	doug@ameinc.biz	Bid Notification
Apptricity Corporation	TX	Classification	2019-07-22 17:59:12	dhowcroft@apptricity.com	Bid Notification
Aptude Inc.	IL	Classification	2019-07-22 17:59:12	salesteam@aptude.com	Bid Notification
Archetype Design Group, Inc.	KS	Classification	2019-07-22 17:59:12	jality@adgiaia.com	Bid Notification
Archibus, Inc.	MA	Classification	2019-07-22 17:59:12	jerry_mclean@archibus.com	Bid Notification
ARCHIBUS Inc	MA	Classification	2019-09-10 09:57:09	carly_bell@archibus.com	Addendum Notification
ARCHIBUS Inc	MA	Classification	2019-09-13 12:50:05	carly_bell@archibus.com	Addendum Notification
ARCHIBUS Inc	MA	Classification	2019-09-16 08:34:28	carly_bell@archibus.com	Bid Notification
architecture+	NY	Classification	2019-07-22 17:59:12	pittsf@aplususa.com	Bid Notification
ARCHITEXAS - Architecture, Planning and Historic Preservation, Inc.	TX	Classification	2019-07-22 17:59:12	esimon@architexas.com	Bid Notification
A.R.E. Network Solutions	CA	Classification	2019-07-22 17:59:12	ashish.engles@arenetsol.com	Bid Notification
Arête Technologies LLC	MD	Classification	2019-07-22 17:59:12	archna.gupta@aretetechinfo.com	Bid Notification
ArquitectonicaGEO	FL	Classification	2019-07-22 17:59:12	emills@arquitectonica.com	Bid Notification
Ascend Analytics	CO	Classification	2019-07-22 17:59:12	mfink@ascendanalytics.com	Bid Notification
Ashva Systems Inc	CA	Classification	2019-07-22 17:59:12	sgurramcjsforce@gmail.com	Bid Notification
AssetWorks Inc	PA	Classification	2019-07-22 17:59:12	lynn.sons@assetworks.com	Bid Notification
AssetWorks LLC	TX	Self Invited	2019-08-02 10:08:01	nancy.deline@assetworks.com	Addendum Notification
AssetWorks LLC	TX	Self Invited	2019-08-02 15:15:59	nancy.deline@assetworks.com	Bid Answer
AssetWorks LLC	TX	Self Invited	2019-08-15 13:22:15	nancy.deline@assetworks.com	Addendum Notification
AssetWorks LLC	TX	Self Invited	2019-09-10 09:57:09	nancy.deline@assetworks.com	Addendum Notification
AssetWorks LLC	TX	Self Invited	2019-09-13 12:50:05	nancy.deline@assetworks.com	Addendum Notification
Association Reserves	CA	Classification	2019-07-22 17:59:12	RNordlund@ReserveStudy.com	Bid Notification
Athena Software.net	ON	Classification	2019-07-22 17:59:12	diane@athenasoftware.net	Bid Notification
Atkins North America, Inc.	FL	Classification	2019-07-22 17:59:12	julie.forgione@atkinsglobal.com	Bid Notification
Atrix	NC	Classification	2019-07-22 17:59:12	wendy.chester@atrixgroup.com	Bid Notification
Audio Visual Innovations, Inc	FL	Classification	2019-07-22 17:59:12	bids@avispl.com	Bid Notification
Aurea	TX	Classification	2019-07-22 17:59:12	gus.garcia@aurea.com	Bid Notification
Aurigo Software Technologies Inc.	TX	Classification	2019-07-22 17:59:12	bids@aurigo.com	Bid Notification
Aurigo Software Technologies Inc.	TX	Classification	2019-08-02 10:08:01	bids@aurigo.com	Addendum Notification
Aurigo Software Technologies Inc.	TX	Classification	2019-08-02 15:15:59	bids@aurigo.com	Bid Answer
Aurigo Software Technologies Inc.	TX	Classification	2019-08-15 13:22:15	bids@aurigo.com	Addendum Notification
Aurigo Software Technologies Inc.	TX	Classification	2019-09-10 09:57:09	bids@aurigo.com	Addendum Notification
Aurigo Software Technologies Inc.	TX	Classification	2019-09-13 12:50:05	bids@aurigo.com	Addendum Notification
AVANT ACOUSTICS	KS	Classification	2019-07-22 17:59:12	notify@avantacoustics.com	Bid Notification
Avante Solutions, Inc.	IL	Classification	2019-07-22 17:59:12	mhawker@avantesolutions.com	Bid Notification
Avant Garde Solutions	GA	Classification	2019-07-22 17:59:12	dallas.holland@avantgardesolutions.net	Bid Notification
Avertra	VA	Classification	2019-07-22 17:59:12	dobrien@avertra.com	Bid Notification
Axiomatic	NH	Classification	2019-07-22 17:59:12	david@axiomnh.com	Bid Notification
Axiom IT Solutions	MT	Classification	2019-07-22 17:59:12	rfps@axiom4.com	Bid Notification
Axios Systems	VA	Classification	2019-07-22 17:59:12	brian.beck@axiossystems.com	Bid Notification
Ayers Electronic Systems	VA	Classification	2019-07-22 17:59:12	michelle@ae1.bz	Bid Notification
Ayres Associates Inc	WI	Classification	2019-07-22 17:59:12	PaquinT@AyresAssociates.com	Bid Notification
BAE Systems Applied Intelligence	MA	Classification	2019-07-22 17:59:12	bill.palmisano@baesystems.com	Bid Notification
Ballinger	PA	Classification	2019-08-16 12:41:06	jstruthers@ballinger.com	Bid Notification
Bal's LLC	CA	Classification	2019-07-22 17:59:12	karan@balsits.com	Bid Notification
Bara Infoware, Inc.	CA	Classification	2019-07-22 17:59:12	statebiz@barainfo.com	Bid Notification
Barbelo Group	WA	Classification	2019-07-22 17:59:12	charina.flores@barbelogroup.com	Bid Notification
Barr Engineering Company	MO	Classification	2019-07-22 17:59:12	rcampbell@barr.com	Bid Notification
Barrier Island Builder	FL	Classification	2019-07-22 17:59:12	barrierislandbuilder@gmail.com	Bid Notification
Bartlett & West	MO	Classification	2019-07-22 17:59:12	jim.ross@bartwest.com	Bid Notification
BDA Architecture	NM	Classification	2019-07-22 17:59:12	info@bdaarc.com	Bid Notification

Beacon Application Services Corporation	MA	Classification	2019-07-22 17:59:12	dambrose@beaconservices.com	Bid Notification
Bermello Ajamil & Partners, Inc.	FL	Classification	2019-07-22 17:59:12	Drusso@bermelloajamil.com	Bid Notification
Berners-Schober	WI	Classification	2019-07-22 17:59:12	juliot@bsagb.com	Bid Notification
Betis Group, Inc.	VA	Classification	2019-07-22 17:59:12	quotes@betis.com	Bid Notification
Better Direct	AZ	Classification	2019-07-22 17:59:12	jason@bdsewp.com	Bid Notification
Beyond Lucid Technologies, Inc.	CA	Classification	2019-07-22 17:59:12	jonathon.feit@beyondlucid.com	Bid Notification
Bezzotech	MN	Classification	2019-07-22 17:59:12	jclarkin@bezzotech.com	Bid Notification
BHP ENGINEERING & CONSTRUCTION LP	TX	Classification	2019-07-22 17:59:12	viki.pham@bhpeng.com	Bid Notification
BIAS Corporation	GA	Classification	2019-07-22 17:59:12	Jake.Hall@biascorp.com	Bid Notification
Biositu, LLC	TX	Classification	2019-07-22 17:59:12	adeleh@biositu.com	Bid Notification
Birkes Government Solutions	TX	Classification	2019-07-22 17:59:12	jeri@birkesgovsolutions.com	Bid Notification
Bissino Construction Co. Inc.	FL	Classification	2019-07-22 17:59:12	bissino@tampabay.rr.com	Bid Notification
BIT Direct	FL	Classification	2019-07-22 17:59:12	trish.mcguire@bitdirect.com	Bid Notification
Bitwise Industries	CA	Classification	2019-07-22 17:59:12	lbokaw@shift3tech.com	Bid Notification
Bitwise Industries	CA	Classification	2019-07-22 17:59:12	jprendergast@shift3tech.com	Bid Notification
Blackboard Inc.	DC	Classification	2019-07-22 17:59:12	tom.hippensteel@blackboard.com	Bid Notification
Black Creek Integrated Systems Corp.	AL	Classification	2019-07-22 17:59:12	dhogan@blackcreekisc.com	Bid Notification
Black Dog Publishing, LLC	FL	Classification	2019-07-22 17:59:12	charlie@reservereport.com	Bid Notification
Bleu Network Inc.	FL	Classification	2019-07-22 17:59:12	bespinosa@bleunetwork.com	Bid Notification
BLUEFIN LLC	CO	Classification	2019-07-22 17:59:12	marketing@bluefinllc.com	Bid Notification
Blue Ocean Consulting	KS	Classification	2019-07-22 17:59:12	terri.sallaz@1boc.com	Bid Notification
BlueTorch Network Solutions	FL	Classification	2019-07-22 17:59:12	rob@schooldesk.net	Bid Notification
BMC Software, Inc.	TX	Classification	2019-07-22 17:59:12	jeanpierre_trimarchi@bmc.com	Bid Notification
BNL Consulting LLC	MD	Classification	2019-07-22 17:59:12	sales@bnl-consulting.com	Bid Notification
Bodhtree Solutions Inc.	CA	Classification	2019-07-22 17:59:12	gov@bodhtree.com	Bid Notification
Bohlin Cywinski Jackson	WA	Classification	2019-07-22 17:59:12	jvarner@bcj.com	Bid Notification
BorderLAN Security	CA	Classification	2019-07-22 17:59:12	amanda@borderlan.com	Bid Notification
Borrelli + Partners, Inc.	FL	Classification	2019-07-22 17:59:12	JABorrelli@borrelliarchitects.com	Bid Notification
Brailsford & Dunlavey, Inc.	DC	Classification	2019-07-22 17:59:12	rrieth@programmanagers.com	Bid Notification
Brainchild	TX	Classification	2019-07-22 17:59:12	suzanne.pyburn@brainchild.com	Bid Notification
Brasco International, Inc.	MI	Classification	2019-07-22 17:59:12	sales@brasco.com	Bid Notification
BRG	TX	Classification	2019-07-22 17:59:12	andie.davis@brg.com	Bid Notification
BrightKey, Inc.	MD	Classification	2019-07-22 17:59:12	kdye@brightkey.net	Bid Notification
Brinkman Consulting Services	AZ	Classification	2019-07-22 17:59:12	BrinkmanConsulting@gmail.com	Bid Notification
BRPH Architects-Engineers	FL	Classification	2019-07-22 17:59:12	fmetz@brph.com	Bid Notification
BSOFT LLC	KS	Classification	2019-07-22 17:59:12	rebecca.michele@bsoftusa.com	Bid Notification
BTY	OH	Classification	2019-07-22 17:59:12	neelimajha@bty.com	Bid Notification
Building Technology Associates	MI	Classification	2019-07-22 17:59:12	pschreiber@btawww.com	Bid Notification
Burgeon IT Services LLC	NJ	Classification	2019-07-22 17:59:12	nanda@burgeonits.com	Bid Notification
Burgeon IT Services LLC	NJ	Classification	2019-08-02 10:08:01	nanda@burgeonits.com	Addendum Notification
Burgeon IT Services LLC	NJ	Classification	2019-08-02 15:15:59	nanda@burgeonits.com	Bid Answer
Burgeon IT Services LLC	NJ	Classification	2019-08-15 13:22:15	nanda@burgeonits.com	Addendum Notification
Burgeon IT Services LLC	NJ	Classification	2019-09-10 09:57:09	nanda@burgeonits.com	Addendum Notification
Burgeon IT Services LLC	NJ	Classification	2019-09-13 12:50:05	nanda@burgeonits.com	Addendum Notification
Burns & McDonnell	MO	Classification	2019-07-22 17:59:12	bmurray@burnsmcd.com	Bid Notification
Burns & McDonnell Engineering Company, Inc.	CA	Classification	2019-07-22 17:59:12	socalmarketing@burnsmcd.com	Bid Notification
BuzzClan LLC	TX	Classification	2019-07-22 17:59:12	sachin@buzzclan.com	Bid Notification
Byrne Software Technologies, Inc.	MO	Classification	2019-07-22 17:59:12	cat@byrnesoftware.com	Bid Notification
Cadan Computers	MN	Classification	2019-07-22 17:59:12	sales@cadan.com	Bid Notification
California Creative Solutions, Inc.	CA	Classification	2019-07-22 17:59:12	mbeprogram@ccsglobaltech.com	Bid Notification
Camino Information Services	TX	Classification	2019-07-22 17:59:12	kirk.gunkel@caminois.com	Bid Notification
CannonDesign	NY	Classification	2019-07-22 17:59:12	elotterer@cannondesign.com	Bid Notification
Capio Group	CA	Classification	2019-07-22 17:59:12	proposals@capio.group	Bid Notification
CAPLUCK, Inc	CA	Classification	2019-07-22 17:59:12	hkohan@cap60.com	Bid Notification
Caprock Custom Applications	TX	Classification	2019-07-22 17:59:12	Riley@caprockapps.com	Bid Notification
Capture Interactive LLC	CA	Classification	2019-07-22 17:59:12	jan@captureint.com	Bid Notification
Carahsoft Technology	VA	Classification	2019-07-22 17:59:12	Brian.King@carahsoft.com	Bid Notification
CareDirector USA LLC	VA	Classification	2019-07-22 17:59:12	smech@caredirectorssoftware.com	Bid Notification
Caseload	ON	Classification	2019-07-22 17:59:12	jkim@caseload.com	Bid Notification
Cask Technologies LLC	CA	Classification	2019-07-22 17:59:12	liz.mikos@caskllc.com	Bid Notification
Cask Technologies LLC	CA	Classification	2019-08-02 10:08:01	liz.mikos@caskllc.com	Addendum Notification
Cask Technologies LLC	CA	Classification	2019-08-02 15:15:59	liz.mikos@caskllc.com	Bid Answer
Cask Technologies LLC	CA	Classification	2019-08-15 13:22:15	liz.mikos@caskllc.com	Addendum Notification
Cask Technologies LLC	CA	Classification	2019-09-10 09:57:09	liz.mikos@caskllc.com	Addendum Notification
Cask Technologies LLC	CA	Classification	2019-09-13 12:50:05	liz.mikos@caskllc.com	Addendum Notification
Catalyst Consulting Group, Inc.	IL	Classification	2019-07-22 17:59:12	bidnotify@catconsult.com	Bid Notification
CDI Computers Corp	IL	Self Invited	2019-08-15 13:22:15	jhampden@cdicomputers.com	Addendum Notification
CDI Computers Corp	IL	Self Invited	2019-09-10 09:57:09	jhampden@cdicomputers.com	Addendum Notification
CDI Computers Corp	IL	Self Invited	2019-09-13 12:50:05	jhampden@cdicomputers.com	Addendum Notification
CDR Solutions	WA	Classification	2019-07-22 17:59:12	dean@cdr-solutions.com	Bid Notification
CDW Government LLC	IL	Classification	2019-07-22 17:59:12	bids@cdwg.com	Bid Notification
CDW Government LLC	IL	Classification	2019-08-02 10:08:01	bids@cdwg.com	Addendum Notification

CDW Government LLC	IL	Classification	2019-08-02 15:15:59	bids@cdwg.com	Bid Answer
CDW Government LLC	IL	Classification	2019-08-15 13:22:15	bids@cdwg.com	Addendum Notification
CDW Government LLC	IL	Classification	2019-09-10 09:57:09	bids@cdwg.com	Addendum Notification
CDW Government LLC	IL	Classification	2019-09-13 12:50:05	bids@cdwg.com	Addendum Notification
Celtic Energy	CT	Classification	2019-07-22 17:59:12	klavigne@celticenergy.com	Bid Notification
Centaman	IL	Classification	2019-07-22 17:59:12	maureen.welch@centaman.com	Bid Notification
Central Telecom Inc.	KS	Classification	2019-07-22 17:59:12	miles@cti-kc.com	Bid Notification
Centric Management Services, LLC	NM	Classification	2019-07-22 17:59:12	rickd@cmsemail.net	Bid Notification
Certified Data Center Design Group	CA	Classification	2019-07-22 17:59:12	mcantrell@cdcdg.com	Bid Notification
Cetaris	NC	Classification	2019-07-22 17:59:12	ldagostino@cetaris.com	Bid Notification
CGI	ON	Classification	2019-07-22 17:59:12	patrick.hart@cgi.com	Bid Notification
CGS TECHNOLOGY INC	OH	Classification	2019-07-22 17:59:12	fli@cgs4u.com	Bid Notification
CH2M HILL	AZ	Classification	2019-07-22 17:59:12	afreitas@ch2m.com	Bid Notification
Chase Global Services	NV	Classification	2019-07-22 17:59:12	amanda.yeager@chaseglobalservices.com	Bid Notification
Chaves Consulting, Inc.	OR	Classification	2019-07-22 17:59:12	marketing@chavesconsulting.com	Bid Notification
Checkpoint Services	TX	Classification	2019-07-22 17:59:12	sid.irwin@checkpnt.com	Bid Notification
CherryRoad Technologies Inc.	NJ	Classification	2019-07-22 17:59:12	proposals@cherryroad.com	Bid Notification
Cherwell software	CO	Classification	2019-07-22 17:59:12	joan.harrison@cherwell.com	Bid Notification
Christopher Carvell Architects, PC	CO	Classification	2019-07-22 17:59:12	chris@carvellarchitects.com	Bid Notification
Ciber, Inc.	CO	Classification	2019-07-22 17:59:12	jmusangu@ciber.com	Bid Notification
Circle Management Group Ltd.	NC	Classification	2019-07-22 17:59:12	laura@cmgconsultants.com	Bid Notification
Cirrus Group LLC	MI	Classification	2019-07-22 17:59:12	info@cirrusgroup.com	Bid Notification
City National Security Services, Inc.	CA	Classification	2019-07-22 17:59:12	ajay.kumar@Staffactory.com	Bid Notification
Civic Resource Group International	CA	Classification	2019-07-22 17:59:12	sales@civicresource.com	Bid Notification
CJIS GROUP	FL	Classification	2019-07-22 17:59:12	Region1@cjisgroup.com	Bid Notification
CJIS GROUP LLC	FL	Classification	2019-07-22 17:59:12	Kristina@cjisgroup.com	Bid Notification
CJIS GROUP LLC	FL	Classification	2019-08-02 10:08:01	region1@cjisgroup.com	Addendum Notification
CJIS GROUP LLC	FL	Classification	2019-08-02 15:15:59	region1@cjisgroup.com	Bid Answer
CJIS GROUP LLC	FL	Classification	2019-08-15 13:22:15	region1@cjisgroup.com	Addendum Notification
CJIS GROUP LLC	FL	Classification	2019-09-10 09:57:09	region1@cjisgroup.com	Addendum Notification
CJIS GROUP LLC	FL	Classification	2019-09-13 12:50:05	region1@cjisgroup.com	Addendum Notification
CLH International, Inc	AZ	Classification	2019-07-22 17:59:12	Evanf@clh.com	Bid Notification
Client Netwrok Services, Inc	MD	Classification	2019-07-22 17:59:12	creighton.carroll@cns-inc.com	Bid Notification
ClientTrack	UT	Classification	2019-07-22 17:59:12	Dbrown@clienttrack.com	Bid Notification
CloudBolt Software	MD	Classification	2019-07-22 17:59:12	Cthorp@cloudbolt.io	Bid Notification
CloudLanes	CA	Classification	2019-07-22 17:59:12	bobc@cloudlanes.com	Bid Notification
CloudRay Inc	NJ	Classification	2019-07-22 17:59:12	venkat@cloudrayinc.com	Bid Notification
Cloupid, Inc.	CA	Classification	2019-07-22 17:59:12	ryan@cloupid.com	Bid Notification
C.M. Architecture, P.A.	TX	Classification	2019-07-22 17:59:12	chaldeman@cmatx.com	Bid Notification
Coelho Consulting inc	PA	Classification	2019-07-22 17:59:12	jinu@coelhoconsulting.com	Bid Notification
Coelho Consulting Inc	PA	Classification	2019-07-22 17:59:12	gregcoelho@coelhoconsulting.com	Bid Notification
COGENT Infotech Corporation	PA	Classification	2019-08-06 14:42:06	Govt-Bids@cogentinfo.com	Bid Notification
Cognizant Technology Solutions	TX	Classification	2019-07-22 17:59:12	nilay.gandhi@cognizant.com	Bid Notification
Cognizant Technology Solutions	NJ	Classification	2019-07-22 17:59:12	alek.tenerowicz@cognizant.com	Bid Notification
Cogsdale Company Inc.	PE	Classification	2019-07-22 17:59:12	tmacrae@cogsdale.com	Bid Notification
Collection Solutions Software, Inc.	CA	Classification	2019-07-22 17:59:12	carlb@cssimpact.com	Bid Notification
Colossus, Incorporated	NC	Classification	2019-07-22 17:59:12	Margie.Fuchs@interact911.com	Bid Notification
CommunityForce, Inc	VA	Classification	2019-07-22 17:59:12	Daniel.ayala@communityforce.com	Bid Notification
COMPAREX USA	TX	Classification	2019-07-22 17:59:12	angelo.krakoff@comparexusa.com	Bid Notification
Complete Medical Solutions	LA	Classification	2019-07-22 17:59:12	nallen@doctornetwork.com	Bid Notification
Complete Tablet Solutions	TX	Classification	2019-07-22 17:59:12	lfisher@completetablet.com	Bid Notification
ComponentSource Inc.	GA	Classification	2019-07-22 17:59:12	lisap@componentsource.com	Bid Notification
CompQsoft	TX	Classification	2019-07-22 17:59:12	ramesh.s@compqsoft.com	Bid Notification
CompuCom Systems, Inc.	TX	Classification	2019-07-22 17:59:12	monte.hunter@compucom.com	Bid Notification
Computer Intelligence Association	MD	Classification	2019-07-22 17:59:12	olivia@ciacentral.com	Bid Notification
Computerized Facility Integration, LLC	MI	Classification	2019-07-22 17:59:12	kvento@gocfi.com	Bid Notification
Computer Network Designs	TX	Classification	2019-07-22 17:59:12	angelo@compuaces.com	Bid Notification
Computer Power Solutions of Illinois	IL	Classification	2019-07-22 17:59:12	michelle@cpsiltd.com	Bid Notification
Computer SI Corporation	CT	Classification	2019-07-22 17:59:12	marka@computersi.com	Bid Notification
Computer Square, Inc.	NJ	Classification	2019-07-22 17:59:12	jhanna@csitech.com	Bid Notification
Computer Technologies, Inc.	WI	Classification	2019-07-22 17:59:12	sue.stoner@ctiwi.com	Bid Notification
Computize	TX	Classification	2019-07-22 17:59:12	benni@computize.com	Bid Notification
Comtread, Inc	FL	Classification	2019-07-22 17:59:12	admin@comtread.com	Bid Notification
Conduent State & Local Solutions, Inc.	MD	Classification	2019-07-22 17:59:12	biddesk.fc-tlg@conduent.com	Bid Notification
ConfigureTek, Inc.	GA	Classification	2019-07-22 17:59:12	slake@configuretek.com	Bid Notification
Congruent Software Inc.	WA	Classification	2019-07-22 17:59:12	info@congruentsoft.com	Bid Notification
Conley Group, Inc.	TX	Classification	2019-07-22 17:59:12	kconley@conleygroup.com	Bid Notification
Connolly Architects	TX	Classification	2019-07-22 17:59:12	chris@connollyaia.com	Bid Notification
Connvertex Technologies, Inc.	UT	Classification	2019-07-22 17:59:12	sandeep.roy@connvertex.com	Bid Notification
Construction Data Systems, Inc.	CA	Classification	2019-07-22 17:59:12	tverboon@cdssm.com	Bid Notification
Construction Market Data	GA	Classification	2019-07-22 17:59:12	angela.catacutan@cmdgroup.com	Bid Notification
Contemporary Software Concepts of New Jersey, Inc.	NJ	Classification	2019-07-22 17:59:12	jflesch@consoftofnj.com	Bid Notification
Continuity Focus, Inc.	CA	Classification	2019-07-22 17:59:12	rwricker@gmail.com	Bid Notification

Cooper Robertson	NY	Classification	2019-07-22 17:59:12	bzwagerman@cooperrobertson.com	Bid Notification
CooverClark Architects	CO	Classification	2019-09-06 16:55:38	amandaclark@cooverclark.com	Bid Notification
Copperfasten Technologies	00	Classification	2019-07-22 17:59:12	cmadden@webtitan.com	Bid Notification
Corneli Systems, LLC	TX	Classification	2019-07-22 17:59:12	cordelia.nformi@cornelisystems.com	Bid Notification
cornerstone ondemand	CA	Classification	2019-07-22 17:59:12	sschwartz@csod.com	Bid Notification
CorSys Technology Group, Inc.	FL	Classification	2019-07-22 17:59:12	jason.cory@corsysinc.com	Bid Notification
CPAS Systems Inc.	ON	Classification	2019-07-22 17:59:12	jeanetteW@cpas.com	Bid Notification
Crayon Software Experts LLC	TX	Classification	2019-07-22 17:59:12	Greg.Landry@crayon.com	Bid Notification
CRB	CA	Classification	2019-07-22 17:59:12	karen.santoro@crbusa.com	Bid Notification
Creative Breakthroughs, Inc.	MI	Classification	2019-07-22 17:59:12	jsmith@cbihome.com	Bid Notification
Creosen LLC	VA	Classification	2019-07-22 17:59:12	sundar@creosen.com	Bid Notification
Critigen LLC	CO	Classification	2019-07-22 17:59:12	patricia.stuut@critigen.com	Bid Notification
CrossTec Corporation	FL	Classification	2019-07-22 17:59:12	michelle@crosstecsoftware.com	Bid Notification
CSDC Systems Inc.	TX	Classification	2019-07-22 17:59:12	sales@csdcsystems.com	Bid Notification
CSRA	VA	Classification	2019-07-22 17:59:12	david.beach@csra.com	Bid Notification
Curvature	CA	Classification	2019-07-22 17:59:12	cattig@curvature.com	Bid Notification
Customer Expressions Corporation	ON	Classification	2019-07-22 17:59:12	ifcner@i-Sight.com	Bid Notification
CW Professional Services LLC	MI	Classification	2019-09-09 17:13:28	fmaier@dminc.com	Bid Notification
CyberMetrics Corporation	AZ	Classification	2019-07-22 17:59:12	debbie@cybermetrics.com	Bid Notification
Cyberwatch Communication	CA	Classification	2019-07-22 17:59:12	tony@cyberwatch-security.com	Bid Notification
Cyret Technologies	VA	Classification	2019-07-22 17:59:12	ravi.thiagarajan@cyret.com	Bid Notification
D2L Ltd.	MD	Classification	2019-07-22 17:59:12	rpfsearch@d2l.com	Bid Notification
DakTech, Inc.	ND	Classification	2019-07-22 17:59:12	rsunram@daktech.com	Bid Notification
Dan Ionescu Architects & Planners	CA	Classification	2019-07-22 17:59:12	haley@diap.com	Bid Notification
Database Development Services, Inc	IN	Classification	2019-07-22 17:59:12	accounting@dbservices.com	Bid Notification
Database Development Services, Inc	IN	Classification	2019-08-02 10:08:01	accounting@dbservices.com	Addendum Notification
Database Development Services, Inc	IN	Classification	2019-08-02 15:15:59	accounting@dbservices.com	Bid Answer
Database Development Services, Inc	IN	Classification	2019-08-15 13:22:15	accounting@dbservices.com	Addendum Notification
Database Development Services, Inc	IN	Classification	2019-09-10 09:57:09	accounting@dbservices.com	Addendum Notification
Database Development Services, Inc	IN	Classification	2019-09-13 12:50:05	accounting@dbservices.com	Addendum Notification
Data Foundry	TX	Classification	2019-07-22 17:59:12	jamie@datafoundry.com	Bid Notification
DataPoint Solutions	MD	Classification	2019-07-22 17:59:12	dgreger@datapointconsulting.com	Bid Notification
Dataskill, Inc.	CA	Classification	2019-07-22 17:59:12	paugustus@dataskill.com	Bid Notification
DataSkill, Inc.	CA	Classification	2019-07-22 17:59:12	ccoleman@dataskill.com	Bid Notification
Data Synergy UK Ltd	00	Classification	2019-07-22 17:59:12	sales@datasynergy.co.uk	Bid Notification
Datatech SmartSoft	CA	Classification	2019-07-22 17:59:12	susans@smartsoftusa.com	Bid Notification
dataVoice International Inc.	TX	Classification	2019-07-22 17:59:12	russ@datavoicent.com	Bid Notification
DataWalk, Inc.	CA	Classification	2019-07-22 17:59:12	cindi.bierwerth@datawalk.com	Bid Notification
David Whiteman Enterprises LLC	TX	Classification	2019-07-22 17:59:12	david@dwtech.co	Bid Notification
Davis Brody Bond	NY	Classification	2019-07-22 17:59:12	jojeda@davisbrody.com	Bid Notification
Davis Partnership Architects	CO	Classification	2019-07-22 17:59:12	virginia.ramirez@davispartnership.com	Bid Notification
DCO Energy, LLC	NJ	Classification	2019-07-22 17:59:12	ijwohl@dcoenergy.com	Bid Notification
DeBra-Kuempel	OH	Classification	2019-07-22 17:59:12	dkcommissioning@dkemcor.com	Bid Notification
Delasoft	DE	Classification	2019-07-22 17:59:12	statebids@delasoft.com	Bid Notification
Dell	TX	Classification	2019-08-26 14:55:53	Chriskwmak94@gmail.com	Bid Notification
Dell	TX	Classification	2019-09-10 09:57:09	Chriskwmak94@gmail.com	Addendum Notification
Dell	TX	Classification	2019-09-13 12:50:05	Chriskwmak94@gmail.com	Addendum Notification
Dell Boomi	PA	Classification	2019-07-22 17:59:12	douglas_aoyama@dell.com	Bid Notification
Delta Development Group, Inc.	PA	Classification	2019-07-22 17:59:12	jbytof@deltaone.com	Bid Notification
DELVIOM, LLC	VA	Classification	2019-07-22 17:59:12	info@delviom.com	Bid Notification
Denovo Ventures, LLC	CO	Classification	2019-07-22 17:59:12	cterry@denovo-us.com	Bid Notification
DesertMicro	FL	Classification	2019-07-22 17:59:12	katgeg@desertmicro.net	Bid Notification
DESMAN, Inc.	NY	Classification	2019-07-22 17:59:12	1koleary@desman.com	Bid Notification
Dewberry	CA	Classification	2019-07-22 17:59:12	jaguiar@dewberry.com	Bid Notification
DeWild Grant Reckert and Associates Company	IA	Classification	2019-07-22 17:59:12	chad.rasmussen@dgr.com	Bid Notification
DFW Consulting Group	TX	Classification	2019-07-22 17:59:12	mgeraci@dfwcgi.com	Bid Notification
Digital Hands	FL	Classification	2019-07-22 17:59:12	kkrymski@digitalhands.com	Bid Notification
DILYTICS INC	CA	Classification	2019-07-22 17:59:12	publicsector@dilytics.com	Bid Notification
Dimension Data	NC	Classification	2019-07-22 17:59:12	denise.ruiz@dimensiondata.com	Bid Notification
Diona	TX	Classification	2019-07-22 17:59:12	diona@diona.com	Bid Notification
Diona (US) Inc	TX	Classification	2019-07-22 17:59:12	paul.daniels@diona.com	Bid Notification
Direct Technology	CA	Classification	2019-07-22 17:59:12	govsolutions@directtechnology.com	Bid Notification
Direct Technology	CA	Classification	2019-07-22 17:59:12	mginsbach@directtechnology.com	Bid Notification
Direct Technology Group	FL	Classification	2019-07-22 17:59:12	mikeo@directtechnologygroup.com	Bid Notification
Discount Two-Way Radio	CA	Self Invited	2019-08-02 10:08:01	govsales@dtwr.com	Addendum Notification
Discount Two-Way Radio	CA	Self Invited	2019-08-02 15:15:59	govsales@dtwr.com	Bid Answer
Discount Two-Way Radio	CA	Self Invited	2019-08-15 13:22:15	govsales@dtwr.com	Addendum Notification
Discount Two-Way Radio	CA	Self Invited	2019-09-10 09:57:09	govsales@dtwr.com	Addendum Notification
Discount Two-Way Radio	CA	Self Invited	2019-09-13 12:50:05	govsales@dtwr.com	Addendum Notification
Diskovery Educational Systems	FL	Classification	2019-07-22 17:59:12	dan@diskovery.com	Bid Notification
DISYS Solutions, Inc	VA	Classification	2019-07-22 17:59:12	txbids@disyssolutions.com	Bid Notification
DLR Group	WA	Classification	2019-07-22 17:59:12	lcoppenrath@dlrgroup.com	Bid Notification
DLT Solutions LLC	GA	Classification	2019-07-22 17:59:12	scott.shane@dlt.com	Bid Notification
DLZ Michigan, Inc.	MI	Classification	2019-07-22 17:59:12	detroit@dlz.com	Bid Notification

Donald MacDonald Architects	CA	Classification	2019-07-22 17:59:12	dmd@dmdarch.com	Bid Notification
DoxTek, Inc.	UT	Classification	2019-07-22 17:59:12	dtaylor@doptek.com	Bid Notification
D.R. McNatty & Associates	CA	Classification	2019-07-22 17:59:12	sales@drmcnatty.com	Bid Notification
Dude Solutions, Inc.	NC	Classification	2019-07-22 17:59:12	mbuchanan@schooldude.com	Bid Notification
Dude Solutions, Inc.	NC	Classification	2019-08-02 10:08:01	mbuchanan@schooldude.com	Addendum Notification
Dude Solutions, Inc.	NC	Classification	2019-08-02 15:15:59	mbuchanan@schooldude.com	Bid Answer
Dude Solutions, Inc.	NC	Classification	2019-08-15 13:22:15	rfp@dudesolutions.com	Addendum Notification
Dude Solutions, Inc.	NC	Classification	2019-09-10 09:57:09	rfp@dudesolutions.com	Addendum Notification
Dude Solutions, Inc.	NC	Classification	2019-09-13 12:50:05	rfp@dudesolutions.com	Addendum Notification
Dulles Technology Partners Inc	VA	Classification	2019-07-22 17:59:12	tom.nyilasi@dullestech.com	Bid Notification
DuraTech USA, Inc	CA	Classification	2019-07-22 17:59:12	MTrevino@DuraTechUSA.com	Bid Notification
DVBE Connect, Inc	CA	Classification	2019-07-22 17:59:12	proposals@dvbeconnect.com	Bid Notification
DVBE Connect, Inc	CA	Classification	2019-08-02 10:08:01	proposals@dvbeconnect.com	Addendum Notification
DVBE Connect, Inc	CA	Classification	2019-08-02 15:15:59	proposals@dvbeconnect.com	Bid Answer
DVBE Connect, Inc	CA	Classification	2019-08-15 13:22:15	proposals@dvbeconnect.com	Addendum Notification
DVBE Connect, Inc	CA	Classification	2019-09-10 09:57:09	proposals@dvbeconnect.com	Addendum Notification
DVBE Connect, Inc	CA	Classification	2019-09-13 12:50:05	proposals@dvbeconnect.com	Addendum Notification
DWH Systems Inc	NJ	Classification	2019-07-22 17:59:12	chiru@dwhsystems.com	Bid Notification
DY Tek	MO	Classification	2019-07-22 17:59:12	shane@doynetek.com	Bid Notification
ea Consulting Inc	CA	Classification	2019-07-22 17:59:12	bid@ea-inc.com	Bid Notification
EA Engineering, Science, and Technology, Inc., PBC	MD	Classification	2019-07-22 17:59:12	mrock@east.com	Bid Notification
EAGLEFORCE ASSOCIATES INC	VA	Classification	2019-07-22 17:59:12	stanley.campbell@theeagleforce.net	Bid Notification
ECB Enterprises	UT	Classification	2019-07-22 17:59:12	ecbenterprisesllc@gmail.com	Bid Notification
Eccentex Corporation	CA	Classification	2019-07-22 17:59:12	TSherman@eccentex.com	Bid Notification
eCIFM Solutions Inc.	CA	Classification	2019-07-22 17:59:12	annmarie@ecifm.com	Bid Notification
eCIFM Solutions Inc.	CA	Classification	2019-09-05 17:34:38	ken.janes@ecifm.com	Bid Notification
eCIFM Solutions Inc.	CA	Classification	2019-09-10 09:57:09	ken.janes@ecifm.com	Addendum Notification
eCIFM Solutions Inc.	CA	Classification	2019-09-13 12:50:05	ken.janes@ecifm.com	Addendum Notification
Eclat Integrated Software Solutions, Inc	TX	Classification	2019-07-22 17:59:12	johng@eclatiss.com	Bid Notification
ecoFILE	CA	Classification	2019-07-22 17:59:12	sheila@ecofilecorp.com	Bid Notification
Ecology and Environment, Inc.	NY	Classification	2019-07-22 17:59:12	adehn@ene.com	Bid Notification
EDAC Systems, Inc.	VA	Classification	2019-07-22 17:59:12	gblevins@edacsystems.com	Bid Notification
Edifecs, Inc.	WA	Classification	2019-07-22 17:59:12	suat@edifecs.com	Bid Notification
Efi's Discount Computers	CA	Classification	2019-07-22 17:59:12	efi@edcsystem.com	Bid Notification
EGB Systems & Solutions Inc	CT	Classification	2019-07-22 17:59:12	support_gov@egbsystems.com	Bid Notification
EgressONE Corporation	TX	Classification	2019-07-22 17:59:12	taniame@egressone.com	Bid Notification
EIS Technologies	GA	Classification	2019-07-22 17:59:12	herbert.roy@eistech.com	Bid Notification
Element Four	MI	Classification	2019-07-22 17:59:12	Ben.Stratton@element-4.com	Bid Notification
Elixir Lab USA Inc	VA	Classification	2019-07-22 17:59:12	bids@cardinality.ai	Bid Notification
Ellana, Inc.	NY	Classification	2019-07-22 17:59:12	info@ellana.net	Bid Notification
Emgence Technologies	CA	Classification	2019-07-22 17:59:12	sjohnson@emgence.com	Bid Notification
Emgence Technologies	CA	Classification	2019-07-22 17:59:12	amather@emgence.com	Bid Notification
Empire Unmanned, LLC	ID	Classification	2019-07-22 17:59:12	colleenh@empireunmanned.com	Bid Notification
EMR-Inc.	KS	Classification	2019-07-22 17:59:12	bcork@emr-inc.com	Bid Notification
emsCharts	PA	Classification	2019-07-22 17:59:12	ghoward@emscharts.com	Bid Notification
Emtec, Inc.	NJ	Classification	2019-07-22 17:59:12	usarfp@emtecinc.com	Bid Notification
Energyneering Solutions Inc.	OR	Classification	2019-07-22 17:59:12	scummings@energyneeringsolutions.com	Bid Notification
enfoTech & Consulting, Inc.	NJ	Classification	2019-07-22 17:59:12	tony_jeng@enfotech.com	Bid Notification
Engberg Anderson, Inc.	AZ	Classification	2019-07-22 17:59:12	billw@engberganderson.com	Bid Notification
Engineering Associates, LLC	GA	Classification	2019-07-22 17:59:12	awilson@engineeringassociates.com	Bid Notification
Engineering Software and Network Services	VA	Classification	2019-07-22 17:59:12	Gloria.Mckinney@esnsr.com	Bid Notification
Engineers and Architects PC	ND	Classification	2019-07-22 17:59:12	bruce.ogden@eapc.net	Bid Notification
EnGraph Software	KS	Classification	2019-07-22 17:59:12	kyle@engraph.com	Bid Notification
Ennead Architects	NY	Classification	2019-07-22 17:59:12	cestanislao@ennead.com	Bid Notification
Ennead Architects LLP	NY	Classification	2019-07-22 17:59:12	marketinglogins@ennead.com	Bid Notification
En Pointe Technologies Sales LLC	CA	Classification	2019-07-22 17:59:12	bidteam@enpointe.com	Bid Notification
Enterprise Data Solutions, Inc	VA	Classification	2019-07-22 17:59:12	eddy.conceicao@eds-us.com	Bid Notification
Enterprise Pals, Inc.	KS	Classification	2019-07-22 17:59:12	contracting@enterprisepals.com	Bid Notification
Enterprise Software solutions	KS	Classification	2019-07-22 17:59:12	info@essolutions.us	Bid Notification
Epic Engineering and Consulting Group, LLC	FL	Classification	2019-07-22 17:59:12	oliver@epicgroupllc.com	Bid Notification
EPLAN INC.	CA	Classification	2019-07-22 17:59:12	smhooper@eplansoft.com	Bid Notification
epm solutions, llc	CA	Classification	2019-07-22 17:59:12	gwinterhalter@epmsolutions.com	Bid Notification
epm solutions, llc	CA	Classification	2019-08-02 10:08:01	gwinterhalter@epmsolutions.com	Addendum Notification
epm solutions, llc	CA	Classification	2019-08-02 15:15:59	gwinterhalter@epmsolutions.com	Bid Answer
epm solutions, llc	CA	Classification	2019-08-15 13:22:15	gwinterhalter@epmsolutions.com	Addendum Notification
epm solutions, llc	CA	Classification	2019-09-10 09:57:09	gwinterhalter@epmsolutions.com	Addendum Notification
epm solutions, llc	CA	Classification	2019-09-13 12:50:05	gwinterhalter@epmsolutions.com	Addendum Notification
erepublic	CA	Classification	2019-07-22 17:59:12	bidwatch@centerdigitalgov.com	Bid Notification
ERP Analysts	OH	Classification	2019-07-22 17:59:12	csackmann@erpanalysts.com	Bid Notification
ERP Analysts Inc	OH	Classification	2019-07-22 17:59:12	harsha@erpanalysts.com	Bid Notification
ERP Analysts, Inc.	OH	Classification	2019-07-22 17:59:12	ryengoti@erpanalysts.com	Bid Notification

eSCRIBE Software Ltd.	NY	Classification	2019-07-22 17:59:12	rfp@escribemeetings.com	Bid Notification
EST Group, LLC	TX	Classification	2019-07-22 17:59:12	mhanna@est-grp.com	Bid Notification
Etairos Corp. dba Western Data	CA	Classification	2019-07-22 17:59:12	mtaylor@westerndata.net	Bid Notification
Etica, Inc.	CA	Classification	2019-07-22 17:59:12	contracts@eticainc.com	Bid Notification
EVI Mobil-Link	TX	Classification	2019-07-22 17:59:12	dcr@mobil-link.net	Bid Notification
E W Wells Group	TX	Classification	2019-07-22 17:59:12	trisa.farrish@wellsgroup.us	Bid Notification
eXcell, a division of CompuCom Systems, Inc.	WA	Classification	2019-07-22 17:59:12	Carolynne.Joyce@excell.com	Bid Notification
ExecuTime Software	OK	Classification	2019-07-22 17:59:12	tami.bates@executime.com	Bid Notification
ExecuTime Software LLC	OK	Classification	2019-07-22 17:59:12	christa@executime.net	Bid Notification
Executive Management Services, Inc.	IN	Classification	2019-07-22 17:59:12	WPENZES@EMSINC.COM	Bid Notification
EXIT 123C, LLC	CA	Classification	2019-07-22 17:59:12	gavin.rosenberg@exit123c.com	Bid Notification
Expert Micro Systems, Incorporated	OH	Classification	2019-07-22 17:59:12	peco5460@sbcglobal.net	Bid Notification
Facilities Management eXpress, LLC	OH	Classification	2019-07-22 17:59:12	allison.mcgillivray@gofmx.com	Bid Notification
Facility Engineering Associates	TX	Classification	2019-07-22 17:59:12	grant@feapc.com	Bid Notification
Facility Engineering Associates	VA	Classification	2019-07-22 17:59:12	scott.higgins@feapc.com	Bid Notification
Facility Service Group	FL	Classification	2019-07-22 17:59:12	Sales@fsservicesinc.com	Bid Notification
Fagen Inc.	MN	Classification	2019-07-22 17:59:12	emcrae@fageninc.com	Bid Notification
FEH Associates Inc.	IA	Classification	2019-07-22 17:59:12	dennys@fehdm.com	Bid Notification
Feng Corporation	TX	Classification	2019-07-22 17:59:12	james.decker@fengoffice.com	Bid Notification
Fico	VA	Classification	2019-07-22 17:59:12	lavernedailey@fico.com	Bid Notification
Fields Consulting Services Inc.	CA	Classification	2019-07-22 17:59:12	tim@fields-consulting-services.com	Bid Notification
Fig Leaf Software, Inc.	DC	Classification	2019-07-22 17:59:12	dsaumweber@figleaf.com	Bid Notification
Finnegan Erickson Associates	NV	Classification	2019-07-22 17:59:12	fea@fealasvegas.com	Bid Notification
FireFly Computers	MN	Classification	2019-07-22 17:59:12	contracts@fireflycomputers.com	Bid Notification
First Call	MO	Classification	2019-07-22 17:59:12	bschloegel@firstcallkc.org	Bid Notification
Five Points Technology Group, Inc.	FL	Classification	2019-07-22 17:59:12	john.ford@fiveptg.com	Bid Notification
Fleetmatics USA, LLC	MA	Classification	2019-07-22 17:59:12	daniel.mcelaney@fleetmatics.com	Bid Notification
Fletcher & Fletcher	FL	Classification	2019-07-22 17:59:12	dfletcher@fletcherandfletcher.com	Bid Notification
Flycast Partners, Inc	TX	Classification	2019-07-22 17:59:12	kim.gagnon@flycastpartners.com	Bid Notification
Flycast Partners Incorporated	TX	Classification	2019-07-22 17:59:12	martin.aube@flycastpartners.com	Bid Notification
FM:Systems	NC	Self Invited	2019-08-02 10:08:01	mhartley@fmsystems.com	Addendum Notification
FM:Systems	NC	Self Invited	2019-08-02 15:15:59	mhartley@fmsystems.com	Bid Answer
FM:Systems	NC	Self Invited	2019-08-15 13:22:15	mhartley@fmsystems.com	Addendum Notification
FM:Systems	NC	Self Invited	2019-09-10 09:57:09	mhartley@fmsystems.com	Addendum Notification
FM:Systems	NC	Self Invited	2019-09-13 12:50:05	mhartley@fmsystems.com	Addendum Notification
Follett School Solutions, Inc.	IL	Classification	2019-07-22 17:59:12	fssbidadmin@follett.com	Bid Notification
Forum Studio	MO	Classification	2019-07-22 17:59:12	maranzanam@forumstudio.com	Bid Notification
FourFront Design, Inc.	SD	Classification	2019-07-22 17:59:12	kay.archbold@fourfrontdesign.com	Bid Notification
FourFront Design, Inc.	SD	Classification	2019-07-22 17:59:12	karchbold@4front.biz	Bid Notification
Four Winds Interactive	CO	Classification	2019-07-22 17:59:12	rfp@fourwindsinteractive.com	Bid Notification
FreeBalance, Inc	DC	Classification	2019-07-22 17:59:12	hle@freebalance.com	Bid Notification
Fruition Partners, Inc.	IL	Classification	2019-07-22 17:59:12	SalesOps@FruitionPartners.com	Bid Notification
fs3 Hodges	CA	Classification	2019-07-22 17:59:12	garrett@fs3h.com	Bid Notification
Fulcrum Digital	NJ	Classification	2019-07-22 17:59:12	nolan_gilbert@fulcrumdigital.com	Bid Notification
Fuse IQ, Inc.	WA	Classification	2019-07-22 17:59:12	joel@fuseiq.com	Bid Notification
FYA Construction	WI	Classification	2019-07-22 17:59:12	fya.construction@gmail.com	Bid Notification
Gannett Fleming, Inc.	PA	Classification	2019-07-22 17:59:12	jhammaker@gfnet.com	Bid Notification
Garza Architects, Inc.	TX	Classification	2019-07-22 17:59:12	igarza@garzaarchitects.com	Bid Notification
GBS Corp	OH	Classification	2019-07-22 17:59:12	mattr@gbscorp.com	Bid Notification
Genesis Technology Solutions, Inc.	CT	Classification	2019-07-22 17:59:12	RDaljeet@GenesisSolutions.com	Bid Notification
Gensler	CA	Classification	2019-07-22 17:59:12	kelly_benjamin@gensler.com	Bid Notification
GHA Technologies, Inc	AZ	Classification	2019-07-22 17:59:12	derrick.luther@gha-technologies.com	Bid Notification
GHA Technologies, Inc.	TX	Classification	2019-07-22 17:59:12	kirk.gunkel@gha-associates.com	Bid Notification
GleedsUSA	TX	Classification	2019-07-22 17:59:12	ruben.rodriguez@gleedsusa.com	Bid Notification
GLMV Architecture, Inc.	MO	Classification	2019-07-22 17:59:12	paul.michell@glmv.com	Bid Notification
Global Computers and Networks	TX	Classification	2019-07-22 17:59:12	dpereira@go2gcn.com	Bid Notification
Global Computer Supplies, Inc.	NJ	Classification	2019-07-22 17:59:12	tvanduyne@globalcomputer.com	Bid Notification
GlobalStar Consulting, LLC	TX	Classification	2019-07-22 17:59:12	dd@globalstarconsulting.com	Bid Notification
Global Vision Technologies, Inc.	MO	Classification	2019-07-22 17:59:12	george.ritacco@gvt.me	Bid Notification
Global Visse INC	FL	Classification	2019-07-22 17:59:12	sonjaymehta@globalvisseinc.com	Bid Notification
GlobeCom Technologies, Inc.	OH	Classification	2019-07-22 17:59:12	gary@globecomtechnologies.com	Bid Notification
Glogou Inc.	CA	Classification	2019-07-22 17:59:12	helen@glogou.com	Bid Notification
Goody Clancy	MA	Classification	2019-07-22 17:59:12	kate.murphy@goodyclancy.com	Bid Notification
Gould Evans Associates, LC	MO	Classification	2019-07-22 17:59:12	carol.martin@gouldevans.com	Bid Notification
GovConnection, Inc.	NH	Classification	2019-07-22 17:59:12	AHinojosa@govconnection.com	Bid Notification
GOV GROUP	CA	Classification	2019-07-22 17:59:12	andy@govgroup.com	Bid Notification
GOVJET, LLC	CA	Classification	2019-07-22 17:59:12	kameron.militano@govjet.us	Bid Notification
Grable Services LLC	FL	Classification	2019-07-22 17:59:12	shannon.weimar@grableservices.com	Bid Notification
Granicus, Inc.	CA	Classification	2019-07-22 17:59:12	alison.pryor@granicus.com	Bid Notification
Grant Thornton LLP	PA	Classification	2019-07-22 17:59:12	mark.mcglenn@us.gt.com	Bid Notification
GRM Information Management Services, Inc	AZ	Classification	2019-07-22 17:59:12	sleichtman@visualvault.com	Bid Notification
Group 4 Architecture	CA	Classification	2019-07-22 17:59:12	jbiteng@g4arch.com	Bid Notification



Group 4 Architecture Research + Planning, Inc.	CA	Classification	2019-07-22 17:59:12	dschnee@g4arch.com	Bid Notification
GSB, Inc.	OK	Classification	2019-07-22 17:59:12	kazzarello@gsb-inc.com	Bid Notification
Gtechna	QC	Classification	2019-07-22 17:59:12	pierre.lamoureux@gtechna.com	Bid Notification
H3 Studio, Inc.	MO	Classification	2019-07-22 17:59:12	h3studio@h3studio.com	Bid Notification
Haag 3D Solutions, LLC	TX	Classification	2019-07-22 17:59:12	larnold@haagglobal.com	Bid Notification
Harrington Resources, LLC	FL	Classification	2019-07-22 17:59:12	jeff@parkersystemsplace.com	Bid Notification
Harris, Mackessy & Brennan, Inc	OH	Classification	2019-07-22 17:59:12	procurement@hmbnet.com	Bid Notification
Hastings+Chivetta Architects, Inc	MO	Classification	2019-07-22 17:59:12	marketing@hcarchitects.com	Bid Notification
Hawaii Information Consortium, LLC	HI	Classification	2019-07-22 17:59:12	russell@egov.com	Bid Notification
HBP of San Diego	CA	Classification	2019-07-22 17:59:12	info@hersheytech.com	Bid Notification
HDR Architecture Inc.	CO	Classification	2019-07-22 17:59:12	tabatha.walter@hdrinc.com	Bid Notification
HealthTap	CA	Classification	2019-07-22 17:59:12	michael.nichols@healthtap.com	Bid Notification
HEIGHT	CA	Classification	2019-07-22 17:59:12	patrick@height.la	Bid Notification
Helix Business Solutions, LLC	TN	Classification	2019-07-22 17:59:12	publicsector@helixmail.com	Bid Notification
Hertz Research	CA	Classification	2019-07-22 17:59:12	rich@hertzresearch.com	Bid Notification
HiEd Inc	TX	Classification	2019-07-22 17:59:12	benniemi@hied.com	Bid Notification
Highstreet IT Solutions	CO	Classification	2019-07-22 17:59:12	scott.frock@highstreetit.com	Bid Notification
Hill International, Inc.	FL	Classification	2019-07-22 17:59:12	christopherbermingham@hillintl.com	Bid Notification
Hill International, Inc.	WA	Classification	2019-07-22 17:59:12	GreogyHeinz@hillintl.com	Bid Notification
Hilwell	TX	Classification	2019-07-22 17:59:12	sandra@hilwell.com	Bid Notification
Hitech Systems, Inc.DBA Pulsiam	CA	Classification	2019-07-22 17:59:12	hunger@hitech.com	Bid Notification
Hoar Program Management, LLC	AL	Classification	2019-07-22 17:59:12	enemec@hpmleadership.com	Bid Notification
HOK	DC	Classification	2019-07-22 17:59:12	pamela.pryor@hok.com	Bid Notification
HOK	IL	Classification	2019-09-06 10:34:38	leila.ray@hok.com	Bid Notification
HOK	MO	Classification	2019-07-22 17:59:12	jill.davis@hok.com	Bid Notification
HOK	MO	Classification	2019-07-22 17:59:12	paul.whitson@hok.com	Bid Notification
Holbrook Asphalt	UT	Classification	2019-07-22 17:59:12	aaron@holbrookasphalt.com	Bid Notification
Honeywell	NC	Classification	2019-07-22 17:59:12	tony.burge@honeywell.com	Bid Notification
Howard Industries, Inc.	MS	Classification	2019-07-22 17:59:12	bids@howardcomputers.com	Bid Notification
Howard-Revis Design Services	DC	Classification	2019-07-22 17:59:12	tracy@howardrevis.com	Bid Notification
Hub City Media, Inc.	NJ	Classification	2019-07-22 17:59:12	bobm@hubcitymedia.com	Bid Notification
Huntington Business Systems Inc.	NY	Classification	2019-07-22 17:59:12	michael.robinson@hbscorp.com	Bid Notification
HyperGen Inc.	VA	Classification	2019-07-22 17:59:12	sales@hypergeninc.com	Bid Notification
Hypertec USA, Inc.	AZ	Classification	2019-07-22 17:59:12	mbradley@hypertecdirect.com	Bid Notification
IBM	VA	Classification	2019-07-22 17:59:12	rod.delcerro@ibm.com	Bid Notification
iboss, Inc.	CA	Classification	2019-07-22 17:59:12	eddie.kim@iboss.com	Bid Notification
iCompass Technologies Inc.	BC	Classification	2019-07-22 17:59:12	marketing@icompassstech.com	Bid Notification
IDEA ENTITY CORPORATION	WA	Classification	2019-07-22 17:59:12	madhup@ideaentity.com	Bid Notification
Ideal ERP, LLC	FL	Classification	2019-07-22 17:59:12	jeff.mutschler@ideal-erp.com	Bid Notification
Ideata Inc.	00	Classification	2019-07-22 17:59:12	pranjal@ideata-analytics.com	Bid Notification
Identity Automation	TX	Classification	2019-07-22 17:59:12	jbyerly@identityautomation.com	Bid Notification
Idera Inc	TX	Classification	2019-07-22 17:59:12	ricky.garcia@idera.com	Bid Notification
IFS	IL	Classification	2019-07-22 17:59:12	kris.eyre@ifsworld.com	Bid Notification
Igxglobal Corp.	CT	Classification	2019-07-22 17:59:12	cmcnw@igxglobal.com	Bid Notification
IHCS, Inc	FL	Self Invited	2019-08-02 10:08:01	callen@mavenasset.com	Addendum Notification
IHCS, Inc	FL	Self Invited	2019-08-02 15:15:59	callen@mavenasset.com	Bid Answer
IHCS, Inc	FL	Self Invited	2019-08-15 13:22:15	callen@mavenasset.com	Addendum Notification
IHCS, Inc	FL	Self Invited	2019-09-10 09:57:09	callen@mavenasset.com	Addendum Notification
IHCS, Inc	FL	Self Invited	2019-09-13 12:50:05	callen@mavenasset.com	Addendum Notification
ilynx inc	VA	Classification	2019-07-22 17:59:12	sharif.almamun@ilynxinc.com	Bid Notification
ImageSoft, Inc.	MI	Classification	2019-07-22 17:59:12	cwalby@imagesoftinc.com	Bid Notification
ImageTrend	MN	Classification	2019-07-22 17:59:12	mgustafson@imagetrend.com	Bid Notification
Image-X	CA	Classification	2019-07-22 17:59:12	omar@imagexx.com	Bid Notification
IMAT Solutions	UT	Classification	2019-07-22 17:59:12	shannon.lavett@imatsolutions.com	Bid Notification
Inductive Automation	CA	Classification	2019-07-22 17:59:12	cfischer@inductiveautomation.com	Bid Notification
Industrial Television Services, Inc.	IL	Classification	2019-07-22 17:59:12	scott.triphahn@industrialtv.com	Bid Notification
INET Inc	CA	Classification	2019-07-22 17:59:12	iparqsales@iparq.com	Bid Notification
Infocorvus	TX	Classification	2019-07-22 17:59:12	sampath@infocorvus.com	Bid Notification
Infojini, Inc	MD	Classification	2019-07-22 17:59:12	statebids@infojiniconsulting.com	Bid Notification
InfoMagnetics Technologies USA Corp. (IMT USA)	IL	Classification	2019-07-22 17:59:12	admin@imt.ca	Bid Notification
Infomatic Systems, Inc.	KS	Classification	2019-07-22 17:59:12	kn@infomaticsystems.com	Bid Notification
Infor	SC	Classification	2019-07-22 17:59:12	jason.neal@infor.com	Bid Notification
Infor Global Solution (Michigan), Inc.	GA	Classification	2019-07-22 17:59:12	dale.wilkinson@infor.com	Bid Notification
Infor Global Solutions	IL	Classification	2019-07-22 17:59:12	barry.fisk@infor.com	Bid Notification
Informatica	TX	Classification	2019-07-22 17:59:12	npieper@informatica.com	Bid Notification
Infor Public Sector, Inc.	CA	Classification	2019-07-22 17:59:12	chad.cox@infor.com	Bid Notification
Infosys Public Services	MD	Classification	2019-07-22 17:59:12	sandesh_shetty@infosys.com	Bid Notification
InfoTech Innovators	NJ	Classification	2019-07-22 17:59:12	arozell@infotechinnovators.com	Bid Notification
Infrastructure Management Solutions, LLC	VA	Classification	2019-08-21 13:49:19	dan@ims.consulting	Bid Notification
Infrastructure Management Solutions, LLC	VA	Classification	2019-09-10 09:57:09	dan@ims.consulting	Addendum Notification

Infrastructure Management Solutions, LLC	VA	Classification	2019-09-13 12:50:05	dan@ims.consulting	Addendum Notification
Ingram User Interface LLC	TX	Classification	2019-07-22 17:59:12	scott@ingramui.com	Bid Notification
Innova Consulting Group	KS	Classification	2019-07-22 17:59:12	klong@innovaxi.com	Bid Notification
INNOVA Consulting LLC	KS	Classification	2019-07-22 17:59:12	info-rfp@InnovaConsulting.com	Bid Notification
Innovyze	CO	Classification	2019-07-22 17:59:12	greg.brazeau@innovyze.com	Bid Notification
Inobbar LLC	FL	Classification	2019-07-22 17:59:12	jkercher@novusolutions.com	Bid Notification
Insightformation, Inc.	MN	Classification	2019-07-22 17:59:12	liz.gallagher@insightformation.com	Bid Notification
InSite Group, Inc.	MO	Classification	2019-07-22 17:59:12	careers@insitegroup.net	Bid Notification
INSTANTeam USA	CA	Classification	2019-07-22 17:59:12	Niki.Khurana@INSTANTeam.US	Bid Notification
Instructure, Inc.	UT	Classification	2019-07-22 17:59:12	orlan@instructure.com	Bid Notification
Insure-Rite, Inc.	UT	Classification	2019-07-22 17:59:12	lhofmann@insure-rite.com	Bid Notification
Intelix Technologies	ON	Classification	2019-07-22 17:59:12	kelvin.lee@intelix.com	Bid Notification
Intelligent Technology Solutions	TX	Classification	2019-07-22 17:59:12	rahmadi@its-itsm.com	Bid Notification
Intergen	WA	Classification	2019-08-15 17:34:06	harris.schneiderman@teamintergen.com	Bid Notification
International Systems Marketing, Inc.	MD	Classification	2019-07-22 17:59:12	chris@ism.com	Bid Notification
Interstate Restoration	TX	Classification	2019-07-22 17:59:12	jbusch@interstaterestoration.com	Bid Notification
Interstate Restoration	WA	Classification	2019-07-22 17:59:12	rdouglas@interstaterestoration.com	Bid Notification
InterSystems Corporation	MA	Classification	2019-07-22 17:59:12	anagelin@intersystems.com	Bid Notification
InterWest Technology Group	MI	Classification	2019-07-22 17:59:12	matthew.olson@iwestgroup.com	Bid Notification
Intratek Computer Inc	CA	Classification	2019-07-22 17:59:12	quotes@intrapc.com	Bid Notification
Intratek Computer, Inc.	CA	Classification	2019-07-22 17:59:12	quotes@intrapc.com	Bid Notification
ionic industries llc	UT	Classification	2019-07-22 17:59:12	ioncind@gmail.com	Bid Notification
IR	NC	Classification	2019-07-22 17:59:12	abking@ind-serv.com	Bid Notification
Iron Compass Map Co.	PA	Classification	2019-07-22 17:59:12	emiller@ironcompassmap.com	Bid Notification
ISES Corporation	GA	Classification	2019-07-22 17:59:12	tonys@isescorp.com	Bid Notification
ISM Services	PA	Classification	2019-07-22 17:59:12	kimberly.mitchell@ism-corp.us	Bid Notification
ISM Services Inc	PA	Self Invited	2019-08-02 10:08:01	michael.harrah@ism-corp.us	Addendum Notification
ISM Services Inc	PA	Self Invited	2019-08-02 15:15:59	michael.harrah@ism-corp.us	Bid Answer
ISM Services Inc	PA	Self Invited	2019-08-15 13:22:15	michael.harrah@ism-corp.us	Addendum Notification
ISM Services Inc	PA	Self Invited	2019-09-10 09:57:09	michael.harrah@ism-corp.us	Addendum Notification
ISM Services Inc	PA	Self Invited	2019-09-13 12:50:05	michael.harrah@ism-corp.us	Addendum Notification
ISS Facility Services, Inc.	AZ	Classification	2019-07-22 17:59:12	kim.kann@us.issworld.com	Bid Notification
IT21 Solutions, LLC	KS	Classification	2019-07-22 17:59:12	cnuffer@it21solutions.com	Bid Notification
IT Outlet	SD	Classification	2019-07-22 17:59:12	awold@itoutlet.com	Bid Notification
IT PARTNER LLC	AZ	Self Invited	2019-08-15 13:22:15	mym@itpartner365.com	Addendum Notification
IT PARTNER LLC	AZ	Self Invited	2019-09-10 09:57:09	mym@itpartner365.com	Addendum Notification
IT PARTNER LLC	AZ	Self Invited	2019-09-13 12:50:05	mym@itpartner365.com	Addendum Notification
IT Project Pros, Inc.	CA	Classification	2019-07-22 17:59:12	jford@itprojectpros.com	Bid Notification
I-Tul Design & Software, Inc.	CA	Classification	2019-07-22 17:59:12	Amandamh@i-tul.com	Bid Notification
I2 Interactive	MA	Classification	2019-07-22 17:59:12	jcarter@i2interactive.com	Bid Notification
Jacobs	TX	Classification	2019-07-22 17:59:12	javier.arguello@jacobs.com	Bid Notification
Jacobs/Wyper Architects	PA	Classification	2019-07-22 17:59:12	als@jacobswyper.com	Bid Notification
Jensen Hughes, Inc.	MD	Classification	2019-07-22 17:59:12	kdeck@jensenhughes.com	Bid Notification
JENSEN HUGHES, Inc.	MD	Classification	2019-07-22 17:59:12	khelton@jensenhughes.com	Bid Notification
JK Seva, Inc	CA	Classification	2019-07-22 17:59:12	service@jkseva.com	Bid Notification
JLG Architects	MN	Classification	2019-07-22 17:59:12	akosior@jlgarchitects.com	Bid Notification
JNJ SOLUTIONS INC	CA	Classification	2019-07-22 17:59:12	EFAXNO@YAHOO.COM	Bid Notification
John Tortelli	NM	Classification	2019-07-22 17:59:12	jntortelli@yahoo.com	Bid Notification
John Tortelli	NM	Classification	2019-08-02 10:08:01	jntortelli@yahoo.com	Addendum Notification
John Tortelli	NM	Classification	2019-08-02 15:15:59	jntortelli@yahoo.com	Bid Answer
John Tortelli	NM	Classification	2019-08-15 13:22:15	jntortelli@yahoo.com	Addendum Notification
John Tortelli	NM	Classification	2019-09-10 09:57:09	jntortelli@yahoo.com	Addendum Notification
John Tortelli	NM	Classification	2019-09-13 12:50:05	jntortelli@yahoo.com	Addendum Notification
Jones & Jones Architects and Landscape Architects	WA	Classification	2019-07-22 17:59:12	efong@jonesandjones.com	Bid Notification
Jones Lang LaSalle Americas, Inc.	DC	Classification	2019-07-22 17:59:12	roger.smith@am.jll.com	Bid Notification
Journal Tecnology	UT	Classification	2019-07-22 17:59:12	sales@journaltech.com	Bid Notification
JourneyEd.com, Inc	TX	Classification	2019-07-22 17:59:12	bmoores@journeyed.com	Bid Notification
JourneyEd.com, Inc.	TX	Classification	2019-07-22 17:59:12	kschutte@journeyed.com	Bid Notification
Juno Solutions LLC	WA	Classification	2019-07-22 17:59:12	markw@junosolutions.com	Bid Notification
kagesoft LLC	FL	Classification	2019-07-22 17:59:12	alexey.kravtsov@kagesoft.com	Bid Notification
Kambrian Corporation	CA	Classification	2019-07-22 17:59:12	sales@kambrian.com	Bid Notification
Kamico Instructional Media, Inc.	TX	Classification	2019-07-22 17:59:12	kmichael@kamico.com	Bid Notification
Karma Consulting Inc	WA	Classification	2019-07-24 18:46:49	nathan@karmaconsulting.tech	Bid Notification
Karma Consulting Inc	WA	Classification	2019-08-02 10:08:01	nathan@karmaconsulting.tech	Addendum Notification
Karma Consulting Inc	WA	Classification	2019-08-02 15:15:58	nathan@karmaconsulting.tech	Bid Answer
Karma Consulting Inc	WA	Classification	2019-08-15 13:22:15	nathan@karmaconsulting.tech	Addendum Notification
Karma Consulting Inc	WA	Classification	2019-09-10 09:57:09	nathan@karmaconsulting.tech	Addendum Notification
Karma Consulting Inc	WA	Classification	2019-09-13 12:50:05	nathan@karmaconsulting.tech	Addendum Notification
KAT & ASSOCIATES	TX	Classification	2019-07-22 17:59:12	Bshields@fidelises.com	Bid Notification
KaZee, Inc.	GA	Classification	2019-07-22 17:59:12	rtrujillo@kazee.us	Bid Notification
Keenology Corp.	CA	Classification	2019-07-22 17:59:12	jeffkraft@cipplanner.com	Bid Notification
Keithly Barber Associates	WA	Classification	2019-07-22 17:59:12	sarah@keithlybarber.com	Bid Notification
Kelyn Technologies	CO	Classification	2019-07-22 17:59:12	sandy@kelyntech.com	Bid Notification

KeyMark Inc	PA	Classification	2019-07-22 17:59:12	jim.thumma@keymarkinc.com	Bid Notification
KeyMark Inc.	SC	Classification	2019-07-22 17:59:12	amy.dolan@keymarkinc.com	Bid Notification
Kimley-Horn and Associates	TX	Classification	2019-07-22 17:59:12	joe.willhite@kimley-horn.com	Bid Notification
KIS	CA	Classification	2019-07-22 17:59:12	mikef@kisc.com	Bid Notification
KISTERS North America	CA	Classification	2019-07-22 17:59:12	becca.fong@kisters.net	Bid Notification
Klar and Klar Architects, Inc.	FL	Classification	2019-07-22 17:59:12	ashley@klarklar.com	Bid Notification
KMM Technologies, Inc	MD	Classification	2019-07-22 17:59:12	raj@kmmtechnologies.com	Bid Notification
Knowledge Center Enterprises, LLC	CO	Classification	2019-07-22 17:59:12	dwojs@knowledge-center.com	Bid Notification
KnowledgeCentrix, Inc.	CA	Classification	2019-07-22 17:59:12	stephen.hodges@knowledgecentrix.com	Bid Notification
KnowledgeLake	MO	Classification	2019-07-22 17:59:12	bill.johnson@knowledgelake.com	Bid Notification
Knowledge Solutions, LLC	NJ	Classification	2019-07-22 17:59:12	cgodleski@ksols.com	Bid Notification
K/O Fairground Planners	IA	Classification	2019-07-22 17:59:12	john@k-o.com	Bid Notification
Konica Minolta Business Solutions	VA	Classification	2019-07-22 17:59:12	statebids@kmb.konicaminolta.us	Bid Notification
KPIT	OO	Classification	2019-07-22 17:59:12	shashwat.dubey@kpit.com	Bid Notification
Kronos	CO	Classification	2019-07-22 17:59:12	Chris.layne@hotmail.com	Bid Notification
Lakeshore IT Solutions, Inc.	IL	Classification	2019-07-22 17:59:12	rian@lakeshoreit.com	Bid Notification
L-Architecture LLC	FL	Classification	2019-07-22 17:59:12	info@l-architecture.com	Bid Notification
LAST CHANCE OUT	NJ	Classification	2019-07-22 17:59:12	ironindependent@gmail.com	Bid Notification
LeadThem Consulting, LLC	OR	Classification	2019-07-22 17:59:12	tara@leadthemconsulting.com	Bid Notification
Lempka Edson Architects LLC	KS	Classification	2019-07-22 17:59:12	jim.edson@lempkaedson.com	Bid Notification
Link Computer Corporation	PA	Classification	2019-07-22 17:59:12	pdianrea@linkcorp.com	Bid Notification
Lionakis	CA	Classification	2019-07-22 17:59:12	dean.albright@lionakis.com	Bid Notification
LiveAdmins LLC	IL	Classification	2019-07-22 17:59:12	ryan.wilson@liveadmins.com	Bid Notification
LKPB Engineers, Inc.	MN	Classification	2019-07-22 17:59:12	karla.sampson@lkpb.com	Bid Notification
L&L Supplies	TX	Self Invited	2019-08-02 10:08:01	swalker8585@gmail.com	Addendum Notification
L&L Supplies	TX	Self Invited	2019-08-02 15:15:59	swalker8585@gmail.com	Bid Answer
L&L Supplies	TX	Self Invited	2019-08-15 13:22:15	swalker8585@gmail.com	Addendum Notification
L&L Supplies	TX	Self Invited	2019-09-10 09:57:09	swalker8585@gmail.com	Addendum Notification
L&L Supplies	TX	Self Invited	2019-09-13 12:50:05	swalker8585@gmail.com	Addendum Notification
LMN Architects	WA	Classification	2019-07-22 17:59:12	design@lmnarchitects.com	Bid Notification
Logic20/20, Inc.	WA	Classification	2019-07-22 17:59:12	travisj@logic2020.com	Bid Notification
Logicalis	TX	Classification	2019-07-22 17:59:12	john.nelson@us.logicalis.com	Bid Notification
Logicalis, Inc.	CA	Classification	2019-07-22 17:59:12	ken.ohlson@us.logicalis.com	Bid Notification
Logicalis, Inc.	NY	Classification	2019-07-22 17:59:12	LogicalisGovEdContracts@us.logicalis.com	Bid Notification
Logic Quantum LLC	MI	Classification	2019-07-22 17:59:12	patrick.russie@usequantum.com	Bid Notification
Long International, Inc.	CO	Classification	2019-07-22 17:59:12	marketing@long-intl.com	Bid Notification
LOTUS USA,INC	CA	Classification	2019-07-22 17:59:12	madhu@lotususa.com	Bid Notification
LTL Architects	NY	Classification	2019-07-22 17:59:12	office@ltlarchitects.com	Bid Notification
Lumen Touch	MO	Classification	2019-07-22 17:59:12	johnv@lumentouch.com	Bid Notification
Lyme Computer Systems, Inc	NH	Classification	2019-07-22 17:59:12	Steve@Lyme.com	Bid Notification
M2 Traffic Management LLC	ID	Classification	2019-07-22 17:59:12	info@m2traffic.com	Bid Notification
Maintenance Connection	CA	Classification	2019-07-22 17:59:12	rpf@maintenanceconnection.com	Bid Notification
Maintenance Design Group, LLC	CO	Classification	2019-07-22 17:59:12	megan.burd@hdrinc.com	Bid Notification
Malcolm Drilling Company Inc.	CA	Classification	2019-07-22 17:59:12	jasonmalcolm@malcolmdrilling.com	Bid Notification
Malor & Company Inc	NY	Classification	2019-07-22 17:59:12	solutions@malorcompany.com	Bid Notification
Management Applications, Inc.	TX	Classification	2019-07-22 17:59:12	mvillarreal@managementapps.com	Bid Notification
Man & Machine	FL	Classification	2019-07-22 17:59:12	elmer@mmpsg.com	Bid Notification
Mantel Teter	MO	Classification	2019-07-22 17:59:12	wporter@mantelteter.com	Bid Notification
Marez & Associates	TX	Classification	2019-07-22 17:59:12	jmar326@yahoo.com	Bid Notification
Marilyn Vittitoe	KS	Classification	2019-07-22 17:59:12	riley.vittitoe@gmail.com	Bid Notification
Marshall and Associates, Inc.	ID	Classification	2019-07-22 17:59:12	adminteam@marshallgis.com	Bid Notification
Marvel Architects	NY	Classification	2019-07-22 17:59:12	yrivera@marvelarchitects.com	Bid Notification
Mason & Hanger	KS	Classification	2019-07-22 17:59:12	Kergan.Liang@MasonAndHanger.com	Bid Notification
Maverick-LLC	VA	Classification	2019-07-22 17:59:12	info@maverick-llc.com	Bid Notification
M.C. Dean Inc.	VA	Classification	2019-07-22 17:59:12	Ryan.Burns@mcdean.com	Bid Notification
MCD Solutions Inc.	MN	Classification	2019-07-22 17:59:12	jlee@mcdsolutions.biz	Bid Notification
McPherson Enterprises, Inc.	MD	Classification	2019-07-22 17:59:12	tian.mcpherson@mcpherson-enterprises.com	Bid Notification
MC Power Companies, llc	MO	Classification	2019-07-22 17:59:12	jbauer@mcpower.com	Bid Notification
Medicalistics	TX	Classification	2019-07-22 17:59:12	rpf@medicalistics.com	Bid Notification
Mediware Human and Social Services, Inc.	VA	Classification	2019-07-22 17:59:12	dave.mcmillan@mediware.com	Bid Notification
MELE Associates, Inc.	MD	Classification	2019-07-22 17:59:12	taylor.colbert@meleassociates.com	Bid Notification
Meltwater	IL	Classification	2019-07-22 17:59:12	ryan.stephens@meltwater.com	Bid Notification
Mercury Associates, Inc.	MD	Classification	2019-07-22 17:59:12	dthomas@mercury-assoc.com	Bid Notification
MERE SECURE INC	CA	Classification	2019-07-22 17:59:12	markus.schmucki@meresecure.com	Bid Notification
MetaVista Consulting Group	CA	Classification	2019-07-22 17:59:12	sales@metavista.com	Bid Notification
MeTEOR Education, LLC.	FL	Classification	2019-07-22 17:59:12	bids@meteorededucation.com	Bid Notification
Methodware	PA	Classification	2019-07-22 17:59:12	jmorson@wynyardgroup.com	Bid Notification
Metis Corporation	GA	Classification	2019-07-22 17:59:12	rafael.nascimento@metiscorp.org	Bid Notification
MetricStream	CA	Classification	2019-07-22 17:59:12	sam@metricstream.com	Bid Notification
MetricStream Inc	CA	Classification	2019-07-22 17:59:12	vbapna@metricstream.com	Bid Notification
MGT of America Inc	CA	Classification	2019-07-22 17:59:12	clitchfi@mgtamer.com	Bid Notification
Mick Rich Contractors, Inc	NM	Self Invited	2019-09-10 09:57:09	sandra@mickrichcontractors.com	Addendum Notification

Mick Rich Contractors, Inc	NM	Self Invited	2019-09-13 12:50:05	sandra@mickrichcontractors.com	Addendum Notification
MicroPact Global, Inc.	TN	Classification	2019-07-22 17:59:12	rfp.licensing@micropact.com	Bid Notification
Microsan Consultancy Services, LLC	CA	Classification	2019-07-22 17:59:12	info@microsanconsulting.com	Bid Notification
Microsoft	WA	Classification	2019-07-22 17:59:12	joemil@microsoft.com	Bid Notification
Microsoft	WA	Classification	2019-07-22 17:59:12	andypit@microsoft.com	Bid Notification
Micro Strategies	NJ	Classification	2019-07-22 17:59:12	lguerriero@microstrat.com	Bid Notification
Middleware Management Partners	CA	Classification	2019-07-22 17:59:12	richard.cromie@mmmpcgroup.com	Bid Notification
Midwest Computech	MO	Classification	2019-07-22 17:59:12	buptergrove@midwestcomputech.com	Bid Notification
Millennium Franchise Group, LLC	CA	Classification	2019-07-22 17:59:12	tbeaman@hackingsolutions.com	Bid Notification
Miller-Remick Corporation	NJ	Classification	2019-07-22 17:59:12	hschmidt@miller-remick.com	Bid Notification
Mindlance Inc.	NJ	Classification	2019-07-22 17:59:12	krishan.kumar@mindlance.com	Bid Notification
MindTelligent, Inc.	CA	Classification	2019-07-22 17:59:12	harvinder.saluja@mindtelligent.com	Bid Notification
Miracle Software Solutions, Inc	MI	Classification	2019-07-22 17:59:12	lmerugu@miraclesoft.com	Bid Notification
Miracle Software Systems, Inc	MI	Classification	2019-07-22 17:59:12	adatla@miraclesoft.com	Bid Notification
Miria Systems	PA	Classification	2019-07-22 17:59:12	jadomsky@miriasystems.com	Bid Notification
Missouri Office Systems & Supplies, Inc.	MO	Classification	2019-07-22 17:59:12	greg@8asupplier.com	Bid Notification
MNJ Technologies	IL	Classification	2019-07-22 17:59:12	timc@mnjtech.com	Bid Notification
MNJ Technologies Direct, Inc.	IL	Classification	2019-07-22 17:59:12	mkuffel@mnjtech.com	Bid Notification
MNJ TECHNOLOGIES DIRECT, INC.	IL	Classification	2019-07-22 17:59:12	rian.yablun@MNJTECH.COM	Bid Notification
MNK Infotech	TX	Classification	2019-07-22 17:59:12	kevin@mnkinfotech.com	Bid Notification
MNK Infotech, Inc.	TX	Classification	2019-07-22 17:59:12	bids@mnkinfotech.com	Bid Notification
Mobile Integration Workgroup	WA	Classification	2019-07-22 17:59:12	RyanA@mobileintegration-group.com	Bid Notification
Modern Imaging Solutions	CA	Classification	2019-07-22 17:59:12	Kraymerp@modernimagingolutions.com	Bid Notification
Mojack Distributors, LLC	KS	Classification	2019-07-22 17:59:12	tim.gallier@themojack.com	Bid Notification
Momentum Healthware	MB	Classification	2019-07-22 17:59:12	rkamins@momentumhealthware.com	Bid Notification
MotionLink	GA	Classification	2019-07-22 17:59:12	melissa.vidakovic@motionlink.com	Bid Notification
Mozaro LLC	CO	Classification	2019-07-22 17:59:12	shawn.satterfield@mozaro.com	Bid Notification
MSR Design	MN	Classification	2019-07-22 17:59:12	amy@msrdesign.com	Bid Notification
MTD and Associates, LLC	MD	Classification	2019-07-22 17:59:12	mdevera@mtdconsultants.com	Bid Notification
mtm technologies	MO	Classification	2019-07-22 17:59:12	government@mtm.com	Bid Notification
Multatech Engineering, Inc.	KS	Classification	2019-07-22 17:59:12	kmcinerney@multatech.com	Bid Notification
Murray & Associates, Inc.	TX	Classification	2019-07-22 17:59:12	liz@murray-inc.com	Bid Notification
Mutually Human	MI	Classification	2019-07-22 17:59:12	mark@mutuallyhuman.com	Bid Notification
Myefski Architects	IL	Classification	2019-07-22 17:59:12	hhammerle@myefski.com	Bid Notification
Nascent Inc.	CA	Classification	2019-07-22 17:59:12	sales@nascent.com	Bid Notification
NATIONAL BUSINESS SYSTEMS INC	OR	Classification	2019-07-22 17:59:12	RPYTOSKY@NBSUSA.COM	Bid Notification
National Center for State Courts	CO	Classification	2019-07-22 17:59:12	kkelly@ncsc.org	Bid Notification
Navigator Business Solutions	UT	Classification	2019-07-22 17:59:12	richard.haugen@nbs-us.com	Bid Notification
nbn	NH	Classification	2019-07-22 17:59:12	mary@nbnservice.com	Bid Notification
NCC Group PLC	CA	Classification	2019-07-22 17:59:12	patrick.genest@nccgroup.trust	Bid Notification
NebuLogic Technologies LLC	TX	Classification	2019-07-22 17:59:12	proposals@nebulogic.com	Bid Notification
Neo Tech Solutions, Inc.	NJ	Classification	2019-07-22 17:59:12	kreddy@neotechusa.com	Bid Notification
NetBrain Technologies, Inc.	MA	Classification	2019-07-22 17:59:12	justin.flemer@netbraintech.com	Bid Notification
Network Vigilance, LLC	CA	Classification	2019-07-22 17:59:12	tquick@networkvigilance.com	Bid Notification
New Boundary Technologies	MN	Classification	2019-07-22 17:59:12	jvanert@newboundary.com	Bid Notification
New Computech, Inc	NY	Classification	2019-07-22 17:59:12	elena@newcomputech.com	Bid Notification
New Tech Solutions, Inc.	CA	Classification	2019-07-22 17:59:12	bids@ntsca.com	Bid Notification
NEXGEN Asset Management	CA	Classification	2019-07-22 17:59:12	cwelsh@nexgenam.com	Bid Notification
NEXUS bec, Inc.	WA	Classification	2019-07-22 17:59:12	twolf@NEXUSbec.com	Bid Notification
Nexxsol Corporation	CA	Classification	2019-07-22 17:59:12	tahira.singh@nexxsol.com	Bid Notification
nFocus Solutions	AZ	Classification	2019-08-20 18:42:09	rreiman@nfocus.com	Bid Notification
nFocus Solutions	AZ	Classification	2019-09-10 09:57:09	rreiman@nfocus.com	Addendum Notification
nFocus Solutions	AZ	Classification	2019-09-13 12:50:05	rreiman@nfocus.com	Addendum Notification
Nicholson Construction Company	PA	Classification	2019-07-22 17:59:12	paul.krumm@nicholsonconstruction.com	Bid Notification
nlesystems inc	CA	Classification	2019-07-22 17:59:12	ohannis@nlesystems.com	Bid Notification
NobleSoft Solutions	PA	Classification	2019-07-22 17:59:12	dan@noblesoft-solutions.com	Bid Notification
No Magic, Incorporated	TX	Classification	2019-07-22 17:59:12	jana.diamond@nomagic.com	Bid Notification
North America Procurement Council	CO	Self Invited	2019-08-02 10:08:01	sourcemanagement@napc.me	Addendum Notification
North America Procurement Council	CO	Self Invited	2019-08-02 15:15:59	sourcemanagement@napc.me	Bid Answer
North America Procurement Council	CO	Self Invited	2019-08-15 13:22:15	sourcemanagement@napc.me	Addendum Notification
North America Procurement Council	CO	Self Invited	2019-09-10 09:57:09	sourcemanagement@napc.me	Addendum Notification
North America Procurement Council	CO	Self Invited	2019-09-13 12:50:05	sourcemanagement@napc.me	Addendum Notification
Notion One	CO	Classification	2019-07-22 17:59:12	eric.brown@notionone.com	Bid Notification
Novalink Solutions, LLC	GA	Classification	2019-07-22 17:59:12	novalink.newbiz@novalink-solutions.com	Bid Notification
Nutrislice, Inc	CO	Classification	2019-07-22 17:59:12	bids@nutrislice.com	Bid Notification
NVISH SOLUTIONS INC	CA	Classification	2019-07-22 17:59:12	sales@nvish.com	Bid Notification
NwTech, Inc	CA	Classification	2019-07-22 17:59:12	smaskell@nwtechusa.com	Bid Notification
O'Connell & Lawrence, Inc.	MD	Classification	2019-07-22 17:59:12	Callie.Geller@ocilnc.com	Bid Notification
O'Connor Enterprise Group, Inc	TX	Classification	2019-07-22 17:59:12	contact@epcggroup.net	Bid Notification
OC SERVICES	KS	Classification	2019-07-22 17:59:12	ocservices@hotmail.com	Bid Notification
OctiSys	MD	Classification	2019-07-22 17:59:12	octisys@outlook.com	Bid Notification
OCV, LLC	AL	Classification	2019-07-22 17:59:12	suzy@myocv.com	Bid Notification
Office Management Systems, Inc	AL	Classification	2019-07-22 17:59:12	rgreene@logistasolutions.com	Bid Notification

Old Hickory Consulting of Texas	TX	Classification	2019-07-22 17:59:12	sales@brasstacksconsulting.com	Bid Notification
OMA	NY	Classification	2019-07-22 17:59:12	RDandreta@oma.com	Bid Notification
Omniplan	TX	Classification	2019-07-22 17:59:12	hgolvach@omniplan.com	Bid Notification
Onkew Technology, LLC	KS	Classification	2019-07-22 17:59:12	rob@onkew.com	Bid Notification
On Point Technology, LLC	IL	Classification	2019-07-22 17:59:12	justine.luparello@onpointtech.com	Bid Notification
On Site Systems, Inc.	MO	Classification	2019-07-22 17:59:12	onsite@hpassist.com	Bid Notification
Ontash Sytems Inc	NJ	Classification	2019-07-22 17:59:12	government@ontash.net	Bid Notification
Onvia	WA	Self Invited	2019-08-15 13:22:15	sourcecmgmt@onvia.net	Addendum Notification
Onvia	WA	Self Invited	2019-09-10 09:57:09	sourcecmgmt@onvia.net	Addendum Notification
Onvia	WA	Self Invited	2019-09-13 12:50:05	sourcecmgmt@onvia.net	Addendum Notification
OnX USA LLC	OH	Classification	2019-07-22 17:59:12	joe.weiss@OnX.com	Bid Notification
OpenText	FL	Classification	2019-07-22 17:59:12	pvega@opentext.com	Bid Notification
Optimum Solutions	TN	Classification	2019-07-22 17:59:12	medwards@optimum-solutions.com	Bid Notification
Oracle	MI	Classification	2019-07-22 17:59:12	david.n.stephens@oracle.com	Bid Notification
Orcutt   Winslow	AZ	Classification	2019-07-22 17:59:12	marketing@owp.com	Bid Notification
Origami Risk	IL	Classification	2019-07-22 17:59:12	jfranks@origamirisk.com	Bid Notification
Orion Health Inc.	AZ	Classification	2019-07-22 17:59:12	sarah.renshaw@orionhealth.com	Bid Notification
over,under	MA	Classification	2019-07-22 17:59:12	pierson@overunder.co	Bid Notification
Pacificbridge Inc.	WA	Classification	2019-07-22 17:59:12	pbridge.inc@gmail.com	Bid Notification
Page	TX	Classification	2019-07-22 17:59:12	kcruickshanks@pagethink.com	Bid Notification
Paladin Data Systems Corporation	WA	Classification	2019-07-22 17:59:12	rfp@paladindata.com	Bid Notification
Pantonium Inc.	ON	Classification	2019-07-22 17:59:12	daniel.kain@pantonium.com	Bid Notification
Paperless Knowledge, Inc.	CA	Classification	2019-07-22 17:59:12	sdelacruz@pkinc.biz	Bid Notification
Park Place Technologies, LLC	OH	Classification	2019-07-22 17:59:12	cattig@parkplacetech.com	Bid Notification
PartStock Computer	MN	Classification	2019-07-22 17:59:12	eogden@partstock.com	Bid Notification
Patano Studio Architecture LLC	WA	Classification	2019-07-22 17:59:12	christopher@patanostudio.com	Bid Notification
Paul C Rizzo Associates, Inc.	PA	Classification	2019-07-22 17:59:12	michael.rizzo@rizzoassoc.com	Bid Notification
Payer Compass	TX	Classification	2019-07-22 17:59:12	rellsworth@payercompass.com	Bid Notification
PCC-IT International, Division of Power Capital Management	CA	Classification	2019-07-22 17:59:12	clientservices@pccitint.com	Bid Notification
PCC Technology Inc	CT	Classification	2019-07-22 17:59:12	capture@pcctg.com	Bid Notification
PC Hotline, Inc	TX	Classification	2019-07-22 17:59:12	kplunk@pcht.com	Bid Notification
PCMG, Inc.	VA	Classification	2019-07-22 17:59:12	sledbids@pcmg.com	Bid Notification
PCM Inc	CA	Classification	2019-07-22 17:59:12	steven.lubom@TigerDirect.com	Bid Notification
PCM Sales	CA	Classification	2019-07-22 17:59:12	eno.essien@pcm.com	Bid Notification
Peacock Systems LLC	NJ	Classification	2019-07-22 17:59:12	uma@peacock-systems.com	Bid Notification
Pearson K12 Learning LLC	IA	Classification	2019-07-22 17:59:12	K12LSProposals@pearson.com	Bid Notification
Pedigo Staffing Services	TX	Classification	2019-07-22 17:59:12	debbiep@pedigostaffing.com	Bid Notification
Pelli Clarke Pelli Architects	NY	Classification	2019-07-22 17:59:12	saggour@pcparch.com	Bid Notification
Pendulum	MO	Classification	2019-07-22 17:59:12	michaela.simpson@pendulumkc.com	Bid Notification
Peninsula Associates Architects LLC	OH	Classification	2019-07-22 17:59:12	mschwarz@pa-architects.com	Bid Notification
Penn Morris	NJ	Classification	2019-07-22 17:59:12	mail@bestat.us	Bid Notification
PENWICK REALTIME SYSTEMS INC	TX	Classification	2019-07-22 17:59:12	gthomas@penwick.com	Bid Notification
PeopleNTech LLC	VA	Classification	2019-07-22 17:59:12	chandra.sharma@peoplentech.com	Bid Notification
People Tech Group Inc.	WA	Classification	2019-07-22 17:59:12	presales.ptg@peopletech.com	Bid Notification
Periscope Holdings, Inc	TX	Classification	2019-07-22 17:59:12	info@periscopeholdings.com	Bid Notification
Perkins Eastman	NY	Classification	2019-07-22 17:59:12	s.paxton@perkinseastman.com	Bid Notification
Perkins+Will	CA	Classification	2019-07-22 17:59:12	sandra.cervantes@perkinswill.com	Bid Notification
Petra Integrated Construction Strategies	CA	Classification	2019-07-22 17:59:12	elise.drakes@petra-ics.com	Bid Notification
PGAL	FL	Classification	2019-07-22 17:59:12	jedwards@pgal.com	Bid Notification
PHC GROUP, LLC	PA	Classification	2019-07-22 17:59:12	vtownsend@phcgconsulting.com	Bid Notification
PHK Corporation	FL	Classification	2019-07-22 17:59:12	phkcorp2005@gmail.com	Bid Notification
Phoenix Business Inc	FL	Classification	2019-07-22 17:59:12	rftteam@phoenixteam.com	Bid Notification
Phoenix Business, Inc.	TX	Classification	2019-07-22 17:59:12	rftteam@phoenixteam.com	Bid Notification
Phoenix Technologies, LLC	AZ	Classification	2019-07-22 17:59:12	sales@phoenixtechnologies.com	Bid Notification
Pieces Technologies Inc.	TX	Classification	2019-07-22 17:59:12	paul.ceverha@piecetechnology.com	Bid Notification
Planet Technologies, Inc.	MD	Classification	2019-07-22 17:59:12	dthron@go-planet.com	Bid Notification
planIT Hardware	GA	Classification	2019-07-22 17:59:12	brian@planithw.com	Bid Notification
Planon Corporation	MA	Self Invited	2019-08-02 10:08:01	bids@planonsoftware.com	Addendum Notification
Planon Corporation	MA	Self Invited	2019-08-02 15:15:59	bids@planonsoftware.com	Bid Answer
Planon Corporation	MA	Self Invited	2019-08-15 13:22:15	bids@planonsoftware.com	Addendum Notification
Planon Corporation	MA	Self Invited	2019-09-10 09:57:09	bids@planonsoftware.com	Addendum Notification
Planon Corporation	MA	Self Invited	2019-09-13 12:50:05	bids@planonsoftware.com	Addendum Notification
Play Now Enterprises LLC,	TX	Classification	2019-07-22 17:59:12	sdedwards@playnowenterprise.com	Bid Notification
Plintron Americas	WA	Classification	2019-07-22 17:59:12	toddlanier@plintronamericas.com	Bid Notification
Plug Smart	OH	Self Invited	2019-09-10 09:57:09	mark.himmel@plugsmart.com	Addendum Notification
Plug Smart	OH	Self Invited	2019-09-13 12:50:05	mark.himmel@plugsmart.com	Addendum Notification
PMA Consultants LLC	MI	Classification	2019-07-22 17:59:12	maiello@pmaconsultants.com	Bid Notification
PMWeb, Inc	MA	Classification	2019-07-22 17:59:12	sales@pmweb.com	Bid Notification
Point 5 Solutions	WA	Classification	2019-07-22 17:59:12	daniah@point5solutions.com	Bid Notification
PointLeader	FL	Classification	2019-07-22 17:59:12	sdavies@tribaloperations.com	Bid Notification
Pope Associates, Inc.	MN	Classification	2019-07-22 17:59:12	kmoris@popearch.com	Bid Notification
Portable Computer Systems, Inc.	CO	Classification	2019-07-22 17:59:12	brianf@pcsmobile.com	Bid Notification
Portland Webworks	ME	Classification	2019-07-22 17:59:12	tom@portlandwebworks.com	Bid Notification

PowerPlan Corporation	CA	Classification	2019-07-22 17:59:12	dreiner@powerplancorp.com	Bid Notification
Power Settlements Consulting and Software, LLC	CA	Classification	2019-07-22 17:59:12	david.dan@powersettlements.com	Bid Notification
Pricon Inc.	CA	Classification	2019-07-22 17:59:12	albert@pricon.com	Bid Notification
PRIME AE Group	OH	Classification	2019-07-22 17:59:12	sstehly@primetgrp.com	Bid Notification
PRIME AE Group, Inc.	OH	Classification	2019-07-22 17:59:12	alively@primeeng.com	Bid Notification
PRJ Consulting, Inc.	CA	Classification	2019-07-22 17:59:12	jeff.lipis@prjconsulting.com	Bid Notification
ProDIGIQ, Inc.	CA	Classification	2019-07-22 17:59:12	rene.lopez@prodigiq.com	Bid Notification
ProDIGIQ, Inc.	CA	Classification	2019-07-22 17:59:12	info@prodigiq.com	Bid Notification
ProEnergy Services, LLC	MO	Classification	2019-07-22 17:59:12	kpatterson@proenergyservices.com	Bid Notification
Professional Compliance Consulting	MN	Classification	2019-07-22 17:59:12	rob.smith@pcc-nerc.com	Bid Notification
Professional Computing Resources	MI	Self Invited	2019-08-02 10:08:01	dmashburn@pcr.com	Addendum Notification
Professional Computing Resources	MI	Self Invited	2019-08-02 15:15:59	dmashburn@pcr.com	Bid Answer
Professional Computing Resources	MI	Self Invited	2019-08-15 13:22:15	dmashburn@pcr.com	Addendum Notification
Professional Computing Resources	MI	Self Invited	2019-09-10 09:57:09	dmashburn@pcr.com	Addendum Notification
Professional Computing Resources	MI	Self Invited	2019-09-13 12:50:05	dmashburn@pcr.com	Addendum Notification
ProjectCorps	WA	Classification	2019-07-22 17:59:12	sgaddie@projectcorps.com	Bid Notification
Project for Public Spaces	NY	Classification	2019-07-22 17:59:12	info@pps.org	Bid Notification
Project Partners LLC	CA	Classification	2019-07-22 17:59:12	tthompson@projectp.com	Bid Notification
prolim Global corporation	TX	Classification	2019-07-22 17:59:12	aqeel.queshi@prolim.com	Bid Notification
Promevo, LLC	KY	Classification	2019-07-22 17:59:12	billing@promevo.com	Bid Notification
Pulselight, LLC	TX	Classification	2019-07-22 17:59:12	rfinlayson@pulselight.com	Bid Notification
Quanteq Systems, Inc.	CA	Classification	2019-07-22 17:59:12	myesha@gmail.com	Bid Notification
Questivity Inc	CA	Classification	2019-07-22 17:59:12	hsohel@questivity.com	Bid Notification
Quest Media and Supplies, Inc.	CA	Classification	2019-07-22 17:59:12	amy_comi@questsys.com	Bid Notification
Quintel-MC, Inc.	CO	Classification	2019-07-22 17:59:12	hilary.basile@quintel-mc.com	Bid Notification
RADgov Inc.	FL	Classification	2019-07-22 17:59:12	rmartin@radgov.com	Bid Notification
Radiant Technology Solutions	FL	Classification	2019-07-22 17:59:12	sales@radiant-tech.net	Bid Notification
Rafael Vinoly Architects	NY	Classification	2019-07-22 17:59:12	alamberti@rvapc.com	Bid Notification
Rainbow Data Systems, Inc.	OH	Classification	2019-07-22 17:59:12	drenolds@rainbowdata.com	Bid Notification
Rain Networks	WA	Classification	2019-07-22 17:59:12	nathan@rainnetworks.com	Bid Notification
Randall Scott Architects	TX	Classification	2019-07-22 17:59:12	pscott@rsarchitects.com	Bid Notification
Real Web Consulting, Inc.	CA	Classification	2019-07-22 17:59:12	jamal.ogans@getarealsite.com	Bid Notification
Red Mountain Technologies	WA	Classification	2019-07-22 17:59:12	skbergam@gmail.com	Bid Notification
REFVerify Inc	CA	Classification	2019-07-22 17:59:12	af@alfatekcorp.com	Bid Notification
REFVerify Inc	CA	Classification	2019-08-02 10:08:01	af@alfatekcorp.com	Addendum Notification
REFVerify Inc	CA	Classification	2019-08-02 15:15:59	af@alfatekcorp.com	Bid Answer
REFVerify Inc	CA	Classification	2019-08-15 13:22:15	af@alfatekcorp.com	Addendum Notification
REFVerify Inc	CA	Classification	2019-09-10 09:57:09	af@alfatekcorp.com	Addendum Notification
REFVerify Inc	CA	Classification	2019-09-13 12:50:05	af@alfatekcorp.com	Addendum Notification
Remy Corporation	CO	Classification	2019-07-22 17:59:12	chris@remycorp.com	Bid Notification
Renaissance Learning, Inc.	WI	Classification	2019-07-22 17:59:12	askproposals@renaissance.com	Bid Notification
rene gonzalez architect	FL	Classification	2019-07-22 17:59:12	monica@renegonzalezarchitect.com	Bid Notification
Rene Gonzalez Architect	FL	Classification	2019-07-22 17:59:12	kevin@renegonzalezarchitect.com	Bid Notification
Rene Gonzalez Architect	FL	Classification	2019-07-22 17:59:12	pina@renegonzalezarchitect.com	Bid Notification
Rene Gonzalez Architect, Inc.	FL	Classification	2019-07-22 17:59:12	chloe@renegonzalezarchitect.com	Bid Notification
Renewable Energy Systems	CO	Classification	2019-07-22 17:59:12	laura.dolan@res-group.com	Bid Notification
Republic Systems, Inc	CT	Classification	2019-07-22 17:59:12	james@republicsystems.com	Bid Notification
Resource Associates International, Inc.	WA	Classification	2019-07-22 17:59:12	sales@raiinc.com	Bid Notification
Resource Data, Inc. (RDI)	TX	Classification	2019-07-22 17:59:12	salesandmarketing@resourcedata.com	Bid Notification
Reva Solutions Inc.	WA	Classification	2019-07-22 17:59:12	mdebenedetti@revasolutions.com	Bid Notification
Reynolds, Smith and Hills, Inc.	FL	Classification	2019-07-22 17:59:12	marianne.keator@rsandh.com	Bid Notification
RFx Analyst	DE	Classification	2019-07-22 17:59:12	rpf@rfxanalyst.com	Bid Notification
RIB U.S. Cost	TX	Classification	2019-07-22 17:59:12	trina.freeman@rib-uscost.com	Bid Notification
RicciGreene Associates	NY	Classification	2019-07-22 17:59:12	frank@riccigreene.com	Bid Notification
RIIBC INC	NY	Classification	2019-07-22 17:59:12	ralmog@riidllc.com	Bid Notification
Rivco	CA	Classification	2019-07-22 17:59:12	newitus@gmail.com	Bid Notification
Riversand Technologies, Inc.	TX	Classification	2019-07-22 17:59:12	joelLembry@riversand.com	Bid Notification
R. J. Heisenbottle Architects, P.A.	FL	Classification	2019-07-22 17:59:12	kgreen@rjha.net	Bid Notification
RJT Solution Beacon Inc.	CA	Classification	2019-07-22 17:59:12	bala@rjtcompuquest.com	Bid Notification
RK Dixon	IA	Classification	2019-07-22 17:59:12	smccoy@rkdixon.com	Bid Notification
RL CONSULTANTS, INC.	CA	Classification	2019-07-22 17:59:12	LIZ.RLCONSULTANTS@GMAIL.COM	Bid Notification
ROI Healthcare Solutions	GA	Classification	2019-07-22 17:59:12	jeff.powell@roihs.com	Bid Notification
Royal 4 Systems	CA	Classification	2019-07-22 17:59:12	larryp@royal4.com	Bid Notification
Royal Media Network	MD	Classification	2019-07-22 17:59:12	jojo@royalimagingsolutions.com,eddie@royalimagingsolutions.com,kristofferson@royalimagingsolutions.com,PIA@ROYALIMAGINGSOLUTIONS.COM,marivic@royalimagingsolutions.com,rodolfo@royalimagingsolutions.com,Evado@royalimagingsolutions.com,christiana.a@royalimagingsolutions.com,regielynne@royalimagingsolutions.com	Bid Notification
Royal Media Network Inc.	MD	Classification	2019-07-22 17:59:12	lorence@royalimagingsolutions.com	Bid Notification

RPI Consultants, LLC	MD	Classification	2019-07-22 17:59:12	lmattson@rpcic.com	Bid Notification
RPR Wyatt Inc.	AZ	Classification	2019-07-22 17:59:12	dredfield@rprwyatt.com	Bid Notification
RSP Architects	MN	Classification	2019-07-22 17:59:12	bids@rsparch.com	Bid Notification
RTZ Associates, Inc.	CA	Classification	2019-07-22 17:59:12	doug@getcare.com	Bid Notification
Runestone Solutions	MT	Classification	2019-07-22 17:59:12	regina.elmose@runestonesolutions.com	Bid Notification
RW Management Group, Inc.	WI	Classification	2019-07-22 17:59:12	twalker@rwmanagementgroup.com	Bid Notification
S4i Systems, inc.	CA	Classification	2019-07-22 17:59:12	arodriguez@s4isystems.com	Bid Notification
Sage Group Consulting, Inc.	IL	Classification	2019-07-22 17:59:12	sales1@sageci.com	Bid Notification
SAIC Energy, Environment & Infrastructure, LLC	FL	Classification	2019-07-22 17:59:12	frank.alonso@saic.com	Bid Notification
SAIC Energy, Environment & Infrastructure, LLC	OK	Classification	2019-07-22 17:59:12	michele.j.olson@saic.com	Bid Notification
Sal, Johnson and Associates	FL	Classification	2019-07-22 17:59:12	chernandez@csisoft.com	Bid Notification
Sally Swanson Architects, Inc.	CA	Classification	2019-07-22 17:59:12	ssa@swanarch.com	Bid Notification
SAP	PA	Classification	2019-07-22 17:59:12	d.crowe@sap.com	Bid Notification
SAP America	IL	Classification	2019-07-22 17:59:12	tina.mcintosh@sap.com	Bid Notification
SAP Public Services, Inc.	DC	Classification	2019-07-22 17:59:12	melody.sowers@sap.com	Bid Notification
SAP Public Services, Inc.	PA	Classification	2019-07-22 17:59:12	public-services.usa@sap.com	Bid Notification
SARATHI TECHNOLOGIES INC	CA	Classification	2019-07-22 17:59:12	SIRI@SARATHITECH.COM	Bid Notification
Sasaki	MD	Classification	2019-07-22 17:59:12	alyons@sasaki.com	Bid Notification
Sau Enterprise Group	FL	Classification	2019-07-22 17:59:12	sautuiolosega@gmail.com	Bid Notification
Scalable Software	TX	Classification	2019-07-22 17:59:12	jeffrey.fink@scalable.com	Bid Notification
SCLIN TECHNOLOGY	NJ	Classification	2019-07-22 17:59:12	VSAHIT@GMAIL.COM	Bid Notification
Scott Edwards Architecture	OR	Classification	2019-07-22 17:59:12	jlee@seallp.com	Bid Notification
SDI Maps	KY	Classification	2019-07-22 17:59:12	kcalhoun@sdimaps.com	Bid Notification
Seeds of Genius	MD	Classification	2019-07-22 17:59:12	ebentsen@seedsofgenius.com	Bid Notification
Selectron Technologies	OR	Classification	2019-07-22 17:59:12	salesadmin@stigov.com	Bid Notification
Sevenoutsource	DE	Self Invited	2019-08-02 10:08:01	rfpalerts@gmail.com	Addendum Notification
Sevenoutsource	DE	Self Invited	2019-08-02 15:15:59	rfpalerts@gmail.com	Bid Answer
Sevenoutsource	DE	Self Invited	2019-08-15 13:22:15	rfpalerts@gmail.com	Addendum Notification
Sevenoutsource	DE	Self Invited	2019-09-10 09:57:09	rfpalerts@gmail.com	Addendum Notification
Sevenoutsource	DE	Self Invited	2019-09-13 12:50:05	rfpalerts@gmail.com	Addendum Notification
S & F Software Solutions Inc.	IL	Classification	2019-07-22 17:59:12	afarhin@sandfbizsolutions.com	Bid Notification
Shade & Putnam Technology Solutions	CA	Classification	2019-07-22 17:59:12	Paul@sp-ega.com	Bid Notification
Sharper Technology Inc	CA	Classification	2019-07-22 17:59:12	mikeh@sharpertechnology.com	Bid Notification
Shaw Industries	GA	Classification	2019-07-22 17:59:12	india.pritchett@shawinc.com	Bid Notification
SHoP	NY	Classification	2019-07-22 17:59:12	eld@shoparc.com	Bid Notification
ShopK12, Inc	OR	Classification	2019-07-22 17:59:12	info@shopk12.com	Bid Notification
Shred-it USA LLC	IL	Classification	2019-07-22 17:59:12	peter.sansone@shredit.com	Bid Notification
Siemens Smart Grid Division	MN	Classification	2019-07-22 17:59:12	rory.lewis@siemens.com	Bid Notification
Sierra-Cedar, Inc.	GA	Classification	2019-07-22 17:59:12	fenton.penna@sierra-cedar.com	Bid Notification
Sierra-Cedar, Inc.	GA	Classification	2019-07-22 17:59:12	marty.hellenberg@sierra-cedar.com	Bid Notification
Sierra Experts	PA	Classification	2019-07-22 17:59:12	bfreshwater@SierraExperts.com	Bid Notification
SIGMAWAYS INC	CA	Classification	2019-07-22 17:59:12	prakash@sigmaways.com	Bid Notification
Silver Sky Soft Services, Inc.	CA	Classification	2019-07-22 17:59:12	madhuri@silverskysoft.com	Bid Notification
Simpson Gumpertz & Heger Inc.	MA	Classification	2019-07-22 17:59:12	jbrager@sgh.com	Bid Notification
Sistema Technologies	TX	Classification	2019-07-22 17:59:12	mario@sistemattechnologies.com	Bid Notification
Siteimprove, Inc.	CA	Classification	2019-07-22 17:59:12	accountingus@siteimprove.com	Bid Notification
Skyrocket Softworks	CA	Classification	2019-07-22 17:59:12	jen@skyrocketsoftworks.com	Bid Notification
Slickdata LLC	NJ	Classification	2019-07-22 17:59:12	rocky@slickdata.com	Bid Notification
SmallPond LLC	IN	Classification	2019-07-22 17:59:12	eric@smallpondllc.com	Bid Notification
SMARTCLASS LLC	MD	Classification	2019-07-22 17:59:12	simsek97@gmail.com	Bid Notification
SmartCOP, Inc.	FL	Classification	2019-07-22 17:59:12	melissa.smith@cts-america.com	Bid Notification
Smart Energy Water	CA	Classification	2019-07-22 17:59:12	rfp@smartusys.com	Bid Notification
SmartProcure	FL	Self Invited	2019-08-02 10:08:01	jeff@smartprocure.us	Addendum Notification
SmartProcure	FL	Self Invited	2019-08-02 15:15:59	jeff@smartprocure.us	Bid Answer
SmartProcure	FL	Self Invited	2019-08-15 13:22:15	jeff@smartprocure.us	Addendum Notification
SmartProcure	FL	Self Invited	2019-09-10 09:57:09	jeff@smartprocure.us	Addendum Notification
SmartProcure	FL	Self Invited	2019-09-13 12:50:05	jeff@smartprocure.us	Addendum Notification
Smartspace Software Plc	TX	Classification	2019-07-22 17:59:12	ajuarbe@smartspaceplc.com	Bid Notification
Smartspace Software Plc	TX	Classification	2019-08-02 10:08:01	ajuarbe@smartspaceplc.com	Addendum Notification
Smartspace Software Plc	TX	Classification	2019-08-02 15:15:59	ajuarbe@smartspaceplc.com	Bid Answer
Smartspace Software Plc	TX	Classification	2019-08-15 13:22:15	ajuarbe@smartspaceplc.com	Addendum Notification
Smartspace Software Plc	TX	Classification	2019-09-10 09:57:09	ajuarbe@smartspaceplc.com	Addendum Notification
Smartspace Software Plc	TX	Classification	2019-09-13 12:50:05	ajuarbe@smartspaceplc.com	Addendum Notification
Smarty Ants, Inc.	CA	Classification	2019-07-22 17:59:12	customerservice@smartyants.com	Bid Notification
SMG	PA	Classification	2019-09-09 10:48:34	cmastripolito@smgworld.com	Bid Notification
SMS Systems Maintenance Services, Inc	CA	Classification	2019-07-22 17:59:12	lsteinberg@sysmaint.com	Bid Notification
SNAP INC	VA	Classification	2019-07-22 17:59:12	AARORA@SNAPINC.NET	Bid Notification
Social Solutions	MD	Classification	2019-07-22 17:59:12	bsakal@socialsolutions.com	Bid Notification
Sofbang LLC	IL	Classification	2019-07-22 17:59:12	rfp@sofbang.com	Bid Notification
Softchoice	IL	Classification	2019-07-22 17:59:12	ared@softchoice.com	Bid Notification
Softchoice Corporation	IL	Classification	2019-07-22 17:59:12	sledus@softchoice.com	Bid Notification

SoftwareONE Inc	WI	Classification	2019-07-22 17:59:12	Gov-Bids.us@softwareone.com	Bid Notification
Softworks	CA	Classification	2019-07-22 17:59:12	lletto@softworks.com	Bid Notification
Solea Solutions	FL	Classification	2019-07-22 17:59:12	tony@soleasolutions.com	Bid Notification
SolTech Apps, Inc	TX	Classification	2019-07-22 17:59:12	ravi.gonuguntla@soltechapps.com	Bid Notification
South American Jets	FL	Classification	2019-07-22 17:59:12	vjokin@southjets.com	Bid Notification
Spalding DeDecker Associates, Inc.	MI	Classification	2019-07-22 17:59:12	bstanek@sda-eng.com	Bid Notification
Splan Inc	CA	Classification	2019-07-22 17:59:12	guru@splan.com	Bid Notification
Spruce Technology, Inc.	NJ	Self Invited	2019-08-02 10:08:01	RFP@sprucetech.com	Addendum Notification
Spruce Technology, Inc.	NJ	Self Invited	2019-08-02 15:15:59	RFP@sprucetech.com	Bid Answer
Spruce Technology, Inc.	NJ	Self Invited	2019-08-15 13:22:15	RFP@sprucetech.com	Addendum Notification
Spruce Technology, Inc.	NJ	Self Invited	2019-09-10 09:57:09	RFP@sprucetech.com	Addendum Notification
Spruce Technology, Inc.	NJ	Self Invited	2019-09-13 12:50:05	RFP@sprucetech.com	Addendum Notification
SSOE Group	OH	Classification	2019-07-22 17:59:12	shamizadeh@ssoe.com	Bid Notification
Stafford Act and Disaster Recovery Services	NV	Classification	2019-07-22 17:59:12	jgroom@staffordact-dr.com	Bid Notification
Stages Consultants, LLC	NJ	Classification	2019-07-22 17:59:12	heather@stagesconsultants.com	Bid Notification
Stantec	MA	Classification	2019-07-22 17:59:12	jessica.darling@stantec.com	Bid Notification
Stantec	MN	Classification	2019-07-22 17:59:12	amy.strasheim@stantec.com	Bid Notification
Stantec	WA	Classification	2019-07-22 17:59:12	cheryl.jemar@stantec.com	Bid Notification
Stantec Consulting Services Inc.	OH	Classification	2019-07-22 17:59:12	amanda.lienemann@stantec.com	Bid Notification
Stantec Consulting Services, Inc.	CA	Classification	2019-07-22 17:59:12	don.marsh@stantec.com	Bid Notification
Starboard Consulting LLC	FL	Classification	2019-07-22 17:59:12	kbuck@starboard-consulting.com	Bid Notification
Stellar Services, Inc.	NY	Classification	2019-07-22 17:59:12	contact@stellarservices.com	Bid Notification
Sterling Computers Corporation	SD	Classification	2019-07-22 17:59:12	alex.delao@sterlingcomputers.com	Bid Notification
Stewards of Change Consulting, LLC	NY	Classification	2019-07-22 17:59:12	msmith@stewardsofchange.com	Bid Notification
StoneCreek Partners LLC	NV	Classification	2019-07-22 17:59:12	don.bredberg@stonecreekllc.com	Bid Notification
Storage Applications Inc	TX	Classification	2019-07-22 17:59:12	john@r-associates.com	Bid Notification
StoresIQ Inc	CA	Classification	2019-07-22 17:59:12	akeem@storesiq.com	Bid Notification
Strategic Advisory Group	GA	Classification	2019-07-22 17:59:12	merrie@strategicadvisorygroup.net	Bid Notification
Strategic Hardware	WA	Classification	2019-07-22 17:59:12	brian.lahoue@strategichardware.us	Bid Notification
Strategic Solutions Group Llc	MA	Classification	2019-07-22 17:59:12	mchin@ssg-llc.com	Bid Notification
Stratium Consulting Group, Inc.	TX	Classification	2019-07-22 17:59:12	jackson.gayle@stratiumconsulting.com	Bid Notification
Streambox Inc.	WA	Classification	2019-07-22 17:59:12	jeff@streambox.com	Bid Notification
StreamLink Software	OH	Classification	2019-07-22 17:59:12	cbfalar@streamlinksoftware.com	Bid Notification
Structural Workshop, LLC	NJ	Classification	2019-07-22 17:59:12	joedip@structuralworkshop.com	Bid Notification
Structure Technologies, Inc.	IL	Classification	2019-07-22 17:59:12	tmote@structure-tech.com	Bid Notification
Studica Inc	NY	Classification	2019-07-22 17:59:12	jims@studica.com	Bid Notification
Sturgis Web Services	SC	Classification	2019-07-22 17:59:12	will@sturgiswebservices.com	Bid Notification
STV INC	CA	Classification	2019-07-22 17:59:12	aaron.silver@stvinc.com	Bid Notification
SubTerra, Inc	WA	Classification	2019-07-22 17:59:12	pbreeds@subterra.us	Bid Notification
Summit 7 Systems	AL	Classification	2019-07-22 17:59:12	amy.edwards@summit7systems.com	Bid Notification
Summ-IT Healthcare Consulting Services LLC	FL	Classification	2019-07-22 17:59:12	vinod@gosummit.com	Bid Notification
Sundberg Kennedy Ly-Au Young Architects	WA	Classification	2019-07-22 17:59:12	nikola@sklarchitects.com	Bid Notification
Sunny City Enterprises, Inc.	CA	Classification	2019-07-22 17:59:12	francisco.esparza@sbcitpros.com	Bid Notification
SUPERIOR LOCK & SAFE	CA	Classification	2019-07-22 17:59:12	SUPERIORLOCK@AOL.COM	Bid Notification
SWP Capital Group	TX	Classification	2019-07-22 17:59:12	sheldan@swpcapitalgroup.com	Bid Notification
Symphony Management Consulting	NC	Classification	2019-07-22 17:59:12	jmorse@symphony-consulting.com	Bid Notification
SymSoft Solutions, LLC	CA	Classification	2019-07-22 17:59:12	abdul@symsoftsolutions.com	Bid Notification
Synadapt Solutions LLC	FL	Classification	2019-07-22 17:59:12	liz.cristofano@synadapt.com	Bid Notification
Synapse Technologies Inc.	CA	Classification	2019-07-22 17:59:12	rarcher@synapse.bz	Bid Notification
Synaptec Software, Inc.	CO	Classification	2019-07-22 17:59:12	phil@lawbase.com	Bid Notification
Sypherlink, Inc.	OH	Classification	2019-07-22 17:59:12	charlisa.marcum@saama.com	Bid Notification
Syscan RS inc.	QC	Classification	2019-07-22 17:59:12	ygervais@syscanrs.com	Bid Notification
System Automation Corporation	MD	Classification	2019-07-22 17:59:12	procurements@systemautomation.com	Bid Notification
System Innovators Inc.	FL	Classification	2019-07-22 17:59:12	sales@systeminnovators.com	Bid Notification
System Soft Technologies	FL	Classification	2019-07-22 17:59:12	neha.desai@sstech.us	Bid Notification
T2 Systems, Inc.	IN	Classification	2019-07-22 17:59:12	lauren.santillano@t2systems.com	Bid Notification
Tactile Design Group LLC	PA	Classification	2019-07-22 17:59:12	m.coleman@thetactilegroup.com	Bid Notification
Tallan, Inc.	CT	Classification	2019-07-22 17:59:12	joseph.giessner@tallan.com	Bid Notification
TCC Software Solutions	IN	Classification	2019-07-22 17:59:12	bids@e-tcc.com	Bid Notification
teamdynamix	OH	Classification	2019-07-22 17:59:12	david.gladstein@teamdynamix.com	Bid Notification
Tech Data	FL	Classification	2019-07-22 17:59:12	carol.kornell@techdata.com	Bid Notification
Tech-Net Inc	CA	Classification	2019-07-22 17:59:12	prasad@tech-netinc.com	Bid Notification
Technocratsinc, Inc	NC	Classification	2019-07-22 17:59:12	mike.smith@technocratsinc.com	Bid Notification
TekFriends	TX	Classification	2019-07-22 17:59:12	via@tekfriends.com	Bid Notification
Teknion Data Solutions	TX	Classification	2019-07-22 17:59:12	paston@teknionusa.com	Bid Notification
Tellus Solutions	CA	Classification	2019-07-22 17:59:12	jineshj@tellussol.com	Bid Notification
Telvent USA	CO	Classification	2019-07-22 17:59:12	Trisha.Pendley@Telvent.com	Bid Notification
TEMCO FACILITY SERVICES	NY	Classification	2019-07-22 17:59:12	hpandian@temcoservices.com	Bid Notification
Tepia Co, Inc.	CA	Classification	2019-07-22 17:59:12	abraham@tepia.co	Bid Notification
Tesis USA LLC.	TX	Classification	2019-07-22 17:59:12	hrtesisnorth@tesis.com	Bid Notification
TEVIS ARCHITECTS	KS	Classification	2019-07-22 17:59:12	LSHANKS@TEVISARCHITECTS.COM	Bid Notification
Texas A&M Transportation Institute	TX	Classification	2019-07-22 17:59:12	rdobids@tti.tamu.edu	Bid Notification



The ACT-1 Group	CA	Classification	2019-07-22 17:59:12	joe@dssi.com	Bid Notification
The CAPO Group	TX	Classification	2019-07-22 17:59:12	john.trinidad@gti1.com	Bid Notification
The Clark Enersen Partners	MO	Classification	2019-07-22 17:59:12	marketing@clarkenersen.com	Bid Notification
THE GI GROUP LLC	NJ	Classification	2019-07-22 17:59:12	brad_goel@oculusit.com	Bid Notification
The Horus Group LLC	TX	Classification	2019-07-22 17:59:12	gblack@horusgroupllc.com	Bid Notification
The IQ Business Group, Inc.	VA	Classification	2019-07-22 17:59:12	business.development@iqbginc.com	Bid Notification
Thermo Bond Buildings	SD	Classification	2019-07-22 17:59:12	jon@thermobond.com	Bid Notification
The Understanding Group	MI	Classification	2019-07-22 17:59:12	grant@understandinggroup.com	Bid Notification
thingtech	GA	Classification	2019-07-22 17:59:12	tim.quinn@thingtech.com	Bid Notification
thingtech	GA	Classification	2019-08-15 13:22:15	tim.quinn@thingtech.com	Addendum Notification
thingtech	GA	Classification	2019-09-10 09:57:09	tim.quinn@thingtech.com	Addendum Notification
thingtech	GA	Classification	2019-09-13 12:50:05	tim.quinn@thingtech.com	Addendum Notification
ThingTech LLC	GA	Classification	2019-07-22 17:59:12	brian.corcoran@thingtech.com	Bid Notification
ThinkSmart, LLC	CA	Classification	2019-07-22 17:59:12	sjenkins@thinksmart.com	Bid Notification
Thinkstream, Inc.	LA	Classification	2019-07-22 17:59:12	oo@thinkstream.com	Bid Notification
Thomas Gallaway Corporation	CA	Classification	2019-07-22 17:59:12	vendorbids@technologent.com	Bid Notification
Thomson Reuters	MI	Classification	2019-07-22 17:59:12	katy.mintz@thomsonreuters.com	Bid Notification
Tiger Direct	IL	Classification	2019-07-22 17:59:12	donald.phelps@tigerdirect.com	Bid Notification
Tigerdirect Inc	FL	Classification	2019-07-22 17:59:12	Derek.James@Tigerdirect.com	Bid Notification
Timmons Group, Inc.	VA	Classification	2019-07-22 17:59:12	greg.stephenson@timmons.com	Bid Notification
TISSCO	CA	Classification	2019-07-22 17:59:12	mano@tissco.net	Bid Notification
TMA Systems, LLC	OK	Self Invited	2019-08-02 10:08:01	mike.holmes@tmasystems.com	Addendum Notification
TMA Systems, LLC	OK	Self Invited	2019-08-02 15:15:59	mike.holmes@tmasystems.com	Bid Answer
TMA Systems, LLC	OK	Self Invited	2019-08-15 13:22:15	mike.holmes@tmasystems.com	Addendum Notification
TMA Systems, LLC	OK	Self Invited	2019-09-10 09:57:09	mike.holmes@tmasystems.com	Addendum Notification
TMA Systems, LLC	OK	Self Invited	2019-09-13 12:50:05	mike.holmes@tmasystems.com	Addendum Notification
Tobias International	TX	Classification	2019-07-22 17:59:12	stacey.crow@tobiassystems.com	Bid Notification
Tompkins Associates	MO	Classification	2019-07-22 17:59:12	ljs@tom-arch.com	Bid Notification
Total Communications Inc.	CT	Classification	2019-07-22 17:59:12	markdenslow@totalcomm.com	Bid Notification
Trans-Tel Central	OK	Classification	2019-07-22 17:59:12	germaine.jenkins@trans-tel.com	Bid Notification
TranSystems	MO	Classification	2019-07-22 17:59:12	jwzimmermann@transystems.com	Bid Notification
TranSystems	MO	Classification	2019-07-22 17:59:12	akpate@transystems.com	Bid Notification
TRC Engineers, Inc.	LA	Classification	2019-07-22 17:59:12	mschrepfer@trcsolutions.com	Bid Notification
TreanorHL	KS	Classification	2019-07-22 17:59:12	brenolds@treanorhl.com	Bid Notification
Treeno Software	NH	Classification	2019-07-22 17:59:12	jfx@treenosoftware.com	Bid Notification
Trianz Consulting Inc.	VA	Classification	2019-07-22 17:59:12	rohit.choudhuri@trianz.com	Bid Notification
Trianz Inc	CA	Classification	2019-07-22 17:59:12	gideon.kory@trianz.com	Bid Notification
Trinoor	GA	Classification	2019-07-22 17:59:12	rory.scott@trinoor.com	Bid Notification
TriZetto Corporation	CO	Classification	2019-07-22 17:59:12	regina.ramey@trizetto.com	Bid Notification
Trofholtz Technologies, Inc.	CA	Classification	2019-07-22 17:59:12	bids@trofholtz.com	Bid Notification
Two Trails, Inc	FL	Classification	2019-07-22 17:59:12	pete@twotrails.com	Bid Notification
UGL Services Unico Operations Co.	MA	Classification	2019-07-22 17:59:12	SMalcolmson@na.ugllimited.com	Bid Notification
Unified Field	NY	Classification	2019-07-22 17:59:12	akaynan@unifiedfield.com	Bid Notification
Urban Strategies Inc.	ON	Classification	2019-07-22 17:59:12	asullivan@urbanstrategies.com	Bid Notification
URS	NC	Classification	2019-07-22 17:59:12	ryan.belyea@urs.com	Bid Notification
URS Corporation	TX	Classification	2019-07-22 17:59:12	diana.oconnor@urs.com	Bid Notification
URS Corporation	TX	Classification	2019-07-22 17:59:12	lorre.walker@urs.com	Bid Notification
U.S. Cost Incorporated	CO	Classification	2019-07-22 17:59:12	elisabeth.cachay@uscost.com	Bid Notification
Ueware, Inc.	CA	Classification	2019-07-22 17:59:12	azhang@able-soft.com	Bid Notification
US Funks Engineering, Inc	CO	Classification	2019-07-22 17:59:12	ron.keller@funks-eng.com	Bid Notification
UST Global Inc.	CA	Classification	2019-07-22 17:59:12	Jose.Koshy@ust-global.com	Bid Notification
V3iT Consulting Inc.	IL	Classification	2019-07-22 17:59:12	rfp@v3it.com	Bid Notification
Valor Systems, Inc.	IL	Classification	2019-07-22 17:59:12	mceleski@valorsystems.com	Bid Notification
Vantage Technology Consulting Group	CA	Classification	2019-07-22 17:59:12	jennifer.horito@vantagetcg.com	Bid Notification
Vaske Computer Inc	MN	Classification	2019-07-22 17:59:12	smstefano@collier-it.com	Bid Notification
vCloud Tech Inc.	CA	Classification	2019-07-22 17:59:12	vcloud@vcloudtech.com	Bid Notification
Vecna Technnologies	MA	Classification	2019-07-22 17:59:12	gm-subscriptions@vecna.com	Bid Notification
Vector Networks, Inc.	GA	Classification	2019-07-22 17:59:12	eweaver@vector-networks.com	Bid Notification
VendorLink, LLC	FL	Classification	2019-07-22 17:59:12	contactus@evendorlink.com	Bid Notification
Ventraq Corporation	MD	Classification	2019-07-22 17:59:12	sales@netplustms.com	Bid Notification
Veolia	TX	Classification	2019-07-22 17:59:12	vinio.floris@veolia.com	Bid Notification
Verbatim Reporting & Transcription LLC	TX	Classification	2019-07-22 17:59:12	kimberly@verbatimrt.com	Bid Notification
Veris Associates, Inc.	PA	Classification	2019-07-22 17:59:12	info@verisvisalign.com	Bid Notification
Veristream, LLC	FL	Classification	2019-07-22 17:59:12	mourad.bastowros@veristream.com	Bid Notification
Versadial Corporation	CA	Classification	2019-07-22 17:59:12	elenas@versadial.com	Bid Notification
VESTRA Resources, Inc.	CA	Classification	2019-07-22 17:59:12	kwilkes@vestra.com	Bid Notification
VFA, Inc.	MA	Classification	2019-07-22 17:59:12	mwintz@vfa.com	Bid Notification
Video Resources	CA	Classification	2019-07-22 17:59:12	swright@vrlegalresources.com	Bid Notification
Viewpoint Government Solutions	MA	Classification	2019-07-22 17:59:12	canderson@viewpointcloud.com	Bid Notification
Vinformax Systems Inc	CA	Classification	2019-07-22 17:59:12	us@vinformaxsystems.com	Bid Notification
Virtual Graffiti, Inc.	CA	Classification	2019-07-22 17:59:12	mike@virtualgraffiti.com	Bid Notification
Virtucom	GA	Classification	2019-07-22 17:59:12	proposals@virtucom.com	Bid Notification
Visionary Integration Professionals	CA	Classification	2019-07-22 17:59:12	aarpey@vipconsulting.com	Bid Notification

Vision Technologies Inc	MD	Classification	2019-07-22 17:59:12	sjohnson@visiontech.biz	Bid Notification
VISOR Consulting, LLC	KS	Classification	2019-07-22 17:59:12	peter.ho@visorconsulting.com	Bid Notification
Vitech Systems Group, Inc.	NY	Classification	2019-07-22 17:59:12	jamesvitiello@vitechinc.com	Bid Notification
Voyager Analytics	VA	Classification	2019-07-22 17:59:12	hendrik@voyager-analytics.com	Bid Notification
V-Soft Consulting Group, Inc.	KY	Classification	2019-07-22 17:59:12	rfp@vsoftconsulting.com	Bid Notification
VSolvit	CA	Classification	2019-07-22 17:59:12	marketing@vsolvit.com	Bid Notification
VS SOFT LLC	VA	Classification	2019-07-22 17:59:12	srinivas@vssoftinc.com	Bid Notification
Walsh	IL	Classification	2019-07-22 17:59:12	jsorensen@walshgroup.com	Bid Notification
Warner Nease Bost Architects, Inc.	MO	Classification	2019-07-22 17:59:12	jrosacker@wnbarchitects.com	Bid Notification
Wave Technology Solutions Gropup	CA	Classification	2019-07-22 17:59:12	amir@wave-tsg.com	Bid Notification
WDM Architects	KS	Classification	2019-07-22 17:59:12	awillmott@wdmarchitects.com	Bid Notification
WDM Architects P.A.	KS	Classification	2019-07-22 17:59:12	jvanhecke@wdmarchitects.com	Bid Notification
WebINTENSIVE Software, LLC	NY	Classification	2019-07-22 17:59:12	jeff@webintensive.com	Bid Notification
Weidlinger Associates, Inc.	NY	Classification	2019-07-22 17:59:12	ponsades@wai.com	Bid Notification
WellSky Corporation	KS	Classification	2019-07-22 17:59:12	marsha.blankenship@wellsky.com	Bid Notification
Wendel	NY	Classification	2019-07-22 17:59:12	marketing@wendelcompanies.com	Bid Notification
Wendel	NY	Classification	2019-07-22 17:59:12	jhavrilla@wendelcompanies.com	Bid Notification
Westin Engineering, Inc.	IL	Classification	2019-07-22 17:59:12	brenda.hagg@we-inc.com	Bid Notification
West Plains Engineering	SD	Classification	2019-07-22 17:59:12	kelli.crouse@westplainsengineering.com	Bid Notification
WeVideo Inc	CA	Classification	2019-07-22 17:59:12	greg@wevideo.com	Bid Notification
Wideth Smith Nolting & Associates, Inc.	MN	Classification	2019-07-22 17:59:12	rochester@wsn.us.com	Bid Notification
Williams Architects	IL	Classification	2019-07-22 17:59:12	ohhenderson@williams-architects.com	Bid Notification
Wilson Business Integrators, Inc.	CA	Classification	2019-07-22 17:59:12	bwilson@wilsongrp.com	Bid Notification
Winbourne Consulting LLC	VA	Classification	2019-07-22 17:59:12	jidelson@w-llc.com	Bid Notification
Winnovation LLC	KS	Classification	2019-07-22 17:59:12	m.desai@winnovation.co	Bid Notification
Wiss, Janney, Elstner Associates, Inc.	CA	Classification	2019-07-22 17:59:12	rwalthers@wje.com	Bid Notification
Wole Ikotun	MD	Classification	2019-07-22 17:59:12	wole.ikotun@ikgenesys.com	Bid Notification
Wood Environment & Infrastructure Solutions, Inc.	CO	Classification	2019-07-22 17:59:12	donna.adams2@amecfw.com	Bid Notification
WORK Architecture Company	NY	Classification	2019-07-22 17:59:12	jp@work.ac	Bid Notification
WorleyParsons	CA	Classification	2019-07-22 17:59:12	michele.santangelo@worleyparsons.com	Bid Notification
WorleyParsons Group Inc.	TX	Classification	2019-07-22 17:59:12	Erica.Waddell@worleyparsons.com	Bid Notification
wqdee inc	GA	Classification	2019-07-22 17:59:12	sales5@crapmail.org	Bid Notification
WSP Parsons Brinckerhoff	MD	Classification	2019-07-22 17:59:12	Borronigm@pbworld.com	Bid Notification
Xerox Consultant Company, Inc.	NJ	Classification	2019-07-22 17:59:12	victoria.malinchak@xerox.com	Bid Notification
Xerox State and Local Solutions	KY	Classification	2019-07-22 17:59:12	keith.robinson@xerox.com	Bid Notification
xft Inc.	FL	Classification	2019-07-22 17:59:12	jochen.hager@xft.com	Bid Notification
Xybion Technology Solutions	PA	Classification	2019-07-22 17:59:12	ctompkins@xybion.com	Bid Notification
XYPLES LLC	TX	Classification	2019-07-22 17:59:12	tokenkwor@xyples.com	Bid Notification
YADARI ENTERPRISES	CA	Classification	2019-07-22 17:59:12	TARA@YADARI.COM	Bid Notification
Yardi Systems, Inc.	CA	Classification	2019-07-22 17:59:12	xenia.lang@yardi.com	Bid Notification
Yost Grube Hall Architecture	OR	Classification	2019-07-22 17:59:12	amy@ygh.com	Bid Notification
Yuja Inc.	CA	Classification	2019-07-22 17:59:12	isaac.smith@yuja.com	Bid Notification
Zack Darling Creative Associates	CA	Classification	2019-07-22 17:59:12	proposals@zdca.com	Bid Notification
ZAI Gloal Inc	NJ	Classification	2019-07-22 17:59:12	rakeshg@zaiglobal.com	Bid Notification
Zeek Interactive, Inc.	CA	Classification	2019-07-22 17:59:12	steve@zeek.com	Bid Notification
ZeOmega	TX	Classification	2019-07-22 17:59:12	snewton@zeomega.com	Bid Notification
ZGF Architects LLP	WA	Classification	2019-07-22 17:59:12	melanie.yaris@zgf.com	Bid Notification
Ziiva	VA	Classification	2019-07-22 17:59:12	markk@ziiva.com	Bid Notification
ZOHO	CA	Classification	2019-07-22 17:59:12	lshankar@manageengine.com	Bid Notification
ZOHO Corporation	CA	Classification	2019-07-22 17:59:12	carol@zohocorp.com	Bid Notification
Zones, inc	WA	Classification	2019-07-22 17:59:12	judi.harvey@zones.com	Bid Notification
Zones, Inc.	WA	Classification	2019-07-22 17:59:12	teampa.goved@zones.com	Bid Notification
Zones, Inc.	WA	Classification	2019-07-22 17:59:12	jonathan.paddock@zones.com	Bid Notification
Zones, Inc.	WA	Classification	2019-07-22 17:59:12	teammn.goved@zones.com	Bid Notification
Zones, LLC	WA	Classification	2019-07-22 17:59:12	teamtx.goved@zones.com	Bid Notification

## Access Report

Agency

Bid Number

Bid Title

Association of Educational Purchasing Agencies

020-D

Facility Management Software

Vendor Name	Accessed First Time	Most Recent Access	Documents	Most Recent Response Date
vCloud Tech Inc.	2019-07-26 11:04 AM CDT	2019-09-09 07:55 AM CDT		
NVISH SOLUTIONS INC	2019-07-25 04:11 AM CDT	2019-07-25 04:11 AM CDT		
Spruce Technology, Inc.	2019-07-24 06:39 AM CDT	2019-07-24 06:40 AM CDT	AEPA IFB #020-D Facility Management Software - Part F Discount Pricing Workbook - FINAL.xlsx AEPA IFB #020-D Facility Management Software - Part E Signature Forms - FINAL.pdf AEPA IFB #020-D Facility Management Software - Part D Questionnaire - FINAL.docx AEPA IFB #020-D Facility Management Software - Part C Member Agency (State) Terms and Conditions - FINAL.pdf AEPA IFB #020-D Facility Management Software - Part B Specifications - FINAL.pdf AEPA IFB #020-D Facility Management Software - Part A Terms and Conditions - FINAL.pdf	
Notion One	2019-08-13 12:12 PM CDT	2019-08-13 01:09 PM CDT		
IT PARTNER LLC	2019-08-06 07:27 AM CDT	2019-08-06 07:29 AM CDT	AEPA IFB #020-D Facility Management Software - Part B Specifications - FINAL.pdf	
Dell	2019-08-26 03:56 PM CDT	2019-08-26 03:57 PM CDT	AEPA IFB #020-D Facility Management Software - Part A Terms and Conditions - FINAL.pdf	
Accruent	2019-07-23 08:48 AM CDT	2019-08-13 09:53 AM CDT	AEPA IFB #020-D Facility Management Software - Part F Discount Pricing Workbook - FINAL.xlsx AEPA IFB #020-D Facility Management Software - Part E Signature Forms - FINAL.pdf AEPA IFB #020-D Facility Management Software - Part D Questionnaire - FINAL.docx AEPA IFB #020-D Facility Management Software - Part C Member Agency (State) Terms and Conditions - FINAL.pdf AEPA Vendor Quarterly Report Template.pdf AEPA IFB #020-D Facility Management Software - Part B Specifications - FINAL.pdf AEPA IFB #020-D Facility Management Software - Part A Terms and Conditions - FINAL.pdf	
Aurigo Software Technologies Inc.	2019-07-23 09:15 AM CDT	2019-07-23 01:17 PM CDT	AEPA Vendor Quarterly Report Template.pdf AEPA IFB #020-D Facility Management Software - Part F Discount Pricing Workbook - FINAL.xlsx AEPA IFB #020-D Facility Management Software - Part E Signature Forms - FINAL.pdf AEPA IFB #020-D Facility Management Software - Part C Member Agency (State) Terms and Conditions - FINAL.pdf AEPA IFB #020-D Facility Management Software - Part A Terms and Conditions - FINAL.pdf AEPA IFB #020-D Facility Management Software - Part D Questionnaire - FINAL.docx AEPA IFB #020-D Facility Management Software - Part B Specifications - FINAL.pdf	
Smartspace Software Plc	2019-07-22 08:42 PM CDT	2019-07-22 08:43 PM CDT	AEPA IFB #020-D Facility Management Software - Part B Specifications - FINAL.pdf	
Database Development Services, Inc	2019-07-23 07:00 AM CDT	2019-07-23 07:05 AM CDT	AEPA Vendor Quarterly Report Template.pdf AEPA IFB #020-D Facility Management Software - Part B Specifications - FINAL.pdf	
Planon Corporation	2019-07-25 08:19 AM CDT	2019-08-15 04:24 PM CDT	AEPA Vendor Quarterly Report Template.pdf AEPA IFB #020-D Facility Management Software - Part F Discount Pricing Workbook - FINAL.xlsx AEPA IFB #020-D Facility Management Software - Part E Signature Forms - FINAL.pdf AEPA IFB #020-D Facility Management Software - Part D Questionnaire - FINAL.docx AEPA IFB #020-D Facility Management Software - Part C Member Agency (State) Terms and Conditions - FINAL.pdf AEPA IFB #020-D Facility Management Software - Part B Specifications - FINAL.pdf AEPA IFB #020-D Facility Management Software - Part A Terms and Conditions - FINAL.pdf	
epm solutions, llc	2019-07-24 02:47 PM CDT	2019-09-21 06:00 PM CDT	AEPA IFB #020-D Facility Management Software - Part B Specifications - FINAL.pdf	

thingtech	2019-08-05 08:40 AM CDT	2019-09-13 02:43 PM CDT	020-D Facility Management Software.m4a AEPA IFB #020-D Facility Management Software - Part C Member Agency (State) Terms and Conditions - Amended 9.10.19.pdf AEPA Vendor Quarterly Report Template.pdf AEPA IFB #020-D Facility Management Software - Part F Discount Pricing Workbook - FINAL.xlsx AEPA IFB #020-D Facility Management Software - Part E Signature Forms - FINAL.pdf AEPA IFB #020-D Facility Management Software - Part D Questionnaire - FINAL.docx AEPA IFB #020-D Facility Management Software - Part C Member Agency (State) Terms and Conditions - FINAL.pdf AEPA IFB #020-D Facility Management Software - Part A Terms and Conditions - FINAL.pdf AEPA IFB #020-D Facility Management Software - Part B Specifications - FINAL.pdf	
The Clark Enersen Partners	2019-07-22 08:28 PM CDT	2019-07-22 08:28 PM CDT		
DVBE Connect, Inc	2019-07-23 10:29 AM CDT	2019-09-10 11:09 AM CDT	AEPA IFB #020-D Facility Management Software - Part B Specifications - FINAL.pdf	
CDI Computers Corp	2019-08-14 12:25 PM CDT	2019-08-14 12:25 PM CDT	AEPA IFB #020-D Facility Management Software - Part B Specifications - FINAL.pdf	
Ergonomic Group Inc	2019-08-06 02:29 PM CDT	2019-08-06 02:29 PM CDT		
ISM Services Inc	2019-07-24 06:13 PM CDT	2019-08-16 07:16 AM CDT	020-D Facility Management Software.m4a AEPA IFB #020-D Facility Management Software - Part C Member Agency (State) Terms and Conditions - Amended 8.14.19.pdf AEPA Vendor Quarterly Report Template.pdf AEPA IFB #020-D Facility Management Software - Part E Signature Forms - FINAL.pdf AEPA IFB #020-D Facility Management Software - Part C Member Agency (State) Terms and Conditions - FINAL.pdf AEPA IFB #020-D Facility Management Software - Part B Specifications - FINAL.pdf AEPA IFB #020-D Facility Management Software - Part F Discount Pricing Workbook - FINAL.xlsx AEPA IFB #020-D Facility Management Software - Part A Terms and Conditions - FINAL.pdf AEPA IFB #020-D Facility Management Software - Part D Questionnaire - FINAL.docx	
Allied Construction Industries	2019-08-05 12:45 PM CDT	2019-09-16 01:04 PM CDT	AEPA IFB #020-D Facility Management Software - Part C Member Agency (State) Terms and Conditions - Amended 9.10.19.pdf 020-D Facility Management Software.m4a AEPA IFB #020-D Facility Management Software - Part C Member Agency (State) Terms and Conditions - Amended 8.14.19.pdf AEPA IFB #020-D Facility Management Software - Part E Signature Forms - FINAL.pdf AEPA IFB #020-D Facility Management Software - Part F Discount Pricing Workbook - FINAL.xlsx AEPA IFB #020-D Facility Management Software - Part D Questionnaire - FINAL.docx AEPA IFB #020-D Facility Management Software - Part C Member Agency (State) Terms and Conditions - FINAL.pdf AEPA IFB #020-D Facility Management Software - Part B Specifications - FINAL.pdf AEPA IFB #020-D Facility Management Software - Part A Terms and Conditions - FINAL.pdf	
BHP ENGINEERING & CONSTRUCTION LP	2019-07-23 09:40 AM CDT	2019-07-23 09:40 AM CDT		
Onvia	2019-08-05 07:24 PM CDT	2019-08-05 07:25 PM CDT	AEPA Vendor Quarterly Report Template.pdf AEPA IFB #020-D Facility Management Software - Part E Signature Forms - FINAL.pdf AEPA IFB #020-D Facility Management Software - Part C Member Agency (State) Terms and Conditions - FINAL.pdf AEPA IFB #020-D Facility Management Software - Part B Specifications - FINAL.pdf AEPA IFB #020-D Facility Management Software - Part A Terms and Conditions - FINAL.pdf	

Applied Data Systems, Inc.	2019-07-25 10:55 AM CDT	2019-09-16 10:01 AM CDT	AEPA IFB #020-D Facility Management Software - Part C Member Agency (State) Terms and Conditions - Amended 9.13.19.pdf 020-D Facility Management Software.m4a AEPA IFB #020-D Facility Management Software - Part C Member Agency (State) Terms and Conditions - Amended 8.14.19.pdf AEPA Vendor Quarterly Report Template.pdf AEPA IFB #020-D Facility Management Software - Part F Discount Pricing Workbook - FINAL.xlsx AEPA IFB #020-D Facility Management Software - Part E Signature Forms - FINAL.pdf AEPA IFB #020-D Facility Management Software - Part D Questionnaire - FINAL.docx AEPA IFB #020-D Facility Management Software - Part C Member Agency (State) Terms and Conditions - FINAL.pdf AEPA IFB #020-D Facility Management Software - Part B Specifications - FINAL.pdf AEPA IFB #020-D Facility Management Software - Part A Terms and Conditions - FINAL.pdf	
InterSystems Corporation	2019-07-23 08:01 AM CDT	2019-07-23 08:01 AM CDT		
Accriemt	2019-07-25 07:56 AM CDT	2019-08-15 02:35 PM CDT	020-D Facility Management Software.m4a AEPA IFB #020-D Facility Management Software - Part C Member Agency (State) Terms and Conditions - Amended 8.14.19.pdf AEPA Vendor Quarterly Report Template.pdf AEPA IFB #020-D Facility Management Software - Part F Discount Pricing Workbook - FINAL.xlsx AEPA IFB #020-D Facility Management Software - Part E Signature Forms - FINAL.pdf AEPA IFB #020-D Facility Management Software - Part D Questionnaire - FINAL.docx AEPA IFB #020-D Facility Management Software - Part C Member Agency (State) Terms and Conditions - FINAL.pdf AEPA IFB #020-D Facility Management Software - Part B Specifications - FINAL.pdf AEPA IFB #020-D Facility Management Software - Part A Terms and Conditions - FINAL.pdf	
AkitaBox Inc.	2019-07-31 02:44 PM CDT	2019-09-17 08:01 AM CDT	AEPA IFB #020-D Facility Management Software - Part C Member Agency (State) Terms and Conditions - Amended 9.13.19.pdf AEPA IFB #020-D Facility Management Software - Part C Member Agency (State) Terms and Conditions - Amended 9.10.19.pdf AEPA IFB #020-D Facility Management Software - Part C Member Agency (State) Terms and Conditions - Amended 8.14.19.pdf 020-D Facility Management Software.m4a AEPA IFB #020-D Facility Management Software - Part A Terms and Conditions - FINAL.pdf AEPA Vendor Quarterly Report Template.pdf AEPA IFB #020-D Facility Management Software - Part F Discount Pricing Workbook - FINAL.xlsx AEPA IFB #020-D Facility Management Software - Part E Signature Forms - FINAL.pdf AEPA IFB #020-D Facility Management Software - Part D Questionnaire - FINAL.docx AEPA IFB #020-D Facility Management Software - Part C Member Agency (State) Terms and Conditions - FINAL.pdf AEPA IFB #020-D Facility Management Software - Part B Specifications - FINAL.pdf	2019-09-13 02:16 PM CDT
The Gillespie Group, Inc.	2019-07-25 04:06 PM CDT	2019-07-25 04:06 PM CDT		
Sevenoutsources	2019-07-23 07:52 AM CDT	2019-09-16 02:09 AM CDT	AEPA Vendor Quarterly Report Template.pdf AEPA IFB #020-D Facility Management Software - Part F Discount Pricing Workbook - FINAL.xlsx AEPA IFB #020-D Facility Management Software - Part E Signature Forms - FINAL.pdf AEPA IFB #020-D Facility Management Software - Part D Questionnaire - FINAL.docx AEPA IFB #020-D Facility Management Software - Part C Member Agency (State) Terms and Conditions - FINAL.pdf AEPA IFB #020-D Facility Management Software - Part B Specifications - FINAL.pdf AEPA IFB #020-D Facility Management Software - Part A Terms and Conditions - FINAL.pdf	

SmartProcure	2019-07-22 08:58 PM CDT	2019-09-13 04:56 PM CDT	AEPA IFB #020-D Facility Management Software - Part C Member Agency (State) Terms and Conditions - Amended 9.13.19.pdf AEPA IFB #020-D Facility Management Software - Part C Member Agency (State) Terms and Conditions - Amended 9.10.19.pdf 020-D Facility Management Software.m4a AEPA IFB #020-D Facility Management Software - Part C Member Agency (State) Terms and Conditions - Amended 8.14.19.pdf AEPA IFB #020-D Facility Management Software - Part E Signature Forms - FINAL.pdf AEPA IFB #020-D Facility Management Software - Part D Questionnaire - FINAL.docx AEPA Vendor Quarterly Report Template.pdf AEPA IFB #020-D Facility Management Software - Part F Discount Pricing Workbook - FINAL.xlsx AEPA IFB #020-D Facility Management Software - Part C Member Agency (State) Terms and Conditions - FINAL.pdf AEPA IFB #020-D Facility Management Software - Part A Terms and Conditions - FINAL.pdf AEPA IFB #020-D Facility Management Software - Part B Specifications - FINAL.pdf	
DeBra-Kuempel	2019-07-26 01:13 PM CDT	2019-07-26 01:13 PM CDT		
REFVerify Inc	2019-07-22 08:32 PM CDT	2019-08-13 01:13 AM CDT	AEPA IFB #020-D Facility Management Software - Part B Specifications - FINAL.pdf	
Dodge Data & Analytics	2019-07-23 11:46 AM CDT	2019-10-09 07:00 AM CDT		
FM:Systems	2019-07-30 12:45 PM CDT	2019-08-02 11:09 AM CDT	AEPA Vendor Quarterly Report Template.pdf AEPA IFB #020-D Facility Management Software - Part F Discount Pricing Workbook - FINAL.xlsx AEPA IFB #020-D Facility Management Software - Part E Signature Forms - FINAL.pdf AEPA IFB #020-D Facility Management Software - Part C Member Agency (State) Terms and Conditions - FINAL.pdf AEPA IFB #020-D Facility Management Software - Part A Terms and Conditions - FINAL.pdf AEPA IFB #020-D Facility Management Software - Part B Specifications - FINAL.pdf	
Discount Two-Way Radio	2019-07-25 04:05 PM CDT	2019-07-25 04:07 PM CDT	AEPA IFB #020-D Facility Management Software - Part B Specifications - FINAL.pdf	
Karma Consulting Inc	2019-07-24 07:51 PM CDT	2019-08-02 01:09 PM CDT	AEPA IFB #020-D Facility Management Software - Part B Specifications - FINAL.pdf	
Bartlett & West	2019-07-23 08:48 AM CDT	2019-07-23 08:48 AM CDT		
Facility Engineering Associates, PC	2019-07-26 09:07 AM CDT	2019-08-05 09:12 AM CDT		
Intergen	2019-09-05 01:02 PM CDT	2019-09-05 01:02 PM CDT		
Fields Consulting Services Inc.	2019-07-23 01:42 PM CDT	2019-07-23 02:09 PM CDT		
Plug Smart	2019-08-24 08:54 PM CDT	2019-08-24 08:59 PM CDT	020-D Facility Management Software.m4a AEPA IFB #020-D Facility Management Software - Part B Specifications - FINAL.pdf	
Dude Solutions, Inc.	2019-07-23 08:30 AM CDT	2019-09-16 12:31 PM CDT	AEPA IFB #020-D Facility Management Software - Part C Member Agency (State) Terms and Conditions - Amended 9.10.19.pdf 020-D Facility Management Software.m4a AEPA IFB #020-D Facility Management Software - Part C Member Agency (State) Terms and Conditions - Amended 8.14.19.pdf AEPA Vendor Quarterly Report Template.pdf AEPA IFB #020-D Facility Management Software - Part F Discount Pricing Workbook - FINAL.xlsx AEPA IFB #020-D Facility Management Software - Part E Signature Forms - FINAL.pdf AEPA IFB #020-D Facility Management Software - Part D Questionnaire - FINAL.docx AEPA IFB #020-D Facility Management Software - Part C Member Agency (State) Terms and Conditions - FINAL.pdf AEPA IFB #020-D Facility Management Software - Part B Specifications - FINAL.pdf AEPA IFB #020-D Facility Management Software - Part A Terms and Conditions - FINAL.pdf	2019-09-16 12:23 PM CDT
Expert Micro Systems, Incorporated	2019-07-22 08:22 PM CDT	2019-07-22 08:22 PM CDT		
Burgeon IT Services LLC	2019-07-23 12:29 AM CDT	2019-07-23 12:30 AM CDT	AEPA Vendor Quarterly Report Template.pdf AEPA IFB #020-D Facility Management Software - Part F Discount Pricing Workbook - FINAL.xlsx AEPA IFB #020-D Facility Management Software - Part E Signature Forms - FINAL.pdf AEPA IFB #020-D Facility Management Software - Part D Questionnaire - FINAL.docx AEPA IFB #020-D Facility Management Software - Part C Member Agency (State) Terms and Conditions - FINAL.pdf AEPA IFB #020-D Facility Management Software - Part B Specifications - FINAL.pdf AEPA IFB #020-D Facility Management Software - Part A Terms and Conditions - FINAL.pdf	

Onvia	2019-07-29 02:09 PM CDT	2019-09-14 12:59 PM CDT		
L&L Supplies	2019-07-25 03:43 PM CDT	2019-08-08 12:09 PM CDT	AEPA Vendor Quarterly Report Template.pdf AEPA IFB #020-D Facility Management Software - Part F Discount Pricing Workbook - FINAL.xlsx AEPA IFB #020-D Facility Management Software - Part E Signature Forms - FINAL.pdf AEPA IFB #020-D Facility Management Software - Part D Questionnaire - FINAL.docx AEPA IFB #020-D Facility Management Software - Part C Member Agency (State) Terms and Conditions - FINAL.pdf AEPA IFB #020-D Facility Management Software - Part B Specifications - FINAL.pdf AEPA IFB #020-D Facility Management Software - Part A Terms and Conditions - FINAL.pdf	
Mick Rich Contractors, Inc	2019-08-19 08:05 AM CDT	2019-08-19 08:07 AM CDT	020-D Facility Management Software.m4a AEPA IFB #020-D Facility Management Software - Part C Member Agency (State) Terms and Conditions - Amended 8.14.19.pdf AEPA Vendor Quarterly Report Template.pdf AEPA IFB #020-D Facility Management Software - Part F Discount Pricing Workbook - FINAL.xlsx AEPA IFB #020-D Facility Management Software - Part E Signature Forms - FINAL.pdf AEPA IFB #020-D Facility Management Software - Part D Questionnaire - FINAL.docx AEPA IFB #020-D Facility Management Software - Part B Specifications - FINAL.pdf AEPA IFB #020-D Facility Management Software - Part A Terms and Conditions - FINAL.pdf	
School Wholesale Supplies LLC	2019-07-24 03:14 AM CDT	2019-07-24 03:14 AM CDT		
ARCHIBUS Inc	2019-08-22 10:04 AM CDT	2019-09-16 12:05 PM CDT	AEPA IFB #020-D Facility Management Software - Part C Member Agency (State) Terms and Conditions - Amended 9.13.19.pdf AEPA IFB #020-D Facility Management Software - Part C Member Agency (State) Terms and Conditions - Amended 9.10.19.pdf 020-D Facility Management Software.m4a AEPA IFB #020-D Facility Management Software - Part C Member Agency (State) Terms and Conditions - Amended 8.14.19.pdf AEPA Vendor Quarterly Report Template.pdf AEPA IFB #020-D Facility Management Software - Part F Discount Pricing Workbook - FINAL.xlsx AEPA IFB #020-D Facility Management Software - Part E Signature Forms - FINAL.pdf AEPA IFB #020-D Facility Management Software - Part D Questionnaire - FINAL.docx AEPA IFB #020-D Facility Management Software - Part B Specifications - FINAL.pdf AEPA IFB #020-D Facility Management Software - Part A Terms and Conditions - FINAL.pdf	2019-09-16 12:10 PM CDT
eCIFM Solutions Inc.	2019-09-05 05:21 PM CDT	2019-09-10 03:45 PM CDT	AEPA IFB #020-D Facility Management Software - Part C Member Agency (State) Terms and Conditions - Amended 9.10.19.pdf 020-D Facility Management Software.m4a AEPA IFB #020-D Facility Management Software - Part C Member Agency (State) Terms and Conditions - Amended 8.14.19.pdf AEPA Vendor Quarterly Report Template.pdf AEPA IFB #020-D Facility Management Software - Part F Discount Pricing Workbook - FINAL.xlsx AEPA IFB #020-D Facility Management Software - Part E Signature Forms - FINAL.pdf AEPA IFB #020-D Facility Management Software - Part B Specifications - FINAL.pdf AEPA IFB #020-D Facility Management Software - Part A Terms and Conditions - FINAL.pdf AEPA IFB #020-D Facility Management Software - Part D Questionnaire - FINAL.docx	
The Education Cooperative	2019-08-08 01:28 PM CDT	2019-08-08 01:28 PM CDT		
Cask Technologies LLC	2019-07-23 11:05 AM CDT	2019-07-23 11:31 AM CDT	AEPA IFB #020-D Facility Management Software - Part B Specifications - FINAL.pdf AEPA Vendor Quarterly Report Template.pdf AEPA IFB #020-D Facility Management Software - Part A Terms and Conditions - FINAL.pdf	
ACS Landscape Management	2019-07-31 02:16 PM CDT	2019-07-31 02:17 PM CDT	AEPA IFB #020-D Facility Management Software - Part B Specifications - FINAL.pdf	

CDW Government LLC	2019-07-23 08:46 AM CDT	2019-07-23 08:46 AM CDT	AEPA Vendor Quarterly Report Template.pdf AEPA IFB #020-D Facility Management Software - Part F Discount Pricing Workbook - FINAL.xlsx AEPA IFB #020-D Facility Management Software - Part E Signature Forms - FINAL.pdf AEPA IFB #020-D Facility Management Software - Part D Questionnaire - FINAL.docx AEPA IFB #020-D Facility Management Software - Part C Member Agency (State) Terms and Conditions - FINAL.pdf AEPA IFB #020-D Facility Management Software - Part B Specifications - FINAL.pdf AEPA IFB #020-D Facility Management Software - Part A Terms and Conditions - FINAL.pdf	
CJIS GROUP LLC	2019-07-23 08:12 AM CDT	2019-07-23 08:51 AM CDT	AEPA IFB #020-D Facility Management Software - Part B Specifications - FINAL.pdf	
Infrastructure Management Solutions, LLC	2019-08-21 01:22 PM CDT	2019-09-10 12:06 PM CDT	AEPA IFB #020-D Facility Management Software - Part C Member Agency (State) Terms and Conditions - Amended 9.10.19.pdf 020-D Facility Management Software.m4a AEPA IFB #020-D Facility Management Software - Part C Member Agency (State) Terms and Conditions - Amended 8.14.19.pdf AEPA Vendor Quarterly Report Template.pdf AEPA IFB #020-D Facility Management Software - Part F Discount Pricing Workbook - FINAL.xlsx AEPA IFB #020-D Facility Management Software - Part E Signature Forms - FINAL.pdf AEPA IFB #020-D Facility Management Software - Part D Questionnaire - FINAL.docx AEPA IFB #020-D Facility Management Software - Part B Specifications - FINAL.pdf AEPA IFB #020-D Facility Management Software - Part A Terms and Conditions - FINAL.pdf	
John Tortelli	2019-07-22 03:32 PM CDT	2019-08-19 09:48 AM CDT	AEPA IFB #020-D Facility Management Software - Part C Member Agency (State) Terms and Conditions - Amended 8.14.19.pdf AEPA Vendor Quarterly Report Template.pdf AEPA IFB #020-D Facility Management Software - Part F Discount Pricing Workbook - FINAL.xlsx AEPA IFB #020-D Facility Management Software - Part E Signature Forms - FINAL.pdf AEPA IFB #020-D Facility Management Software - Part D Questionnaire - FINAL.docx AEPA IFB #020-D Facility Management Software - Part C Member Agency (State) Terms and Conditions - FINAL.pdf AEPA IFB #020-D Facility Management Software - Part B Specifications - FINAL.pdf AEPA IFB #020-D Facility Management Software - Part A Terms and Conditions - FINAL.pdf	
Neo Tech Solutions,Inc.	2019-07-23 09:16 AM CDT	2019-07-23 09:16 AM CDT		
ConstructConnect	2019-08-01 11:45 PM CDT	2019-08-01 11:50 PM CDT		
BidClerk	2019-08-01 02:37 PM CDT	2019-08-02 05:31 AM CDT		
Professional Computing Resources	2019-07-25 11:36 AM CDT	2019-09-25 08:31 AM CDT	AEPA IFB #020-D Facility Management Software - Part D Questionnaire - FINAL.docx AEPA IFB #020-D Facility Management Software - Part B Specifications - FINAL.pdf	
TMA Systems, LLC	2019-07-24 05:15 PM CDT	2019-07-25 11:25 AM CDT	AEPA Vendor Quarterly Report Template.pdf AEPA IFB #020-D Facility Management Software - Part F Discount Pricing Workbook - FINAL.xlsx AEPA IFB #020-D Facility Management Software - Part E Signature Forms - FINAL.pdf AEPA IFB #020-D Facility Management Software - Part D Questionnaire - FINAL.docx AEPA IFB #020-D Facility Management Software - Part C Member Agency (State) Terms and Conditions - FINAL.pdf AEPA IFB #020-D Facility Management Software - Part A Terms and Conditions - FINAL.pdf AEPA IFB #020-D Facility Management Software - Part B Specifications - FINAL.pdf	
IHCS, Inc	2019-07-24 11:32 AM CDT	2019-09-10 11:07 AM CDT	AEPA IFB #020-D Facility Management Software - Part F Discount Pricing Workbook - FINAL.xlsx AEPA Vendor Quarterly Report Template.pdf AEPA IFB #020-D Facility Management Software - Part E Signature Forms - FINAL.pdf AEPA IFB #020-D Facility Management Software - Part A Terms and Conditions - FINAL.pdf AEPA IFB #020-D Facility Management Software - Part D Questionnaire - FINAL.docx AEPA IFB #020-D Facility Management Software - Part C Member Agency (State) Terms and Conditions - FINAL.pdf AEPA IFB #020-D Facility Management Software - Part B Specifications - FINAL.pdf	



North America Procurement Council	2019-07-23 12:28 AM CDT	2019-09-18 01:25 AM CDT	AEPA IFB #020-D Facility Management Software - Part C Member Agency (State) Terms and Conditions - Amended 8.14.19.pdf AEPA Vendor Quarterly Report Template.pdf AEPA IFB #020-D Facility Management Software - Part A Terms and Conditions - FINAL.pdf AEPA IFB #020-D Facility Management Software - Part B Specifications - FINAL.pdf	
CliftonLarsonAllen LLP	2019-08-23 07:59 AM CDT	2019-08-23 07:59 AM CDT		
AssetWorks LLC	2019-07-23 08:17 AM CDT	2019-08-02 11:08 AM CDT	AEPA Vendor Quarterly Report Template.pdf AEPA IFB #020-D Facility Management Software - Part F Discount Pricing Workbook - FINAL.xlsx AEPA IFB #020-D Facility Management Software - Part E Signature Forms - FINAL.pdf AEPA IFB #020-D Facility Management Software - Part D Questionnaire - FINAL.docx AEPA IFB #020-D Facility Management Software - Part C Member Agency (State) Terms and Conditions - FINAL.pdf AEPA IFB #020-D Facility Management Software - Part B Specifications - FINAL.pdf AEPA IFB #020-D Facility Management Software - Part A Terms and Conditions - FINAL.pdf	
PCS Mobile	2019-07-23 10:28 AM CDT	2019-07-23 10:28 AM CDT		
nFocus Solutions	2019-08-21 02:08 PM CDT	2019-08-21 02:09 PM CDT	AEPA IFB #020-D Facility Management Software - Part B Specifications - FINAL.pdf	

## AEPA 020 - Bid Opening

	Bid Security	Require Signature Forms	Part D - Questionnaire	Part F - Pricing Workbook	Letter of Credit/Annual Report	Warranties, Additional Services (Optional)	Additional Discounts (Optional)	Other (Optional)	Send to Bid Committee
Responding Company Names	Complete: Y or N	Signatures/Notary required	Complete: Y or N	Complete: Y or N	Complete: Y or N	Y or N	Y or N		Y or N
<b>020-A Athletic Surfaces - Natural &amp; Synthetic Surfaces for Sports Fields, Tracks, Courts, Playground &amp; Landscaping Applications</b>									
ACT Global Americas, Inc 4201 West Parmer Lane, Austin, TX 78727	Y	Y	Y	Y	Y	Y	Y	Y	Yes
AstroTurf Corporation 2680 Abutment Road Dalton, GA 30721	Y	Y	Y	Y	Y	Y	Y	Y	Yes
SportSurfaces Distributing, Inc 1311 Cuesta Abajo Ct NE, Ste B Albuquerque, NM 87113	Y	Y	Y	Y	Y				Yes
Dynamic Sports Construction, Inc. 301 Sonny Dr. Leander, TX 78641	Y	Y	Y	Y	N	Y	Y	Y	No
FieldTurf USA, Inc. 175 N. Industrial Blvd NE, Calhoun, GA 30701	Y	Y	Y	Y	Y	Y	Y	Y	Yes
Hellas Construction, Inc. 12710 Research Blvd, Ste. 240, Austin, TX 78759	Y	Y	Y	Y	Y	Y	Y	Y	Yes
The Motz Group 3607 Church St. Cincinnati, OH 45244	Y	Y	Y	Y	Y	Y	Y	Y	Yes
Mathusek, Inc. 25B Iron Hourse Rd, Oakland, NJ 07436	Y	Y	Y	Y	Y	Y		Y	Yes
Shaw Sports Turf, Inc 185 South Industrial Blvd. Calhoun, GA 30701	Y	Y	Y	Y	Y			Y	Yes
Vescio's SportsFields, Inc. 901 Old Todds Road, Lexington, KY 40509	Y	Y	Y	Y	Y				Yes
Sprinturf, LLC. 146 Fairchild St., Suite 150, Daniel Island, SC 29492	Y	Y	Y	Y	Y	Y	Y	Y	Yes
SMG Equipment, LLC 2002 West Valley Hwy N., Ste. 200 Auburn, WA 98001	N								No
<b>020-B Carpet &amp; Resilient Flooring</b>									
Interface Americas, Inc. 1503 Orchard Hill Rd, LaGrange, GA 30240	N/A	Y	Y	Y	Y	Y	Y	Y	Yes
Gillespie Group, Inc. 5 Chris Court, Suite G, Dayton, NJ 08810	N/A	Y	Y	Y	Y			Y	Yes
Mathusek, Inc. 25B Iron Hourse Rd, Oakland, NJ 07436	N/A	Y	Y	N	Y				No
<b>020-C Digital Resources &amp; Instructional Materials</b>									
Bio Corporation 3910 Minnesota St. Alexandria, MN 56308	N/A	Y	Y	Y	Y			Y	Yes
Complete Book and Media Supply, Co. 1200 Toro Grande Dr, Suite 200, Cedar Park, TX 78613	N/A	Y	Y	Y	Y			Y	Yes
Imagination Station Inc. 8150 N. Central Expressway, Suite 2000 Dallas, TX 75206	N/A	Y	Y	Y	Y			Y	Yes
Learn Platform, Inc. 517 W. North St. Raleigh, NC 27603	N/A	Y	Y	Y	N				No
Mackin Educational Resources 3505 County Road 42 W. Burnsville, MN 55306	N/A	Y	Y	Y	Y	Y		Y	Yes
Newsela 620 8th Ave New York, NY 10018	N/A	Y	Y	Y	Y			Y	No
Saddleback Educational, Inc. 151 Kalmus Dr., Suite J-1 Costa Mesa, CA 92626	N/A	Y	Y	Y	Y			Y	Yes

020-D Facility Management Software									
AkitaBox Inc. 212 E. Washington Ave., Floor Madison, WI 53703	N/A	Y	Y	Y	Y			Y	Yes
Archibus, Inc. 18 Tramont St. Boston, MA 02108	N/A	Y	Y	Y	N				No
Dude Solutions, Inc. 11000 Regency Rarkway, Suite 110 Cary, NC 27518	N/A	Y	Y	Y	Y	Y	Y	Y	Yes
020-E Lawn & Groundskeeping Equipment, Supplies & Services									
Bobcat Company 250 East Beaton Dr. West Fargo, ND 58078	N/A	Y	Y	Y	Y	Y	Y	Y	Yes
SMG Equipment, LLC 2002 West Valley Hwy N., Ste. 200 Auburn, WA 98001	N/A	Y	Y	Y	Y	Y			Yes
Husqvarna Professional Products Inc. 9335 Harris Corners Parkway, Suite 500 Charlotte, NC 28269	N/A	Y	Y	Y	Y	Y	Y	Y	Yes
020-F Digital Display Solutions									
Daktronics, Inc. 201 Daktronics Drive Brookings, SD 57006	N/A	Y	Y	Y	Y			Y	Yes
Imperatives, Inc. 2818 Curry Rd. Schenectady, NY 12303	N/A	Y	Y	Y	Y			Y	Yes
	Opening Date:	16-Sep-19		Opening Time:	1:30 PM EST				
Exec. Bid Committee Chair:		Jane Eastes, Bid Chair		Witnesses:		Lisa Truax, MN	Andrew Pickens, TX		
						Anna Marie Hollander, MI	Tina Smith, KS		
						Ken Swink, OH	John Tortelli, NM		
						George Wilson, Executive Director	Ken Swink, OH		
						Craig Peterson, NE			
						Joni Puffett, IA			

**Association of Educational Purchasing Agencies**  
**Tabulation Report IFB #020-D - Facility Management**  
**Software**  
**Vendor: Dude Solutions, Inc.**

**General Comments:** Thank you for the opportunity to respond to this IFB. Dude Solutions, Inc. is please to present this response for AEPA and looks forward to the opportunity to continue our successful partnership. If you have any questions, please reach out to us.

**General Attachments:** Addenda Acknowledgement - Dude Solutions, Inc..pdf  
AEPA IFB No. 020-D - Full Response - Dude Solutions, Inc..pdf  
Exhibit A - Annual Report - Letter of Credit - Dude Solutions, Inc..pdf  
Exhibit B - Marketing Plan - Dude Solutions, Inc..pdf  
Exhibit C - Warranties, Additional Services - Dude Solutions, Inc..pdf  
Exhibit D - Additional Discounts - Dude Solutions, Inc..pdf  
Exhibit E - Education Price Book - Dude Solutions, Inc..pdf  
Exhibit F- Government Price Book - Dude Solutions, Inc..pdf  
Exhibit G - Sample Online Subscription Agreement - Dude Solutions, Inc..pdf  
Exhibit H - Sample AE Online Subscription Agreement - Dude Solutions, Inc..pdf  
Letter of Transmittal - Dude Solutions, Inc..pdf  
Part B - Technical Requirements and Documentation - Dude Solutions, Inc..pdf  
Part C - State-Specific Forms - Dude Solutions, Inc..pdf  
Part D - Questionnaire - Dude Solutions, Inc..pdf  
Part E - Signature Forms - Dude Solutions, Inc..pdf  
Part F - Pricing Schedule - Dude Solutions, Inc..pdf

Full Price Schedules on File with CPC.

## Part D - Questionnaire

### AEPA IFB 020-D

### Facility Management Software

#### Instructions

This questionnaire contains forms and requests for information required by AEPA for vendor evaluation for responsiveness and responsibility.

To submit the required forms, follow these steps:

1. Read the documents in their entirety.
2. Bidders must use Part D – Questionnaire to its capacity. Attached exhibits and/or supplemental information should be included only when requested (i.e. Annual Report, Marketing Plan).
3. Complete all questions.
4. Save all pages in the correct order to a single PDF format titled “***Part D – Questionnaire – Name of Bidding Company***”.
5. Submit Part D, along with other required documents in Public Purchase.

The following sections will need to be completed prior to submission and submitted as one single PDF titled “Part D – Questionnaire – Name of Bidding Company”:

[Company Information](#)

[Service Questionnaire](#)

[Exceptions](#)

[Deviations](#)

## Company Information

<b>Name of Bidding Company:</b>	<u>Dude Solutions, Inc.</u>
<b>Company Address:</b>	<u>11000 Regency Parkway, Suite 110</u>
<b>City, State Zip code:</b>	<u>Cary, NC 27518</u>
<b>Website:</b>	<u>www.dudesolutions.com</u>
<b>Contact Person:</b>	<u>Melissa Buchanan</u>
<b>Title:</b>	<u>Contracts Manager</u>
<b>Phone:</b>	<u>919-816-8237</u>
<b>Email:</b>	<u>Melissa.buchanan@dudesolutions.com</u>

## Background

**Note:** Generally, AEPA will not accept an offer from a business that is less than five (5) years old or, which fails to demonstrate and/or establish a proven record of business. If the bidder has recently purchased an established business or, has proof of prior success in either this business or a closely related business, provide written documentation and verification in response to the questions below. AEPA reserves the right to accept or reject newly formed companies based on information provided in this response and from its own investigation of the company.

<b>This business is a:</b>	<u>          </u> public company	<u>  X  </u> privately owned company
<b>In what year was this business started under its present name?</b>	<u>2014</u>	
<b>Under what additional, or, former name(s) has your business operated?</b>	SchoolDude.com, FacilityDude.com, Paladin Data Systems Corporation, Smartware Group, Inc.	

Is this business a corporation?	<u>No</u>	<u>X</u>	Yes. If yes, complete the following:
Date of Incorporation:	<u>01/29/2014</u>		
State of Incorporation:	<u>Delaware</u>		
Name of President:	<u>Edward Roshitsh, CEO</u>		
Name(s) of Vice President(s):	<u>Behdad Eghbali, Pedro Urrutia, Fred Ebrahemi</u>		
Name of Treasurer:	<u>Karen Waggener, CFO</u>		
Name of Secretary:	<u>Mehdi Khodadad</u>		

Is this business a partnership?   X   No            Yes. If yes, complete the following:

Date of Partnership: \_\_\_\_\_

State Founded: \_\_\_\_\_

Type of Partnership, if applicable: \_\_\_\_\_

Name(s) of General Partner(s): \_\_\_\_\_

**Is this business individually owned?** ☒ No ☐ Yes. If yes, complete the following:

Date of Purchase: \_\_\_\_\_  
 State Founded: \_\_\_\_\_  
 Name of Owner/Operator: \_\_\_\_\_

Is this business different from those identified above?   X   No        Yes  
 If yes, describe the company's format, year and state of origin and names and titles of the principles below.

Is this business women owned?   X   No        Yes

Is this business minority owned?        No   X   Yes

*The principal beneficial owner of Dude Solutions, Inc. is Clearlake Capital Group, L.P. which is certified as an MBE as evidenced by the attached certificate.*

Does this business have an Affirmative Action Plan/Statement?        No   X   Yes

#### Business Headquarter Location

Business Address 11000 Regency Parkway, Suite 110  
 City, State Zip code Cary, NC 27518  
 Phone 919-816-8237  
 How long at this address? 12 years (since 2007)

#### Business Branch Location(s)

Branch Address 19362 Powder Hill PL NE  
 City, State Zip code Poulsbo, WA 98370  
 Branch Address 235 Carlaw Ave, Ste 209  
 City, State Zip code Toronto, ON, M4S 3WR, Canada  
 Branch Address 760 Horizon Dr., Ste 102  
 City, State Zip code Grand Junction, CO 81506  
 Branch Address 724 Columbia Street  
 City, State Zip code Olympia, WA 98501

*\*If more branch locations exist, insert information here or add another sheet with the above information.*

## Sales History

Provide your business's annual sales for 2017, 2018, and 2019 YTD in the United States by the various public segments.

	2017	2018	2019 YTD
K-12 (public & private), Educational Service Agencies & Higher Education Institutions	15M	13M	8M
Counties, Cities, Townships, Villages, States	8M	10M	8M
Other Public Sector & Non-profits, Private Sector	8M	10M	6M
<b>Total</b>	<b>31M</b>	<b>33M</b>	<b>22M</b>

THIS CERTIFIES THAT

# Clearlake Capital Group

dba CCG Operations, LLC



\* Nationally certified by the: **SOUTHERN CALIFORNIA MINORITY SUPPLIER DEVELOPMENT COUNCIL**

\*NAICS Code(s): 531390

\* Description of their product/services as defined by the North American Industry Classification System (NAICS)

12/01/2018

**Issued Date**

SC20295

**Certificate Number**

12/01/2019

**Expiration Date**

A handwritten signature in black ink, appearing to read "Adrienne C. Trimble", is positioned above the name "Adrienne Trimble".

Adrienne Trimble

A handwritten signature in black ink, appearing to read "Virginia Gomez", is positioned above the name "Virginia Gomez, President".

Virginia Gomez, President

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

*Certify, Develop, Connect, Advocate.*

\* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®



## Work Force

**Key Contacts and Providers:** Provide a list of the individuals, titles, and contact information for the individuals who will provide the following services on a national and/or local basis:

Function	Name	Title	Phone	Email
Contract Manager	Melissa Buchanan	Contracts Manager	919-816-8237	Melissa.buchanan@dudesolutions.com
Sales Manager	Brad Hunter	Director of Sales	919-459-3313	Brad.hunter@dudesolutions.com
Customer & Support Manager	Niki Dobbins	Support Manager	919-816-1243	Niki.dobbins@dudesolutions.com
Distributors, Dealers, Installers, Sales Reps	John White	Sr. Sales Manager	919-459-6435	John.white@dudesolutions.com
	Peyton McAliley	Education Implementation Manager	919-353-0232	Peyton.mcaliley@dudesolutions.com
	Sylenia Lewis	Government Implementation Manager	919-816-3223	Sylenia.lewis@dudesolutions.com
Consultants & Trainers	Stephen Parker	Consulting Group Manager	919-967-1028	Stephen.parker@dudesolutions.com
Technical, Maintenance & Support Services	Niki Dobbins	Support Manager	919-816-1243	Niki.dobbins@dudesolutions.com
Quotes, Invoicing & Payments	Crystal Johnson	Senior Manager of Billing and Revenue	919-674-8546	Crystal.johnson@dudesolutions.com
	Lisa McLeod	AR Manager (Collections)	919-459-3122	Lisa.mcleod@dudesolutions.com
Warranty & After the Sale	Niki Dobbins	Support Manager	919-816-1243	Niki.dobbins@dudesolutions.com
Financial Manager	Maureen Aloian	Accounting Manager	919-674-8505	Maureen.aloian@dudesolutions.com

**Sales Force:** Provide total number and location of salespersons employed by your business in the United States by completing the following: *(To insert more rows, hit the tab key from the last field in the State column.)*

Number of Sales Reps	City	State
1	La Verne	California
1	Fernandina Beach	Florida
1	Bradenton	Florida
1	Woodstock	Georgia
128	Cary	North Carolina
1	Olathe	Kansas
1	Yarmouth	Maine
1	Windham	New Hampshire
1	Cedar Park	Texas
2	Poulsbo	Washington
1	New Berlin	Wisconsin

**Service/Support and Distribution Centers:** Provide the type (service/support or distribution) and location of centers that support the United States by completing the following: *(To insert more rows, hit the tab key from the last field in the State column.)*

Center Type	City	State	
Service/Support	Cary	North Carolina	
Service/Support	Poulsbo	Washington	
Service/Support	Grand Junction	Colorado	

## Marketing

**Key Marketing Contact(s):** List the name(s), title(s) and contact information of the business's key national and regional marketing office(s). *(To insert more rows, hit the tab key from the last field in the Email column.)*

Name	Title	Phone	Email
Catherine Harrell	CMO	919-674-8880	Catherine.Harrell@dudesolutions.com

**Marketing Activities:** Describe how this business marketed its products and services to schools, nonprofit organizations and other public sector audiences in Fiscal Year 2018– 2019 (July 1 – June 30). List all conventions, conferences and other events at which this company exhibited.

Dude Solution uses a diverse “marketing mix” of campaigns and programs to market our products and services to this audience. This includes but is not limited to:

- Public Relations
- Social Media
- Paid and Organic search
- Direct Marketing
- Events and Tradeshow
- Print media
- Digital Advertising (emails, webinars and ads) on targeted third-party websites and through associations and publications like:
  - Horizontal Publications
    - FacilitiesNet
  - EDU Publications
    - School Planning & Management
    - College Planning & Management
    - American School & University
    - ESchool News/eSchool Media
    - District Administration
    - University Business
  - EDU Association Agreements
    - National Business Officers Association (NBOA)
    - APPA: Leadership in Educational Facilities
    - Texas Association of School Business Officials (TASBO)
    - Pennsylvania Association of School Business Officials (PASBO)
    - Ohio Association of School Business Officials (OASBO)
    - Wisconsin Association of School Business Officials (WASBO)
    - Washington Association of Maintenance and Operations Administrators (WAMOA)
  - Other EDU Associations

- Regional/State APPA (VA, FL, NC, CAN, PA, KY)
    - Regional/State ASBO (AK, FL, NH, AL, CT, CO, CA, MA, WI)
  - GOV Publications
    - American City and County
    - Government Technology
  - GOV Association Agreements
    - International City/County Management Association (ICMA)
- Tradeshow
  - Education:
    - West Virginia Association of School Facilities Administrators (WVASFA)
    - Association of American Schools in South America (AASSA)
    - National Association of College and University Business Officers (NACUBO)
    - Association of Physical Plant Administrators – Leadership in Education Facilities Annual Conference (APPA)
    - Association of School Business Officers International Conference (ASBO)
    - Eastern Region of APPA Annual Conference (ERAPPA)
    - MSBO Facilities/Operations Director Conference
    - MO School Plant Managers Association Annual Conference (MSPMA)
    - NY School Facilities Association Conference & Expo (NYSSFA/SFMI)
    - Washington Association of Maintenance and Operations Fall Conference (WAMOA)
    - Minnesota Educational Facilities Management Professionals Conference (MASMS)
    - Southern Region of APPA Annual Conference (SRAPPA)
    - Texas Association of School Business Officials Operations & Facility Masters Conference (TASBO FMC)
    - Midwest Region of APPA Annual Conference (MAPPA)
    - Massachusetts Facilities Administrators' Association Fall Conference/EXPO (MFAA)
    - Massachusetts Computer Using Educators Fall Conference (MassCue)
    - VA School Plant Managers Association State Conference (VSPMA)
    - Eastern Association of College and University Business Officers Annual Meeting (EACUBO)
    - Education Facilities Management Forum
    - KY School Plant Manager Association Winter Conference (KSPMA)
    - PASBO Facilities, Transportation and Safety Conference & Exhibits
    - Midwest Facility Masters Conference
    - California Educational Technology Professionals Association Annual Conference (CETPA)
    - The New York State Association for Computers and Technologies in Education Annual Conference (NYSCATE)
    - OH ASBO Annual Facilities Conference & Trade Show
    - South Carolina School Plant Management Association (SCSPMA) Facility Masters Conference
    - National School Plant Management Association/South Carolina Plant Management Association Joint Conference (NSPMA/LSFMA)
    - Coalition for Adequate School Housing Tech Fair (CASH)
    - Northern New England Facility Masters Conference (NNE FMC)
    - National Business Officers Association Annual Conference (NBOA)
    - Texas Association of School Business Officials Annual Conference & Expo (TASBO)
    - Pennsylvania Association of School Business Officials (PASBO)
    - Illinois Facilities Professional Conference (FPC IL)
    - Wisconsin Association of School Business Officials Annual Conference (WASBO)
    - New Jersey School Buildings and Grounds Association (NJSBGA)
    - Virginia Association of Physical Plant Administrators (VAPPA)
    - Florida Association of Physical Plant Administrators Annual Conference (FLAPPA)
    - Massachusetts Association of School Business Officials (MASBO)

- Association of Collegiate Conference and Events Directors-International Conference (ACCED-I)
- Council of the Great City Schools Chief Operating Officers Conference (CGCS)
- Oregon School Facilities Management Conference (OSFMA)
- Kentucky School Plant Managers Association Energy Conference (KSPMA)
- California Association of School Business Officials Conference (CASBO – CA)
- Colorado Association of School Business Officials Spring Conference (CASBO – CO)
- Ohio Association of School Business Officials Workshop & Trade Show (OASBO)
- Connecticut Association of School Business Officials Vendor Day (CASBO – CT))
- Michigan School Business Officials Conference (MSBO)
- Texas Energy Managers Association Conference (TEMA)
- Alabama Association of School Business Officials Conference (AASBO – AL)
- Virginia Association of School Business Officials and Southeastern Association of School Business Officials Joint Conference (VASBO/SASBO)
- Western Association of College and University Business Officers (WACUBO)
- North Carolina Association of Physical Plant Administrators (NCAPPA)
- Tri-State Association of School Business Officials (Tri-State ASBO)
- New York Association of School Business Officials Education Summit & Expo (ASBO- NY)
- Collegiate Event and Facility Management Association Conference (CEFMA)
- Tennessee School Plant Management Conference (TSPMA)
- Texas Association of School Business Officials Summer Conference (TASBO Summer)
- National Association of Church Facilities Managers Conference (NACFM)
- West Virginia Association of School Administrators Summer Conference (WVASA)
- Association of College and University Housing Officers-International Conference (ACUHO-I)
- Educational Plant Maintenance Association Conference (EPMA)
- Government:
  - ESRI User Conference
  - National Association of Counties (NACo) Annual Conference & Expo
  - NC Chapter, American Public Works Association Leadership Management Conference (APWA-NC LMD)
  - American Correctional Association Annual Conference (ACA)
  - Government Management Information Sciences (GMIS) MEETS Conference
  - Department of Energy, Energy Exchange
  - APWA Public Works Expo
  - NC ArcGis Users Group Fall Conference (NCAUG)
  - National Association for County Community and Economic Development Annual Conference (NACCED)
  - International City/County Management Association (ICMA) Annual Conference
  - Code Administrators Association of Kentucky (CAAK) Code Forum
  - WA Association of County Officials (WACO) Annual Conference
  - Aquarium and Zoo Facilities Association (AZFA) Annual Conference
  - Nevada Geographic Information Society Conference (NGIS)
  - International Code Council (ICC) - Building Safety & Design Expo
  - Local Government Information Systems Associations Fall Symposium (NCLGISA)
  - 2018 Lean & Green Sustainable Operations Workshop
  - Georgia Recreation and Park Association Annual Meeting (GRPA)
  - National League of Cities (NLC) City Summit
  - CCAO/CEAO Winter Conference (County Commissioners Association of Ohio)
  - North Carolina Geographic Information System Conference (NCGIS)
  - ICMA Southeast Regional Conference
  - ICMA West Coast Regional Conference
  - ICMA Mountain Plains Regional Conference

- ICMA North East Regional Conference
- New England Water Works Association Annual Conference (NEWWA)
- American Planning Association National Planning Conference (APA NPC19)
- Advancing Georgia's Counties Annual Conference (ACCG)
- APWA-NC Facilities & Grounds Conference
- ICMA Midwest Regional Conference
- Chicago Metro Chapter of American Public Works Association Conference (APWA Chicago)
- National Association of State Facilities Administrators National Conference & Resource Expo (NASFA)
- American Water Works Association Annual Conference & Exposition (AWWA ACE19)
- Washington State Association of County Treasurers Conference (WSACT)
- Washington State Association of County Assessors Conference (WSACA)
- League of Minnesota Cities Conference (LMC)

**Cooperative Marketing:** Describe ways in which this business can collaborate with AEPA Member Agencies in marketing the bid. Submit a marketing plan, titled Exhibit B – Marketing Plan, that would entail at a minimum, the following with their response: process on how the contract will be launched to current and potential agencies, the ability to produce and maintain in full color print advertisements in camera-ready electronic format, including company logos and contact information, anticipated contract announcements, planned advertisements, industry periodicals, other direct or indirect marketing activities promoting the AEPA awarded contract, and how the contract award will be displayed/linked on the Bidder's website.

Upon award of contract, Dude Solutions can work with each client to create a full marketing plan. Dude Solutions has a full Marketing team that is prepared to partner with AEPA to successfully market this relationship in a targeted, compelling and efficient manner. We are resourced to partner and leverage our full marketing mix (all capabilities, traditional/digital channels, relationships and programs listed above) to fully promote the relationship with AEPA member agencies. Our Brand Engagement team of content marketers, designers and writers develops, curates and regularly maintains a full library of marketing collateral that can be developed and/or customized for the needs of this important relationship. We would do this through an initial planning and strategy session with AEPA, developing an appropriate marketing 'calendar' to schedule quarterly campaigns and then execute and track successfully throughout each year.

**Sales Training:** Explain how your business will educate your salesforce staff on the AEPA contract including timing, methods, etc.

Dude Solutions utilizes Salesforce as our CRM system. The AEPA discount is entered into the CRM system, making it easy for sales reps to include AEPA on client quotes. Sales reps are trained to apply the appropriate AEPA discount when applicable.

## Environmental Initiatives

Describe how your products and/or services support environmental goals.

Dude Solutions' guiding principles lead our clients toward more sustainable approaches in their everyday operations. In general, our software-as-a-service systems allow clients to "go paperless" with more frequency, reducing the environmental impact of facilities and energy management. Our solutions are designed with efficiency and sustainability in mind, and we carry those principles into our own everyday work.

Internally, Dude Solutions employees are encouraged to pursue sustainability efforts through our Green Dude initiative. This internal team of sustainability-oriented employees strive to bring awareness of our impact on the environment and inspire positive change through education. The Green Dude team is guided by these principles:

- Educate Dude Nation on sustainability best practices.
- Partner with local organizations to provide volunteer opportunities.
- Introduce Dude employees to energy saving options, both at work and at home.
- Strive to minimize waste both within our group and Dude Nation

In the past year, the Green Dude has hosted an Arbor Dude Fair, which brought educators and vendors from throughout the region to our Cary, North Carolina, headquarters. We partnered with organizations such as CompostNow, The Produce Box and Trees for the Triangle to promote education and volunteerism locally.

In addition, Dude Solutions facilities are equipped with sustainable equipment such as movement-sensitive light sensors, which prevent energy waste in unoccupied buildings. Individual employees are encouraged to responsibly consume energy by turning off and unplugging their equipment at the day's end.

Describe the business's "green" objectives (i.e. LEED, reducing footprint, etc.).

Dude Solutions can provide support for sustainability initiatives through a lower-impact implementation protocol. Our systems traditionally use paperless technology to prevent waste. Communication with The Dude throughout your implementation process will be mostly electronic to eliminate the need for paper storage and recycling. Further, maintenance of our software relies almost exclusively upon electronic communication, limiting the organization's need for paper requests.

Additionally, employees at The Dude are encouraged to consider the environmental impacts of their travel arrangements for any onsite services.

Finally, The Dude offers solutions that are, at their core, designed to improve the social and economic vitality of your community by maximizing the value of each taxpayer's contribution. The very nature of our services—energy management and reporting—delivers the sustainable effects that an organization deserves for furthering its own sustainability initiatives.

## **Independent Subcontractors, Distributors, Installers, etc.**

If the Bidder is not the sole provider of all goods and services provided under this contract, the following **must be answered**:

**Selection Criteria for Independent Providers:** Describe the criteria and process by which the business selects, certifies and approves subcontractors, distributors, installers and other independent services.

DSI leverages the below evaluation criteria when considering a subcontractor:

- Markets Served – Must align to DSI Markets (Education, Government, Healthcare or Manufacturing)
- Years in Business/Market – Must show a consistent track record in the market
- Geographical Areas Served – Must have regional or national footprint
- Number of Employees – Must have available resources to staff appropriately
- Revenue and Financial Stability – Must show a consistent track record of growth and profitability
- Subject Matter Expertise – Must provide industry knowledge and subject matter expertise
- Added Value Services Provided – Must provide a service that would be a value to DSI client base
- References – Must have quality references

If a subcontractor passes the initial criteria above, prior to approval of a subcontractor, the subcontractor must meet the following:



- DSI Minimum Insurance Requirements
- DSI Payment Terms

To become a DSI authorized Service Provider, Vendors have to have an active master service agreement in place with the DSI. Agreement is needed to by our Executive Leadership team.

**Current Subcontractors, Distributors, Installers, etc.:** Provide a list of current subcontractors, distributors, installers and other independent service providers who are contracted to perform the type of work outlined in this bid in the member agency states (listed in Part A of this IFB). Include, if applicable, contractor license or certificate information and the state(s) wherein they are eligible to provide services on behalf of the business.

ALPHA Facilities Solutions is a subcontractor of DSI and authorized to do business in all US states and territories. The services performed by Alpha to DSI require no contractor licenses.

EMG Corp. (Clampett Industries LLC, dba EMG) is a subcontractor of DSI and authorized to do business in all US states and territories. The services performed by EMG to DSI require no contractor licenses.

## Disclosures

**Line of Credit Letter or Annual Financial Report (REQUIRED):** Attach a letter from the business's chief financial institution indicating the current line of credit available to the business and evidence of financial stability for the past three calendar years (2016, 2017 and 2018). This letter should state the line of credit as a range (i.e. "credit in the low six figures" or "a credit line exceeding five figures"). If company is a publicly traded company a complete Annual Financial Report is required in place of Line of Credit Letter.

Alternatively, Bidders may choose to send the Letter of Line of Credit and/or Annual Report by email directly to the AEPA Executive Director, George Wilson, at [georgewilson.aepa@outlook.com](mailto:georgewilson.aepa@outlook.com). The Letter of Line of Credit and/or Annual Report must be received by the Executive Director before the due date and time of the bid opening.

*Dude Solutions has submitted this information in compliance with Part C, State-Specific Forms, Statement of Ownership Disclosure as well as Exhibit A.*

**Legal: Does this business have actions currently filed against it?**        X   No                 Yes

If **Yes**, AN ATTACHMENT IS REQUIRED: List and explain current actions, such as, Federal Debarment (on US General Services Administration's "Excluded Parties List"), appearance on any state or federal delinquent taxpayer list, or claims filed against the retainage and/or payment bond for projects.

## References

Provide contact information of your business's five largest public agency customers:

Agency	Name	Title	Phone Number	Email
1. Prince William County Schools	Edwin Zelek	Facilities Management Specialist	703-791-7228	zeleke@pwcs.edu
2. Albuquerque Public Schools	John Dufay	Executive Director of Operations	505-259-0168	dufay@aps.edu
3. Fairfax County Public Schools	Ted Davis	Director, EISA	703-329-7444	ted.davis@fcps.edu
4. Prince George's County Public Schools	Sam Stefanelli	Director of Building Services	310-952-6500	sam.stefanelli@pgcps.org
5. Baltimore City Public Schools	Monique Roumo	Assistant Director of Maintenance	443-984-2000	mroumo@bcps.k12.md.us

## Service Questionnaire

The following chart indicates which AEPA Member States intend to participate in this bid category. Respond to Yes/No and choice questions by using an (X). **Note: A Bidder must be willing and able to deliver the proposed products and/or services to 90% of the participating AEPA Member States, unless otherwise stated within Part B Technical Specifications.**

AEPA Member States	Participating in this bid category?	Has the bidding company sold products/services in these states for the past three (3) years? (Yes or No)	If awarded, which states does the bidding company propose to sell in? (Place an X where applicable)	Indicate which states the bidding company has sales reps, distributors or dealers in. (Place an X where applicable)
California	Yes	Yes	X	X
Colorado	Yes	Yes	X	
Connecticut	Yes	Yes	X	
Florida	Yes	Yes	X	X
Georgia	Yes	Yes	X	X
Illinois	Yes	Yes	X	
Indiana	Yes	Yes	X	
Iowa	Yes	Yes	X	
Kansas	Yes	Yes	X	X
Kentucky	Yes	Yes	X	
Massachusetts	Yes	Yes	X	
Michigan	No	Yes		
Minnesota	Yes	Yes		
Missouri	Yes	Yes	X	
Montana	Yes	Yes	X	
Nebraska	Yes	Yes	X	
New Jersey	Yes	Yes	X	
New Mexico	Yes	Yes	X	
North Dakota	Yes	Yes	X	
Ohio	Yes	Yes	X	
Oregon	Yes	Yes	X	
Pennsylvania	Yes	Yes	X	
Texas	No	Yes		X
Virginia	Yes	Yes	X	
Washington	Yes	Yes	X	X
West Virginia	Yes	Yes	X	
Wisconsin	Yes	Yes	X	X
Wyoming	Yes	Yes	X	

**e-Commerce:** Does this business have an e-commerce website?     X     No                      Yes

If YES, what is the website?

    N/A    

**Customer and Support Service:** It is understood depending on the type, kind and level of products and/or services being proposed in response to this bid will impact and determine the type and level of services required and these are identified in Part B Bid Specifications of this IFB.



Does this business have online customer support options?	_____	<b>No</b>	<u>  X  </u>	<b>Yes</b>
Does this business have a toll-free customers support phone option?	_____	<b>No</b>	<u>  X  </u>	<b>Yes</b>
Does this business offer local customer and support service options?	_____	<b>No</b>	<u>  X  </u>	<b>Yes</b>

At Dude Solutions, we are committed to client success. Dude Solutions' Client Service Center is simply the best in the business with some of the most experienced professionals in the industry, and we have a measured client satisfaction rating that exceeds 97%. Our mission statement guides our policies: "The Client Service Center is committed to empowering our clients by being readily available with personalized solutions to enhance their business processes. With our passion for service and client success, we strive to make Dude Solutions the preferred choice of our clients' markets."

As a Dude Solutions client, you are backed by the industry's largest library of information and best practices, all at your fingertips. There are no additional charges or support contracts; support is included in your annual subscription. Lifetime support for all active product subscriptions includes:

- Toll-free telephone support by dialing (877) 655-3833, Monday to Friday 8:00 AM – 6 PM ET
- Friendly representatives who will answer the phone within 3 rings and direct you to a knowledgeable team member who can help
- Email support – we answer 98% of our support emails within 1 hour
- Instant help through our software with live chat during business hours

Dude Solutions measures client services by subscription renewals, client satisfaction surveys and the Net Promoter Score. To date, we have:

- 93% retention rate
- 97.5% customer satisfaction rating
- Net Promoter Score of 54 – ahead of all competitors and iconic companies such as Target, IBM and more

**Training:** If applicable, does this business offer customer training for the products and services sold? \_\_\_\_\_ **No**   X   **Yes**

If YES, describe what types/kinds of training you offer, the venues where training occurs and the location(s) of your trainers, include number of staff dedicated to training and their qualifications and hours of operation.

Based on years of experience and thousands of implementation projects, we've learned best practices for streamlining the roll out and adoption of software to staff and end users. We've created a library of content, including help videos, PDF quick step guides, and FAQs, tailored to the roles your staff and end users will have. This content facilitates training and adoption of the new software by your team.

Product help documentation is provided under the HELP link in all Dude Solutions products. Any revisions made to product documentation and training materials is free. Clients can review all updates and enhancements via the Product Release Notes page on the help site.

Dude Solutions offers free, unlimited Virtual Classroom Training (VCTs) easily accessed from the Online Help Website, as well. VCTs refer to web conference sessions to review account setup, configuration, and training. VCTs provide a world class training experience that engages our clients via virtual, interactive sessions or workshops. These classes foster an environment of peer to peer collaboration, best practice discussions, and reinforce client knowledge with purposeful activities. Some of our classes may be appropriate for your end users, but most are geared toward Administrative users. Client support is provided Monday to Friday 8:00 AM – 6:00 PM ET.

Dude Solutions offers onsite training to its clients at additional costs. Clients are also responsible for any related travel costs. In an effort to provide peer-networking and additional training to its clients, Dude Solutions hosts the Dude University. This national event allows Dude Solutions clients to gather and attend product training classes, receive individualized attention, exchange user tested solutions, learn more about their products and share experiences with Dude Solutions clients from around the world! Clients are responsible for a registration fee and their travel costs. Dude Solutions also endorses regional user groups. These groups are organized and operated by Dude Solutions clients across North America. Dude Solutions provides personnel to attend these groups and answer questions. Participation in the user groups is completely voluntary.

Dude Solutions has 77 employees across three general roles to deliver world class implementation and training. 34 Implementation Specialist, 24 Consultants, and 19 Project Coordinators. 54 are at our headquarters in Cary, 9 at WCO office, and 14 remote employees.

Role	Employee Count	Avg. Tenure (Years)
Consultants	24	2.51
Implementation Specialists	34	2.34
Project Coordinators	19	4.19
<b>Total</b>	<b>77</b>	<b>2.8</b>

- **Implementation Specialist** – Backgrounds include former instructors, service professionals, and technical support representatives. Implementation Specialists are responsible for delivering on-boarding, training, and ongoing implementation support. They have an in-depth knowledge of the product suites and the industry they serve. Implementation Specialists have a passion for delivering world-class customer service and in-depth product and configuration knowledge to ensure a successful implementation on all fronts.
- **Project Coordinator** – Background includes training in PMP best practices and proficient with project management tools and process. These problem solvers streamline the delivery of services and solutions to ensure successful implementations project delivery. The Project Manager is responsible for setting client expectations, scope management, risk analysis, maintaining the project plan, project accounting, and the ultimate success and profitability of the engagement.
- **Consultant** – Backgrounds include Engineers, Technical Sales, and Industry experts. Consultants are responsible for delivering professional services to clients either on site or virtually. Subject matter experts in the product suite and industry the serve, consultants have experience working onsite with clients and share best practices for work flow, implementation and change management. While onsite, a typical week will include conducting business process reviews, configuring and importing data into the application as needed, training end users on using the application and supporting clients as they go-live.

## Pricing:

Is your pricing methodology guaranteed for the term of the contract?

  X   No        Yes

Dude Solutions, Inc. periodically reviews and updates catalog price books in response to the market. Such updates may include price adjustments and the addition of new product and/or service offerings. Proposals generated after a new price book is filed will use the new price book. Any outstanding proposals using the previous price book will be honored for sixty (60) days from the date of the new filing. Dude Solutions maintains the right to increase subscription fees and other applicable fees and charges in connection with each renewal term, but such renewal fees shall not exceed the pricing on file with AEPA at the time of the member's renewal.

Will you offer customized price lists to participating entities as required per the pricing terms of Part A?   X   No        Yes

Will you offer hot list pricing (optional) as described in the pricing terms of Part A?   X   No        Yes

Will you offer volume price discounts as described in the pricing terms of Part A?   X   No        Yes

**Competitiveness:** In order for your bid to be considered, your company must offer AEPA prices that are equal to or lower than those normally offered to individual entities or cooperatives with equal or lower volume.

Is the pricing that is proposed to AEPA equal to or lower than pricing your company offers to individual entities or cooperatives with equal to or lower volume?        No   X   Yes

Indicate which of the following apply and the **level of competitive range** you are offering in response to this IFB.

         X   Pricing offered to AEPA is EQUAL TO pricing offered to individual customer and/or cooperatives.

              Pricing is LESS THAN individual customer and/or cooperatives. Lower by        %

**Cooperative Contracts:** Does your business currently have contracts with other cooperatives (local, regional, state, national)?        No   X   Yes

If YES, identify which cooperative and the respective expiration date(s).

- Sourcewell, matures 12/15/2020
- National IPA, expires 3/31/2020
- Mohave ESC, expires 3/2/2023

If YES, and your business is awarded an AEPA contract, explain which contract your business will lead with in marketing and sales representative presentations (sales calls)?

AEPA

**Administrative Fee:** Which of the following best reflects how your pricing includes the individual AEPA Members' administrative fee. Mark with an "X".

  X  

The pricing for the products and/or services are the same for each AEPA Member Agency, shipping, handling, administrative fee and other specific state costs are added to arrive at total price offered to the Individual AEPA Member Agency.

	The pricing for the products and/or services is inclusive of the administrative fee and therefore the pricing is the same for all AEPA Member Agencies. Shipping, handling and other state specific costs are added to the adjusted AEPA Member Agency's price.
	The pricing for the products and/or services includes <b>ALL</b> (shipping, handling, administrative fee, other) costs to arrive at a single price for all AEPA Member Agencies.

<b>Shipping &amp; Handling: Orders that are \$50.00 or more shall include shipping and handling.</b> What is the flat rate your company will charge, regardless of where shipped in the continental United States, for orders less than \$50.00?	<b>\$N/A</b>
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**Product Returns:** Does your business have a return policy? \_\_\_\_\_ **No**        X   **Yes**

If YES, describe your return policy and if you charge a restocking fee, what is it? (AEPA allows up to 15% for supplies and up to 25% for equipment).

DSI's commercial subscription agreements allow clients to cancel software subscriptions for convenience and request a prorated refund of any prepaid annual subscription fees for the remaining months of unused services. Additionally, most applications allow for a full refund of subscription fees if the subscription is terminated within the first 60 days of the initial subscription term. Eighty (80) percent of Asset Essentials subscription fees will be refunded if the subscription is terminated within the first 60 days of the initial subscription term. Refunds are not available for services actually rendered including, but not limited to, QuickStart, onsite consulting, and professional services.

**Payment Terms:** Will your business offer AEPA buyer's a quick pay discount?   X   **No**      \_\_\_\_\_ **Yes**

If YES, what is the discount? \_\_\_\_\_ %Net

**Leasing:** Does your business offer leasing arrangements under this bid?   X   **No**      \_\_\_\_\_ **Yes**  
If Yes, please indicate the rate factor and other cost factors below.

**If an AEPA contract is approved and awarded by the Member Agencies, as a Vendor Partner, I agree to:**

<b>Responsibilities of an AEPA Vendor Partner</b>	<b>Yes, indicate with an "X"</b>	<b>No, indicate with an "X"</b>
1. Designate and assign a dedicated senior-level contract manager (one authorized to make decisions) to each of the Member Agency accounts. This employee will have a complete copy and must have working knowledge of the AEPA contract.	X	
2. Train and educate sales staff on what the AEPA contract is: including pricing, who can order from the contract (by state), terms/conditions of the contract, and the respective ordering procedures for each state. It is expected that Vendor Partners will lead with AEPA contracts.	X	
3. Develop a marketing plan to support the AEPA contract in collaboration with respective AEPA Member Agencies. The marketing plan should include, but not be limited to, a website presence, electronic mailings, sales flyers, brochures, mailings, catalogs, etc.	X	

4. Create an AEPA-specific sell sheet with a space to add a Member Agency logo and contact information for use by the Member Agencies and the Vendor Partner's local sales representatives to market within each state.	X	
5. On a quarterly basis, complete the sales and administrative fee report (see attached PDF example) and submit to each Member Agency along with the respective administrative fees to be paid. If there are no sales, the Vendor Partner is required to submit a \$0 report to the AEPA Member Agency.	X	
6. Have ongoing communication with the Bid Oversight Chairperson, AEPA Member Agencies and the Member Agencies Participating Entities.	X	
7. Attend two (2) AEPA meetings each year (see Part A)	X	
8. Participate in national and local conference trade shows to promote the AEPA contracts including, but not limited to the Association of School Business Officials (ASBO), the National Institute of Governmental Purchasing (NIGP), and the National Association of Educational Procurement (NAEP).	X	
9. Increase sales over the term of the contract with all participating AEPA Member Agencies.	X	

*Please also see our exceptions starting on the following page.*

## Exceptions to Terms & Conditions

Dude Solutions, Inc. has carefully reviewed the Terms & Conditions provided by AEPA and respectfully submits the following exceptions, modifications and additions. In addition, we have provided our commercial SaaS subscription agreements following the exceptions:

- Exhibit G: Sample Online Subscription Agreement
- Exhibit H: Sample Asset Essentials Online Subscription Agreement

IFB Section and Page	Term or Condition	Exception
Part A, Page 18	Indemnification	<p>DSI cannot accept the clause as written. DSI can accept the following indemnification clause which is in line with SaaS industry standards:</p> <p><i>Vendor Partner will indemnify and defend AEPA, its Members, Participating Entities, its employees from third party claims, demands, suits, proceedings, loss, cost and damages of every kind and description, including any reasonable attorney's fees and/or litigation expenses, which might be brought or made against or incurred by, AEPA, its Members, Participating Entities, its employees on account of loss or damage to any property or for injuries to or death of any person, to the extent arising from the gross negligence or willful misconduct of Vendor Partner, its employees, agents, representatives, or Subcontractors, their employees, agents, or representatives in connection with or incident to the performance of this agreement, or arising out of worker's compensation claims, unemployment compensation claims, or unemployment disability compensation claims of employees of Vendor Partner, and/or its Subcontractors or claims under similar such laws or obligations. Vendor Partner's obligation under this section will not extend to any liability caused by the sole negligence of AEPA, its Members, participating Entities, its employees. The liability of AEPA, its Members, Participating Entities or its employees will be subject in all cases to the immunities and limitations of Nevada or the AEPA Member Agency's state laws.</i></p>
Part A, Page 19	Legal Remedies	Dude Solutions requests the following modification:

		<p><i>All claims and controversies shall be subject to the federal, state, local rules, regulations, or codes of the state in which the AEPA member Agency or Participating Entity resides.</i></p>
Part A, Page 22	Patent and Copyright Indemnification	<p>As a SaaS provider, DSI includes a standard indemnification clause in its commercial SaaS agreements. DSI requests the IFB Patent and Copyright Indemnification be modified to align with DSI's standard clause as follows:</p> <p><i>DSI shall defend, indemnify and hold harmless Subscriber from any loss, damage or expense (including reasonable attorneys' fees) awarded by a court of competent jurisdiction, or paid in accordance with a settlement agreement signed by Subscriber, in connection with any Third Party claim (each, a "<u>Claim</u>") alleging that Subscriber's use of the Services as expressly permitted hereunder infringes upon any United States patent, copyright or trademark of such Third Party, or misappropriates the trade secret of such Third Party; <u>provided</u> that Subscriber (x) promptly gives DSI written notice of the Claim; (y) gives DSI sole control of the defense and settlement of the Claim; and (z) provides to DSI all reasonable assistance, at DSI's expense. If DSI receives information about an infringement or misappropriation claim related to the Services, DSI may in its sole discretion and at no cost to Subscriber: (i) modify the applicable Service(s) so that it no longer infringes or misappropriates, (ii) obtain a license for Subscriber's continued use of the applicable Service(s), or (iii) terminate the Subscriber's Account subscriptions for the applicable Service(s) upon prior written notice and refund to Subscriber any prepaid Subscription Fees covering the remainder of the term of the terminated Account subscriptions. Notwithstanding the foregoing, DSI shall have no liability or obligation with respect to any Claim that is based upon or arises out of (A) use of the applicable Service(s) in combination with any software or hardware not expressly authorized by DSI, (B) any modifications or configurations made to the applicable Service(s) by Subscriber without the prior written consent of DSI, and/or (C) any action taken by Subscriber relating to use of the applicable Service(s) that is not permitted under the terms of this Agreement. This Section 7.2(a) states Subscriber's exclusive remedy against DSI for</i></p>

		<i>any Claim of infringement of misappropriation of a Third Party's Intellectual Property Rights related to or arising from Subscriber's use of the Services.</i>
Part A, Page 32	Warranty	DSI's software is made available under the terms of its commercial SaaS agreements which disclaim all warranties. Instead, DSI's commercial SaaS agreements allow for termination for convenience and the ability to receive a prorated refund of subscription fees for the remaining months of unused services, as described in the Product Returns section of Part D – Questionnaire.
Part A, Page 13	Contract Documents	DSI expects to rely on its commercial subscription agreements (encompassing terms and conditions specific to SaaS transactions) as the basis for beginning good-faith contract negotiations with Members as these contain language specific to the software industry, such as a grant of subscription access and intellectual property rights. DSI is amenable to negotiating contract requests with public entities by incorporating mutually agreed upon clauses into contract documents. DSI's current commercial subscription agreements are attached to this response.
Part A, Page 18	Form of Contract	<p>DSI requests this clause be modified as follows to incorporate the applicable proposal or order form for a Member transaction:</p> <p><i>The form of contract for this solicitation shall be the Invitation for Bid, the awarded Bidder response and properly issued purchase orders and/or contracts in accordance with this Invitation for Bid, and the awarded Bidder's proposal or order form issued to the AEPA Member. If a firm submitting a bid requires AEPA Member Agency and/or Participating Entities to sign an additional contract, a copy of the proposed contract must be included with the bid.</i></p>
Part A, Page 20	Novation	<p>DSI requests this clause be modified as follows to be consistent with the Assignment clause of Part A:</p> <p><i>If the original Vendor Partner sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. AEPA and its AEPA Member Agencies reserves the right to recommend approval, acceptance or rejection</i></p>



		<i>of the new party, except that AEPA and its AEPA Member Agencies shall not unreasonably withhold approval and shall notify the Vendor Partner within fifteen (15) days of receipt of written notice by the Vendor Partner.. A simple change of name agreement will not change the contractual obligations of the Vendor Partner.</i>
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## EXHIBIT G

### ONLINE SUBSCRIPTION AGREEMENT

This Online Subscription Agreement (this “Agreement”) shall govern Subscriber’s (as defined below) access and use of the Services (as defined below) provided by Dude Solutions, Inc. (together with its direct and indirect subsidiaries, collectively, “DSI”). BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING ACCEPTANCE, BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT OR BY OTHERWISE ACCESSING AND USING THE SERVICES, YOU AGREE TO THE TERMS OF THIS AGREEMENT. AS A RESULT, PLEASE READ ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, IN WHICH CASE THE TERMS “YOU” OR “YOUR” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE ANY SERVICE.

#### Section 1.0 Definitions

As used in this Agreement, the following terms shall have the meanings set forth below:

1.1 “Account” means Subscriber’s specific account where Subscriber subscribes to access and use Service(s).

1.2 “Account User” means: (i) with respect to an Enterprise Application, each employee, consultant and contractor specified by Subscriber to access and use the Subscriber’s Account; and (ii) with respect to a Named User Application, each unique Named User for which Subscriber has paid an applicable subscription fee to DSI for such Named User Application.

1.3 “Applications” means the software-as-a-service (SaaS) enterprise asset management applications designed, developed, marketed and made available by DSI, which include, without limitation, the following functionality: enterprise workflow, communication, content and business process logic for facilities, technology, business operations, facility scheduling, building automation, safety planning, crisis management, geographic information systems, energy and transportation management.

1.4 “Confidential Information” means any non-public information and/or materials disclosed in writing or orally by a party under this Agreement (the “Disclosing Party”) to the other party (the “Receiving Party”), which (i) is designated in writing as confidential at the time of disclosure, or (ii) with respect to non-public information disclosed orally, the Disclosing Party sends the Receiving Party a written notice to Receiving Party within 15 days after oral disclosure identifying the non-public information that was disclosed as its confidential information, including when, where, how and to whom such non-public information was disclosed. For avoidance of doubt, DSI’s Confidential Information shall include the source code, data structure, algorithms and logic of the Applications and Services. Notwithstanding the foregoing, Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a Third Party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

1.5 “Content” means all of the audio and visual information, documents, content, materials, products and/or software contained in, or made available through, the Services.

1.6 “Documentation” means the user documentation relating to the Services, including but not limited to descriptions of the functional, operational and design characteristics of the Services.

1.7 “Dude Learn Application” means DSI’s online learning management system dedicated to increasing a subscriber’s time to competency in Applications, which includes, without limitation, (i) learning tracks with the “top tips and tricks” for Applications, and (ii) on-demand knowledge pathways subscribers may use to enhance their skill sets and obtain certifications for Applications. The Dude Learn Application is a Named User Application.

1.8 “Enterprise Application” means each Application that is not a Named User Application.

1.9 “Highly-Sensitive Personal Information” means an Account User’s (i) government-issued identification number (including social security number, driver’s license number or state-issued identified number), (ii) financial account number, credit card number, debit card number, credit report information, in each case with or without any required security code, access code, personal identification number or password that would permit access to such Account User’s financial account; and/or (iii) biometric data.

1.10 “HIPAA” means the Health Insurance Portability and Accountability Act of 1996 (Pub. L. 104-191) and all regulations promulgated thereunder (45 C.F.R. §§ 160-164), as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act and all regulations promulgated thereunder, as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), as amended from time to time.

1.11 “Intellectual Property Rights” means all ideas, concepts, designs, drawings, packages, works of authorship, processes, methodologies, information, developments, materials, inventions, improvements, software, and all intellectual property rights worldwide arising under statutory or common law, including without limitation, all (i) patents and patent applications owned or licensable by a party hereto; (ii) rights associated with works of authorship, including copyrights, copyright applications, copyright registrations, mask work rights, mask work applications and mask work registrations; (iii) rights related to protection of trade secrets and Confidential Information; (iv) trademarks, trade names, service marks and logos; (v) any right analogous to those set forth in clauses (i) through (iv); and (vi) divisions, continuations, renewals, reissues and extensions of the foregoing (as and to the extent applicable) now existing, hereafter filed, issued or acquired.

1.12 “Named User” means, with respect to a Named User Application, each unique, identified named user for which Subscriber has paid an applicable named user subscription fee to DSI for such Named User Application.

1.13 “Named User Application” means an Application that DSI (i) limits access and use thereof to Named Users, and (ii) for which the applicable subscription fee is determined based upon the number of Subscriber’s Named Users.

1.14 “Privacy Policy” means the DSI privacy policy, as amended from time-to-time, which can be viewed by clicking the “Privacy” hypertext link located on [www.dudesolutions.com](http://www.dudesolutions.com).

1.15 “QuickStart Service” means, with respect to each Service, DSI’s unique implementation service that is provided to Subscriber with respect to such Service. A DSI advisor is provided by DSI to Subscriber in connection with QuickStart Services in order to help facilitate smooth transition and boost Subscriber adoption of the applicable Services.

1.16 “Services” means each of the Application(s) subscribed to by Subscriber pursuant to this Agreement. Subscriber shall specify each of the Services that Subscriber shall subscribe to as part of its Account registration

process.

1.17 “Subscriber” means the legal entity identified on the Account.

1.18 “Subscriber Data” means all data and information provided by or on behalf of Subscriber to a Service, including that which the Account Users input or upload to a Service.

1.19 “Subscription Fee” means, with respect to each Services subscription, the annual subscription fee invoiced to Subscriber by DSI prior to the Initial Term and each applicable Renewal Term for such Services subscription, which is required to be paid in order for Subscriber to be permitted to access and use the Services in such Services subscription.

1.20 “Third Party” means a party other than Subscriber or DSI.

## **Section 2.0 Use of the Service; Proprietary Rights**

### **2.1 Use of Service.**

(a) *Subscription.* Subject to the terms of this Agreement (including, without limitation, the responsibilities, limitations and restrictions set forth in this Section 2.1 and payment of the Subscription Fees required hereunder), DSI shall permit Subscriber’s Account Users to access and use the Services during the Term, including access and use of all of the Content contained in or made available through the Services. Subscriber agrees that it shall use the Services solely for internal business purposes, and access and use of the Services shall be limited to Account Users.

(b) *Account Setup.* To subscribe to the Services, Subscriber must establish its Account, which may only be accessed and used by its Account Users. To setup an Account User, Subscriber must provide DSI (and agree to maintain, promptly update and keep) true, accurate, current and complete information for such Account User. If Subscriber or any applicable Account User provides any information that is untrue, inaccurate, not current or incomplete, DSI has the right to immediately suspend or terminate Subscriber’s Account and usage of the Services and refuse any and all future use. Each Account User must establish and maintain a personal, non-transferable password, which shall not be shared with, or used by, any other Third Party. Subscriber may not transfer an Account User’s right to access and use the Services to a different user; provided, however, that a Named User’s right to access and use a Named User Application may be reassigned to a new Named User replacing such Named User if such replaced Named User has terminated its employment or its relationship with Subscriber or otherwise changes its job status or function within Subscriber and, as a result, no longer requires ongoing use of the applicable Named User Application. Subscriber shall be solely responsible for any and all activities that occur under its Account, including all acts and omissions of its Account Users. Subscriber shall notify DSI immediately of any unauthorized use of its Account and/or any other breach of security of the Services that it suspects or becomes aware of.

(c) *Subscriber Responsibilities.* Subscriber shall: (i) take appropriate action to ensure that non-Account Users do not access or use the Services; (ii) ensure that all Account Users comply with all of the terms and conditions of this Agreement, including the limitations and restrictions set out in Section 2.1(d); (iii) be solely responsible for the accuracy, integrity, legality, reliability and appropriateness of all Subscriber Data created by Account Users using the Services; (iv) access and use the Services solely in compliance with the Documentation and all applicable local, state, federal, and foreign laws, rules, directives and regulations (including those relating to export, homeland security, anti-terrorism, data protection and privacy); (v) allow e-mail notifications generated by the Services on behalf of Subscriber’s Account Users to be delivered to Subscriber’s Account Users; and (vi) promptly update and upgrade its

system as requested or required in order to ensure continued performance and compatibility with upgrades to the Services. Subscriber shall be responsible for any breach of this Agreement by Account Users and any access or Use of the Services by persons other than Account Users.

(d) *Limitations and Restrictions.* Subscriber agrees that it shall not, and shall not permit any Third Party to, directly or indirectly: (i) modify, alter, revise, decompile, disassemble, reverse engineer, create derivative works or attempt to derive the source code of any Service; (ii) assign, transfer, lease, rent, sublicense, distribute or otherwise make available any Service, in whole or in part, to any Third Party, including on a timesharing, software-as-a-service or other similar basis; (iii) share Account login information or otherwise allow access or use the Services to provide any service bureau services or any services on a similar basis; (iv) use any Service in a way not intended by DSI or for any unlawful purpose; (v) use any Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of Third Party privacy rights; (vi) copy, frame or mirror any part or content of the Services, other than copying or framing on Subscriber's own intranets or otherwise for Subscriber's own internal business purposes; (vii) attempt to tamper with, alter, disable, hinder, by-pass, override, or circumvent any security, reliability, integrity, accounting or other mechanism, restriction or requirement of the Services; (viii) remove, obscure, cover or alter any copyright, trademark, patent or proprietary notice affixed or displayed by or in the Services or related documentation; (ix) perform load tests, network scans, penetration tests, ethical hacks or any other security auditing procedures on the Services; (x) interfere with or disrupt the integrity or performance of the Services or the data contained therein; (xi) access any Service in order to build a competitive product or service, copy any features, functions or graphics of any Service or monitor the availability and/or functionality of any Service for any benchmarking or competitive purposes; (xii) store, manipulate, analyze, reformat, print, and display the Content for personal use; (xiii) upload or insert code, scripts, batch files or any other form of scripting or coding into the Services; and (xiv) store Highly-Sensitive Personal Information. Highly-Sensitive Personal Information should not be entered into the Services, as there are no data fields requesting this type of information. It is the Subscriber's responsibility to enforce this policy for fields beyond DSI's control such as a description or notes field. DSI reserves the right in the future to scan input data and block certain information such as social security numbers or credit card numbers

(e) *Additional Guidelines.* DSI reserves the right to establish or modify general practices and limits concerning use of the Services, including without limitation, the maximum number of days that Subscriber Data shall be retained by the Services and the maximum disk space that shall be allotted on DSI servers on Subscriber's behalf. DSI shall provide at least sixty (60) days' prior notice of any such modification. DSI also reserves the right to block IP addresses originating a Denial of Service (DoS) attack or IP addresses causing excessive amounts of data to be sent to DSI servers. DSI shall notify Subscriber should this condition exist and inform Subscriber of its action. Once blocked, an IP address shall not be able to access the Services and the block may be removed once DSI is satisfied corrective action has taken place to resolve the issue.

(f) *Third Party Software.* The Services may incorporate and/or embed software and other technology owned and controlled by Third Parties. Any such Third Party software or technology that is incorporated and/or embedded into any Service shall be provided to Subscriber on the license terms set forth this Agreement, unless additional or separate license terms apply as indicated by DSI. To the extent that the Services link to any Third Party website, application or service, the terms and conditions thereof shall govern Subscriber's rights with respect to such website, application or service, unless otherwise expressly provided DSI. DSI shall have no obligations or liability arising from Subscriber's access and use of such linked Third Party websites, applications and services.

## 2.2 Proprietary Rights.

(a) Subscriber acknowledges and agrees that (as between Subscriber and DSI) DSI retains all ownership right, title, and interest in and to the Applications, the Services, the Documentation and the Content, including without

limitation all corrections, enhancements, improvements to, or derivative works thereof (collectively, “Derivative Works”), and in all Intellectual Property Rights therein or thereto. To the extent any Derivative Work is developed by DSI based upon ideas or suggestions submitted by Subscriber to DSI, Subscriber hereby irrevocably assigns all rights to modify or enhance the Applications and the Services using such ideas or suggestions or joint contributions to DSI, together with all Intellectual Property Rights related to such Derivative Works. Nothing contained in this Agreement shall be construed to convey to Subscriber (or to any party claiming through Subscriber) any Intellectual Property Rights in or to the Applications, the Services, the Documentation and the Content, other than the rights expressly set forth in this Agreement.

(b) DSI acknowledges and agrees that (as between Subscriber and DSI) Subscriber retains all ownership right, title, and interest in and to the Subscriber Data, including all Intellectual Property Rights therein or thereto. Notwithstanding the foregoing, Subscriber hereby grants DSI a non-exclusive, royalty-free license to display, distribute, transmit, publish and otherwise use the Subscriber Data to improve the Services and the performance of DSI, including without limitation, submitting and sublicensing the Subscriber Data to Third Parties for analytical purposes, provided that (i) such Third Parties have entered into a written agreement with DSI to maintain the confidentiality of the Subscriber Data and (ii) DSI shall not specifically identify the Subscriber Data as originating from Subscriber when providing the Subscriber Data to such Third Parties.

(c) Subscriber acknowledges the Services may utilize Third Party software and/or tools (each, a “Third-Party Tool”) under a license granted to DSI by one or more applicable Third Parties (each, a “Third-Party Licensor”), which licenses DSI the right to sublicense the use of the Third-Party Tool solely as part of the Services. Each such sublicense is nonexclusive and solely for Subscriber’s internal use and Subscriber shall not further resell, re-license, or grant any other rights to use such sublicense to any Third Party. Subscriber further acknowledges that each Third-Party Licensor retains all right, title, and interest to its applicable Third-Party Tool and all documentation related to such Third-Party Tool. All confidential or proprietary information of each Third-Party Licensor is Confidential Information of DSI under the terms of this Agreement and shall be protected in accordance with the terms of Section 8.0.

### **Section 3.0 DSI Responsibilities**

3.1 Professional Services. DSI shall provide and perform professional, technical, consulting and/or other services (collectively, “Professional Services”) that are mutually agreed upon and described in one or more statements of work. Each statement of work shall be effective, incorporated into and form a part of this Agreement when duly executed by an authorized representative of each of the parties. Each statement of work shall (i) describe the fees and payment terms with respect the Professional Services being provided pursuant to such statement of work, (ii) identify any work product that shall be developed pursuant to such statement of work, and (iii) set forth each party’s respective ownership and proprietary rights with respect to any work product developed pursuant to such statement of work. DSI represents and warrants that all such Professional Services shall be performed in a professional and workmanlike manner.

3.2 Subscriber Data. DSI shall not edit or disclose any information regarding Subscriber’s Account, including any Subscriber Data, without Subscriber’s prior permission, except in accordance with this Agreement. Notwithstanding the foregoing, DSI is hereby permitted to provide certain statistical information (e.g., usage, average costs or time values, or user traffic patterns) in aggregated and de-identified form to Third Parties or to other Application subscribers.

3.3 Implementation and Support.



(a) DSI shall, in exchange for Subscriber's payment of a non-refundable QuickStart fee for a Service, provide the QuickStart Service for such Service. Subscriber is responsible for scheduling the timing and delivery of each QuickStart Service with DSI. The QuickStart Service with respect to a Service must be performed within the six (6) month period immediately following the date Subscriber initially subscribes to such Service. DSI shall not be obligated to provide the QuickStart Service with respect to a Service after the expiration of such 6-month period.

(b) During the Term DSI shall, as part of Subscriber's Subscription Fees, provide telephone and e-mail support ("Support Services") to Subscriber during the hours of 8:00 a.m. (Eastern time) to 6:00 p.m. (Eastern time), Monday through Friday, excluding holidays.

3.4 Availability. DSI shall use commercially reasonable efforts to make the Services available (i) 99.9% of the time during the hours of 6:00 a.m. (Eastern time) to 10:00 p.m. (Eastern time), Monday through Friday, excluding holidays ("Business Hours"), and (ii) 99.5% of the time, determined on a twenty-four (24) hours a day, seven (7) days a week basis. Availability shall be calculated on a monthly basis. For purposes of calculating availability, the Services shall not be deemed unavailable during any period arising from: (i) routine system maintenance that is performed weekly during non-Business Hours; (ii) scheduled downtime for extended system maintenance (of which DSI shall give at least 8 hours' prior notice and which DSI shall schedule to the extent reasonably practicable outside of Business Hours); and (iii) any unavailability caused by circumstances beyond DSI's reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Our employees), Internet service provider failure or delay, non-DSI software or hardware, or denial of service attack.

3.5 Protection of Subscriber Data. DSI shall maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Subscriber Data. In addition, if Subscriber is a "Covered Entity" under HIPAA, DSI is Subscriber's "Business Associate" under HIPAA, and any Subscriber Data provided by Subscriber to DSI in their capacities as a Covered Entity and Business Associate, respectively, DSI and Subscriber shall enter into a Business Associate Agreement (the form of which shall be reasonably satisfactory to DSI).

## **Section 4.0 Third Party Interactions**

4.1 Relationship to Third Parties. In connection with Subscriber's use of the Services, Subscriber may: (i) enter into correspondence with and/or participate in promotions of advertisers or sponsors showing their goods and/or services through the Services; (ii) purchase goods and/or services, including implementation, customization, content, forms, schedules, integration and other services; (iii) exchange data, integrate, or interact between Subscriber's Account, the Services and a Third Party provider; (iv) be offered additional functionality within the user interface of the Services through use of the Services' application programming interface; and/or (v) be provided content, knowledge, subject matter expertise in the creation of forms, content and schedules. Any such activity, and any terms, conditions, warranties or representations associated with such activity, shall be solely between Subscriber and the applicable Third Party. DSI shall have no liability, obligation or responsibility for any such correspondence, purchase, promotion, data exchange, integration or interaction between Subscriber and any such Third Party.

4.2 Ownership. Subscriber is the owner of all Third Party content and data loaded into the Subscriber Account. As the owner, it is Subscriber's responsibility to make sure it meets its particular needs. DSI shall not comment, edit or advise Subscriber with respect to such Third Party content and data in any manner.

4.3 No Warranty or Endorsement. DSI does not warrant any Third Party providers or any of their products or services, whether or not such products or services are designated by DSI as "certified," "validated," "premier" and/or any other designation. DSI does not endorse any sites on the Internet which are linked through the Services.

DSI is providing these links to Subscriber only as a matter of convenience, and in no event shall DSI be responsible for any content, products, or other materials on or available from such sites.

4.4 Additional Terms. The Disclaimer of Warranties (Section 7.1) and Limitation of Liability (Section 7.3) set forth herein shall apply to all Third Party interactions.

## **Section 5.0      Subscription Fees**

5.1 Subscription Fees. Subscriber shall, on or before the commencement of the Initial Term of a Service subscription, pay to DSI the Subscription Fee for such Service subscription. Thereafter, DSI shall invoice Subscriber for each applicable Subscription Fee at least sixty (60) days prior to the commencement of the applicable Renewal Term. Unless Subscriber provides written notice of non-renewal in accordance with Section 6.1, Subscriber agrees to pay all Subscription Fees no later than thirty (30) days after the receipt of DSI's applicable invoice therefor. Subscriber is responsible for providing complete and accurate billing and contact information to DSI and notifying DSI of any changes to such information. Except as otherwise specified herein, Subscriber's payment obligations are non-cancelable and Subscription Fees paid are non-refundable.

5.2 Automatic Payments. Subscriber shall, upon the written request from DSI, establish and maintain valid and updated credit card information or a valid ACH auto debit account (in each case, the "Automatic Payment Method"). Upon establishment of such Automatic Payment Method, DSI is hereby authorized to charge any applicable Subscription Fee using such Automatic Payment Method.

5.3 Reimbursable Expenses. DSI's Professional Service fees do not include travel, lodging or other expenses incurred by DSI unless specified on the Statement of Work. Subscriber shall reimburse DSI for all travel, lodging, communications, incidentals and other out-of-pocket expenses as they relate to the performance of Professional Services rendered by DSI to Subscriber.

5.4 Renewal Charges. DSI maintains the right to increase Subscription Fees and other applicable fees and charges in connection with each Renewal Term.

5.5 Taxes. DSI's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Subscriber is responsible for paying all Taxes associated with its purchases hereunder. If DSI has the legal obligation to pay or collect Taxes for which Subscriber is responsible under this Section 5.4, DSI shall invoice Subscriber and Subscriber shall pay that amount unless Subscriber provides DSI with a valid tax exemption certificate authorized by the appropriate taxing authority. Subscriber agrees to indemnify and hold DSI harmless from any encumbrance, fine, penalty or other expense which DSI may incur as a result of Subscriber's failure to pay any Taxes required hereunder. For clarity, DSI is solely responsible for taxes assessable against DSI based on its income, property and employees.

## **Section 6.0      Term and Termination**

6.1 Term. This Agreement commences on the date Subscriber establishes its Account and continues until all Services subscriptions hereunder have expired or have been terminated (the "Term"). The initial term of each Services subscription shall be for a period of one (1) year (the "Initial Term"). Thereafter, each Services subscription shall automatically renew for successive one year periods (each, a "Renewal Term") unless either party has provided written notice of its intent to not renew such Services subscription not less than thirty (30) days prior to the expiration



of the then-current Initial or Renewal Term applicable to such Services subscription.

6.2 Termination of Agreement for Breach. DSI may terminate this Agreement prior to the expiration of the Term if Subscriber commits a material breach of this Agreement and fails to cure such breach within thirty (30) days after written notice of such breach is given by DSI; provided that if the breach involves a failure of Subscriber to pay any of the fees required under this Agreement, the cure period shall be reduced to ten (10) days. Without limiting the foregoing, in the event of a breach that gives rise to the right by DSI to terminate this Agreement, DSI may elect, as an interim measure, to terminate one or more of Subscriber's Services subscriptions and/or suspend its performance hereunder (including, without limitation, Subscriber's right to access and use the Services and the Account) until the breach is cured. DSI's exercise of its right to elect any interim measure shall be without prejudice to DSI's right to terminate this Agreement upon written notice to Subscriber.

6.3 Termination of Services Subscription.

(a) Either party may terminate a Services subscription prior to the expiration of its applicable term if the other party breaches any term of this Agreement or such Services subscription and, if such breach is capable of cure, such breach is not cured by the breaching party within thirty (30) days after receipt of written notice of such breach from the non-breaching party; provided that if the breach involves a failure of Subscriber to pay any of the fees required under this Agreement, the cure period shall be reduced to ten (10) days.

(b) Subscriber may terminate any Services subscription (other than a Services subscription for the Dude Learn Application, which is not terminable for convenience) at any time for convenience by providing DSI forty-five (45) days' prior written notice to the following email address: [clientsuccess@dudesolutions.com](mailto:clientsuccess@dudesolutions.com). Upon termination by Subscriber pursuant to this Section 6.3(b), Subscriber may request in writing and be granted a refund in an amount equal to: (i) the Subscription Fee prepaid by Subscriber for the one-year term during which such termination is effective, *multiplied by* (ii) the number of full months remaining in the applicable one-year term (determined based upon the effective date of termination), (iii) *divided by* twelve; provided, however, that if DSI receives Subscriber's written notice of termination pursuant to this Section 6.3(b) within the first sixty (60) days after the commencement of the Initial Term, DSI shall refund to Subscriber the entire Subscription Fee for the Initial Term. For avoidance of doubt, no refund shall be granted with respect to fees for training, import or project management, and/or other professional services.

6.4 Stop Providing Service. DSI may, upon 180 days' prior written notice to Subscriber, terminate provision of a Service as a hosted offering. Upon such termination Subscriber may request in writing and be granted a refund in an amount equal to: (i) the Subscription Fee prepaid by Subscriber for such Service for the one-year term during which such termination is effective, *multiplied by* (ii) the number of full months remaining in the applicable one-year term (determined based upon the effective date of termination of such Service), (iii) *divided by* twelve.

6.5 Effect of Termination. Upon termination of this Agreement, (i) Subscriber's access and use of the Services shall automatically cease, and (ii) DSI shall have no obligation to maintain the Subscriber Data or to forward the Subscriber Data to Subscriber or any Third Party.

6.6 Survival. The following portions of this Agreement shall survive termination of this Agreement and continue in full force and effect: Sections 2.1(d), 2.2, 6.4, 7, 8 and 9. Termination of this Agreement, or any of the obligations hereunder, by either party shall be in addition to any other legal or equitable remedies available to such party, except to the extent that remedies are otherwise limited hereunder.

## **Section 7.0 Disclaimers and Indemnification**

7.1 Disclaimer of Warranties. DSI AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICES OR ANY CONTENT. DSI AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT: (I) THE USE OF THE SERVICES SHALL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA; (II) THE SERVICES SHALL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (III) ANY STORED DATA SHALL BE ACCURATE OR RELIABLE; (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES SHALL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (V) ERRORS OR DEFECTS SHALL BE CORRECTED; (VI) THE SERVICES OR THE SERVER(S) THAT MAKE THE SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICES AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN “AS-IS” BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY DSI AND ITS LICENSORS.

7.2 Indemnification.

(a) *Indemnity by DSI.* DSI shall defend, indemnify and hold harmless Subscriber from any loss, damage or expense (including reasonable attorneys’ fees) awarded by a court of competent jurisdiction, or paid in accordance with a settlement agreement signed by Subscriber, in connection with any Third Party claim (each, a “Claim”) alleging that Subscriber’s use of the Services as expressly permitted hereunder infringes upon any United States patent, copyright or trademark of such Third Party, or misappropriates the trade secret of such Third Party; provided that Subscriber (x) promptly gives DSI written notice of the Claim; (y) gives DSI sole control of the defense and settlement of the Claim; and (z) provides to DSI all reasonable assistance, at DSI’s expense. If DSI receives information about an infringement or misappropriation claim related to the Services, DSI may in its sole discretion and at no cost to Subscriber: (i) modify the applicable Service(s) so that it no longer infringes or misappropriates, (ii) obtain a license for Subscriber’s continued use of the applicable Service(s), or (iii) terminate the Subscriber’s Account subscriptions for the applicable Service(s) upon prior written notice and refund to Subscriber any prepaid Subscription Fees covering the remainder of the term of the terminated Account subscriptions. Notwithstanding the foregoing, DSI shall have no liability or obligation with respect to any Claim that is based upon or arises out of (A) use of the applicable Service(s) in combination with any software or hardware not expressly authorized by DSI, (B) any modifications or configurations made to the applicable Service(s) by Subscriber without the prior written consent of DSI, and/or (C) any action taken by Subscriber relating to use of the applicable Service(s) that is not permitted under the terms of this Agreement. This Section 7.2(a) states Subscriber’s exclusive remedy against DSI for any Claim of infringement or misappropriation of a Third Party’s Intellectual Property Rights related to or arising from Subscriber’s use of the Services.

(b) Subscriber shall defend, indemnify and hold harmless DSI from any loss, damage or expense (including reasonable attorneys’ fees) awarded by a court of competent jurisdiction, or paid in accordance with a settlement agreement signed by DSI, in connection with any Claim alleging that the Subscriber Data, or Subscriber’s use of the Services in breach of this Agreement, infringes upon any United States patent, copyright or trademark of such Third Party, or misappropriates the trade secret of such Third Party; provided that DSI (x) promptly gives Subscriber written notice of the Claim; (y) gives Subscriber sole control of the defense and settlement of the Claim; and (z) provides to Subscriber all reasonable assistance, at Subscriber’s expense. This Section 7.2(b) states DSI’s exclusive remedy against Subscriber for any Claim of infringement or misappropriation of a Third Party’s Intellectual Property Rights related to or arising from the Subscriber Data or Subscriber’s use of the Services.

7.3 Limitation of Liability. IN NO EVENT SHALL DSI, IN THE AGGREGATE, BE LIABLE FOR DAMAGES TO SUBSCRIBER IN EXCESS OF THE AMOUNT OF SUBSCRIPTION FEES PAID BY SUBSCRIBER TO DSI PURSUANT TO THIS

AGREEMENT DURING THE TWELVE MONTHS PRIOR TO THE LAST ACT OR OMISSION GIVING RISE TO THE LIABILITY. UNDER NO CIRCUMSTANCES SHALL DSI OR ANY THIRD-PARTY LICENSOR HAVE ANY LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR LOSS OF PROFITS, OR CONSEQUENTIAL, EXEMPLARY, INDIRECT, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, EVEN IF DSI OR THE APPLICABLE THIRD-PARTY LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING, AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

SUBSCRIBER AGREES THAT DSI'S CRISISMANAGER AND SAFETY CENTER APPLICATIONS (COLLECTIVELY, "SAFETY APPS") IS A DOCUMENTATION TOOL ONLY, AND THAT EACH OF THE SAFETY APPS IS NOT INTENDED TO PROVIDE EMERGENCY SERVICES OR PROTOCOLS, PROCEDURES OR ACTION PLANS IN THE EVENT OF A CRISIS OR EMERGENCY. SUBSCRIBER FURTHER AGREES THAT IT SHALL BE SOLELY RESPONSIBLE FOR: (1) CREATING AND MAINTAINING ITS EMERGENCY ACTION PLAN WITHIN EACH RESPECTIVE SAFETY APP, (2) ENSURING THAT SUBSCRIBER'S EMPLOYEES, CONTRACTORS AND OTHER PERSONNEL ARE PROVIDED ACCESS TO ITS EMERGENCY ACTION PLAN WITHIN THE SAFETY APPS, AND (3) CONTACTING (E.G., CALLING 911) EMERGENCY SERVICES IN THE EVENT OF AN ACTUAL CRISIS OR EMERGENCY. DSI SHALL HAVE NO RESPONSIBILITY OR LIABILITY AS A RESULT OF THIS AGREEMENT AND/OR SUBSCRIBER'S USE OF THE SAFETY APPS FOR DECISIONS MADE OR ACTIONS TAKEN OR NOT TAKEN IN THE EVENT OF A CRISIS OR EMERGENCY.

## **Section 8.0 Confidentiality**

8.1 Protection of Confidential Information. The Receiving Party agrees that it shall (i) hold the Disclosing Party's Confidential Information in strict confidence and shall use the same degree of care in protecting the confidentiality of the Disclosing Party's Confidential Information that it uses to protect its own Confidential Information, but in no event less than reasonable care, (ii) not use the Confidential Information of the Disclosing Party for any purpose not permitted by this Agreement; (iii) not copy any part of the Disclosing Party's Confidential Information except as expressly permitted by this Agreement, (iv) limit access to the Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

8.2 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party shall reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

8.3 Remedies. Recipient acknowledges that Disclosing Party would have no adequate remedy at law should Receiving Party breach its obligations relating to Confidential Information and agrees that Disclosing Party shall be entitled to enforce its rights by obtaining appropriate equitable relief, including without limitation a temporary restraining order and an injunction.

## **Section 9.0 Miscellaneous**

9.1 Authority. Subscriber represents and warrants that: (i) it has full right, title and authority to enter into

this Agreement; and (ii) this Agreement constitutes a legal, valid and binding obligation of Subscriber, enforceable against it in accordance with its terms.

9.2 Acceptance of Privacy Policy. All data and information provided by Subscriber through its use of the Services is subject to the Privacy Policy. By using the Services, Subscriber accepts and agrees to be bound and abide by the Privacy Policy.

9.3 Governing Law. This Agreement and any dispute arising out of or in connection with this Agreement shall be governed by and construed under the laws of the State of North Carolina, without regard to the principles of conflict of laws. Each of DSI and Subscriber hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

9.4 Relationship of the Parties. DSI is performing pursuant to this Agreement only as an independent contractor. DSI has the sole obligation to supervise, manage, contract, direct, procure, perform or cause to be performed its obligations set forth in this Agreement, except as otherwise agreed upon by the parties. Nothing set forth in this Agreement shall be construed to create the relationship of principal and agent between DSI and Subscriber. DSI shall not act or attempt to act or represent itself, directly or by implication, as an agent of Subscriber or its affiliates or in any manner assume or create, or attempt to assume or create, any obligation on behalf of, or in the name of, Subscriber or its affiliates.

9.5 Waiver. No failure or delay by either party in enforcing any of its rights under this Agreement shall be construed as a waiver of the right to subsequently enforce any of its rights, whether relating to the same or a subsequent matter.

9.6 Assignment. Subscriber shall have no right to transfer, assign or sublicense this Agreement or any of its rights, interests or obligations under this Agreement to any Third Party and any attempt to do so shall be null and void. DSI shall have the full ability to transfer, assign or sublicense this Agreement or any of its rights, interests or obligations under this Agreement.

9.7 Force Majeure. Subject to the limitations set forth below and except with respect to any payment obligations of Subscriber, neither party shall be held responsible for any delay or default, including any damages arising therefrom, due to any act of God, act of governmental entity or military authority, explosion, epidemic casualty, flood, riot or civil disturbance, war, sabotage, unavailability of or interruption or delay in telecommunications or Third Party services, failure of Third Party software, insurrections, any general slowdown or inoperability of the Internet (whether from a virus or other cause), or any other similar event that is beyond the reasonable control of such party (each, a "Force Majeure Event"). The occurrence of a Force Majeure Event shall not excuse the performance by a party unless that party promptly notifies the other party of the Force Majeure Event and promptly uses its best efforts to provide substitute performance or otherwise mitigate the force majeure condition.

9.8 Notices. Except as otherwise specified in this Agreement, all notices, instructions, requests, authorizations, consents, demands and other communications hereunder shall be in writing and shall be delivered by one of the following means, with notice deemed given as indicated in parentheses: (a) by personal delivery (when actually delivered); (b) by overnight courier (upon written verification of receipt); (c) by certified or registered mail, return receipt requested (upon verification of receipt); or (d) solely with respect to notices to Subscriber, via electronic mail to the e-mail address maintained on Subscriber's Account. All notices to DSI shall be addressed as follows: Dude Solutions, Inc., 11000 Regency Parkway, Suite 110, Cary, NC 27518 Attn: Legal Operations, *with a copy to:* Robinson, Bradshaw & Hinson, P.A., 101 N. Tryon St., Suite 1900, Charlotte, NC 28246, Attn: Richard Dunn.

9.9 Interpretation of Agreement. The Section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties, and shall not affect in any way the meaning or interpretation of this Agreement. Any reference to any federal, state, local or foreign statute or law shall be deemed to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.

9.10 No Third Party Beneficiaries. No person or entity not a party to this Agreement shall be deemed to be a third party beneficiary of this Agreement or any provision hereof.

9.11 Severability. The invalidity of any portion of this Agreement shall not invalidate any other portion of this Agreement and, except for such invalid portion, this Agreement shall remain in full force and effect.

9.12 Entire Agreement. This Agreement is the entire agreement between Subscriber and DSI regarding Subscriber's use of the Service and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. The parties agree that any term or condition stated in any purchase order or in any other order documentation is void.

9.13 Anti-Corruption. Subscriber has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of DSI's employees or agents in connection with this Agreement. If Subscriber learns of any violation of the above restriction, Subscriber shall immediately notify DSI.

9.14 Export Compliance. The Services, other technology DSI may make available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Subscriber shall not export or re-export the Services in any form without first obtaining the appropriate United States and foreign government approvals. Each party represents that it is not named on any U.S. government denied-party list. Subscriber shall not permit Account Users to access or use the Services in a U.S.-embargoed country or in violation of any U.S. export law or regulation.

9.15 Cooperative Use. With Subscriber's approval, the market research conducted by Subscriber during its selection process for the Services may be extended for use by other jurisdictions, municipalities, and government agencies of Subscriber's state. Any such usage by other entities must be in accordance with ordinance, charter, and/or procurement rules and regulations of the respective political entity.

9.16 Children Under the Age of 13. Websites and/or online applications and services that are collecting information from children under the age of 13 are required to comply with Federal Trade Commission (FTC) Children's Online Privacy Protection Act (COPPA). Subscriber shall not submit, and shall ensure that its Account Users shall not submit, any information from children under the age of 13. DSI does not knowingly collect personal information from children under 13. If Subscriber believes DSI might have any information from or about a child under 13, please contact DSI at: [notice@dudesolutions.com](mailto:notice@dudesolutions.com) or by mail at the following address: Dude Solutions, Inc., 11000 Regency Parkway, Suite 110, Cary, NC 27518 Attn: Operations. If DSI learns it has collected or received personal information for a child under 13 without verification of parental consent, DSI shall delete such information.

9.17 Modifications. DSI may revise the terms of this Agreement from time-to-time and shall post the most current version of this Agreement on its website. If a revision meaningfully reduces Subscriber's rights, DSI shall notify Subscriber.

## EXHIBIT H

### SUBSCRIPTION AGREEMENT

This Online Subscription Agreement (this “Agreement”) shall govern Customer’s (as defined below) access and use of the Service (as defined below) provided by Smartware Group, Inc. (“Provider”), an Affiliate (as defined below) of Dude Solutions, Inc. (including its successors and assigns, “DSI”). BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING ACCEPTANCE, BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT OR BY OTHERWISE ACCESSING AND USING THE SERVICE, YOU AGREE TO THE TERMS OF THIS AGREEMENT. AS A RESULT, PLEASE READ ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, IN WHICH CASE THE TERMS “YOU” OR “YOUR” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICE.

#### Section 1.0 Definitions

As used in this Agreement, the following terms shall have the meanings set forth below:

1.1 “Access Credentials” means any user name, identification number, password, license or security key, security token, PIN or other security code, method, technology or device used, alone or in combination, to verify an individual’s identity and authorization to access and use the Service.

1.2 “Account” means Customer’s specific account where Customer subscribes to access and use the Service.

1.3 “Account User” means each employee, consultant and contractor of Customer that has been granted Access Credentials.

1.4 “Affiliate” means, with respect to any legal entity, any other legal entity that (i) controls, (ii) is controlled by or (iii) is under common control of such legal entity. A legal entity shall be deemed to “control” another legal entity if it has the power to direct or cause the direction of the management or policies of such legal entity, whether through the ownership of voting securities, by contract, or otherwise.

1.5 “Annual Fee” means the annual fee invoiced to Customer by Provider (or its sales agent) prior to the Initial Term and each applicable Renewal Term, which is required to be paid in order for Customer to be permitted to access and use the Service and, if Customer purchases the Asset Essentials Connector Toolkit, the API.

1.6 “API Toolkit” or “API” means Provider’s proprietary application programming interface and any accompanying or related documentation, software libraries, software tools, published specifications, and other materials, as amended from time-to-time in Provider’s sole discretion.

1.7 “Asset Essentials Connector Toolkit” means Provider’s add-on module that (i) enables Provider’s customers to integrate (import/export) Customer Data with the Service in batch-mode or real-

time, and (ii) consists of the “*Connector Tool*”, which is a client-side executable program installed locally on Customer’s computer, and the API.

1.8 “Confidential Information” means any non-public information and/or materials disclosed in writing or orally by a party under this Agreement (the “Disclosing Party”) to the other party (the “Receiving Party”), which (i) is designated in writing as confidential at the time of disclosure, or (ii) with respect to non-public information disclosed orally, the Disclosing Party sends the Receiving Party a written notice to Receiving Party within 15 days after oral disclosure identifying the non-public information that was disclosed as its confidential information, including when, where, how and to whom such non-public information was disclosed. For avoidance of doubt, Provider’s Confidential Information shall include the source code, data structure, algorithms and logic of the Applications and Service. Notwithstanding the foregoing, Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a Third Party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

1.9 “Content” means all of the audio and visual information, documents, content, materials, products and/or software contained in, or made available through, the Service.

1.10 “Customer” means the legal entity identified on the Account.

1.11 “Customer Data” means all data, information and other content provided by or on behalf of Customer to the Service, including that which the Account Users input or upload to the Service.

1.12 “Documentation” means the user documentation relating to the Service, including but not limited to descriptions of the functional, operational and design characteristics of the Service.

1.13 “DSI Data” means all data, information and other content provided by or on behalf of DSI customers to any of the DSI Services.

1.14 “DSI Services” means DSI’s suite of facility management software-as-a-service applications, solution and services, as updated, enhanced or otherwise modified from time-to-time.

1.15 “Highly-Sensitive Personal Information” means an Account User’s (i) government-issued identification number (including social security number, driver’s license number or state-issued identified number), (ii) financial account number, credit card number, debit card number, credit report information, in each case with or without any required security code, access code, personal identification number or password that would permit access to such Account User’s financial account; and/or (iii) biometric data.

1.16 “HIPAA” means the Health Insurance Portability and Accountability Act of 1996 (Pub. L. 104-191) and all regulations promulgated thereunder (45 C.F.R. §§ 160-164), as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act and all regulations promulgated thereunder, as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), as amended from time to time.

1.17 “Implementation, Training and Support Program” or “ITSP” means Provider’s comprehensive implementation, training and support program provided to Provider’s customers with respect to the Service.



1.18 “Intellectual Property Rights” means all ideas, concepts, designs, drawings, packages, works of authorship, processes, methodologies, information, developments, materials, inventions, improvements, software, and all intellectual property rights worldwide arising under statutory or common law, including without limitation, all (i) patents and patent applications owned or licensable by a party hereto; (ii) rights associated with works of authorship, including copyrights, copyright applications, copyright registrations, mask work rights, mask work applications and mask work registrations; (iii) rights related to protection of trade secrets and Confidential Information; (iv) trademarks, trade names, service marks and logos; (v) any right analogous to those set forth in clauses (i) through (iv); and (vi) divisions, continuations, renewals, reissues and extensions of the foregoing (as and to the extent applicable) now existing, hereafter filed, issued or acquired.

1.19 “Service” means the “*Asset Essentials*” SaaS-based application or the “*Asset Essentials Enterprise*” SaaS-based application, as applicable, which Customer subscribes to pursuant to this Agreement, in each case as updated, enhanced or otherwise modified from time-to-time.

1.20 “Third Party” means a party other than Customer, Provider or DSI.

## **Section 2.0 Use of the Service and the API; Proprietary Rights**

### **2.1 Use of the Service and the API.**

(a) *Service Subscription.* Subject to the terms of this Agreement (including, without limitation, the responsibilities, limitations and restrictions set forth in this Section 2.1 and payment of the Annual Fees required hereunder), (i) Provider shall permit Customer’s Account Users to access and use the Service during the Term, including access and use of all of the Content contained in or made available through the Service, (ii) Customer shall be automatically enrolled in the ITSP, and (iii) Provider shall use commercially reasonable efforts to make available to Customer each of the components described in the ITSP. Customer agrees that it shall use the Service solely for internal business purposes, and access and use of the Service and the ITSP shall be limited to Account Users.

(b) *API License.* Subject to the terms of this Agreement (including, without limitation, the responsibilities, limitations and restrictions set forth in this Section 2.1 and payment of the Annual Fees required hereunder), provided that Customer is purchasing the right to use the Asset Essentials Connector Toolkit, Provider hereby grants to Customer a limited, non-exclusive, non-transferable, revocable license (without the right to sublicense) to use and make calls to the API solely for the purpose of (i) extracting and transferring Customer Data from the Service to other Third Party applications used by the Customer for internal business purposes, and/or (ii) Customer’s internal development efforts to develop applications to work in conjunction with the functionality and capabilities of the Service purchased by Customer (“Customer Applications”). Customer shall have no right to distribute, license (whether or not through multiple tiers) or otherwise transfer the API to any Third Party or incorporate the API in any software, product, or technology.

(c) *Account Setup.* To subscribe to the Service, Customer must establish its Account, which may only be accessed and used by its Account Users. To setup an Account User, Customer must provide Provider (and agree to maintain, promptly update and keep) true, accurate, current and complete information for such Account User. If Customer or any applicable Account User provides any information that is untrue, inaccurate, not current or incomplete, Provider has the right to immediately suspend or terminate Customer’s Account and usage of the Service and the API and refuse any and all future



use. Each Account User must establish and maintain personal, non-transferable Access Credentials, which shall not be shared with, or used by, any other Third Party. Customer may not transfer an Account User's Access Credentials and/or its right to access and use the Service to a different user. Customer shall be solely responsible for any and all activities that occur under its Account, including all acts and omissions of its Account Users. Customer shall notify Provider immediately of any unauthorized use of its Account and/or any other breach of security of the Service that it suspects or becomes aware of.

(d) *Customer Responsibilities.* Customer shall: (i) take appropriate action to ensure that non-Account Users do not access or use the Service or the API; (ii) ensure that all Account Users comply with all of the terms and conditions of this Agreement, including the limitations and restrictions set out in Section 2.1(e); (iii) be solely responsible for the accuracy, integrity, legality, reliability and appropriateness of all Customer Data created by Account Users using the Service; (iv) access and use the Service solely in compliance with the Documentation and all applicable local, state, federal, and foreign laws, rules, directives and regulations (including those relating to export, homeland security, anti-terrorism, data protection and privacy); (v) allow e-mail notifications generated by the Service on behalf of Customer's Account Users to be delivered to Customer's Account Users; and (vi) promptly update and upgrade its system as requested or required in order to ensure continued performance and compatibility with upgrades to the Service and/or API Modifications (as defined in Section 2.1(g)). Customer shall be responsible for any breach of this Agreement by Account Users and any access or Use of the Service by persons other than Account Users.

(e) *Limitations and Restrictions.* Customer agrees that it shall not, and shall not permit any Third Party to, directly or indirectly: (i) modify, alter, revise, decompile, disassemble, reverse engineer, create derivative works or attempt to derive the source code of the Service or the API; (ii) assign, transfer, lease, rent, sublicense, distribute or otherwise make available the Service or the API, in whole or in part, to any Third Party, including on a timesharing, software-as-a-service or other similar basis; (iii) share Access Credentials or otherwise allow access or use the Service or the API to provide any service bureau services or any services on a similar basis; (iv) use the Service or the API in a way not intended by Provider or for any unlawful purpose; (v) use the Service or the API to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of Third Party privacy rights; (vi) attempt to tamper with, alter, disable, hinder, by-pass, override, or circumvent any security, reliability, integrity, accounting or other mechanism, restriction or requirement of the Service or the API; (vii) remove, obscure or alter any copyright, trademark, patent or proprietary notice affixed or displayed by or in the Service; (viii) perform load tests, network scans, penetration tests, ethical hacks or any other security auditing procedures on the Service or the API; (ix) interfere with or disrupt the integrity or performance of the Service, the API or the data contained therein; (x) access or use the Service or the API in order to replicate applications, products or services offered by Provider or DSI and/or otherwise build a competitive product or service, copy any features, functions or graphics of the Service or the API or monitor the availability and/or functionality of the Service or the API for any benchmarking or competitive purposes; (xi) under any circumstances, through a Third Party application, a Customer Application or otherwise, repackage or resell the Service, the API or any data received via the API; (xii) store, manipulate, analyze, reformat, print, and display the Content for personal use; (xiii) upload or insert code, scripts, batch files or any other form of scripting or coding into the Service; and (xiv) store Highly-Sensitive Personal Information. Highly-Sensitive Personal Information should not be entered into the Service, as there are no data fields requesting this type of information.

(f) *Additional Service Guidelines.* Provider reserves the right to establish or modify general practices and limits concerning use of the Service, including without limitation, the maximum number of

days that Customer Data shall be retained by the Service and the maximum disk space that shall be allotted on Provider servers on Customer's behalf. Provider shall provide at least sixty (60) days' prior notice of any such modification. Provider also reserves the right to block IP addresses originating a Denial of Service (DoS) attack or IP addresses causing excessive amounts of data to be sent to Provider servers. Provider shall notify Customer should this condition exist and inform Customer of its action. Once blocked, an IP address shall not be able to access the Service or the API and the block may be removed once Provider is satisfied corrective action has taken place to resolve the issue.

(g) *API Modifications.* Provider may modify, amend, change, or deprecate all or part of the API in its sole discretion at any time (an "API Modification"). Provider shall use reasonable efforts to provide notice to Customer of any such API Modifications as soon as reasonably practical. Customer acknowledges that an API Modification may have a material adverse effect on any applications utilizing or relying upon the API (including Customer Applications), including but not limited to causing such applications not to operate as designed. Provider shall have no liability of any kind to Customer or any user of such applications with respect to such API Modifications or any adverse effects resulting from such API Modifications.

(h) *Controlled API Usage.* Provider may limit or suspend Customer's usage of or access to the API if, in Provider's sole discretion, Customer or Customer's use of the API are adversely affecting the performance or operation of the API or the Service. Provider shall use reasonable efforts to provide notice to Customer of any such actions as soon as reasonably practical.

(i) *Third Party Software.* The Service may incorporate and/or embed software and other technology owned and controlled by Third Parties. Any such Third Party software or technology that is incorporated and/or embedded into any Service shall be provided to Customer on the license terms set forth in this Agreement, unless additional or separate license terms apply as indicated by Provider. To the extent that the Service links to any Third Party website, application or service, the terms and conditions thereof shall govern Customer's rights with respect to such website, application or service, unless otherwise expressly provided by Provider. Provider shall have no obligations or liability arising from Customer's access and use of such linked Third Party websites, applications and services.

## 2.2 Proprietary Rights.

(a) Customer acknowledges and agrees that (as between Customer and Provider) Provider retains all ownership right, title, and interest in and to the Service, the API, the Documentation and the Content, including without limitation all corrections, enhancements, improvements to, or derivative works thereof (collectively, "Derivative Works"), and in all Intellectual Property Rights therein or thereto. To the extent any Derivative Work is developed by Provider based upon ideas or suggestions submitted by Customer to Provider, Customer hereby irrevocably assigns all rights to modify or enhance the Service and/or the API using such ideas or suggestions or joint contributions to Provider, together with all Intellectual Property Rights related to such Derivative Works. Nothing contained in this Agreement shall be construed to convey to Customer (or to any party claiming through Customer) any Intellectual Property Rights in or to the Service, the API, the Documentation and the Content, other than the rights expressly set forth in this Agreement.

(b) Provider acknowledges and agrees that (as between Customer and Provider) Customer retains all ownership right, title, and interest in and to the Customer Data, including all Intellectual Property Rights therein or thereto. Notwithstanding the foregoing, Customer hereby grants Provider and

its Affiliates a non-exclusive, royalty-free license to: (i) access, display, copy, distribute, transmit, publish, disclose and otherwise use all or any portion of the Customer Data to improve the Service, the API and the performance of Provider, including without limitation, submitting and sublicensing the Customer Data to Third Parties for analytical purposes, provided that (x) such Third Parties have entered into a written agreement with Provider to maintain the confidentiality of the Customer Data and (y) Provider shall not specifically identify the Customer Data as originating from Customer when providing the Customer Data to such Third Parties; (ii) integrate and incorporate the Customer Data with and into the DSI Data (collectively, the “Combined Data”); (iii) access, copy, view, analyze, process and use the Combined Data for the purpose of hosting, operating and providing the DSI Services; and (iv) use, copy and publish, and disclose, transmit and re-distribute all or any portion of the Combined Data to DSI customers in connection with their access and use of the DSI Services.

### **Section 3.0    Provider Responsibilities**

3.1    Implementation, Training and Support Program. During the Term Provider (or its agent, representative or designee) shall provide and maintain the ITSP. The ITSP shall be performed in accordance with the terms set forth at: [www.dudesolutions.com](http://www.dudesolutions.com), as amended from time-to-time.

3.2    Professional Services. Provider shall provide and perform professional, technical, consulting and/or other services (collectively, “Professional Services”) that are mutually agreed upon and described in one or more statements of work that expressly reference this Agreement. Each statement of work shall be effective, incorporated into and form a part of this Agreement when duly executed by an authorized representative of each of the parties. Each statement of work shall (i) describe the fees and payment terms with respect the Professional Services being provided pursuant to such statement of work, (ii) identify any work product that will be developed pursuant to such statement of work, and (iii) set forth each party’s respective ownership and proprietary rights with respect to any work product developed pursuant to such statement of work. Provider represents and warrants that all such Professional Services shall be performed in a professional and workmanlike manner.

3.3    Customer Data. Provider shall not edit or disclose any information regarding Customer’s Account, including any Customer Data, without Customer’s prior permission, except in accordance with this Agreement. Notwithstanding the foregoing, Provider is hereby permitted to provide certain statistical information (e.g., usage, average costs or time values, or user traffic patterns) in aggregated and de-identified form to Third Parties or to other subscribers.

#### **3.4    Service Levels.**

(a)    Provider shall use commercially reasonable efforts to make the Service available (i) 99.9% of the time during the hours of 6:00 a.m. (Eastern time) to 10:00 p.m. (Eastern time), Monday through Friday, excluding holidays (“Business Hours”), and (ii) 99.5% of the time, determined on a twenty-four (24) hours a day, seven (7) days a week basis. Availability shall be calculated on a monthly basis. For purposes of calculating availability, the Service shall not be deemed unavailable during any period arising from: (i) routine system maintenance that is performed weekly during non-Business Hours; (ii) scheduled downtime for extended system maintenance (of which Provider shall give at least 8 hours’ prior notice and which Provider shall schedule to the extent reasonably practicable outside of Business Hours); and (iii) any unavailability caused by circumstances beyond Provider’s reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or

other labor problem (other than one involving Our employees), Internet service provider failure or delay, non-Provider software or hardware, or denial of service attack.

(b) Provider shall use reasonable efforts to ensure the availability of the API in accordance with the service levels described in Section 3.4(a). Notwithstanding the foregoing, Provider does not guarantee any required uptime, performance, or integrity of any product, application or service that integrates with and/or otherwise utilizes the API (including, without limitation, any such product, application or service developed by Customer). Moreover, Provider shall not be liable to Customer or any Third Party for the unavailability of the API or the failure of the API to perform in accordance with its specifications. Customer shall not represent to any Third Party any availability or performance levels with respect to the API.

3.5 Protection of Customer Data. Provider shall maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data. In addition, if Customer is a "Covered Entity" under HIPAA, Provider shall be Customer's "Business Associate" under HIPAA, and any Customer Data provided by Customer to Provider in their capacities as a Covered Entity and Business Associate, respectively, Provider and Customer shall enter into a Business Associate Agreement (the form of which shall be reasonably satisfactory to Provider).

## **Section 4.0 Third Party Interactions**

4.1 Relationship to Third Parties. In connection with Customer's use of the Service, Customer may: (i) enter into correspondence with and/or participate in promotions of advertisers or sponsors showing their goods and/or services through the Service; (ii) purchase goods and/or services, including implementation, customization, content, forms, schedules, integration and other services; (iii) exchange data, integrate, or interact between Customer's Account, the Service, the API and a Third Party provider; (iv) be offered additional functionality within the user interface of the Service through use of the API; and/or (v) be provided content, knowledge, subject matter expertise in the creation of forms, content and schedules. Any such activity, and any terms, conditions, warranties or representations associated with such activity, shall be solely between Customer and the applicable Third Party. Provider shall have no liability, obligation or responsibility for any such correspondence, purchase, promotion, data exchange, integration or interaction between Customer and any such Third Party.

4.2 Ownership. Customer is the owner of all Third Party content and data loaded into the Customer Account. As the owner, it is Customer's responsibility to make sure it meets its particular needs. Provider shall not comment, edit or advise Customer with respect to such Third Party content and data in any manner.

4.3 No Warranty or Endorsement. Provider does not warrant any Third Party providers or any of their products or services, whether or not such products or services are designated by Provider as "certified," "validated," "premier" and/or any other designation. Provider does not endorse any sites on the Internet which are linked through the Service. Provider is providing these links to Customer only as a matter of convenience, and in no event shall Provider be responsible for any content, products, or other materials on or available from such sites.

4.4 Additional Terms. The Disclaimer of Warranties (Section 8.1) and Limitation of Liability (Section 8.3) set forth herein shall apply to all Third Party interactions.

## **Section 5.0     Provider's Sales Agent**

5.1     Sales Agent. Notwithstanding anything to the contrary in this Agreement, Customer acknowledges and agrees that DSI has acted on Provider's behalf under this Agreement in DSI's limited capacity as Provider's sales agent. Customer acknowledges and agrees that (i) Customer will process payment for all Annual Fees or expenses owing to Provider under this Agreement through DSI, as Provider's collection agent, and not through Provider directly, (ii) except as provided in clause (iii), Customer will direct all ITSP inquiries to DSI and not to Provider directly, and (iii) DSI did not design, develop or create the Service or the API and DSI has not itself provided any warranties with respect to the Service and/or the API, and therefore Customer will direct any warranty claims with respect to the Service directly to Provider and not to DSI.

5.2     Third-Party Beneficiary. Customer acknowledges and agrees that DSI is third-party beneficiary to this Agreement and this Agreement shall not be amended in any manner that affects DSI's rights hereunder without DSI's prior written consent.

## **Section 6.0     Annual Fees**

6.1     Annual Fees. Customer shall, on or before the commencement of the Initial Term of a Service subscription, pay to DSI (as Provider's collection agent) the Annual Fee for such Service subscription. Thereafter, DSI (as Provider's collection agent) shall invoice Customer for each applicable Annual Fee at least sixty (60) days prior to the commencement of the applicable Renewal Term. Unless Customer provides written notice of non-renewal in accordance with Section 7.1, Customer agrees to pay all Annual Fees no later than thirty (30) days after the receipt of DSI's applicable invoice therefor. Customer is responsible for providing complete and accurate billing and contact information to DSI and Provider and notifying DSI and Provider of any changes to such information.

6.2     Automatic Payments. Customer shall, upon the written request from Provider or DSI, establish and maintain valid and updated credit card information or a valid ACH auto debit account (in each case, the "Automatic Payment Method"). Upon establishment of such Automatic Payment Method, DSI (as Provider's collection agent) is hereby authorized to charge any applicable Annual Fee using such Automatic Payment Method.

6.3     Renewal Charges. Provider maintains the right to increase Annual Fees and other applicable fees and charges in connection with each Renewal Term.

6.4     Taxes. Provider's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If Provider has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section 6.4, DSI (as Provider's collection agent) shall invoice Customer and Customer shall pay that amount unless Customer provides DSI with a valid tax exemption certificate authorized by the appropriate taxing authority. Customer agrees to indemnify and hold Provider harmless from any encumbrance, fine, penalty or other expense which Provider may incur as a result of Customer's failure to pay any Taxes required hereunder. For clarity, Provider is solely responsible for taxes assessable against Provider based on its income, property and employees.

## **Section 7.0     Term and Termination**

7.1 Term. This Agreement commences on the date Customer establishes its Account and continues until the Service subscription hereunder has expired or have been terminated (the “Term”). The initial term of the Service subscription shall be for a period of one (1) year (the “Initial Term”). Thereafter, the Service subscription shall automatically renew for successive one year periods (each, a “Renewal Term”) unless either party has provided written notice of its intent to not renew the Service subscription not less than thirty (30) days prior to the expiration of the then-current Initial or Renewal Term applicable to the Service subscription.

7.2 Termination of Agreement for Breach. Either party may terminate this Agreement (including its Service subscription and Account) prior to the expiration of the Term if the other party commits a material breach of this Agreement and fails to cure such breach within thirty (30) days after written notice of such breach is given by the non-breaching party; provided that if the breach involves a failure of Customer to pay any of the fees required under this Agreement, the cure period shall be reduced to ten (10) days. Without limiting the foregoing, in the event of a breach that gives rise to the right by Provider to terminate this Agreement, Provider may elect, as an interim measure, to suspend Customer’s access and use of the Service, the API (if applicable) and the Account until the breach is cured. Provider’s exercise of its suspension right shall be without prejudice to Provider’s right to terminate this Agreement upon written notice to Customer.

7.3 Termination for Convenience. Customer may terminate this Agreement (including its Service subscription and Account) at any time for convenience by providing DSI (as Provider’s sales agent) forty-five (45) days’ prior written notice to the following email address: [notice@dudesolutions.com](mailto:notice@dudesolutions.com). Upon termination by Customer pursuant to this Section 7.3, Customer may request in writing and be granted a refund in accordance with the following: (i) if Provider receives Customer’s written notice of termination within the first sixty (60) days after the commencement of the Initial Term, Provider shall refund to Customer eighty percent (80%) of the Annual Fee prepaid for the Initial Term (the “Initial Year Subscription Fee”); (ii) if Provider receives Customer’s written notice of termination during the Initial Term but after the first sixty (60) days thereof, Provider shall refund to Customer a pro rata portion of the Initial Year Subscription determined based upon the number of full months remaining in the Initial Term (based upon the effective date of termination); (iii) if Provider receives Customer’s written notice of termination during a Renewal Term, Provider shall refund to Customer a pro rata portion of the Annual Fee prepaid for such Renewal Term determined based upon the number of full months remaining in such Renewal Term (based upon the effective date of termination). For avoidance of doubt, no refund shall be granted with respect to fees for Professional Services.

7.4 Effect of Termination. Upon termination of this Agreement, (i) Customer’s access and use of the Service shall automatically cease, and (ii) Provider shall have no obligation to maintain the Customer Data or to forward the Customer Data to Customer or any Third Party.

7.5 Survival. The following portions of this Agreement shall survive termination of this Agreement and continue in full force and effect: Sections 2.1(e), 2.2, 7.4, 8, 9 and 10. Termination of this Agreement, or any of the obligations hereunder, by either party shall be in addition to any other legal or equitable remedies available to such party, except to the extent that remedies are otherwise limited hereunder.

## **Section 8.0 Disclaimers and Indemnification**

8.1 Disclaimer of Warranties. TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE, THE API, ALL SERVER AND NETWORK COMPONENTS, WEB SERVICES, SOFTWARE AND THE DOCUMENTATION, ARE PROVIDED ON AN “AS-IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND. PROVIDER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CUSTOMER ACKNOWLEDGES THAT PROVIDER DOES NOT WARRANT THAT THE SERVICE OR THE API WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE, OR FREE FROM VIRUSES OR OTHER MALICIOUS SOFTWARE, OR THAT ANY DEFECT IN THE SERVICE OR THE API WILL BE CORRECTED. IN ADDITION, PROVIDER MAKES NO WARRANTIES THAT THE API SHALL NOT CAUSE DISRUPTIONS, ERRORS, LOSS OF DATA, LOSS OF USE, OR OTHER PROBLEMS WITH ANY THIRD PARTY APPLICATION, CUSTOMER APPLICATION AND/OR ANY COMPUTER ON WHICH ANY SUCH APPLICATION IS INSTALLED OR USED. PROVIDER IS NOT RESPONSIBLE FOR ANY DAMAGES OR HARM ARISING FROM CUSTOMER’S USE OF THE API AND/OR ANY CUSTOMER APPLICATION. NO INFORMATION OR ADVICE OBTAINED BY CUSTOMER OR OTHER THIRD PARTIES FROM PROVIDER OR THROUGH THE SERVICE OR THE API SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

8.2 Indemnification.

(a) *Indemnity by Provider.* Provider shall defend, indemnify and hold harmless Customer from any loss, damage or expense (including reasonable attorneys’ fees) awarded by a court of competent jurisdiction, or paid in accordance with a settlement agreement signed by Customer, in connection with any Third Party claim (each, a “Claim”) alleging that Customer’s use of the Service as expressly permitted hereunder infringes upon any United States patent, copyright or trademark of such Third Party, or misappropriates the trade secret of such Third Party; provided that Customer (x) promptly gives Provider written notice of the Claim; (y) gives Provider sole control of the defense and settlement of the Claim; and (z) provides to Provider all reasonable assistance, at Provider’s expense. If Provider receives information about an infringement or misappropriation claim related to the Service, Provider may in its sole discretion and at no cost to Customer: (i) modify the Service so that it no longer infringes or misappropriates, (ii) obtain a license for Customer’s continued use of the Service, or (iii) terminate this Agreement (including Customer’s Service subscriptions and Account) upon prior written notice and refund to Customer any prepaid Annual Fee covering the remainder of the term of the terminated Service subscriptions. Notwithstanding the foregoing, Provider shall have no liability or obligation with respect to any Claim that is based upon or arises out of (A) use of the Service in combination with any software or hardware not expressly authorized by Provider, (B) any modifications or configurations made to the Service by Customer without the prior written consent of Provider, and/or (C) any action taken by Customer relating to use of the Service that is not permitted under the terms of this Agreement. This Section 8.2(a) states Customer’s exclusive remedy against Provider for any Claim of infringement of misappropriation of a Third Party’s Intellectual Property Rights related to or arising from Customer’s use of the Service.

(b) Customer shall defend, indemnify and hold harmless Provider from any loss, damage or expense (including reasonable attorneys’ fees) awarded by a court of competent jurisdiction, or paid in accordance with a settlement agreement signed by Provider, in connection with any Claim alleging that the Customer Data, or Customer’s use of the Service or the API in breach of this Agreement, infringes upon any United States patent, copyright or trademark of such Third Party, or misappropriates the trade secret of such Third Party; provided that Provider (x) promptly gives Customer written notice of the Claim; (y) gives Customer sole control of the defense and settlement of the Claim; and (z) provides to Customer all reasonable assistance, at Customer’s expense. This Section 8.2(b) states Provider’s exclusive remedy

against Customer for any Claim of infringement of misappropriation of a Third Party's Intellectual Property Rights related to or arising from the Customer Data or Customer's use of the Service.

8.3 Limitation of Liability. IN NO EVENT SHALL PROVIDER, IN THE AGGREGATE, BE LIABLE FOR DAMAGES TO CUSTOMER IN EXCESS OF THE AMOUNT OF ANNUAL FEES PAID BY CUSTOMER TO PROVIDER (INCLUDING PAYMENTS TO DSI, AS PROVIDER'S COLLECTION AGENT, FOR USE OF THE SERVICE) PURSUANT TO THIS AGREEMENT DURING THE TWELVE MONTHS PRIOR TO THE LAST ACT OR OMISSION GIVING RISE TO THE LIABILITY. UNDER NO CIRCUMSTANCES SHALL PROVIDER HAVE ANY LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR LOSS OF PROFITS, OR CONSEQUENTIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING, AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE. FOR AVOIDANCE OF DOUBT, CUSTOMER ACKNOWLEDGES AND AGREES THAT DSI IS NOT A PARTY TO THIS AGREEMENT AND, THEREFORE, IN NO EVENT SHALL DSI BE LIABLE FOR DAMAGES TO CUSTOMER HEREUNDER.

## **Section 9.0 Confidentiality**

9.1 Protection of Confidential Information. The Receiving Party agrees that it shall (i) hold the Disclosing Party's Confidential Information in strict confidence and shall use the same degree of care in protecting the confidentiality of the Disclosing Party's Confidential Information that it uses to protect its own Confidential Information, but in no event less than reasonable care, (ii) not use the Confidential Information of the Disclosing Party for any purpose not permitted by this Agreement; (iii) not copy any part of the Disclosing Party's Confidential Information except as expressly permitted by this Agreement, (iv) limit access to the Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

9.2 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party shall reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

9.3 Remedies. Recipient acknowledges that Disclosing Party would have no adequate remedy at law should Receiving Party breach its obligations relating to Confidential Information and agrees that Disclosing Party shall be entitled to enforce its rights by obtaining appropriate equitable relief, including without limitation a temporary restraining order and an injunction.

## **Section 10.0 Miscellaneous**

10.1 Authority. Customer represents and warrants that: (i) it has full right, title and authority to enter into this Agreement; and (ii) this Agreement constitutes a legal, valid and binding obligation of Customer, enforceable against it in accordance with its terms.



10.2 Acceptance of Privacy Policy. All data and information provided by Customer through its use of the Service is subject to Provider's privacy policy, as amended from time-to-time, which can be viewed by clicking the "Privacy" hypertext link located within the Service. By using the Service, Customer accepts and agrees to be bound and abide by such privacy policy.

10.3 Governing Law. This Agreement and any dispute arising out of or in connection with this Agreement shall be governed by and construed under the laws of the State of North Carolina, without regard to the principles of conflict of laws.

10.4 Relationship of the Parties. Provider is performing pursuant to this Agreement only as an independent contractor. Provider has the sole obligation to supervise, manage, contract, direct, procure, perform or cause to be performed its obligations set forth in this Agreement, except as otherwise agreed upon by the parties. Nothing set forth in this Agreement shall be construed to create the relationship of principal and agent between Provider and Customer. Provider shall not act or attempt to act or represent itself, directly or by implication, as an agent of Customer or its affiliates or in any manner assume or create, or attempt to assume or create, any obligation on behalf of, or in the name of, Customer or its affiliates.

10.5 Waiver. No failure or delay by either party in enforcing any of its rights under this Agreement shall be construed as a waiver of the right to subsequently enforce any of its rights, whether relating to the same or a subsequent matter.

10.6 Assignment. Customer shall have no right to transfer, assign or sublicense this Agreement or any of its rights, interests or obligations under this Agreement to any Third Party and any attempt to do so shall be null and void. Provider shall have the full ability to transfer, assign or sublicense this Agreement or any of its rights, interests or obligations under this Agreement.

10.7 Force Majeure. Subject to the limitations set forth below and except with respect to any payment obligations of Customer, neither party shall be held responsible for any delay or default, including any damages arising therefrom, due to any act of God, act of governmental entity or military authority, explosion, epidemic casualty, flood, riot or civil disturbance, war, sabotage, unavailability of or interruption or delay in telecommunications or Third Party services, failure of Third Party software, insurrections, any general slowdown or inoperability of the Internet (whether from a virus or other cause), or any other similar event that is beyond the reasonable control of such party (each, a "Force Majeure Event"). The occurrence of a Force Majeure Event shall not excuse the performance by a party unless that party promptly notifies the other party of the Force Majeure Event and promptly uses its best efforts to provide substitute performance or otherwise mitigate the force majeure condition.

10.8 Notices. Except as otherwise specified in Section 7.3 of this Agreement, all notices, instructions, requests, authorizations, consents, demands and other communications hereunder shall be in writing and shall be delivered by one of the following means, with notice deemed given as indicated in parentheses: (a) by personal delivery (when actually delivered); (b) by overnight courier (upon written verification of receipt); (c) by certified or registered mail, return receipt requested (upon verification of receipt); or (d) solely with respect to notices to Customer, via electronic mail to the e-mail address maintained on Customer's Account. All notices to Provider shall be addressed as follows: Smartware Group, Inc., P.O. Box 188, Center Harbor, NH 03226, Attention: Legal Department.

10.9 Interpretation of Agreement. The Section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties, and shall not affect in any way the meaning or interpretation of this Agreement. Any reference to any federal, state, local or foreign

statute or law shall be deemed to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.

10.10 Third Party Beneficiaries. Customer acknowledges and agrees that DSI is third-party beneficiary to this Agreement and this Agreement shall not be amended in any manner that affects DSI's rights hereunder without DSI's prior written consent. Except as expressly provided in the foregoing sentence, no person or entity not a party to this Agreement will be deemed to be a third-party beneficiary of this Agreement or any provision hereof.

10.11 Severability. The invalidity of any portion of this Agreement shall not invalidate any other portion of this Agreement and, except for such invalid portion, this Agreement shall remain in full force and effect.

10.12 Entire Agreement. This Agreement is the entire agreement between Customer and Provider regarding Customer's use of the Service and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. The parties agree that any term or condition stated in any purchase order or in any other order documentation is void.

10.13 Modifications. Provider may revise the terms of this Agreement from time-to-time and shall post the most current version of this Agreement on its website. If a revision meaningfully reduces Customer's rights, Provider shall notify Customer.



*[Remainder of page intentionally left blank; signature page to follow]*

IN WITNESS WHEREOF, the undersigned have executed this Agreement.

**Dude Solutions, Inc.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Signed



## Deviations

**Definition:** Deviations can be defined as a major variance, change, or substitution submitted by a Bidder, which deviates from, adds extraneous terms to, conflicts with or offers an alternative to any term, condition, specification or requirement of this solicitation.

**Instructions:**

1. If "no" is marked with an "X" below, complete this form by signing it at the bottom.
2. If "yes" is marked with an "X" below, insert answers into the form shown below, providing narrative explanations of deviations. *(To insert more rows, hit the tab key from the last field in the last row and column.)*
3. If adding pages, the bidder's name and identifying information as to which item the response refers must appear on each page.
4. Deviations to local, state or federal laws cannot be accepted under this bid.

X	<b>No</b> , this bidder does not have deviations (exceptions or alternates) to the specifications listed in Part B of this IFB.
	<b>Yes</b> , this bidder has the following deviations to the specifications listed in Part B of this IFB.

Outline Number Part B	Specification (describe)	Details of Deviation

## Part B – Technical Requirements and Documentation – Dude Solutions

AEPA IFB 020-D

Facility Management Software

### 8. Technical Requirements and Documentation

- 8.1. Indicate if the proposed Facility Management Software utilizes an Application Service Provider (ASP) and/or local server based platform for hosting, administering, and using your product.

Dude Solutions applications are delivered as Software-as-a-Service (SaaS), which means that all you need to access our solutions is a standard web browser. Our model substantially reduces the costs of ownership for AEPA member organizations. Compared to legacy systems, AEPA members can enjoy a 70%+ decrease in total cost of ownership.

Dude Solutions operates in a hosted environment with server operations and site data center that utilize state-of-the-art tools, infrastructure and processes to ensure that our systems are always running, safe, and secure. We have had less than two hours of downtime during the past 18 months within business hours, yielding an excess of a 99.99% uptime.

- 8.2. Provide minimum hardware requirements for the local server and computer workstations required to use your product. Include requirements for both ASP and/or local server scenarios.

Not applicable. See response to item 8.1 above.

- 8.3. Provide a listing of server software operating systems your product is compatible with; include minimum version needed to properly run your product.

Not applicable. See response to item 8.1 above.

- 8.4. Provide a listing of workstation software operating systems your product is compatible with, include minimum version needed to properly run your product.

MAC OS or Windows OS running a standard web browser and connection to the Internet.

- 8.5. Provide a listing of application software, including web browsers that are required to operate your program.

Dude Solutions applications are delivered as Software-as-a-Service (SaaS). All you need to access the system is a standard web browser. We also make use of standard browser plug-ins, such as Adobe Acrobat Reader and Microsoft Excel.

- 8.6. Provide an implementation schedule, including tasks, resources, durations and dependencies after award of a contract.

Dude Solutions provides a SaaS system which substantially reduces the costs of ownership for AEPA member organizations for owning a facility management system. There are different objectives that will be completed throughout Implementation. Some are for client team members while others are for Dude Solutions Project Coordinators, Implementation Specialists or Consultants. Below are descriptions for the Implementation objectives as shown in figure 1:

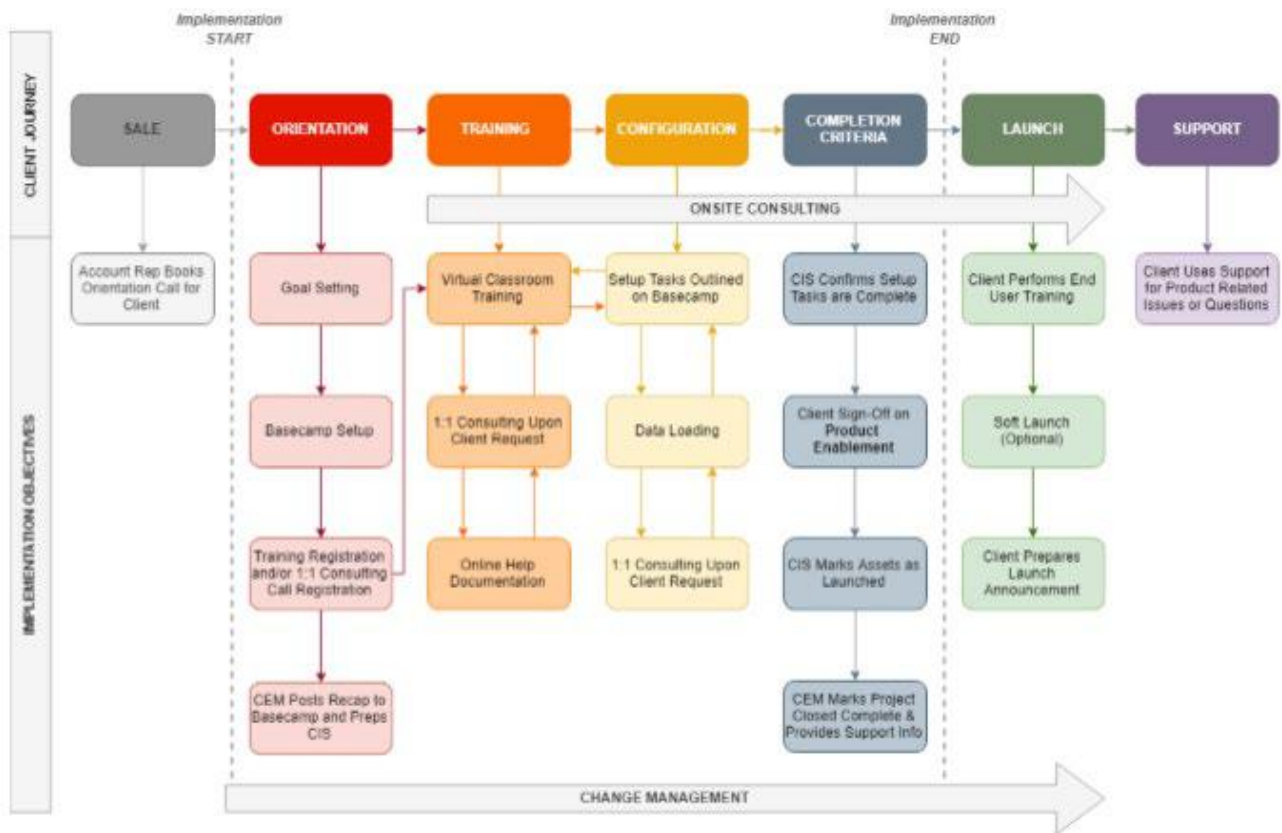


Figure 1 – CSC Implementation Workflow

- **Orientation** – This is the first interaction between your team and CSC and is the start of your Implementation. During this call, the Project Coordinator reviews project goals, requirements and evaluates business processes to create a plan for Implementation and to uncover project risks.
- **Training** – We use a Train-the-Trainer approach through Virtual Classroom Trainings and scheduled one-on-one consulting sessions to teach Administrators how to configure and maintain the software. Once Administrators or Project Leads are trained on the software, they are responsible for End-User Training (noted below).
- **Configuration** – Configuration refers to the tasks you will perform to add or configure system settings which are needed to use the software. Based on the tools available, some settings can be imported while others are manually configured.
- **Data Loading** – Once the software is configured, you can begin to use the software either by using the Import tool or by manual data entry.
- **Completion Criteria** – During the Orientation, the Project Coordinator will help you define goals for Implementation. Using that information as a guide, you will complete the product setup and associated to-do's listed on task list to confirm completion. Gaining your acceptance confirms product enablement and allows you to move forward with your plans for launch.
- **Change Management** – Change Management is an objective for the client that we recommend you plan for when launching new software. Change Management helps individuals transition from one process and/or tool to a new process and/or tool. Implementation does not include managing this process for your organization; however, we have resources that you can utilize to aid in those efforts.

- **User Training** – User training, or End User training, is performed by the client unless consulting or onsite services were purchased. It is important that you are comfortable with managing the platform and can provide training to users when launching new software. Dude Solutions also offers free, unlimited Virtual Classroom Training easily accessed from the Online Help Website. Some of our classes may be appropriate for your end users, but most are geared toward Administrative users.
- **Launch** – Launching the software is a client-led task that may come weeks after enablement, especially if you are looking to perform a soft-launch of the software before a full roll-out. Our goal is to provide clients best practices or strategies that can aid in this process.
- **Support** – Once you have completed product setup/enablement, this concludes Implementation. We will provide information on how to contact our Legendary Support Team for ongoing support.

- 8.7. The technology infrastructure enabling the solution must provide for industry-standard 99.99% uptime. Exceptions to this requirement include downtime during regularly scheduled and maintenance periods. Vendor should also define a communication plan to clarify the timing of maintenance downtime periods so end users and administration have ample time to prepare for the temporary unavailability of the vendor's system.

Dude Solutions performs hardware and software upgrades and major product enhancement releases during night hours, e.g. between 10:00 PM and 6:00 AM ET, or during weekend hours. Dude Solutions gives a three (3) day notice for such outages to the main account contact. Minor enhancements are released on an ongoing basis between 10:00 PM and 6:00 AM ET or during weekend hours. Dude Solutions does not send notices for minor enhancements releases because these typically do not cause a system outage. If an outage is expected to be created by a minor enhancement, however, then Dude Solutions follows our standard outage notification procedures.

- 8.8. Indicate additional hardware/software or network configuration requirements that are required to support this system and will contribute the total cost of ownership. Indicate limitations on number of site requesters that can be added to the system.

Dude Solutions applications are delivered as Software-as-a-Service (SaaS). All you need to access the system is a standard web browser. We also make use of standard browser plug-ins such as Adobe Acrobat Reader and Microsoft Excel. No additional hardware, software or network investment is required to access the system. There is no limit to the number of site requesters that may be added to the system.

## 9. Functionality

- 9.1. Provide a listing of modules for your product and what specifications from Section 5 are included in each.

### Asset Essentials

Asset Essentials is a cloud-based maintenance platform developed for education maintenance operations management, whether your maintenance needs are daily, monthly or annually. With our software, users can initiate, assign and track the progress of maintenance work orders; manage assets and equipment; develop advanced workflows with preventive maintenance (PM) scheduling; utilize Internet of Things (IoT) technology for predictive maintenance (PdM); create steps for audit and inspections; upload and categorize safety program documentation; manage work order parts; and assist with purchasing/requisition management. In addition, Asset Essentials has functionality for document management, reporting and mobile capabilities.

#### Workflow Management

- Work order request management
- Automatic request routing
- Location/asset-based work orders

- PM and PdM calendar scheduling
- Custom fields for organization-specific work order information
- Job planner/calendar view for technicians
- Work order prioritization

#### Work Tracking & Monitoring

- Ability to bulk update work orders
- Automated email notifications for work assignment based on asset, work type, location and more
- Automatic work order scheduling based on PdM
- Audit trail and log tracking
- High-level project tracking

#### Equipment/Asset Management

- Cost tracking and repair history for total cost of ownership (TCO) decision-making
- Calendar/meter reading tied to PM/PdM scheduling
- Supplier/vendor tracking at asset level

#### Mapping

- Base map of your institution's geographic area
- View and manage your work orders on a map view
- Create work orders and visually pin them to their appropriate location
- Switch between street and satellite views
- Filter work orders by priority, status, work category and more

#### GIS Asset Management

- Holistic view so you can effectively manage work and assets inside and outside the building
- Manage your work orders, GIS assets and maintenance activity in one place
- Leverage ESRI ArcGIS integration to manage and maintain GIS assets
- View your upcoming workload spatially to measure and plan routes
- Prioritize work using insights from your GIS data
- Connect work orders to your GIS assets
- Update work in real time on iOS and Android devices (see mobile app and version requirements)

#### Audits & Inspections

- Create steps for audit and inspection completion
- Access easy-to-use Audit & Inspections feature in mobile app
- Attach notes and photos to audit and inspection steps

#### Safety Programs

- Upload and categorize safety program documentation
- Assign team member to audit documentation to ensure it's current and compliant
- Attach documentation to work orders and preventive maintenance
- Collect e-signatures to prove acknowledgment when safety documentation has been viewed

#### Work Order Parts & PO Management

- Work order parts inventory, including physical count
- Just in time (JIT) inventory
- Purchasing/requisition management

#### Reporting & Analysis

- Predefined dashboard with KPIs, reports and charts
- Budget tracking based on historic data and projections
- Print/export to Excel, create PDF for reporting
- Data analyzer tool



### Mobile App

- Supported on iOS and Android devices (see version requirements)
- Download free from Apple App Store or Google Play
- Bar code and QR code capabilities for more efficient work order, asset and parts management

### Document Management

- Attach documents to assets and work orders
- Supported formats include PDF, Microsoft Word, Excel, plain text

### **Asset Essentials Inventory**

Asset Essentials Inventory is an inventory management solution that allows you to track your inventory & supplies through streamlined processes for part transactions, work order parts management, purchase ordering and cost analysis.

- Detailed Part information
- Barcoding
- Transactional Part History
- Inventory Location Management
- Work Order Parts Management (Reactive and Preventive)
- Purchase Order workflows
- Physical Counts
- Reporting
- Notifications: when a part reaches reorder point or minimum quantity

### **AE – Connector Toolkit**

The Connector Tool is an on-premises tool installed on your in-house device that assists in batch imports and exports of CSV files. A Client Services Center consultant will help guide you through the installation and startup process plus a sample file demonstration. All you need to take this training course is an Internet connection.

### **Asset Essentials – Safety**

#### Safety Programs

- Upload and categorize safety program documentation
- Assign team member to audit documentation to ensure it's current and compliant
- Attach documentation to work orders and preventive maintenance
- Collect e-signatures to prove acknowledgment when safety documentation has been viewed

### **MaintenanceEssentialsPro**

MaintenanceEssentials Pro™ is the leading cloud-based facilities management solution for education operations that simplifies the work order and preventive maintenance process, helping you streamline work order request generation, completion status tracking and reporting. MaintenanceEssentials Pro allows you to create, assign and manage recurring maintenance tasks more efficiently and be a better steward of your institution. In addition, MaintenanceEssentials Pro has functionality for mobile capabilities.

#### Corrective Maintenance

- Submit work order requests from anywhere
- Automatic request routing
- Work order ranking and prioritization by project, location and budget
- Include budget codes, projects, equipment, labor and purchases with work orders
- Attach files to work orders for quick reference

### Preventive Maintenance

- Recurring maintenance and PM tasks
- Cost reduction by 2 to 10 cents a square foot
- Reduce emergency work orders by 60%
- Interactive calendar for resource scheduling
- Equipment tracking

### Mobile Applications

- Easy access to work orders
- Accurately track time-on-task
- Attach files to work orders from your mobile device

### Operations Dashboard

- Business Intelligence (BI) reporting directly from Dude Platform
- Benchmark your progress
- Compare your performance to others in your region
- KPIs automatically generate into an executive PowerPoint format

### Inventory Direct

Inventory Direct is a cloud-based inventory management solution that tracks all inventory transactions. Streamline the process of requesting, ordering, and tracking supplies and tools and allocating supplies to upcoming work requests.

#### Productivity

- Manages inventory items by various category types
- Allows inventory to be issued to a location, project, person, or work order
- Enables users to batch approve and issue inventory items to a specific request
- Includes catalog for easy viewing and selecting inventory items to purchase
- Integrates with MaintenanceEssentialsPro to track inventory items required for preventive maintenance tasks

#### Communication

- Features online requests for inventory and supplies
- Automatically emails requesters their request receipts
- Sends email notifications on what was approved, denied, or on back order
- Complete transactions of issue, receipt, and other tasks with any handheld device

#### Budget

- Tracks all material transactions such as receipts, returns, and adjustments
- Assigns stock pools to see what is low and replenish as needed
- Adjusts cycle counts and tracks why changes occur in re-inventories

#### Reporting & Documentation

- Displays list of items that need to be reordered, including supplier and suggested reorder quantity
- Tracks detailed information such as unit of issue, contract status, and tag number
- Generates detailed reports and graphs

### Connect Authenticate

Connect Authenticate is an Active Directory Federation Services Single Sign-On (ADFS SSO) solution that allows users to securely access Dude Solutions applications by using the same secure credentials they use to connect to their organization's network. Users connect to their organization's network, and the network then authorizes them to use the Dude Solutions products with the use of Security Tokens. When a user

accesses a Dude Solutions product, they will be redirected to another site that you determine and will provide their designated network metadata to log in, eliminating the need for a Dude Solutions-specific password.

Key features:

- Network Connection
- Configuration Portal
- User Authentication Process
- User Management
- Authorization
- Documentation

### **Critical Alarm Automation**

Critical Alarm Automation is a building automation alarm solution that integrates with MaintenanceEssentialsPro. Automatically filter 'nuisance' alarms, generate work orders within MaintenanceEssentialsPro, and escalate critical alarms to appropriate personnel.

Productivity

- Provides intelligent filtering, reducing erroneous alarms
- Includes template to auto-fill work orders with information such as building, craft, trade, and specific equipment
- Automates work order generation in MaintenanceEssentialsPro, reducing data entry
- Colors critical alarm work orders green to help with searching and reviews
- Verifies response to alarm notifications

Communication

- Escalates critical alarms to next person in line, if not reviewed within specific timeframe
- Utilizes ASHRAE BACnet or Tridium NiagaraAX platform standards and/or standard email
- Integrates with MaintenanceEssentialsPro for efficient data exchange

Reporting & Documentation

- Tracks and documents all critical alarms within the system
- Generates customizable, detailed graphs and reports illustrating alarm history

### **Capital Forecast**

Capital Forecasting is a cloud-based budget projection solution developed to create an accurate list of future maintenance needs. Users can accurately allocate resources for future work orders up to 30 years in advance by inputting information on existing asset lifecycles, facility condition assessments (FCAs) and work order history. This data is used to generate reports for key stakeholders to prove the value of work and the need for funding.

Data sources include:

Import of a list of projects and tasks via Excel

- Project list creation using templates and building component models
- Work order development using historical work order data and asset conditions
- Asset lifecycle data
- Cloning existing work orders for future scheduling

Data Import (via Excel)

- Add existing FCA data or deferred backlog lists
- Attach existing building component data
- Bulk update of capital needs and building component data

Models and Templating

- Apply a simple template wizard based on core building information to auto-populate a list of systems contained in a building
- Incorporate innovative renew/replacement models to determine the cost and timeframe to replace building systems
- Use existing models for over 50 building types
- Create your own building type templates

#### Capital Plan Creation

- Develop plan up to 30 years in advance
- Configurable views, reports, searches and graphs

#### Master List Reporting

- Select summarized, detailed or master layouts
- Reporting includes data on:
  - Equipment
  - Building systems or components
  - Capital needs
- Save favorite searches with automatic, recurring results

### **Energy Manager**

Energy Manager™ is a cloud-based platform that creates unprecedented clarity into your utility bills and identifies areas of cost and consumption savings while improving your facility's conservation programs. With your organization's utility bills centralized, savings opportunities are easily visible by identifying possible billing errors and low performing buildings. In addition, Energy Manager moves beyond traditional utility bill accounting to enable true energy management, including measurement and verification of capital projects, near real-time utility data collection and engagement of building occupants, while seamlessly setting the stage for data-driven discussion on how energy is used in your portfolio and how to use it more efficiently.

- Track and monitor utility bills and compare usage data
- Quickly view high-level trends, cost and usage, view historic utility data and track ENERGY STAR rating with ENERGY STAR Sync via Dashboards
- Configurable views, reports, searches and graphs
- Report on use/cost, carbon emissions, budget data, avoided cost and weather
- Build custom reports based on utility bill information, use and cost rankings, and historical use/cost
- Using IMPVP standards, measure and verify use and cost savings while taking weather and relevant factors into account
- Create custom walkthroughs and steps to perform
- Create and manage Special Event Checklists and/or shutdown procedures
- Create O&M tickets to track energy maintenance issues
- Create Capital Projects to track and measure against actual usage

### **Energy Star Sync**

Create an ongoing sync of your data from Energy Manager's database to Energy Star to see how you stack up with similar facilities and for compliance purposes, if needed.

### **Public Billboards**

Ability to broadcast select reports and/or KPIs to external stakeholders and/or the community to show progress on ongoing energy efforts and show stewardship of valuable tax dollars. These are designed to be shared on public kiosks, large screens, computer monitors, tablets and more.

### **Utility Bill Population**

Dude Solutions team populates your bill data into your Energy Manager database, thus reducing the amount of staff time needed to type or upload bill data and free you up to focus on more strategic items.

### **Utility Bill Population & Management**

Dude Solutions team populates your bill data into your Energy Manager database, thus reducing the amount of staff time needed to type or upload bill data and free you up to focus on more strategic items. In addition to the populating your bill data, the Dude Solutions team will investigate any anomalies on the client's behalf to correct errors and prevent future mistakes made by utility providers.

### **Interval Data Recording & Management**

Ability to see near-real time data (15-minute intervals of the day prior, or whatever the utility can provide) on your organization's usage. Identify and act upon waste before it appears on next month's bill and affects your budget.

### **EventEssentials Pro**

EventEssentials Pro is a cloud-based collaborative event management solution that simplifies the facility scheduling and community use process, providing your educational institution with tools to process online payments and data to benchmark progress, plus the best practices coaching necessary to guide your team to success. It includes:

- Facility Scheduling
  - Recoup approximately \$18 per student by implementing a cost recovery program and improving coordination of support resources
  - Automate the scheduling process and eliminate scheduling conflicts, ultimately saving your staff's time and maximizing your building's efficiency
- Community Use
  - Improve customer service by automating communication and feedback with community members using an online portal for all event requests
  - Recover \$5 per student annually and 10 minutes per event by improving efficiency and communication with external groups
- Online Payments
  - Save valuable time and money through a new online payment system. Online payments improve collections by 10% and save \$2 per student per event.

### **TripDirect**

Dude Solutions Trip Planning is a cloud-based trip planning and management solution that streamlines the educational trip workflow process. The solution is accessible via connection to the internet (see Technical Requirements). Each user will be given access via Dude Solutions Single Sign-On (SSO) credentials. From the central dashboard, users can manage requests, track trip-related costs for budget support, automate notifications for departments and provide reporting assistance.

#### **Trip Management**

- End-user trip request submission with status updates
- Automated routing for trip requests to approval managers
- Print trip consent forms
- Manage driver and vehicle scheduling
- (Optional) score drivers by hours, overtime and tenure

### Budget Support

- Support budgeting data
- Track trip-related costs, including:
  - Driver wages
  - Mileage
  - Purchase

### Event Manager

Event Manager™ is a cloud-based platform that helps you schedule, organize and promote all of your organization's events from start to finish in one system. From the time a facility request comes in to when you're running reports on the event afterward, Event Manager is your easy-to-use, centralized system for every task. The solution simplifies the approval process for facility usage requests, streamlines staff workflows to drive efficiencies, eases the promotion of events and facilities to amplify community engagement, and organizes billing to maximize cost recovery, all while compiling data you can use to confidently report on your events and drive future decisions.

### Scheduling & Publishing

- Master calendar with private and public calendar sites
- Upload specific schedules, such as classes and/or athletic events, to reserve space and display
- Customizable color, fonts and logos to match your branding
- Event filtering by category, location and/or keywords
- Registration and ticketing for paid or free events
- Event promotion via email or social media with built-in designs
- SEO-friendly with Google Analytics integration available
- Social referral features for many of the largest social media channels

### Event Management

- Check availability based on locations or time
- Include setup and breakdown times
- Customize the workflow for internal event approval process
- Manage tasks in relation to specific events while pulling in the proper service providers
- Online payment using our preferred providers: Stripe, PayPal and more
- Pre-selected options for rooms/sites to be configured upon arrival of rented space
- Create, send and track invoices
- Establish fee packages based on organization type

### Community Use

- Request portal for community requests to utilize your institution's facilities
- Ability for community to search using keywords
- Custom branding to best highlight your facilities availability for public usage

### Incident

Incident is a powerful, online technology incident and help desk management tool that streamlines the entire technology workflow process, from incident request to resolution. Features include:

- Manages incidents for computers, audio visual and telecomm equipment
- Enables requesters to submit incidents and check status online
- Features enhanced routing with programmable logic for managing and automating incident approval and assignment
- Helps requesters identify problems at point of request through troubleshooting questionnaires
- Features work queues to group requests by problem type and automatically route and assigning incidents

- Enables easy import of existing inventory of IT assets
- Tracks detailed asset information including assignment, history, configuration, related incidents and default priority
- Includes online IT discussion board for peer problem solving and role-based public knowledge base for requester self-help
- Integrates with EventEssentialsPro (sold separately) to enable requesters to submit technology requests for event setup
- Integrates with MaintenanceEssentialsPro work order management system (sold separately) to provide "one stop shopping" for staff to submit either facility or IT work requests

### **Insight**

Dude Solutions Insight™ takes out the need for manual entry with agentless, automated discovery and inventory management. Our solution creates a seamless, simple way to keep track of all the assets on your network without the added bulk of individual agents on devices.

The Insight PAD initiates two major back-end processes: Discovery and inventory.

- Discovery – The process of identifying devices on a network by detecting all of its live IP addresses using ICMP/PING and Nmap Port Scans
- Inventory – The classification and cataloging of discovered devices and collecting details on the device itself, such as the serial number, installed software and hardware details for the asset

### **SmartGov**

SmartGov™ is a browser-based software-as-a-service (SaaS) solution that securely manages and streamlines processes at every stage of engagement. With automated, mobile-enabled technology, simplify access and processes for citizens and commerce surrounding new business startups, buildings and construction, community expansion, property valuation and more.

#### **Permitting & Planning**

- Centralize permit and project data
- Monitor contractor license information
- Automate workflow and approval process
- Define an unlimited number of permit and project types
- Collaborate internally between departments or externally with clients
- Calculate fees automatically, including late NSF penalties
- Attach notes, scanned images and electronic files to a permit or project
- Manage special zoning and conditional requirements
- Assign inspections based on geographical area, violation type or inspector workload
- Integrate with existing GIS systems

#### **Business Licensing**

- Manage licensing from new applications to renewals and expirations, including timelines, fees and inspections
- Issue business licenses
- Generate notice letters for applicants
- Enable online application submittal and fee payment
- Allow for expirations or blocking of permit and inspection requests
- Enable users to view business license history

#### **Electronic Plan Review**

- Paperless processing of all plan reviews and reporting
- Enable workflows, task routing, approvals and digital plan review functionality
- Concurrent review by multiple users in real-time



- Track changes and revisions throughout the lifecycle
- Add markups, comments and time-stamps to drawings
- Attach code references to comments and generate code reference/ comment documents
- Store frequently-used comments
- Compare multiple versions of drawings with overlay and side-by-side view

#### Enforcement

- Automate enforcement, from complaint submittal to resolution
- Centrally track and manage unlimited case types, code violation activity and deadlines
- Assign inspections based on geographical area, violation type or inspector workload
- Track investigations, hearings and legal actions
- Automatically calculate violation fines
- Attach notes, scanned images and electronic files to a case
- View case resolution and create a permanent case history
- Integrate with existing GIS system

#### Inspections

- Unify automated workflows, task lists, scheduling and note-taking
- Define inspection types
- Create checklists of actions for each inspection type
- Assign inspection types and checklists to every project, permit, case or license
- Schedule inspections based on geography, type or inspector
- Track every inspection as part of a permanent digital record
- Sort, query and access records easily, from anywhere at any time

#### Mobile

- Full suite of permitting tools in the field via any laptop, tablet or smartphone
- Document updates or code issues and communicate them with co-workers and clients in real time

#### Map Integration

- Enable visualization of any number of GIS layers alongside permits, projects, inspections and code enforcement cases with an ArcGIS integration
- Five Esri GIS layers included: parcel boundaries, sewer or water lines, school districts, floodplain boundaries and zoning districts. Additional GIS layers are optional.
- GIS layers can be displayed in conjunction with the standard base maps included as part of the core feature set
- Display inspection search results and enforcement actions as a point on a map
- Navigate existing cases and initiate new cases starting from a map

#### Public Portal

- Submit permit applications, including digital documents, digital plans, fee payments and inspection requests
- View the status of permits, inspections and violations
- Print reports and required forms
- Access fee information
- View daily and pending inspection schedules, as well as year-to-date metrics
- View and respond to digital plan markup and comments
- Review real-time plan check comments and inspection result

#### Online Payments

- Define fee types and rates



- Assess fees and invoice for payment
- Receive partial or full payments and issue partial or full refunds
- View transaction history
- Integrate with payment processors and Financial Management Systems
- Manage security and uptime to allow for payments 24/7

9.2. Indicate how often upgrades are made to the system, including the testing processes used before implementation of an upgrade.

All of our clients are on a single-code base and a multi-tenant architecture. Dude Solutions applications are delivered as Software-as-a-Service (SaaS) which offers a 70%+ decrease in the total cost of ownership compared to legacy systems. Dude Solutions' on-demand platform is built from the ground up for the Internet, meaning that our scalable infrastructure can serve large and small educational institutions. All you need to access the system is a standard web browser.

Dude Solutions applications are not released in versions. As such, every client always has the most current and up-to-date product we offer. You will never be "out of date" and you do not have to budget for increases due to version updates. Our "Evergreen" approach to our suite of services presents a long-term budgeting advantage to our clients as they will not have to plan for increased costs and training associated with new versions.

Dude Solutions enhances our products on an ongoing basis which is typically bi-weekly. Potential enhancements are reviewed, approved, and prioritized by Dude Solutions Product Management and Software Engineering teams. Released enhancements are announced just prior to release and again on a quarterly basis. Release notes are made available, which describe any enhancements or modification to the application. Each product has associated quality and testing engineers to ensure the quality of the application.

Our commitment to our thousands of clients is to always keep applications current and up-to-date. As our applications are hosted Software as a Service, enhancements are easily distributed to Dude Solutions users upon completion versus the traditional method of installing a CD and upgrading a database onsite on a client's server. Dude Solutions performs hardware and software upgrades and major product enhancement releases during night hours, e.g. between 10:00 PM and 6:00 AM ET, or during weekend hours. Minor enhancements are released on an ongoing basis between 10:00 PM and 6:00 AM ET or during weekend hours.

Dude Solutions will always notify you of any potential outages as a result of updates or enhancements. For major product enhancement releases, Dude Solutions gives a three (3) day notice for such outages to the main account contact. Dude Solutions does not send prior notice for minor enhancement and correction releases because these typically do not cause a system outage. If an outage is expected to be created by a minor enhancement, however, then Dude Solutions follows our standard outage notification procedures.

9.3. Describe the reporting capabilities available to the customer. Provide sample copies.

All Dude Solutions' applications have an abundance of prebuilt reports that may be saved locally as Adobe Reader (PDF) or Microsoft Excel (XLS) files, including ability to save searches. Reports contain a custom query capability to provide lists based upon filtering criteria and the ability to decide which fields are used in the results. There is also an Advanced Search functionality to search on a variety of fields for your search criteria. All Dude Solutions applications use a very intuitive interface with multi-selectable fields for searches. You also have the ability to save your searches. All reports and data can be exported to MS Excel and then customized by users. Transaction data can also be exported to XML.

Dude Solutions' products provide a great deal of reporting capabilities and have similar report styles. Please refer to our sample reports starting on page 67. It would also be impossible to provide samples of all reports for all products; in the interest of brevity, we have provided a sample report for Asset Essentials, which represents the typical layout that clients will see for all reports in our products.

- 9.4. Indicate how long 'history' records are maintained for use by the customer.

Dude Solutions clients have access to their entire history of records. This allows clients to run various types of reports and compare data between infinite ranges of dates.

- 9.5. Describe the system's security capabilities and the privacy protection available to customers.

Dude Solutions' Information Security policies and procedures reduce risks to information resources through implementation of controls designed to safeguard the security, availability and confidentiality of Customer data. Protecting all proprietary information relating to Dude Solutions and our Customers is vital to the Dude Solutions mission.

Dude Solutions protects the privacy of Customer data using a layered defense-in-depth approach to information security. Our production network architecture prevents unauthorized access, as do Dude Solutions administrative access controls. Dude Solutions has adopted security policies and implemented company-wide information security training to protect the privacy of Customer data. By policy, Dude Solutions employees are prohibited from disclosing information obtained from Customers to any other person or entity except in the performance of services for the Customer and only when the release of the information is authorized by the Customer.

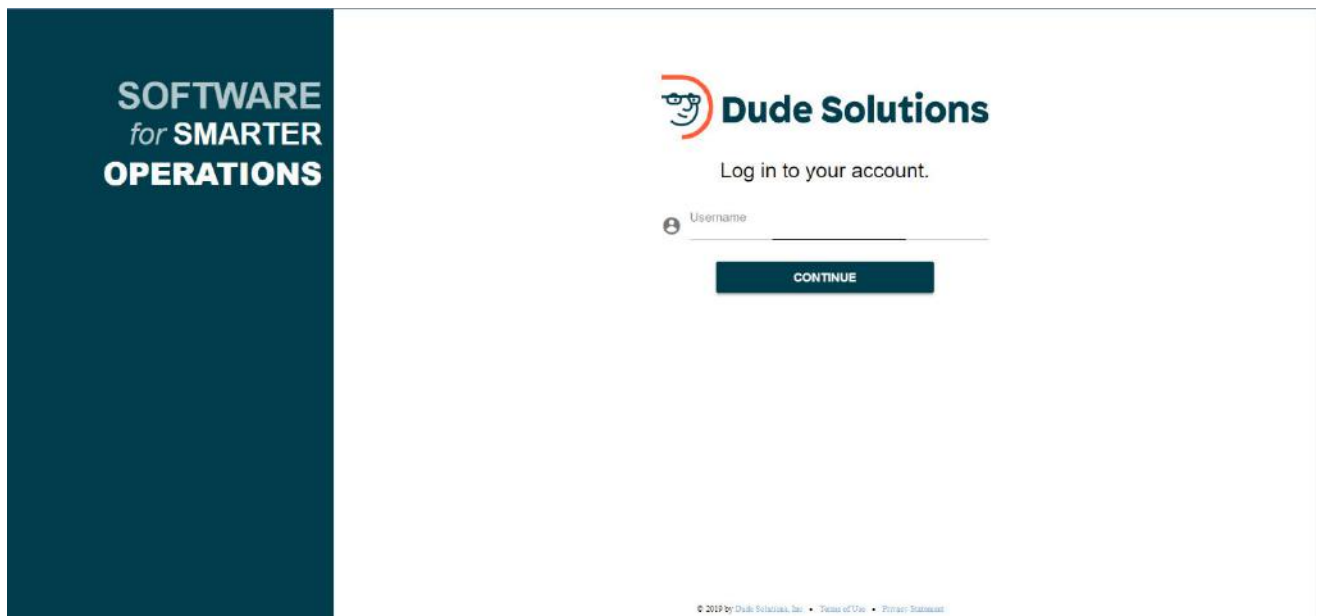
All data transmissions over public networks are made using secure, encrypted connections. Dude Solutions applications utilize password-protected logins and user entitlement access control lists. Dude Solutions production servers are housed in a secure data center with restricted physical access. Industry standards such as ISO 27002 and NIST are used as best practices guidelines for Dude Solutions' information security program.

#### **Information Security Policies**

Dude Solutions information must be consistently protected in a manner commensurate with its sensitivity classification. Dude Solutions has developed these policies, based on the ISO/IEC 27001 Information Security Management standards, to address administrative, technical and physical safeguards appropriate to insure the confidentiality, integrity and availability of nonpublic personal information and/or protected health information we may store.

- 9.6. Provide website information to include administrative access to the site. Include instructions and screen shots for navigating the various site tools.

All Dude Solutions accounts are protected with a username (email) and password. User accounts are accessed via a password. Passwords must be at least 8 characters in length, contain at least 1 numeric character and cannot match any of the 6 previous passwords. Upon landing on our site, users will be prompted to enter in their credentials. Users may also reset their password from these pages, as well.



Every Dude Solutions product provides an administrator role. This role has full access to the system and provides the ability to assign roles and security access to individual users in alignment with the organization's needs. Administrators will also have full access to maintain and operate their accounts. To navigate our solutions, users are provided main navigational tabs at the top and a series of shortcut links located beneath the tabs. Solutions provide a Quick Links combo box to allow users to navigate from one product to another without re-entering the user login information, allowing users to easily navigate the system.

Menu

Dashboard

Calendar

Map

Work Orders

Assets

Parts & Purchase Orders

Admin

Asset Essentials

USERS

Help

Profile

+ New

More ...

Print/Report

Columns

View

No View - Default

Search

Advanced Filters

Summary

<input type="checkbox"/>	Job Title	First Name	Last Name	Type	Role	Active	Department	Crew
<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="[All]"/>	<input type="text"/>	<input type="text" value="[All]"/>	<input type="text"/>	<input type="text"/>
<input type="checkbox"/>	Administrator	Admin	Admin	Administrator	Global Admin	Yes		
<input type="checkbox"/>	Supervisor Lead	SupLead	Facilities	Full User	Supervisor Lead	Yes	Facilities	Facilities
<input type="checkbox"/>	Supervisor Lead	SupLead	Parks & Rec	Full User	Supervisor Lead	Yes	Parks & Rec	Parks & Rec
<input type="checkbox"/>	Supervisor Lead	SupLead	Sewer	Full User	Supervisor Lead	Yes	Sewer	Sewer
<input type="checkbox"/>	Supervisor Lead	SupLead	Stormwater	Full User	Supervisor Lead	Yes	Stormwater	Stormwater
<input type="checkbox"/>	Supervisor Lead	SupLead	Streets	Full User	Supervisor Lead	Yes	Streets	Streets
<input type="checkbox"/>	Supervisor Lead	SupLead	Water Distribution	Full User	Supervisor Lead	Yes	Water Distribution	Water Distribution
<input type="checkbox"/>	Trainer	Rachel	Harrison	Administrator	Global Admin	Yes	Dude Solutions	
<input type="checkbox"/>	Admin	Admin	Facilities	Full User	Account Admin	Yes	Facilities	Facilities
<input type="checkbox"/>	Admin	Admin	Parks & Rec	Full User	Account Admin	Yes	Parks & Rec	Parks & Rec
<input type="checkbox"/>	Admin	Admin	Streets	Full User	Account Admin	Yes	Streets	Streets
<input type="checkbox"/>	Admin	Admin	Water Distribution	Full User	Account Admin	Yes	Water Distribution	Water Distribution
<input type="checkbox"/>	Tech	Tech	Facilities	Full User	Maintenance Technician	Yes	Facilities	Facilities
<input type="checkbox"/>	Tech	Tech	Parks & Rec	Full User	Maintenance Technician	Yes	Parks & Rec	Parks & Rec
<input type="checkbox"/>	Tech	Tech	Streets	Full User	Maintenance Technician	Yes	Streets	Streets

- 9.7. Vendor must provide guidance on, support for, and pricing (if additional) for data- migration services to enable customers to move from legacy ticketing systems to the vendor's solution.

Dude Solutions does provide import services. The best format for data import is in Excel spreadsheets or Access database tables. Our annual subscription rates **DO NOT** include import services. Prices and availability vary according to the product and amount of data. Please contact Dude Solutions for specific charges and fees for import services.

9.8. Describe your company's warranty policy for your product.

DSI's software is made available under the terms of its commercial SaaS agreements which disclaim all warranties. Instead, DSI's commercial SaaS agreements allow for termination for convenience and the ability to receive a prorated refund of subscription fees for the remaining months of unused services, as described in the Product Returns section of Part D – Questionnaire and in the applicable commercial SaaS subscription agreements included in the response.

9.9. Provide the estimated cost of major upgrades over the past three years.

Upgrades are included in the cost of the subscription. When new capabilities or modules are released as a new product offering, the new offerings will continue to be added to our catalog pricing.

9.10. Provide the estimated hours per year spent performing data administration and backups.

Asset Essentials is provided as a Software as a Service (SaaS) solutions. Dude Solutions is responsible for all database administration and backups. The client will not be required to spend any time on these activities.

9.11. Describe if this software will address FEMA reporting, procedures-protocol, and data collection for parts, equipment and support.

Dude Solutions products provide robust equipment and work tracking and reporting capabilities. These reports will provide data required for reporting back to FEMA in the event of an emergency.

9.12. Indicate if cloud computing is an option with the proposed system.

All Dude Solutions applications are delivered as Software-as-a-Service (SaaS), meaning that cloud computing is automatically included as a means of delivery, computation and storage. All you need to access the system is a standard web browser. We also make use of standard browser plug-ins such as Adobe Acrobat Reader and Microsoft Excel.

9.13. Software must support data collection and retention that is in line with FEMA reporting procedures/protocol in case of a FEMA disaster.

Dude Solutions products provide robust tracking and reporting capabilities. These reports will provide data required for reporting back to FEMA in the event of an emergency.

## 10. Training, Support and Additional Services Available

10.1. Describe any training services available to customers. This should include the 'standard' package for startup and training of clients including system installation and training for system administrators and all system users. Include samples.

Based on years of experience and thousands of implementation projects, we've learned best practices for streamlining the roll out and adoption of software to staff and end users. We've created a library of content, including help videos, PDF quick step guides, and FAQs, tailored to the roles your staff and end users will have. This content facilitates training and adoption of the new software by your team.

Product help documentation is provided under the HELP link in all Dude Solutions products. Any revisions made to product documentation and training materials is free. Clients can review all updates and enhancements via the Product Release Notes page on the help site.

Dude Solutions offers free, unlimited Virtual Classroom Training (VCTs) easily accessed from the Online Help Website, as well. VCTs refer to web conference sessions to review account setup, configuration, and training. VCTs provide a world class training experience that engages our clients via virtual, interactive sessions or workshops. These classes foster an environment of peer to peer collaboration, best practice discussions, and reinforce client knowledge with purposeful activities. Some of our classes may be appropriate for your end users, but most are geared toward Administrative users.

10.2. List any additional training services and costs available to customers.

Dude Solutions offers onsite training to its clients at additional costs. Clients are also responsible for any related travel costs. We'll send a highly-trained Dude Solutions consultant to your location and they'll help you with everything from configuration to training. Our Implementation Specialists and Consultants are some of the most experienced professionals in the industry.

In an effort to provide peer-networking and additional training to its clients, Dude Solutions also hosts Dude University. These national and regional events allow Dude Solutions clients to gather and attend product training classes, receive individualized attention, exchange user tested solutions, learn more about their products and share experiences with Dude Solutions clients from around the world. Clients are responsible for a registration fee and their travel costs.

In addition, Dude Solutions endorses regional user groups. These groups are organized and operated by Dude Solutions clients across North America. Dude Solutions provides personnel to attend these groups and answer questions. Participation in the user groups is completely voluntary.

10.3. List any available update and support contracts, including policy and frequency, for your program.

At Dude Solutions, we are committed to client success. Dude Solutions' Client Service Center is simply the best in the business with some of the most experienced professionals in the industry, and we have a measured client satisfaction rating that exceeds 97%. Our mission statement guides our policies: "The Client Service Center is committed to empowering our clients by being readily available with personalized solutions to enhance their business processes. With our passion for service and client success, we strive to make Dude Solutions the preferred choice of our clients' markets."

As a Dude Solutions client, you are backed by the industry's largest library of information and best practices, all at your fingertips. There are no additional charges or support contracts; support is included in your annual subscription. Lifetime support for all active product subscriptions includes:

- Toll-free telephone support by dialing (877) 655-3833, Monday to Friday 8:00 AM – 6 PM ET
- Friendly representatives who will answer the phone within 3 rings and direct you to a knowledgeable team member who can help
- Email support – we answer 98% of our support emails within 1 hour
- Instant help through our software with live chat during business hours

Dude Solutions measures client services by subscription renewals, client satisfaction surveys and the Net Promoter Score. To date, we have:

- 93% retention rate
- 97.5% customer satisfaction rating
- Net Promoter Score of 54 – ahead of all competitors and iconic companies such as Target, IBM and more

10.4. Describe your return policies for instances where a customer buys your program and determines that it does not meet their requirements. Include policies for monetary refund, timeframe, and any associated limitations.

DSI's commercial subscription agreements allow clients to cancel software subscriptions for convenience and request a prorated refund of any prepaid annual subscription fees for the remaining months of unused services. Additionally, most applications allow for a full refund of subscription fees if the subscription is terminated within the first 60 days of the initial subscription term. Eighty (80) percent of Asset Essentials subscription fees will be refunded if the subscription is terminated within the first 60 days of the initial subscription term. Refunds are not available for services actually rendered including, but not limited to, QuickStart, onsite consulting, and professional services.



- 10.5. Submit a preliminary plan on how you would help the AEPA rollout this program to the AEPA member organizations and their affiliated educational institutions.

Dude Solutions has a full Marketing team that is prepared to partner with AEPA to successfully market this relationship in a targeted, compelling and efficient manner. We are resourced to partner and leverage our full marketing mix (all capabilities, traditional/digital channels, relationships and programs listed above) to fully promote the relationship with AEPA member agencies. Our Brand Engagement team of content marketers, designers and writers develops, curates and regularly maintains a full library of marketing collateral that can be developed and/or customized for the needs of this important relationship. We would do this through an initial planning and strategy session with AEPA, developing an appropriate marketing 'calendar' to schedule quarterly campaigns and then execute and track successfully throughout each year.

- 10.6. Include information on any additional services you will provide through this contract if awarded.

Dude Solutions continues to offer additional services to provide increased value to our clients. Below are additional services that we provide to ensure our clients success.

#### **Facility Condition Assessment**

Dude Solutions' (DSI) facility condition assessment (FCA) is a visual assessment evaluating the facility systems based on a Standard Scope of Work (SOW). The FCA service will collect data on major facility assets, as well as provide narratives that summarize assessment observations and comments. An inventory of Equipment Items as well as a forecast model of upcoming System/Sub-System replacements will be imported into DSI's work & asset management and capital forecasting solutions respectively.

#### **Equipment Inventory Data Gathering**

To ensure that our clients can more effectively make repair vs. replace decisions, attach work orders to specific assets and make data-driven decisions, we provide onsite services to collect major equipment items for population into our Work & Asset Management solutions. Through the service, Equipment Inventory Data Gathering is performed through the conduction of staff interviews and physical onsite data gathering.

#### **PM Schedule Creation**

Preventive Maintenance (PM) Schedule creation is a service offering typically provided in conjunction with an "Equipment Inventory" (Data Gathering) service or Facility Condition Assessment (FCA). PM Schedules will be generated off the equipment inventory collected during either the Data Gathering or FCA service. The intent of this service is to identify needed procedures and inspections required to maintain facilities systems in safe, reliable and efficient condition.

#### **Equipment Inventory Barcoding**

Barcoding identifies equipment by assigning a unique number to that equipment item which will then serve as an identifier in your Dude Solutions Work & Asset Management system database allowing for easier identification and tracking of the item. The barcoding of equipment inventory occurs during the onsite equipment data gathering/collection process.

# Reporting in Asset Essentials

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# Asset Reporting

2

Asset Essentials provides four comprehensive reports to check on the status and analyze your Assets.

## How to Run a Report

- Click on the **Assets** menu icon, then select Assets.
- Select the **Print/Report** button and click the **Report** link.
- Choose the **Report Type** from the drop down.
- Click **OK** to run the report.

## Asset Cost Summary

The Asset Cost Summary Report provides a roll-up of any costs associated with your Assets.

Asset Cost Summary:													
Date Printed: 07/18/2017												Page 1 of 1	
Name	Asset #	# of WOs	WO \$	Avg \$	Part Cost	Labor Cost	Other Cost	Non-inv \$	Labor Hrs	Avg Hours	Down-time	Purchase Date	Asset Life
Air Handler Unit 1	AHU-001	2.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	0.50	0.00	03/13/2002	10
Air Handler Unit 2	AHU-002	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	03/13/2002	10
Air Handler Unit 3	AHU-003	5.00	0.00	0.00	0.00	0.00	0.00	0.00	50.50	10.10	0.00	03/13/2002	10
Cart	0000000004	4.00	5.83	1.46	5.83	0.00	0.00	0.00	38.00	9.50	0.00	05/24/2011	6
Conveyor - Pallet Handler	0000000010	3.00	0.00	0.00	0.00	0.00	0.00	0.00	13.00	4.33	0.00	09/01/2016	0
Delivery Truck 1	0000000011	1.00	54.00	54.00	0.00	54.00	0.00	0.00	4.00	4.00	0.00	05/02/2016	0
Delivery Truck 2	0000000012	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	05/02/2016	0
Forklift 1	0000000002	1.00	0.00	0.00	0.00	0.00	0.00	0.00	18.00	18.00	0.00	05/31/2016	15
Forklift 2	0000000003	2.00	81.00	40.50	0.00	81.00	0.00	0.00	6.00	3.00	0.00	03/01/2017	15
Lathe 1	0000000008	4.00	875.00	218.75	0.00	270.00	605.00	0.00	54.00	13.50	3.50	05/03/2006	10
Lathe 2	0000000009	4.00	1262.00	315.50	0.00	162.00	1100.00	0.00	10.00	2.50	6.00	03/01/2016	20
Press Brake 1	0000000001	5.00	1243.00	248.60	190.00	378.00	675.00	0.00	24.00	4.80	12.15	05/03/2006	10
Press Brake 2	0000000005	8.00	2327.50	290.94	210.00	697.50	1420.00	0.00	29.50	3.69	23.00	03/01/2016	20
Total/Avg:		39.00	5848.33	149.96	405.83	1642.50	3800.00	0.00	248.00	6.36	44.65		

## Asset Life Cycle Analysis

This report provides a quick analysis of the current health of your Assets. The report will calculate a grade as well as estimate how many more years of operation is expected from your Assets.

Asset Life Cycle Analysis									
Date Printed: 07/18/2017									
Page 1 of 1									
Name	Asset #	Category	Grade	Event Trend	Cost Trend	Years Left	Asset Life (Year(s))	Purchase Date	Replacement Cost \$
Cary									
Air Handler Unit 3	AHU-003	HVAC	D	bad	good	-5.36	10.00	03/13/2002	45000.00
Conveyor - Pallet Handler	0000000010	Production	B	good	good			09/01/2016	15900.00
Lathe 1	0000000008	Lathes	B	good	good	-1.22	10.00	05/03/2006	0.00
Lathe 2	0000000009	Lathes	D	bad	bad	18.62	20.00	03/01/2016	0.00
Press Brake 1	0000000001	Press Brakes	B	good	good	-1.22	10.00	05/03/2006	0.00
Press Brake 2	0000000005	Press Brakes	D	bad	bad	18.62	20.00	03/01/2016	0.00
Average			A	good	good	4.91	11.67		10150.00



## Asset Life Cycle Analysis w/ Details

This version of the Asset Life Cycle Analysis report provides some additional fields such as Total Number of Work Orders, Total Number of PM Work Orders, and Total Number of Non-PM Work Orders.

Asset Life Cycle Analysis w/ Details												
Date Printed: 07/18/2017		Page 1 of 1										
Name	Asset #	Category	Grade	Event Trend	Cost Trend	Years Left	Asset Life (Year (s))	Purchase Date	Replacement Cost \$	Total # of WOs	Total # of PM WOs	Total # of Non-PM WOs
Cary												
Air Handler Unit 3	AHU-003	HVAC	D	bad	good	-5.36	10.00	03/13/2002	45000.00	5	0	5
Conveyor - Pallet Handler	0000000010	Production	B	good	good			09/01/2016	15900.00	2	0	2
Lathe 1	0000000008	Lathes	B	good	good	-1.22	10.00	05/03/2006	0.00	2	0	2
Lathe 2	0000000009	Lathes	D	bad	bad	18.62	20.00	03/01/2016	0.00	3	0	3
Press Brake 1	0000000001	Press Brakes	B	good	good	-1.22	10.00	05/03/2006	0.00	3	0	3
Press Brake 2	0000000005	Press Brakes	D	bad	bad	18.62	20.00	03/01/2016	0.00	6	0	6
Average			A	good	good	4.91	11.67		10150.00	3	0	3

## Asset Summary

The Asset Summary report provides a list of your Assets with basic details.

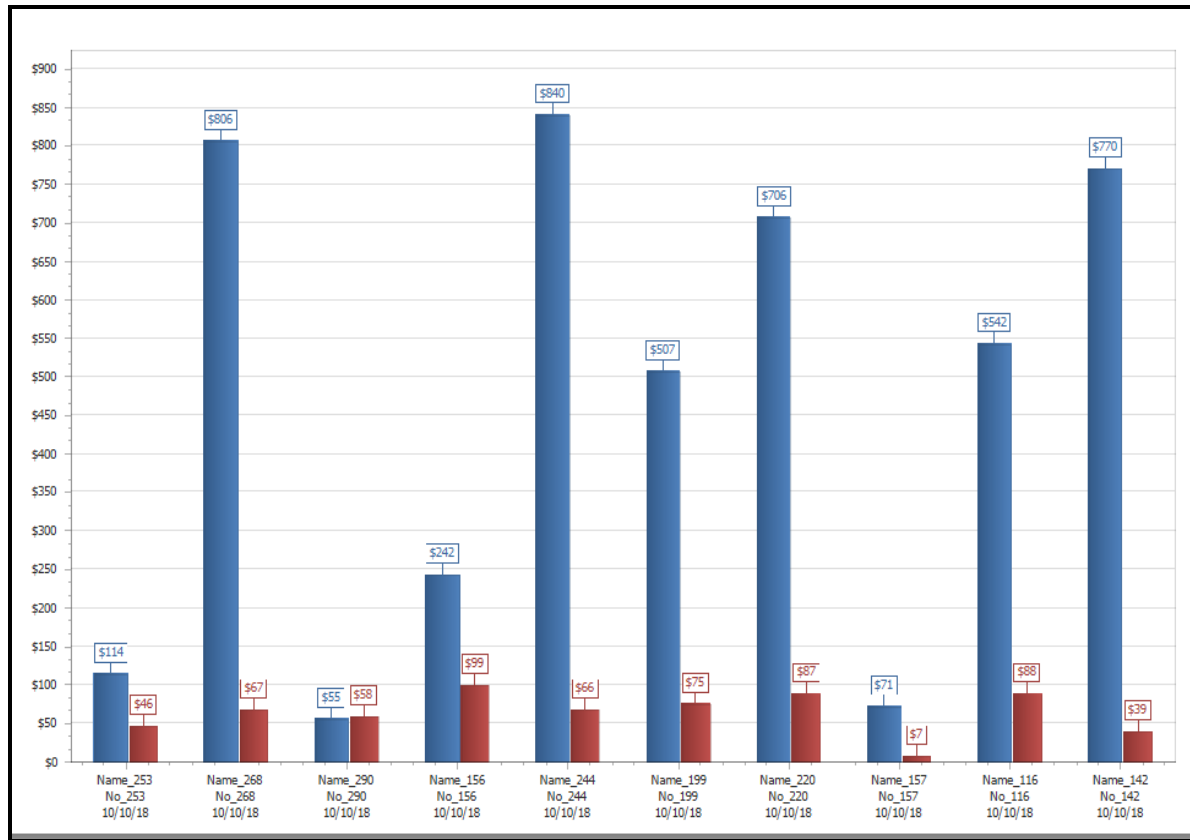
Asset summary report								
Date Printed: 07/18/2017		Page 1 of 1						
Asset #	Name	Region	Site	Serial #	Make	Model	Barcode	Toolcrib
AHU-001	Air Handler Unit 1	Northeast	Cary	AHU 1299	Trane	XB TEM3	AHU 1299	False
AHU-002	Air Handler Unit 2	Northeast	Cary	AHU 1300	Trane	XB TEM3	AHU 1300	False
AHU-003	Air Handler Unit 3	Northeast	Cary	AHU 1301	Trane	XB TEM3	AHU 1301	False
0000000004	Cart	Northeast	Cary	C3421	EZGO	G120	C3421	True
0000000010	Conveyor - Pallet Handler	Northeast	Cary	CVY8794	Titan Conveyor	PH574	[N/A]	False
0000000011	Delivery Truck 1	Northeast	Cary	T54686JK7766	Freightliner	FT30Cab	[N/A]	False
0000000012	Delivery Truck 2	Northeast	Cary	T54686JK7763	Freightliner	FT30FlatBed	[N/A]	False
0000000002	Forklift 1	Northeast	Cary	E15322	Toyota	Large Electric	[N/A]	False
0000000003	Forklift 2	Northeast	Cary	E32444	Toyota	Large Electric	[N/A]	False
0000000008	Lathe 1	Northeast	Cary	L24	Haas Automation	ST10	[N/A]	False
0000000009	Lathe 2	Northeast	Cary	L37	Haas Automation	ST10	[N/A]	False
0000000001	Press Brake 1	Northeast	Cary	PB24	Adira	HD70060	[N/A]	False
0000000005	Press Brake 2	Northeast	Cary	PB37	Adira	HD70060	[N/A]	False

## Asset Repair vs Replacement Cost

This comparative analysis report provides an easy way to visually compare the maintenance costs of assets with your replacement costs of assets in order to determine those that are nearing the end of their expected useful life, and those that are overdue to be replaced.

Select **Asset Cost vs Maintenance** in the asset report drop down menu to show your aggregated maintenance cost versus the estimated replacement cost set on the asset

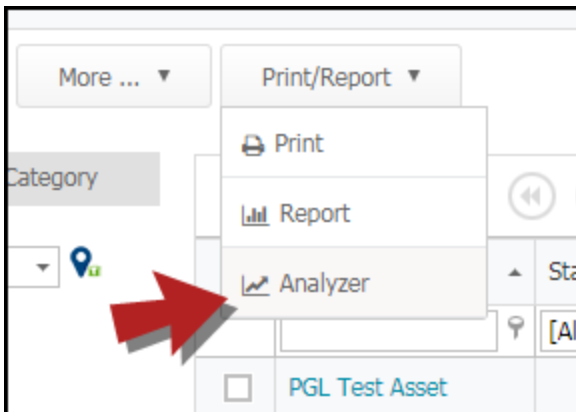
details page. *\*Note: This report is only available if your account is synced with Capital Forecast. For more information about Capital Forecast contact Client Services.*



The Analyzer is a powerful tool to build your own reports and perform data analysis based on your own personal needs. This feature functions just like a pivot chart in Excel. You have nearly all of the data fields for assets available to build nearly any kind of report. The report can be saved as a setting and placed on your dashboard for easy access. You also have the ability to export this report. *\*Note: If the Analyzer is not currently active in your account, please contact our Support team to enable this feature for you.*

## Creating a Report Using the Analyzer

- Click on the **Assets** menu icon, then select Assets.
- Click the **Print/Report** button and choose **Analyzer**.



- A data table will be displayed showing basic information on your Assets. To see a visual representation of this data table click on the **Chart** button.
- You can choose which Assets you want to see by clicking the filter icon in the Asset column.
- By default, the tool will include Asset totals for labor and costs as column headers.
  - To remove a column header, hover your mouse over the **Data Headers** icon. A field list will appear representing the columns in the data chart. Right-click the field you do not want to show and select **Hide** from the menu that appears.
  - To rearrange the column headers, hover your mouse over the **Data Headers** icon. A field list will appear representing the columns in the data chart. Click and drag the field(s) that you need to rearrange to the appropriate position and the chart will update automatically.
- To add additional fields and reorganize the data table, right-click the top of the table and select **Show Field List**.
  - The PivotGrid Field List window will appear.
  - Here you can drag and drop additional fields into the **Filter Area**, **Column Area**, **Row Area**, or **Data Area**.

- Dragging a field into one of these areas will immediately update the data chart to reflect the change. If you wish to make changes without the chart updating immediately, check the **Defer Layout Update** box to prevent the chart from updating until the **Update** button is clicked.
- To see additional options for your report, click the **More** button.
  - Here you can change the Data settings to display more rows, include archived work orders, and select date options.
  - You can also change Chart Settings to display a different chart type, generate series from columns, and show point labels.
  - Click **Apply** after making any changes.

Analyzer

View ▾

No View - Default ▾

★ Add to My Reports

Export

XLS ▾

More ...

Reset

Data Settings:

☒ # of rows to display: 10 ▾
 ☐ Include Archived Work Orders

Date Type: 

Originated ▾

 Date Range: 

Date Range ▾

 Start Date: 

07/20/2016 ▾

 End Date: 

07/20/2017 ▾

+

Chart Setting:

Chart Type: 

Line ▾

☐ Generate Series from Columns
 ☐ Show Point Labels

Apply

Clear

Data

Chart

Assigned To ▾

Data Headers

Drop Column Fields Here

Asset ▾

	Count ▾	Labor Hrs	Other Hrs	Total Hrs	Labor Cost	Part Cost	Other Cost	Grand Total	Down-time
Delivery Truck 1	1	4.00	0.00	4.00	54.00	0.00	0.00	54.00	0.00
Forklift 1	1	18.00	0.00	18.00	0.00	0.00	0.00	0.00	0.00
Air Handler Unit 1	2	1.00	0.00	1.00	0.00	0.00	0.00	0.00	0.00
Forklift 2	2	6.00	0.00	6.00	81.00	0.00	0.00	81.00	0.00
Conveyor - Pallet Handler	3	9.00	0.00	9.00	0.00	0.00	0.00	0.00	0.00
Cart	4	38.00	0.00	38.00	0.00	5.83	0.00	5.83	0.00
Lathe 1	4	54.00	0.00	54.00	270.00	0.00	605.00	875.00	3.50
Lathe 2	4	10.00	0.00	10.00	162.00	0.00	1100.00	1262.00	6.00
Air Handler Unit 3	5	50.50	0.00	50.50	0.00	0.00	0.00	0.00	0.00
Press Brake 1	5	24.00	0.00	24.00	378.00	190.00	675.00	1243.00	12.15
Grand Total	39	244.00	0.00	244.00	1522.50	405.83	3800.00	5848.33	44.65

## Saving the Report

The Analyzer tool allows you to save your report in several ways. You can set it as the default view when launching the Analyzer, add the report to the My Reports section of your dashboard, and export the report in several file formats.

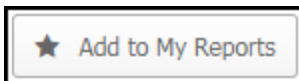
## Views

When you have finished making your report you can set the report to automatically show as your default view when you launch the Analyzer.

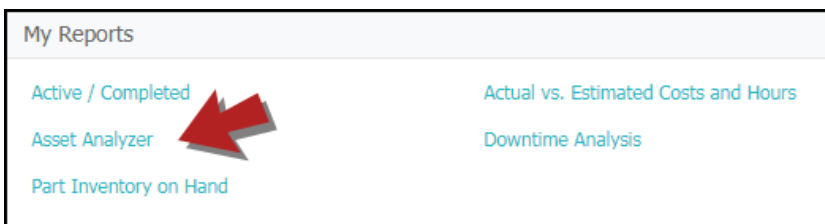
- Click the **View** button.
- Select **New**.
- Enter a **Name** for the View.
- Check the **Set as My Default** box to set the view as the default view when the Analyzer launches.
- Check the **Available to others** box to allow other users to access this view.
- Click **OK** to save your changes.
- You can switch between views in the drop down menu next to the view button.

## My Reports

- You also have the ability to save the reports to your My Reports section of the Dashboard by clicking the **Add to My Reports** button.

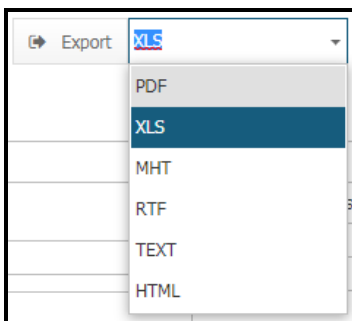


- Give the report a **Name** and click **Save**. The report will then appear in the My Reports section of your Dashboard.



## Exporting

- If you need to export the report you can do so by selecting the file format of the export from the drop down then clicking the **Export** button.



Asset Essentials provides two comprehensive reports showing certificate expirations and user summaries.

## How to Run a Report

- Click on the **Admin** menu icon and then click **Users**.
- Select the **Print/Report** button and click the **Report** link.
- Choose the **Report Type** from the drop down.
- Click **OK** to run the report.

### Expiring/Expired Certificates by User

The Expiring/Expired Certificates by User report gives a list of all expired certificates for each employee.

Expiring/Expired Certificates by User			
Date Printed: 07/20/2017		Page 1 of 1	
User	Certificate	Date Acquired	Expiration Date
Daryl Dixon			
	Forklift Certification	06/01/2016	06/01/2017
			<b>Total</b> 1

Report Parameters

Filter:  
Search:  
Advanced Filters:  
Expiration Date: Is less than or equal to '07/20/2017'

## Personnel Summary

The Personnel Summary report gives you a summary of users that have been added to Asset Essentials.

Personnel Summary							
Date Printed: 07/20/2017				Page 1 of 1			
Emp #	First Name	Last Name	Site	Department	Job Title	Phone #1	Phone #2
	Addr #1		Addr #2		City	State	Zip
	Rick	Grimes	Cary	Maintenance	Administrator		
	Carl	Grimes	Cary	Administration	Administrative Assistant		
	Morgan	Jones	Cary	Maintenance	Maintenance Supervisor		
	Shane	Walsh	Cary	Maintenance	Maintenance Tech		
	Terminix	Pest Control	Cary		Pest Control Company		
	Maggie	Greene	Cary	Administration	Purchaser		
	11000 Regency Pkwy				Cary	NC	27518
	Negan	L.	Cary	Maintenance	Administrator		
	Lori	Grimes	Cary	Maintenance	Administrator		
	Dr. Eugene	Porter	Cary	Maintenance	Administrator		
	Test	Account	Cary				
	Evan	Bahoric	Cary	Administration			
12345	Daryl	Dixon	Cary	Maintenance	Maintenance Technician		
Report Parameters							
Filter:							
Search:							
Advanced Filters:							

# Work Order Reporting

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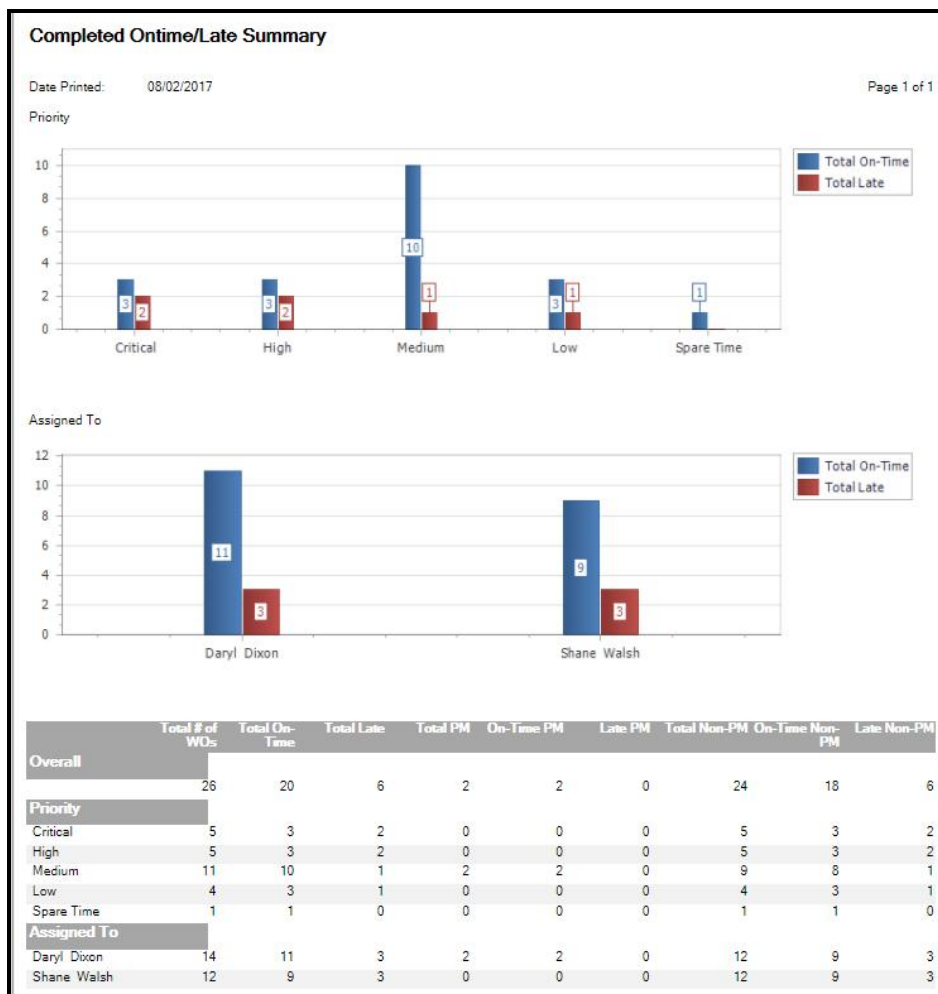
## How to Run a Report

- Click on the **Work Orders** menu icon, then select **Work Orders**.
- Select the **Print/Report** button and click the **Report** link.
- Choose the **Report Type** from the drop down.
- Click **OK** to run the report.

## Recommended Work Order Reports

### Completed On Time/Late Summary

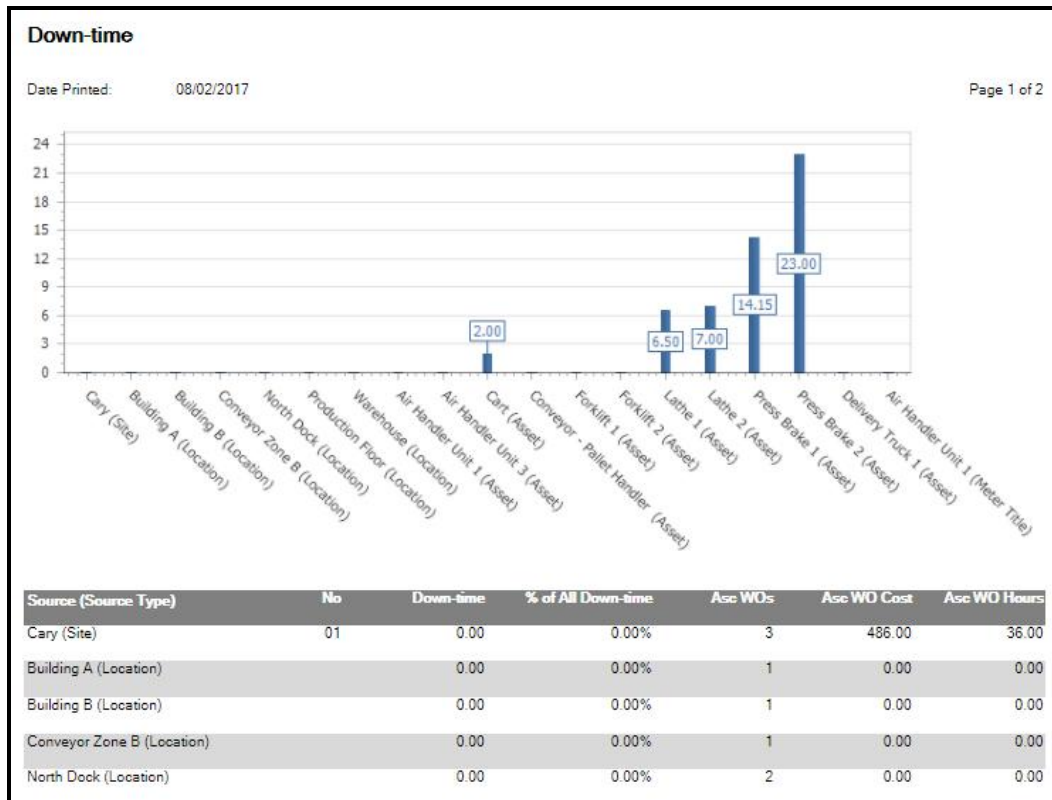
This useful report will show a breakdown of on time and late Work Orders by Priority and Assigned To.





## Downtime Analysis

This report shows any Work Orders and Work Order costs contributing to your asset's downtime.



## Labor Cost by User

This report will breakdown your worker's labor hours and costs by Work Order. This report also includes OT hours and OT costs.

**WO Labor By User**

Date Printed: 01/08/2018 Page 1 of 1

User	Work Order Title	Work Category	Action Taken	WO #	Labor Date	Hour(s)	Cost \$	OT Hours	OT Cost \$
<b>Admin Admin</b>									
	PM Schedule 1 (HVAC)	Planned		0000000018	01/08/2018 08:12:00 AM	1.00	35.00	0.00	0.00
					<b>Total</b>	<b>1.00</b>	<b>35.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Test Tech</b>									
	HVAC Work	Corrective Maintenance		0000000019	01/08/2018 09:13:00 AM	1.00	34.00	0.00	0.00
					<b>Total</b>	<b>1.00</b>	<b>34.00</b>	<b>0.00</b>	<b>0.00</b>
					<b>Grand Total</b>	<b>2.00</b>	<b>69.00</b>	<b>0.00</b>	<b>0.00</b>

Report Parameters

Filter:

Search:

Advanced Filters: [ Originated ] Between '12/09/2017' And '01/08/2018'

Labor Date Range: Between '01/01/2018' And '01/08/2018'

Tags:

## Mean Time to Repair Analysis

This report calculates for each asset: the average time it takes for a Work Order to be assigned, the average time it takes to complete a Work Order once it has been assigned, and the average time a Work Order is open.

Mean Time to Repair Analysis			
Date Printed: 08/02/2017		Page 1 of 1	
Asset	Originated to Assigned Avg	Assigned to Completed Avg.	Originated to Completed Avg
Air Handler Unit 3	0 day(s) 0 hr(s) 0.00 minute(s)	0 day(s) 1 hr(s) 22.00 minute(s)	0 day(s) 1 hr(s) 22.00 minute(s)
Cart	0 day(s) 0 hr(s) 0.00 minute(s)	1 day(s) 4 hr(s) 6.00 minute(s)	1 day(s) 4 hr(s) 6.00 minute(s)
Conveyor - Pallet Handler	14 day(s) 6 hr(s) 30.00 minute(s)	-15 day(s) -4 hr(s) -10.00 minute(s)	0 day(s) -21 hr(s) -40.00 minute(s)
Delivery Truck 1	16 day(s) 20 hr(s) 25.00 minute(s)	-8 day(s) -1 hr(s) -34.00 minute(s)	8 day(s) 18 hr(s) 51.00 minute(s)
Forklift 2	17 day(s) 1 hr(s) 0.00 minute(s)	-17 day(s) 0 hr(s) -33.00 minute(s)	0 day(s) 0 hr(s) 27.00 minute(s)
Lathe 1	4 day(s) 12 hr(s) 14.75 minute(s)	-1 day(s) -12 hr(s) -37.25 minute(s)	2 day(s) 23 hr(s) 37.50 minute(s)
Lathe 2	0 day(s) 17 hr(s) 15.00 minute(s)	0 day(s) 16 hr(s) 43.00 minute(s)	1 day(s) 9 hr(s) 58.00 minute(s)
Press Brake 1	3 day(s) 9 hr(s) 5.20 minute(s)	-2 day(s) -22 hr(s) -57.60 minute(s)	0 day(s) 10 hr(s) 7.60 minute(s)
Press Brake 2	3 day(s) 8 hr(s) 34.60 minute(s)	-2 day(s) -12 hr(s) -23.80 minute(s)	0 day(s) 20 hr(s) 10.80 minute(s)
Overall Average	4 day(s) 6 hr(s) 45.54 minute(s)	-2 day(s) -21 hr(s) -39.63 minute(s)	1 day(s) 9 hr(s) 5.92 minute(s)

## Part Usage by Asset

This report will show the quantities and costs of the parts used for each asset.

Part Utilization by Asset								
Date Printed: 08/02/2017		Page 1 of 1						
Asset	Date Used	Part	Part #	Region	Site	Location	Quantity	Cost \$
<b>Press Brake 1 - 0000000001</b>								
	07/31/2017	Pennzoil 10W 30 Motor Oil	0000000003	Northeast	Cary	Warehouse	1.00	8.3333
	07/31/2017	Cart Tire 18-8.50-8 4P	0000000004	Northeast	Cary	Warehouse	1.00	32.930
	07/31/2017	10 Amp Fuse	0000000005	Northeast	Cary	Warehouse	1.00	6.250
	07/31/2017	Press Brake Die 4140 8" long	0000000001	Northeast	Cary	Production Parts	1.00	80.000
<b>Total:</b>								<b>127.51</b>
<b>Delivery Truck 1 - 0000000011</b>								
	08/01/2017	Pennzoil 10W 30 Motor Oil	0000000003	Northeast	Cary	Warehouse	1.00	8.3333
<b>Total:</b>								<b>8.33</b>
<b>Delivery Truck 2 - 0000000012</b>								
	08/01/2017	Champion Spark Plug	NGK-BPR5ES	Northeast	Cary	Auto Parts	1.00	5.8333
<b>Total:</b>								<b>5.83</b>
<b>Cart - 0000000004</b>								
	08/01/2017	Forklift Battery	0000000002	Northeast	Cary	Warehouse	0.00	0.000
<b>Total:</b>								<b>.00</b>
<b>Total cost of parts on this report:</b>								<b>141.68</b>

## Work Order Summary w/ Details

This reports provides an all-encompassing overview of your work orders including Action Taken and Costs.

Work Order Summary w/ Details													
Date Printed: 01/08/2018												Page 1 of 2	
Work Order #	WO Status	Origin	Priority	Work Type	Work Category	Site	Source Asset	Source Location	Assigned To	Originated	Expected	Completed	Cost \$ Hour(s)
Work requested													
Action Taken													
Comments													
0000000019	In Progress	Non-PM	Medium	Reactive Maintenance	Corrective Maintenance	Jones Elementary School		Room 101	Test Tech	01/08/2018			34.00 1.00
HVAC stopped working.													
0000000018	In Progress	PM			Planned	James Madison Hall	James Madison - Boiler - 001		Stephen Parker	01/03/2018	01/04/2018		35.00 1.00
HVAC AHU Weekly Filter Check													
0000000017	In Progress	PM			Planned	James Madison Hall	James Madison - Boiler - 001		Test Tech	12/27/2017	12/28/2017		0.00 0.00
HVAC AHU Weekly Filter Check													

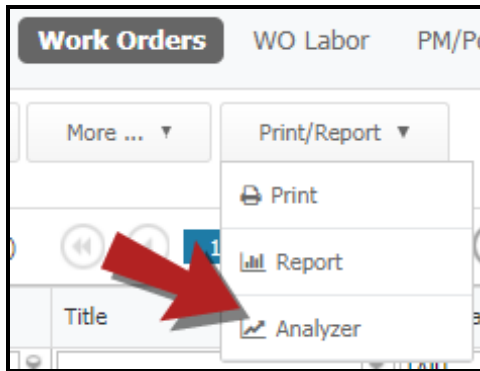
# Work Order Analyzer

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The Analyzer is a powerful tool to build your own reports and perform data analysis based on your own personal needs. This feature functions just like a pivot chart in Excel. You have nearly all of the data fields for assets available to build nearly any kind of report. The report can be saved as a setting and placed on your dashboard for easy access. You also have the ability to export this report. *\*Note: If the Analyzer is not currently active in your account, please contact our Support team to enable this feature for you.*

## Creating a Report Using the Analyzer

- Click on the **Work Orders** menu icon, then select **Work Orders**.
- Click the **Print/Report** button and choose **Analyzer**.



- A data table will be displayed showing basic information on your Work Orders. To see a visual representation of this data table, click on the **Chart** button.
- By default, the tool will include Work Order totals for labor and costs as column headers.
  - To remove a column header, hover your mouse over the **Data Headers** icon. A field list will appear representing the columns in the data chart. Right-click the field you do not want to show and select **Hide** from the menu that appears.
  - To rearrange the column headers, hover your mouse over the **Data Headers** icon. A field list will appear representing the columns in the data chart. Click and drag the field(s) that you need to rearrange to the appropriate position and the chart will update automatically.
- To add additional fields and reorganize the data table, right-click the top of the table and select **Show Field List**.
  - The PivotGrid Field List window will appear.
  - Here you can drag and drop additional fields into the Filter Area, Column Area, Row Area, or Data Area.
  - Dragging a field into one of these areas will immediately update the data chart to reflect the change. If you wish to make changes without the chart updating immediately, click the

**Defer Layout Update** check box to prevent the chart from updating until the **Update** button is clicked.

- To see additional options for your report, click the **More** button.
  - Here you can change the **Data Settings** to display more rows, include archived work orders, and select date options.
  - You can also change **Chart Settings** to display a different chart type, generate series from columns, and show point labels.
  - Click **Apply** after making any changes.

## Saving the Report

The Analyzer tool allows you to save your report by setting it as the default view when launching the analyzer, saving the report to the My Reports section of your dashboard, and exporting the report in several file formats.

### Views

When you have finished making your report you can set the report to automatically show as your default view when you launch the Analyzer. You can switch between views in the drop down menu next to the View button.

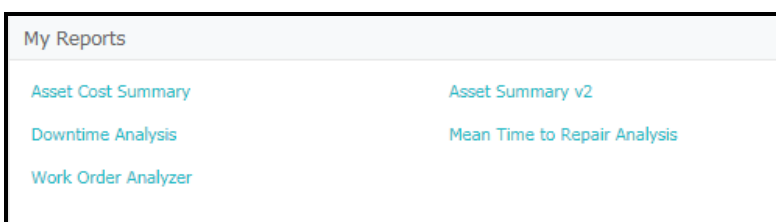
- Click the **View** button.
- Select **New**.
- Enter a **Name** for the View.
- Check the **Set as My Default** box to set the view as the default view when the Analyzer launches.
- Check the **Available to others** box to allow other users to access this view.
- Click **OK** to save your changes.

### My Reports

You also have the ability to save the reports to your My Reports section of the Dashboard by clicking the **Add to My Reports** button.

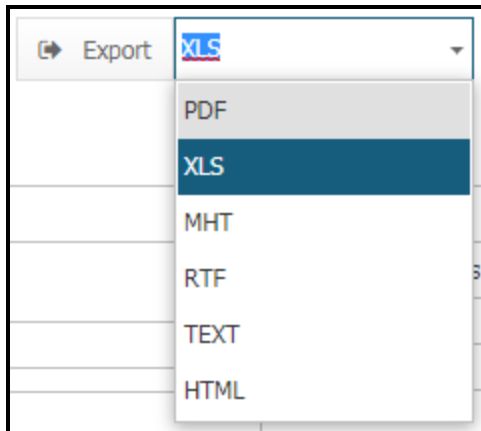


Give the report a **Name** and click **Save**. The report will then appear in the My Reports section of your Dashboard.



## Exporting

If you need to export the report you can do so by selecting the file format of the export from the drop down and then clicking the **Export** button.



Asset Essentials provides two comprehensive reports to analyze your PM Schedules.

## How to Run a Report

- Click on the **Work Orders** menu icon and select **PM/PdM**.
- Select the **Print/Report** button and click the **Report** link.
- Choose the **Report Type** from the drop down.
- Click **OK** to run the report.

## PM Range Summary

This report lists a summary of what PMs are scheduled to run, based on the date range specified.

PM Range Summary										
Date Printed:		01/08/2018								Page 1 of 1
Next Scheduled	Name	Source Type	Source #	Source Name	Assigned To	WO Status	Schedule Type	Work Category	Est Hrs	Est \$
01/01/2018	Daily Custodial Cleaning	Site		Raleigh Plant	Cindy Washburn	In Progress	Daily		5.00	0.00
01/01/2018	Welder Inspection	Asset	0000000006	Welder	Tommy Barker	In Progress	Weekly		1.00	0.00
01/02/2018	Daily Custodial Cleaning	Site		Raleigh Plant	Cindy Washburn	In Progress	Daily		5.00	0.00
01/03/2018	Daily Custodial Cleaning	Site		Raleigh Plant	Cindy Washburn	In Progress	Daily		5.00	0.00
01/04/2018	Daily Custodial Cleaning	Site		Raleigh Plant	Cindy Washburn	In Progress	Daily		5.00	0.00
01/05/2018	Daily Custodial Cleaning	Site		Raleigh Plant	Cindy Washburn	In Progress	Daily		5.00	0.00
01/06/2018	Daily Custodial Cleaning	Site		Raleigh Plant	Cindy Washburn	In Progress	Daily		5.00	0.00
01/07/2018	Crane Jib Inspection	Asset	0000000001	Crane Jib 1A	Tommy Barker	In Progress	Weekly		1.00	0.00
01/07/2018	Daily Custodial Cleaning	Site		Raleigh Plant	Cindy Washburn	In Progress	Daily		5.00	0.00
01/08/2018	Daily Custodial Cleaning	Site		Raleigh Plant	Cindy Washburn	In Progress	Daily		5.00	0.00
01/08/2018	Welder Inspection	Asset	0000000006	Welder	Tommy Barker	In Progress	Weekly		1.00	0.00
Report Parameters										
Filter:										
Search:										
Advanced Filters:										
Tags:										

## PM Summary

This report provides a quick overview of your PM Schedules.

PM Summary										
Date Printed:		01/08/2018							Page 1 of 1	
Name	Source Type	Source #	Source Name	Assigned To	WO Status	Schedule Type	Next Scheduled	Work Category	Est Hrs	Est \$
Crane Jib Inspection	Asset	0000000001	Crane Jib 1A	Tommy Barker	In Progress	Weekly	11/26/2017		1.00	0.00
Daily Custodial Cleaning	Site		Raleigh Plant	Cindy Washburn	In Progress	Daily	11/20/2017		5.00	0.00
Welder Inspection	Asset	0000000006	Welder	Tommy Barker	In Progress	Weekly	11/20/2017		1.00	0.00
Report Parameters										
Filter:										
Search:										
Advanced Filters:										
Tags:										



# Project Reporting

19

Asset Essentials provides a project summary report for the costs on all of the projects that you are tracking.

## How to Run a Project Report

The Project Summary report shows the total amount budgeted versus the cost spent broken down by purchase order, labor, parts, and other costs.

- Click on the **Work Orders** menu icon, then select **Projects**.
- From the Projects summary page, check the box next to the applicable project.
- Click on the **Print/Report** button and select **Report**.
- Click **OK** to generate the report.

Project Summary								
Date Printed:		11/13/2017		Page 1 of 1				
Name - Site	Status	Originated	Total Budget \$	Difference \$	Purchase Order Budget \$	Labor Budget \$	Part Budget \$	Other Budget \$
Assigned To	Cost Center	Completed	Total Cost \$		Purchase Order Cost \$	Labor Cost \$	Part Cost \$	Other Cost \$
Renovation -	Active		7501	-7501.00	1000.00	5000	1001	500
Rick Grimes			0.00		0.00	0	0	0
Facility Renovation -	Active		3	-3.00	0.00	0	3	0
			0.00		0.00	0	0	0
Total:			7504.00	-7504.00				
			0.00					

# Budget Reporting

20

Asset Essentials provides an annual breakdown report for all of the budgets that you are tracking.

## How to Run a Budget Report

The Annual Breakdown report shows the actual costs that counted against the selected budget compared to the budget money amounts for each work order and purchase order category.

- Click on the **Work Orders** menu icon, then select **Budgets**.
- From the Budgets summary page, check the box next to the applicable budget.
- Click on the **Print/Report** button and select **Print**.
- Click **OK** to generate the report.

Annual Breakdown

Date Printed: 11/10/2017

Page 1 of 1

Name: Overall Maintenance Budget - All Sites

Budget Type: Overall

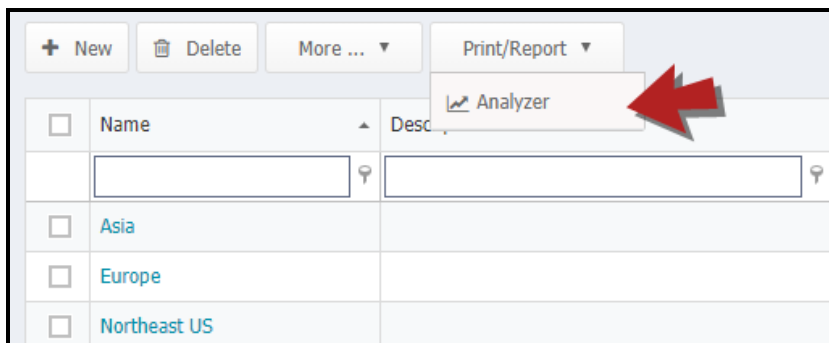
Cost Center:

	Labor Budget	Part Budget	Misc. Budget	WO Total	PO Part	PO Non-Inv	PO Other	PO Total
	Labor - Actual	Part - Actual	Misc - Actual	Total - Actual	PO Part - Actual	PO Non-Inv - Actual	PO Other - Actual	PO Total - Actual
	Difference	Difference	Difference	Difference	Difference	Difference	Difference	Difference
2017	1000.00	1000.00	1000.00	3000.00	1000.00	1000.00	1000.00	3000.00
	1064.00	0.00	0.00	1064.00	0.00	0.00	0.00	0.00
	(64.00)	1000.00	1000.00	1936.00	1000.00	1000.00	1000.00	3000.00
2016	1000.00	5000.00	0.00	6000.00	5000.00	0.00	0.00	5000.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	1000.00	5000.00	0.00	6000.00	5000.00	0.00	0.00	5000.00
Total	2000.00	6000.00	1000.00	9000.00	6000.00	1000.00	1000.00	8000.00
	1064.00	0.00	0.00	1064.00	0.00	0.00	0.00	0.00
	936.00	6000.00	1000.00	7936.00	6000.00	1000.00	1000.00	8000.00

The Analyzer is a powerful tool to build your own reports and perform data analysis based on your own personal needs. This feature functions just like a pivot chart in Excel. You have nearly all of the data fields for assets available to build nearly any kind of report. The report can be saved as a setting and placed on your dashboard for easy access. You also have the ability to export this report. *\*Note: If the Analyzer is not currently active in your account, please contact Client Services to enable this feature for you.*

## Creating a Report Using the Analyzer

- Click on the **Admin** menu icon, then select **Regions**.
- Click the **Print/Report** button and select **Analyzer**.



- A data table will be displayed showing basic information on your Regions. To see a visual representation of this data table click on the **Chart** button.
- You can choose which Regions you want to see by clicking the filter icon in the Region column.
- By default, the tool will include Region totals for labor and costs as column headers.
  - To remove a column header, hover your mouse over the **Data Headers** icon. A field list will appear representing the columns in the data chart. Right-click the field you do not want to show and select **Hide** from the menu that appears.
  - To rearrange the column headers, hover your mouse over the **Data Headers** icon. A field list will appear representing the columns in the data chart. Click and drag the field(s) that you need to rearrange to the appropriate position and the chart will update automatically.
- To add additional fields and reorganize the data table, right-click the top of the table and select **Show Field List**.
  - The PivotGrid Field List window will appear.
  - Here you can drag and drop additional fields into the **Filter Area**, **Column Area**, **Row Area**, or **Data Area**.
  - Dragging a field into one of these areas will immediately update the data chart to reflect the change. If you wish to make changes without the chart updating immediately, check the

**Defer Layout Update** box to prevent the chart from updating until the **Update** button is clicked.

- To see additional options for your report, click the **More** button.
  - Here you can change the Data settings to display more rows, include archived work orders, and select date options.
  - You can also change Chart Settings to display a different chart type, generate series from columns, and show point labels.
  - Click **Apply** after making any changes.

Analyzer

View

No View - Default

★ Add to My Reports

Export

XLS

More ...

Reset

Data Setting:

☒ # of rows to display: 10
 ☐ Include Archived Work Orders

Date Type: Originated

Date Range: Date Range

Start Date: 05/30/2017

End Date: 05/30/2018

+

Chart Setting:

Chart Type: Line

☐ Generate Series from Columns

☐ Show Point Labels

Apply

Clear

Data

Chart

Drop Filter Fields Here

Data Headers

Drop Column Fields Here

Region

Count

Labor Hrs

Other Hrs

Total Hrs

Labor Cost

Part Cost

Other Cost

Equipment Usage

Grand Total

Downtime

Southern US	245	2479.89	10.00	2489.89	121813.21	116555.07	5995.00	0.00	245039.68	91.00
Western US	75	4161.75	0.00	4161.75	206295.06	3197.69	0.00	0.00	209492.75	19.00
Grand Total	320	6641.64	10.00	6651.64	328108.27	119752.77	5995.00	0.00	454532.44	110.00

## Saving the Report

The Analyzer tool allows you to save your report in several ways. You can set it as the default view when launching the Analyzer, add the report to the My Reports section of your dashboard, and export the report in several file formats.

### Views

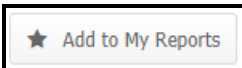
When you have finished making your report, you can set the report to automatically show as your default view when you launch the Analyzer.

- Click the **View** button.
- Select **New**.
- Enter a **Name** for the View.
- Check the **Set as My Default** box to set the view as the default view when the Analyzer launches.

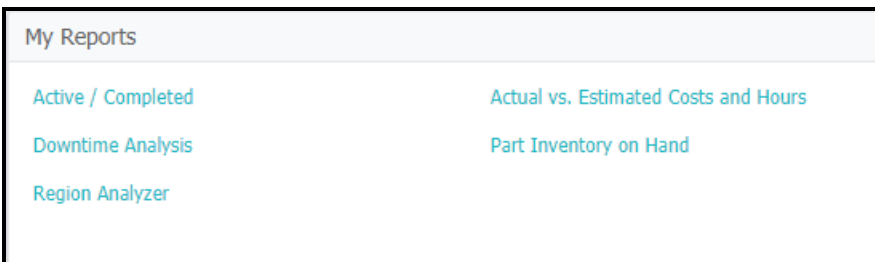
- Check the **Available to others** box to allow other users to access this view.
- Click **OK** to save your changes.
- You can switch between views in the drop down menu next to the view button.

## My Reports

- You also have the ability to save the reports to your My Reports section of the Dashboard by clicking the **Add to My Reports** button.

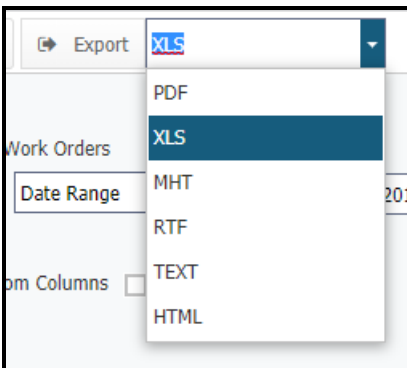


- Give the report a **Name** and click **Save**. The report will then appear in the My Reports section of your Dashboard.



## Exporting

- If you need to export the report you can do so by selecting the file format of the export from the drop down then clicking the **Export** button.



# Safety Program Reporting

24

Asset Essentials provides a comprehensive report to check on the status and analyze your safety programs.

## How to Report on Safety Programs

- Click on the **Safety Programs** menu icon, then select **Safety Programs**.
- Select the **Print/Report** button.
- Click the **Report** link.
- Click **OK** to run the report.

Safety Program Summary					
Date Printed: 07/14/2017			Page 1 of 1		
Name	Site	Safety Program Status	Safety Program Category	Last Reviewed By	Last Reviewed On
Last Reviewed Note					
Fire Safety Program		Compliant	Life Safety	Rick Grimes	05/31/2017 07:57:51 PM
Press Brake LO/TO		Compliant	LO/TO Procedures	Rick Grimes	05/31/2017 07:58:17 PM
SDS - 10N Sodium Hydroxide (NaOH 40%)		Compliant	Safety Data Sheets	Rick Grimes	05/31/2017 07:59:53 PM
Report Parameters					
Filter:					
Advanced Filters:					
Tags:					

# Incident Reporting

25

Asset Essentials provides an easy way to report on your Incidents by generating a log of work-related injuries and illnesses.

## How to Create a Log of Work-Related Injuries and Illnesses

- Click on the **Safety Programs** menu icon.
- Select **Incidents**.
- Select the **Print/Report** button and click the **Report** link.
- Click **OK** to run the report.

**Log of Work-Related Injuries and Illnesses**

Date Printed: 07/17/2017Page 1 of 1

Case No.	Employee's Name	Job Title	Date of injury or onset of illness	Where the event occurred	Describe injury/illness	Most Serious Result of Injury/Illness				Days Employee was		Injury/Illness Type					
						Death	Days away from job	On job transfer or restriction	Other recordable cases	Away from work	On job transfer or restriction	Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All Other Illnesses
0000000002	Daryl Dixon	Maintenance Technician	07/16/2017	Labeling machine	Discipline action was taken against worker. Improper attire was worn.		X			3	0	X					
0000000001	Theo Pinson	NC Basketball Player	06/01/2017	Lobby					X	0	0	X					

Report Parameters

Filter:  
Search:  
Advanced Filters:  
Tags:

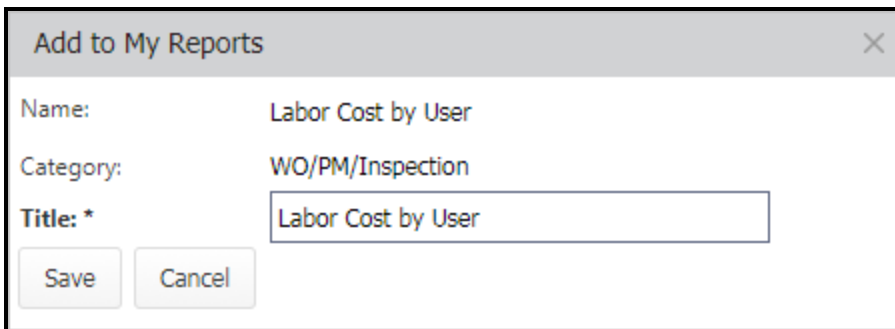
# Saved Reports

26

In Asset Essentials, you can save frequently used reports to run quickly and easily again in the future. Saved Reports can also be scheduled to run on a recurring basis and automatically email you the results.

## Saving a Report

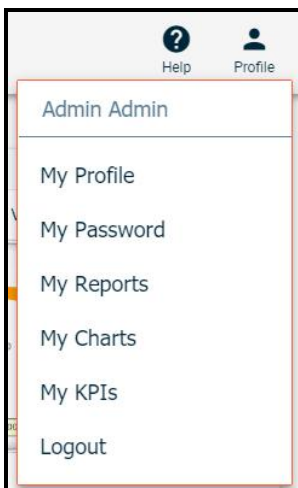
- After creating a report in Asset Essentials, click the star icon (★) at the top of the report screen.
- Enter a **Title** for the report in the Add to My Reports window .
- Click **Save**.
- Click **OK** to confirm you want the report saved to your My Reports list.



- To view a list of reports you have saved, hover over your name in the upper right corner of the screen and select **My Reports**.

## How to Schedule a Saved Report to Run Automatically

- Click on the user icon in the upper right corner of the page, and select **My Reports** from the drop down menu.





- A list of your saved reports will appear here. Right-click on the saved report you need to schedule and select **Edit**.
- In the General section, enter a **Title** for the Report.
- Check the **Email Report** checkbox.
- Select the **Email report format**. You can choose either XLS (Excel) or PDF.
- In the Schedule section, choose whether you want to receive these search results Daily, Weekly, Monthly, or Yearly.
  - For **Daily**, you can choose a specific number of days to run the report or every weekday.
  - For **Weekly**, select which day(s) of the week you want to receive these report results.
  - For **Monthly**, you can choose either the date (Ex: Day 15) of the month or you can choose the day of the week in the month (Ex: the first Monday of every 1 month). The monthly option also allows you to run this search every other month, once a quarter, etc. by changing the number in the box that precedes month. (Ex: the first Monday of every 3 months)
  - For **Yearly**, you can choose either the month and day (Ex: January 5) of the year or you can choose the day of the week in the month (Ex: the first Monday of February).
- Choose the **Start** options for the recurring report. You can choose an exact date or the beginning of a season that starts on a specific day of the month.
- Choose the **End** options for the recurring report if you would like [[[Undefined variable DudeVariables.AEProductNames]]] to stop emailing you the report after a certain number of occurrences, or at the end of the season created in the start options. By default **No End Date** will be selected.
- Choose the hour of the day you would like the report to **Send after**. *\*Note: The hours here are given as military time. Ex: a selection of "14" means 2:00pm.*
- Click **Save**.

Save

Cancel

GENERAL

Name:

Active / Completed

Category:

WO/PM/Inspection

Title:

Active / Completed

☒ Email report

Email report format:

PDF

SCHEDULE

☐ Daily

☒ Every 

1

 week(s) on

☒ Weekly

☒ Sunday

☐ Monday

☐ Tuesday

☐ Wednesday

☐ Monthly

☐ Thursday

☐ Friday

☐ Saturday

☐ Yearly

Start:

☒

11/14/2017

☐ Season starts: 

January

 / 

1

End:

☒ No end date

☐ End after: 

0

 occurrences

☐

11/14/2017

Send after:

HH: 

8

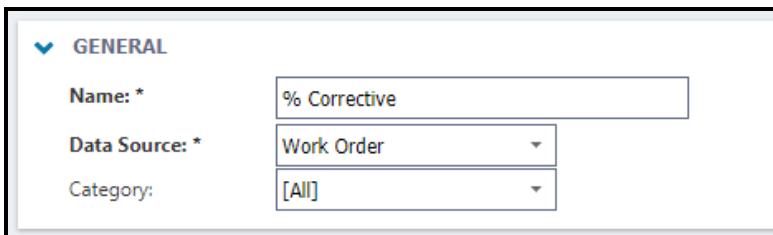
Key Performance Indicators are quantifiable measurements that show how effectively your organization is achieving key business objectives. They are commonly used to evaluate the level of success of a particular activity or progress toward a desirable goal. Asset Essentials provides you with the ability to create custom KPIs that can be viewed from your Dashboard.

## Creating a New KPI

- Click on the **Admin** menu icon, then select **Configurations**.
- Under the Misc section, select **KPIs**.
- Here you will see a list of the KPIs in your account.
- Click the **New** button.

### General

- Enter a **Name** for the KPI.
- Select the **Data Source** from the drop down. The Data Source determines what data fields can be used to create the KPI.
- If you have already created KPI Categories, select a **Category** if necessary.



The screenshot shows a form titled 'GENERAL' with a dropdown arrow. It contains three fields: 'Name: \*' with the text '% Corrective', 'Data Source: \*' with a dropdown menu showing 'Work Order', and 'Category:' with a dropdown menu showing '[All]'.

### Viewers

This section determines who can view this KPI.

- If you would like the KPI to be viewable by any user with the appropriate permissions check the **Viewable by everyone** box.
- To make the KPI only viewable to specific roles, make sure the **Role** option is selected.
  - Click the **Add** button.
  - Select the **Role** that should be able to view this KPI from the drop down.
  - Click the **Add** button again to allow multiple roles access to view this KPI.
- To make the KPI only viewable to specific users, make sure the **User** option is selected.
  - Click the **Select User** icon (👤).
  - In the Select User window, check the boxes next to the users that you would like to be able to view this KPI.
  - Click the **Select** button

VIEWERS

☐ Viewable by everyone

Role

User

Add

	Role
	Account Admin
	Global Admin
	Supervisor Lead

Page 1 of 1 (3 items)

## Setting

The Setting section controls the look of the KPI and allows you to set the ranges for the KPI states or zones.

- In the **Display Type** field, select the KPI style from the drop down.
  - State Indicator** - This option presents the KPI as a stop light with either the green, yellow, or red light shining to represent the state of the KPI determined by the parameters set in this section.
  - Circular Gauge** - This option presents the KPI as a gauge similar to a car's odometer.
  - State Indicator/Circular Gauge** - This option shows the KPI as a gauge with colored markings indicating the state of the KPI determined by the parameters set in this section.
- Select the **Label Type** as Number or Percentage.
- The Zone fields in this section allow you to set the standard ranges for the state or health of the KPI.
- To set the range for a normal KPI value, enter the starting value in the **Normal Zone** field and set the ending value in the **Warning Zone** field. When the KPI is calculated, the result will be considered Normal if the calculated result falls between these two values. Depending on the Display Type selected in this section, you may be able to choose a **Color** to represent this range.
- To set the range for a KPI value that may be a warning sign for corrective action, enter the ending value in the **Error Zone** field. The starting value for this range was set in the **Warning Zone** field in the previous step. When the KPI is calculated, the result will be considered a warning sign for corrective action if the calculated result falls between these two values. Depending on the Display Type selected in this section, you may be able to choose a **Color** to represent this range.

- ▼

SETTING

Display Type:

State Indicator/Circular Gau ▾

Normal Zone:

0 ▴ ▾

Warning Zone:

50 ▴ ▾

Error Zone:

80 ▴ ▾

End Zone:

100 ▴ ▾

Label Type:

Percentage ▾

Color:

■

 #008000 ▾

Color:

■

 #FF9900 ▾

Color:

■

 #FF0000 ▾

This section allows you to filter the data in your account to create the KPI calculation.

- 1.877.655.3833 | support@dudesolutions.com | [www.dudesolutions.com](http://www.dudesolutions.com)

▼

FILTER SETTING

Type:

Setting #1 / Setting #2

▼

Setting #1

Counter Type:

Total

▼

Region:

[All]

▼

Schedule:

[All]

▼

Data: \*

Count

▼

Site:

▼

Assigned To:

[All]

▼

Filter by selection

Filter by scripting

Origin:

[All]

▼

Status Category:

Completed

▼

Problem:

[All]

▼

Work Category:

[All]

▼

Cause:

[All]

▼

WO Status:

[All]

▼

Work Type:

[All]

▼

Priority:

[All]

▼

Date Type:

Originated

▼

Date Range:

Last Month

▼

+

Setting #2

Counter Type:

Total

▼

Region:

[All]

▼

Schedule:

[All]

▼

Data: \*

Count

▼

Site:

▼

Assigned To:

[All]

▼

Filter by selection

Filter by scripting

Origin:

[All]

▼

Status Category:

[All]

▼

Problem:

[All]

▼

Work Category:

[All]

▼

Cause:

[All]

▼

WO Status:

[All]

▼

Work Type:

[All]

▼

Priority:

[All]

▼

Date Type:

Originated

▼

Date Range:

Last Month

▼

+

## Part E – Signature Forms

### AEPA IFB 020-D

### Facility Management Software

#### **Instructions**

Contained herein are forms that require a signature from an authorized person at your company. All items found within this document are **mandatory**. Failure to sign the required areas, sections, or signature lines will allow AEPA to consider your company's proposal as **non-responsive**.

To submit the required signed forms, follow these steps:

1. Read the documents in their entirety.
2. Complete all forms and sign when required.
3. Once signed, place notary stamp in the delegated area on the Bid Affidavit.
4. Return the forms and pages in their correct order and scan one (1) single PDF format titled “Part E – Signature Forms – Name of Bidding Company” (i.e. one PDF document for all signature forms).
5. Submit Part E, along with other required documents in Public Purchase.

**AEPA does not allow electronic signatures.**

\*Note, a bid checklist has been provided to review with your submission.

The following sections will need to be completed prior to submission as one (1), single PDF titled “Part E – Signature Forms – Name of Bidding Company”.

Uniform Guidance “EDGAR” Certification Form – \*signature required

Bid Affidavit – \*signature required

Acceptance of Bid & Contract Award – \*signature required

# Uniform Guidance “EDGAR” Certification Form

## 2 CFR Part 200

When a purchasing agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200, referred to as the “Uniform Guidance” or new “EDGAR”. All bidders submitting proposals must complete this EDGAR Certification form regarding the bidder’s willingness and ability to comply with certain requirements, which may be applicable to specific agency purchases using federal grant funds.

For each of the items below, the Bidder will certify its agreement and ability to comply, where applicable, by having the bidder’s authorized representative check, initial the applicable boxes, and sign the acknowledgement at the end of this form. If a bidder fails to complete any item of this form, AEPA will consider and may list the response, as the bidders is unable to comply. A “No” response to any of the items below may influence the ability of a purchasing agency to purchase from the bidder using federal funds.

### 1. Violation of Contract Terms and Conditions

Provisions regarding bidder default are included in AEPA’s terms and conditions. Any contract award will be subject to such terms and conditions, as well as any additional terms and conditions in any purchase order, ancillary agency contract, or construction contract agreed upon by the bidder and the purchasing agency, which must be consistent with and protect the purchasing agency at least to the same extent as AEPA’s terms and conditions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

### 2. Termination for Cause of Convenience

For a participating agency purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The participating agency may terminate or cancel any purchase order under this contract at any time, with or without cause, by providing seven (7) business days in advance written notice to the bidder. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay bidder for goods and services delivered to the participating agency prior to the termination and not otherwise returned in accordance with the bidder’s return policy. If the participating agency has paid the bidder for goods and services provided as the date of termination, bidder shall immediately refund such payment(s).

If an alternate provision for termination of a participating agency’s purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is in the participating agency’s purchase order, ancillary agreement or construction contract agreed to by the bidder, the participating agency’s provision shall control.

### 3. Equal Employment Opportunity

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

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Bidder agrees that such provision applies to any participating agency purchase or contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and bidder agrees that it shall comply with such provision.

#### **4. Davis Bacon Act**

When required by Federal program legislation, bidder agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of \$2,000, bidder shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, bidder is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. In addition, bidder shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at [www.wdol.gov](http://www.wdol.gov). Bidder agrees that, for any purchase to which this requirement applies, the award of the purchase to the bidder is conditioned upon bidder's acceptance of wage determination.

Bidder further agrees that is shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each construction completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled under his contract of employment, shall be defined under this titled or imprisoned not more than five (5) years, or both.

#### **5. Contract Work Hours and Safety Standards Act**

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

#### **6. Right to Inventions Made Under a Contract or Agreement**

If the participating agency's federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experiments, developmental or research work under the "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

#### **7. Clean Air Act and Federal Water Pollution Control Act**

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



## **8. Debarment and Suspension**

Debarment and Suspension (Executive Orders 12549 and 12689), a contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Bidder certifies that the bidder is not current listed and further agrees to immediately notify AEPA and all participating agencies with pending purchases or seeking to purchase from the bidder if bidder is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

## **9. Byrd Anti-Lobbying Amendment**

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

## **10. Procurement of Recovered Materials**

For participating agency purchases utilizing Federal funds, bidder agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recover, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## **11. Profit as a Separate Element of Price**

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFR 200.323(b). When required by a participating agency, bidder agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, bidder agrees that the total price, including profit, charged by the bidder to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the bidders contract with AEPA.

## **12. General Compliance with Participating Agencies**

In addition to the foregoing specific requirements, bidder agrees, in accepting any purchase order from a participating agency, it shall make a good faith effort to work with participating agency to provide such information and to satisfy requirements as may apply to a particular purchase or purchases including, but not limited to, applicable record keeping and record retention requirements as noted in the Federal Acquisition Regulation, FAR 4.703(a).

By initialing the table (1-12) and signing below, I certify that the information in this form is true, complete and accurate and that I am authorized by my business to make this certification and all consents and agreements contained herein.

Bidder Certification (By Item)	Bidder Certification: YES, I agree or NO, I do NOT agree	Initial
1. Violation of Contract Terms and Conditions	Yes	KZW
2. Termination for Cause of Convenience	Yes	KZW
3. Equal Employment Opportunity	Yes	KZW
4. Davis-Bacon Act	Yes	KZW
5. Contract Work Hours and Safety Standards Act	Yes	KZW
6. Right to Inventions Made Under a Contract or Agreement	Yes	KZW
7. Clean Air Act and Federal Water Pollution Control Act	Yes	KZW
8. Debarment and Suspension	Yes	KZW
9. Byrd Anti-Lobbying Amendment	Yes	KZW
10. Procurement of Recovered Materials	Yes	KZW
11. Profit as a Separate Element of Price	Yes	KZW
12. General Compliance with Participating Agencies	Yes	KZW

Dude Solutions, Inc.

Name of Business

  
Signature of Authorized Representative

Karen Waggener, Chief Financial Officer

Printed Name

9/10/2019

Date

## Bid Affidavit

**Instructions:** This form must be signed by the business's authorized representative and notarized below. If awarded, the Bidder is required to produce a copy of this document for each Member Agency with which it contracts.

1. The undersigned, is duly authorized to represent the persons, business and corporations joining and participating in the submission of the foregoing bid (such persons, business and corporations hereinafter being referred to as the bidder), being duly sworn, on his/her oath, states that to the best of his/her belief and knowledge no person, business or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing bid, has directly or indirectly entered into any agreement or arrangement with any other bidders, or with any official of the **Member Agency**, or any employee thereof, or any person, business or corporation under contract with the **Member Agency** whereby the bidder, in order to induce the acceptance of the foregoing bid by the **Member Agency**, has paid, or is to pay to any other bidder, or to any of the aforementioned persons, anything of value whatever, and that the bidder has not, directly nor indirectly entered into any arrangement, or agreement, with any other bidder or bidders which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing bid.
2. This is to certify that the bidder, or any person on his/her behalf, has not agreed, connived, or colluded to produce a deceptive show of competition in the manner of the bidding, or award of the referenced contract.
3. This is to certify that neither I, nor to the best of my knowledge, information and belief, the bidder, nor any officer, director, partner, member or associate of the bidder, nor any of its employees directly involved in obtaining contracts with the **Member Agency**, or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
4. This is to certify that the bidder, or any person on his behalf has examined and understands the terms, conditions, scope of work and specifications, and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the bid submittal.
5. This is to certify that if awarded a contract, the bidder will provide the equipment, commodities, and/or services to members and affiliate members of the Agency in accordance with the terms, conditions, scope of work and specifications and other documents of this solicitation in the following pages of this bid.
6. This is to certify that the bidder is authorized by the manufacturer(s) to sell all proposed products on a national basis.
7. This is to certify that we have completed, reviewed, approved and have included all information that is required of these bid forms.

Karen Waggener

Authorized Representative (Please print or type)

11000 Regency Parkway Suite 110

Mailing Address

Chief Financial Officer

Title (Please print or type)

Cary, NC 27518

City, State, Zip

*[Handwritten Signature]*

Signature of Authorized Representative

9/10/2019

Date

Subscribed and sworn to before me this 10th day of September, 2019

Notary Public in and for County of Wake State of North Carolina

My commission expires on December 16, 2021 Signature *[Handwritten Signature]*

Susan Renee Bray  
Notary Public - North Carolina  
Wake County  
My Commission Expires 12-16-2021


Enter Notary Stamp

## Acceptance of Bid & Contract Award

**Instructions:** PART I of this form is to be completed by the Bidder and signed by its Authorized Representative. PART II will be completed by the AEPA Member Agency only upon the occasion of the bid award. If approved by AEPA, the Bidder is required to produce a copy of the document for each of the AEPA Member Agency with which it contracts.

### PART I: BIDDER

In compliance with the Invitation for Bid (IFB), the undersigned warrants that I/we have examined all Instructions to Bidders, associated documents, and being familiar with all of the conditions of the bid, hereby offer and agree to furnish all labor, materials, supplies and equipment incurred in compliance with all terms, conditions, specifications and amendments associated with this IFB and any written exceptions to the bid. Signature also certifies understanding and compliance with the certification requirements of the AEPA Member Agency's Terms and Conditions and/or Special Terms and Conditions. The undersigned understands that their competence, ability, capacity and obligations to offer and provide the proposed tangible personal property, professional services, construction services and other services on behalf of the Bidder Partner as well as other factors of interest to the AEPA Member Agency as stated in the evaluation section, will be a consideration in making the award.

<b>Business Name</b>	<u>Dude Solutions, Inc.</u>	<b>Date</b>	<u>9/10/2019</u>
<b>Address</b>	<u>11000 Regency Parkway Suite 110</u>	<b>City, State Zip</b>	<u>Cary, NC 27518</u>
<b>Contact Person</b>	<u>Karen Waggener</u>	<b>Title</b>	<u>Chief Financial Officer</u>
<b>Authorized Signature</b>		<b>Title</b>	<u>Chief Financial Officer</u>
<b>Email</b>	<u>karen.waggener@dudesolutions.com</u>	<b>Phone</b>	<u>(866) 455-3833</u>

### PART II: AWARDDING MEMBER AGENCY

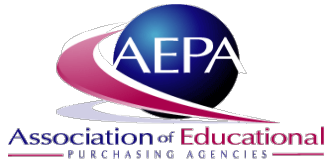
Your bid response for the above identified bid is hereby accepted. As a Bidder Partner you are now bound to offer and provide the products and services identified within this IFB, your response and approved by AEPA, including all terms, conditions, specifications, exceptions and amendments. As Bidder Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. The intent of this contract is to constitute the final and complete agreement between the AEPA Member Agency and Bidder Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to fifteen (15) months and will commence on the date indicated below and continue until February 28, 2021, unless terminated, canceled or extended. By mutual written agreement as warranted, the contract may be extended month by month up to six (6) months or for three (3) additional 12-month periods.

**Awarding Agency** \_\_\_\_\_

**Authorized Representative** \_\_\_\_\_

<b>Awarded this</b>	<b>day of</b>	<b>Contract Number</b>
<b>Contract to commence</b>		
<b>(Member Agency to select)</b>	<b>Or</b>	<b>March 1, 2020</b>





## Part F.1 – Catalog Discount for Items in a Commercially Available Catalog

### AEPA #020-D Facility Management Software

**Bidding Company Name:**

*Dude Solutions, Inc.*

**Name of Catalog:**

(This must be the catalog in effect as of the bid date)

*Education Catalog (effective from contract award date)*

Note: Groupings to be defined by Bidder and can be by sub-category, manufacturer, etc.

**Part F.1 is a REQUIRED FORM**

No.	Grouping of Discount	Discount Offered for This Grouping	Comments
1	Asset Essentials	15%	See Exhibit E for Education Price Catalog
2	Asset Essentials Inventory	15%	See Exhibit E for Education Price Catalog
3	AE - Connector Toolkit	15%	See Exhibit E for Education Price Catalog
4	AE- Connector Toolkit Training	5%	See Exhibit E for Education Price Catalog
5	GIS Asset Management	15%	See Exhibit E for Education Price Catalog
6	GIS Asset Management Training	5%	See Exhibit E for Education Price Catalog
7	MaintenanceEssentialsPro	15%	See Exhibit E for Education Price Catalog
8	MaintenanceEssentialsPro QuickStart	10%	See Exhibit E for Education Price Catalog
9	InventoryDirect	15%	See Exhibit E for Education Price Catalog
10	InventoryDirect QuickStart	10%	See Exhibit E for Education Price Catalog
11	Connect Authenticate	15%	See Exhibit E for Education Price Catalog
12	Connect Authenticate Activation Fee	10%	See Exhibit E for Education Price Catalog
13	CriticalAlarmAutomation	15%	See Exhibit E for Education Price Catalog
14	Critical Alarm Automation Quick Start	10%	See Exhibit E for Education Price Catalog
15	CapitalForecastDirect	15%	See Exhibit E for Education Price Catalog
16	CapitalForecastDirect QuickStart	10%	See Exhibit E for Education Price Catalog
17	Asset Essentials Capital Forecast	15%	See Exhibit E for Education Price Catalog
18	Asset Essentials Enterprise	15%	See Exhibit E for Education Price Catalog
19	Asset Essentials Enterprise Connector Toolkit	15%	See Exhibit E for Education Price Catalog
20	Enterprise Multi-Site	15%	See Exhibit E for Education Price Catalog
21	Custom User	15%	See Exhibit E for Education Price Catalog
22	Energy Manager Standard	15%	See Exhibit E for Education Price Catalog
23	Energy Manager Pro	15%	
24	Energy Manager Public Dashboard	15%	See Exhibit E for Education Price Catalog
25	Utility Bill Population	5%	See Exhibit E for Education Price Catalog
26	Interval Data Recording	5%	See Exhibit E for Education Price Catalog
27	Interval Data Recording Ongoing Management	5%	See Exhibit E for Education Price Catalog
28	Historical Utility Bill Population	5%	See Exhibit E for Education Price Catalog
29	Energy Manager Optional Services	5%	See Exhibit E for Education Price Catalog
30	HelpDesk	15%	See Exhibit E for Education Price Catalog
31	HelpDesk QuickStart	10%	See Exhibit E for Education Price Catalog
32	Insight	15%	See Exhibit E for Education Price Catalog
33	Insight QuickStart	10%	See Exhibit E for Education Price Catalog
34	Event Manager - Basic	15%	See Exhibit E for Education Price Catalog
35	Event Manager - Basic QuickStart	10%	See Exhibit E for Education Price Catalog
36	Event Manager - Professional	15%	See Exhibit E for Education Price Catalog
37	Event Manager - Professional QuickStart	10%	See Exhibit E for Education Price Catalog
38	Event Manager - Premium	15%	See Exhibit E for Education Price Catalog
39	Event Manager - Premium QuickStart	10%	See Exhibit E for Education Price Catalog
40	On Additional EP Site	15%	See Exhibit E for Education Price Catalog
41	Pack of 10	15%	See Exhibit E for Education Price Catalog
42	Pack of 20	15%	See Exhibit E for Education Price Catalog

43	External Calendar Import Tool	15%	See Exhibit E for Education Price Catalog
44	External Calendar Import Tool QuickStart	10%	See Exhibit E for Education Price Catalog
45	Event Manager SSL Certifications	15%	See Exhibit E for Education Price Catalog
46	Event Manager SSL Certifications Setup Fee	10%	See Exhibit E for Education Price Catalog
47	Non-Preferred Payment Vendor	15%	See Exhibit E for Education Price Catalog
48	Connect Athletics Integration	15%	See Exhibit E for Education Price Catalog
49	Connect Athletics QuickStart	10%	See Exhibit E for Education Price Catalog
50	Event Essentials Pro	15%	See Exhibit E for Education Price Catalog
51	Event Essentials Pro QuickStart	10%	See Exhibit E for Education Price Catalog
52	EP Activation Fee	10%	See Exhibit E for Education Price Catalog
53	ConnectAtheletics	15%	See Exhibit E for Education Price Catalog
54	FSAutomation	15%	See Exhibit E for Education Price Catalog
55	FSAutomation QuickStart	10%	See Exhibit E for Education Price Catalog
56	Event Publisher Additional Sites	15%	See Exhibit E for Education Price Catalog
57	External Catalog Integration	15%	See Exhibit E for Education Price Catalog
58	Event Publisher Additional Sites	15%	See Exhibit E for Education Price Catalog
59	Event Publisher	15%	See Exhibit E for Education Price Catalog
60	Event Publisher QuickStart	10%	See Exhibit E for Education Price Catalog
61	Event Publisher Activation Fee	10%	See Exhibit E for Education Price Catalog
62	TripDirect	15%	See Exhibit E for Education Price Catalog
63	TripDirect QuickStart	10%	See Exhibit E for Education Price Catalog
64	DSI Services	5%	See Exhibit E for Education Price Catalog
65	Vendor Services	3%	See Exhibit E for Education Price Catalog
66	MaintenanceDirect Pro Renewals	15%	See Exhibit E for Education Price Catalog
67	MaintenanceDirect Renewals	15%	See Exhibit E for Education Price Catalog
68	PMDirect Renewals	15%	See Exhibit E for Education Price Catalog
69	MySchoolDude Renewals	15%	See Exhibit E for Education Price Catalog
70	FSDirect Pro Renewals	15%	See Exhibit E for Education Price Catalog
71	FSDirect Renewals	15%	See Exhibit E for Education Price Catalog
72	CommunityUse Renewals	15%	See Exhibit E for Education Price Catalog
73	Active Data Calendar Renewals	15%	See Exhibit E for Education Price Catalog
74	UtilityEssentials Renewals	15%	See Exhibit E for Education Price Catalog
75	UtilityDirect Renewals	15%	See Exhibit E for Education Price Catalog
76	ConserveDirect Renewals	15%	See Exhibit E for Education Price Catalog
77	MDM Renewals	15%	See Exhibit E for Education Price Catalog
78	CrisisManager Renewals	15%	See Exhibit E for Education Price Catalog
79	CrisisManager Extended Renewals	15%	See Exhibit E for Education Price Catalog
80	Safety Center Renewals	15%	See Exhibit E for Education Price Catalog
81	Safety Center Extended Renewals	15%	See Exhibit E for Education Price Catalog
82	People and Contact Sync Renewals	15%	See Exhibit E for Education Price Catalog
83	Everbridge Sync Renewals	15%	See Exhibit E for Education Price Catalog
84	Connect GIS Renewals	15%	See Exhibit E for Education Price Catalog
85	Incident Renewals	15%	See Exhibit E for Education Price Catalog
86	EnergyManager Renewals	15%	See Exhibit E for Education Price Catalog
87	UBAS Renewals	5%	See Exhibit E for Education Price Catalog



## Part F.1 – Catalog Discount for Items in a Commercially Available Catalog

### AEPA #020-D Facility Management Software

**Bidding Company Name:**

*Dude Solutions, Inc.*

**Name of Catalog:**

(This must be the catalog in effect as of the bid date)

*Government Catalog (effective from contract award date)*

Note: Groupings to be defined by Bidder and can be by sub-category, manufacturer, etc.

**Part F.1 is a REQUIRED FORM**

No.	Grouping of Discount	Discount Offered for This Grouping	Comments
1	Asset Essentials	15%	See Exhibit F for Government Price Catalog
2	Asset Essentials Workflow Module	15%	See Exhibit F for Government Price Catalog
3	Asset Essentials Pro	15%	See Exhibit F for Government Price Catalog
4	Asset Essentials Pro Workflow Module	15%	See Exhibit F for Government Price Catalog
5	Asset Essentials Inventory	15%	See Exhibit F for Government Price Catalog
6	AE - Connector Toolkit	15%	See Exhibit F for Government Price Catalog
7	AE - CapitalForecast	15%	See Exhibit F for Government Price Catalog
8	Asset Essentials Enterprise	15%	See Exhibit F for Government Price Catalog
9	Asset Essentials Connector Toolkit Training	5%	See Exhibit F for Government Price Catalog
10	Asset Essentials Import	5%	See Exhibit F for Government Price Catalog
11	AE - Mapping	15%	See Exhibit F for Government Price Catalog
12	AE GIS Asset Management	15%	See Exhibit F for Government Price Catalog
13	AE Safety	15%	See Exhibit F for Government Price Catalog
14	AE Basic Multi Site	15%	See Exhibit F for Government Price Catalog
15	AE Machine Operators/TPM Users	15%	See Exhibit F for Government Price Catalog
16	AE Enterprise Multi Site	15%	See Exhibit F for Government Price Catalog
17	AE Custom User	15%	See Exhibit F for Government Price Catalog
18	Asset Import	5%	See Exhibit F for Government Price Catalog
19	Parts Import	5%	See Exhibit F for Government Price Catalog
20	Users Import	5%	See Exhibit F for Government Price Catalog
21	Locations Import	5%	See Exhibit F for Government Price Catalog
22	PM Creation/WO Import	5%	See Exhibit F for Government Price Catalog
23	Energy Manager	15%	See Exhibit F for Government Price Catalog
24	Energy Manager Public Dashboard	15%	See Exhibit F for Government Price Catalog
25	Utility Bill Population	5%	See Exhibit F for Government Price Catalog
26	Interval Data Recording	5%	See Exhibit F for Government Price Catalog
27	Interval Data Recording Ongoing Management	5%	See Exhibit F for Government Price Catalog
28	Energy Manager Training and Database Structure Setup	5%	See Exhibit F for Government Price Catalog
29	Historical Utility Bill Population	5%	See Exhibit F for Government Price Catalog
30	ESTAR Sync Setup	5%	See Exhibit F for Government Price Catalog
31	Cost Avoidance Setup	5%	See Exhibit F for Government Price Catalog
32	Utility Bill Import Setup	5%	See Exhibit F for Government Price Catalog
33	HelpDesk	15%	See Exhibit F for Government Price Catalog
34	HelpDesk QuickStart	10%	See Exhibit F for Government Price Catalog
35	Insight	15%	See Exhibit F for Government Price Catalog
36	Insight QuickStart	10%	See Exhibit F for Government Price Catalog
37	Connect Authenticate Activation Fee	10%	See Exhibit F for Government Price Catalog
38	Event Manager - Basic	15%	See Exhibit F for Government Price Catalog
39	Event Manager - Professional	15%	See Exhibit F for Government Price Catalog
40	Event Manager - Premium	15%	See Exhibit F for Government Price Catalog
41	One Additional Event Manager Site	15%	See Exhibit F for Government Price Catalog

42	Pack of 10 Sites	15%	See Exhibit F for Government Price Catalog
43	Pack of 20 Sites	15%	See Exhibit F for Government Price Catalog
44	External Calendar Import Tool	15%	See Exhibit F for Government Price Catalog
45	External Calendar Import Tool Quick Start	10%	See Exhibit F for Government Price Catalog
46	Non-Preferred Payment Vendor	15%	See Exhibit F for Government Price Catalog
47	Event Manager SSL Certificates	15%	See Exhibit F for Government Price Catalog
48	Event Manager SSL Certificates Seup	10%	See Exhibit F for Government Price Catalog
49	SmartGov User License	15%	See Exhibit F for Government Price Catalog
50	SmartGov Public Portal	15%	See Exhibit F for Government Price Catalog
51	SmartGov Connectors	15%	See Exhibit F for Government Price Catalog
52	Smart Gov Add On Professional Services	5%	See Exhibit F for Government Price Catalog
53	Services, Etc.	5%	See Exhibit F for Government Price Catalog
54	Vendor Services	3%	See Exhibit F for Government Price Catalog
55	M311 Renewals	15%	See Exhibit F for Government Price Catalog
56	Maintenance Edge Renewals	15%	See Exhibit F for Government Price Catalog
57	InventoryEdge Renewals	15%	See Exhibit F for Government Price Catalog
58	Critical Alarm Renewals	15%	See Exhibit F for Government Price Catalog
59	Capital Forecast Renewals	15%	See Exhibit F for Government Price Catalog
60	Connect GIS Renewals	15%	See Exhibit F for Government Price Catalog
61	Safety Center Renewals	15%	See Exhibit F for Government Price Catalog
62	People & Contact Sync Renewals	15%	See Exhibit F for Government Price Catalog
63	Everbridge Sync	15%	See Exhibit F for Government Price Catalog
64	Event Publisher Renewals	15%	See Exhibit F for Government Price Catalog
65	MDM Renewals	15%	See Exhibit F for Government Price Catalog
66	Incident Renewals	15%	See Exhibit F for Government Price Catalog
67	Facility Schedule Renewals	15%	See Exhibit F for Government Price Catalog
68	Utility Trac Renewals	15%	See Exhibit F for Government Price Catalog



**EXHIBIT E**

**Dude Solutions, Inc.**

**Education Price Book**

# Education Price Book | Work & Asset

				Asset Essentials   Base Solution & Add-Ons							MaintenanceEssentialsPro   Base Solution & Add-Ons								Other Solutions	
Student Range		Square Footage		Asset Essentials AEss-EDU	Asset Essentials Inventory AEss-EDU-Inv	Connector Toolkit AEss-GovCTK	Connector Toolkit Training (per Day) AEssCTT	GIS Asset Management AEssGISAMPop	GIS Asset Management Training (per Day) AEssGISAMTra		MaintenanceEssentialsPro <sup>(2)</sup> MNESPro	MaintenanceEssentialsPro <sup>(2)</sup> MNESProQS	InventoryDirect ID	InventoryDirect ID-QS	CriticalAlarmAutomation CAA	CriticalAlarmAutomation CAA-QS	ConnectAuthenticate CT-AU	ConnectAuthenticate CT-AU-QS	CapitalForecastDirect CFD	CapitalForecastDirect CFDQS
Min	Max	Min	Max	Base Solution	Add-On	Add-On	One-Time Service <sup>(1)</sup>	Add-On	One-Time Service <sup>(1)</sup>		Base Solution	QuickStart	Add-On	QuickStart	Add-On	QuickStart	Annual	Activation Fee	Base / Add-On	QuickStart
Public K-12																				
0	499	--	--	\$ 2,195	\$ 623	\$ 629	\$ 1,260	\$ 599	\$ 1,260	\$ 1,913	\$ 1,208	\$ 568	\$ 672	\$ 595	\$ 872	\$ 761	\$ 578	\$ 689	\$ 530	
500	1,199	--	--	3,311	1,070	898	1,260	898	1,260	2,878	1,743	861	1,036	872	761	578	1,202	835	1,202	835
1,200	2,999	--	--	4,643	1,825	1,323	1,260	1,260	1,260	4,035	2,216	1,665	1,171	1,781	872	761	578	1,615	1,202	
3,000	4,999	--	--	7,779	3,153	2,222	1,260	2,116	1,260	6,764	2,384	2,878	1,349	3,054	1,496	761	578	3,346	1,349	
5,000	7,499	--	--	10,719	4,371	3,060	1,260	2,914	1,260	9,322	2,662	3,996	1,675	4,250	2,079	761	578	4,691	1,675	
7,500	9,999	--	--	15,154	6,951	4,327	1,260	4,121	1,260	11,919	3,082	5,127	2,069	5,458	2,667	761	578	6,025	1,979	
10,000	14,999	--	--	18,702	8,384	5,341	1,260	5,087	1,260	14,746	3,764	6,312	2,378	6,708	3,281	761	578	7,370	2,321	
15,000	19,999	--	--	22,192	9,900	6,340	1,260	6,038	1,260	17,436	4,531	7,431	2,825	7,905	3,864	761	578	8,705	2,972	
20,000	24,999	--	--	26,852	11,544	7,673	1,260	7,308	1,260	20,540	6,011	8,577	3,376	9,129	4,457	761	578	10,050	3,675	
25,000	29,999	--	--	32,142	14,205	9,184	1,260	8,747	1,260	23,858	7,891	9,978	4,704	10,628	5,192	761	578	11,731	5,119	
30,000	39,999	--	--	40,506	16,965	11,571	1,260	11,020	1,260	29,613	10,374	11,964	6,463	11,786	5,754	761	578	13,070	6,878	
40,000	49,999	--	--	45,338	19,553	12,955	1,260	12,338	1,260	32,281	12,437	12,166	7,964	12,960	6,326	761	578	14,415	8,468	
50,000	59,999	--	--	52,314	21,945	14,945	1,260	14,233	1,260	37,039	14,548	13,473	9,114	14,333	7,004	761	578	15,749	9,912	
60,000	69,999	--	--	58,257	24,900	16,648	1,260	15,855	1,260	41,003	16,433	15,132	10,490	16,080	7,854	761	578	17,023	11,340	
70,000	79,999	--	--	66,089	27,861	18,880	1,260	17,981	1,260	46,184	18,958	16,643	12,012	17,696	8,636	761	578	19,533	13,398	
80,000	89,999	--	--	72,722	31,360	20,776	1,260	19,787	1,260	49,823	21,809	18,152	14,075	19,299	9,429	761	578	21,780	15,677	
90,000	99,999	--	--	81,839	34,635	23,385	1,260	22,271	1,260	55,010	25,552	19,663	15,908	20,909	10,211	761	578	23,985	17,525	
> 100,000	--	--	--	Custom	Custom	Custom	Custom	Custom	Custom	Custom	Custom	Custom	Custom	Custom	Custom	Custom	Custom	Custom	Custom	Custom
College, University, Community College, Higher Education w/ Housing, Private Boarding																				
0	499	0	100,000	\$ 3,153	\$ 1,323	\$ 943	\$ 1,260	\$ 898	\$ 1,260	\$ 2,878	\$ 1,743	\$ 1,208	\$ 861	\$ 1,208	\$ 872	\$ 761	\$ 578	\$ 1,208	\$ 835	
500	1,199	100,000	240,000	4,422	1,825	1,323	1,260	1,260	1,260	4,035	2,216	1,665	1,171	1,781	872	761	578	1,615	1,202	
1,200	2,999	240,000	600,000	7,409	3,153	2,222	1,260	2,116	1,260	6,764	2,384	2,878	1,349	3,054	1,496	761	578	3,346	1,349	
3,000	4,999	600,000	875,000	11,537	5,480	3,462	1,260	3,297	1,260	9,322	2,662	3,996	1,675	4,250	2,079	761	578	4,691	1,675	
5,000	7,499	875,000	1,000,000	14,432	6,951	4,327	1,260	4,121	1,260	11,919	3,082	5,127	2,069	5,463	2,667	761	578	6,025	1,979	
7,500	9,999	1,000,000	1,400,000	17,811	8,384	5,341	1,260	5,087	1,260	14,746	3,764	6,312	2,378	6,720	3,276	761	578	7,370	2,321	
10,000	14,999	1,400,000	2,100,000	21,135	9,895	6,340	1,260	6,038	1,260	17,436	4,531	7,426	2,825	7,905	3,864	761	578	8,705	2,972	
15,000	19,999	2,100,000	2,800,000	26,019	11,544	7,806	1,260	7,434	1,260	21,014	6,011	8,577	3,376	9,134	4,468	761	578	10,050	3,675	
20,000	24,999	2,800,000	3,500,000	31,058	14,205	9,317	1,260	8,873	1,260	24,326	7,891	9,978	4,704	10,628	5,192	761	578	11,731	5,119	
25,000	29,999	3,500,000	4,200,000	36,620	16,995	10,986	1,260	10,463	1,260	27,557	10,374	11,064	6,463	11,786	5,759	761	578	13,070	6,878	
30,000	39,999	--	--	42,689	19,553	12,806	1,260	12,196	1,260	31,764	12,437	12,166	7,964	12,960	6,332	761	578	14,415	8,468	
> 40,000	--	--	--	Custom	Custom	Custom	Custom	Custom	Custom	Custom	Custom	Custom	Custom	Custom	Custom	Custom	Custom	Custom	Custom	Custom
Private Schools (Non-Boarding)																				
0	499	--	--	\$ 2,090	\$ 1,323	\$ 629	\$ 1,260	\$ 599	\$ 1,260	\$ 1,913	\$ 1,239	\$ 1,208	\$ 987	\$ 1,208	\$ 914	\$ 761	\$ 578	\$ 1,208	\$ 578	
500	1,199	--	--	3,291	2,084	987	1,260	940	1,260	3,004	1,796	1,208	877	1,367	914	761	578	1,367	861	
1,200	2,999	--	--	6,196	2,867	1,857	1,260	1,769	1,260	4,101	2,289	1,742	1,208	1,857	950	761	578	1,693	1,239	
3,000	4,999	--	--	9,217	4,261	2,768	1,260	2,636	1,260	7,095	2,457	3,004	1,402	3,209	1,643	761	578	3,501	1,402	
5,000	7,499	--	--	12,045	5,711	3,616	1,260	3,444	1,260	9,758	2,751	4,179	1,733	4,449	2,284	761	578	4,907	1,733	
7,500	9,999	--	--	15,087	7,244	4,526	1,260	4,310	1,260	12,492	3,192	5,358	2,137	5,723	2,935	761	578	6,312	2,053	
> 10,000	--	--	--	Use K-12	Use K-12	Use K-12	Use K-12	Use K-12	Use K-12	Use K-12	Use K-12	Use K-12	Use K-12	Use K-12	Use K-12	Use K-12	Use K-12	Use K-12	Use K-12	Use K-12

(1) Required if the customer purchases the Connector Toolkit subscription product  
(2) MaintenanceEssentialsPro is a bundle comprised of MaintenanceDirect (MD), PMDDirect (PMD), and MySchoolDude (CD); purchase of ConnectAuthenticate, a single sign-on solution, is required with MaintenanceEssentialsPro  
\*Agency specific administrative fees may apply. In some cases, administrative fees will be applied to the discount shown.

Block Name	Users	Asset Essentials   Base Solution & Add-Ons			
		Asset Essentials <sup>(1) (2)</sup>		Asset Essentials Capital Forecast	
		Asset	Connector Toolkit	AE GIS Asset Management	
		Aess	AEss-Connect	AEssUser-GISAMPop	Aess-CapF
		Base Solution	Add-On	Add-On	Add-On
		Per User	Per User	Per User	Per User

(1) Workflow modules and Asset Essentials Inventory included in base solution

(1) Required if the customer purchases the Connector Toolkit subscription product

\*Agency specific administrative fees may apply. In some cases, administrative fees will be applied to the discount shown.

[illegible]

# Education Price Book | Energy

Energy Manager   Base Solution & Add-Ons												
						Utility Bill Population				ENMGR-IDROM		
						Utility Bill Population - UBPM <sup>(3)</sup>	Utility Bill Population - UBPM <sup>(3)</sup>	Utility Bill Population - UBPM Modular Building <sup>(4)</sup>	Utility Bill Population - UBPM Modular Building <sup>(4)</sup>	Interval Data Recording Ongoing Management <sup>(5)</sup>		
Student Range		Square Footage		ENMGR-Standard	ENMGR-Pro	ENMGR-PDB Public Dashboard <sup>(2)</sup>	Block Account Pricing	Block Account Pricing	Block Account Pricing	Block Account Pricing	Block Account Pricing	Block Account Pricing
Min	Max	Min	Max	Base Solution	Base Solution	Add-On	Add-On	Add-On	Add-On	Add-On	Add-On	Add-On
Public K-12												
0	499	--	--	\$ 1,568	\$ 3,135	\$ 315	\$ 315	\$ 630	\$ 63	\$ 126	\$ 960	
500	1,199	--	--	2,049	4,099	578	315	630	63	126	960	
1,200	2,999	--	--	3,095	6,191	893	315	630	63	126	960	
3,000	4,999	--	--	4,075	8,150	1,260	315	630	63	126	960	
5,000	7,499	--	--	4,900	9,801	1,470	315	630	63	126	960	
7,500	9,999	--	--	6,206	12,412	1,680	315	630	63	126	960	
10,000	14,999	--	--	7,303	14,605	2,415	315	630	63	126	960	
15,000	19,999	--	--	8,454	16,908	2,625	315	630	63	126	960	
20,000	24,999	--	--	9,973	19,947	2,783	315	630	63	126	960	
25,000	29,999	--	--	11,938	23,877	2,940	315	630	63	126	960	
30,000	39,999	--	--	13,116	26,232	3,150	315	630	63	126	960	
40,000	49,999	--	--	14,681	29,362	3,360	315	630	63	126	960	
50,000	59,999	--	--	15,943	31,887	3,570	315	630	63	126	960	
60,000	69,999	--	--	17,200	34,399	3,780	315	630	63	126	960	
70,000	79,999	--	--	20,141	40,283	3,990	315	630	63	126	960	
80,000	89,999	--	--	22,163	44,326	4,200	315	630	63	126	960	
90,000	99,999	--	--	24,941	49,883	4,410	315	630	63	126	960	
> 100,000	--	--	--	Custom	Custom	Custom	Custom	Custom	Custom	Custom	Custom	

## College, University, Community College, Higher Education w/ Housing, Private Boarding

0	499	0	100,000	\$ 2,192	\$ 3,288
500	1,199	100,000	240,000	3,032	4,548
1,200	2,999	240,000	600,000	4,092	6,139
3,000	4,999	600,000	875,000	4,945	7,417
5,000	7,499	875,000	1,000,000	6,185	9,278
7,500	9,999	1,000,000	1,400,000	7,294	10,941
10,000	14,999	1,400,000	2,100,000	8,454	12,681
15,000	19,999	2,100,000	2,800,000	9,912	14,868
20,000	24,999	2,800,000	3,500,000	11,832	17,747
25,000	29,999	3,500,000	4,200,000	13,253	19,879
30,000	39,999	--	--	14,636	21,954
> 40,000	--	--	--	Custom	Custom

## Private Schools (Non-Boarding)

0	499	--	--	\$ 1,493	\$ 2,612
500	1,199	--	--	2,037	3,565
1,200	2,999	--	--	4,131	7,229
3,000	4,999	--	--	3,862	6,759
5,000	7,499	--	--	4,818	8,431
7,500	9,999	--	--	6,179	10,813
> 10,000	--	--	--	Use K-12	Use K-12

## EDU by Accounts

Active Accounts				ENMGR-UBP-NPK12			
--	--	0	20	N/A	N/A	\$ 158	\$ 1,323
--	--	21	40	N/A	N/A	263	2,646
--	--	41	60	N/A	N/A	368	5,292
--	--	61	80	N/A	N/A	473	7,638
--	--	81	100	N/A	N/A	578	10,584
--	--	101	150	N/A	N/A	788	13,230
--	--	151	200	N/A	N/A	998	19,845
--	--	201	250	N/A	N/A	1,208	26,460
--	--	251	300	N/A	N/A	1,365	33,075
--	--	301	400	N/A	N/A	1,418	39,690
--	--	401	500	N/A	N/A	1,470	52,920
--	--	501	600	N/A	N/A	1,575	66,150
--	--	601	800	N/A	N/A	1,995	79,380
--	--	801	1,000	N/A	N/A	2,310	105,840
--	--	1,001	1,250	N/A	N/A	2,730	132,300
--	--	1,251	1,500	N/A	N/A	2,940	165,375
--	--	1,501	1,750	N/A	N/A	3,150	198,450
--	--	1,751	2,000	N/A	N/A	3,360	231,525
--	--	> 2,000	--	Custom	N/A	Custom	264,600
--	--	--	--	Custom	Custom	Custom	Custom

- (1) 1 Account = 1 Utility Bill or 1 Sub-Meter or 1 Virtual Meter  
(2) Public Dashboards are only available with UBPM or Self Perform Energy Manager, not with UBPM  
(3) Assumption for UBP Public K12: 1 school = 5 accounts; 1 school = all buildings of 1 high school or 1 middle school or 1 elementary school  
(4) Independently metered modular buildings need to be counted by utility account for historical bill population, UBPM, and UBPM services  
(5) IDR Ongoing Management Service fees range from \$10 - \$40 per meter monthly; prices will be categorized by utility provider and price varies depending on how the utility or client smart meter provides the interval data

				Optional Services			
				ENMGR-CAS			
				ENMGR-UBIS			
Student Range		Active Accounts <sup>(1)</sup>		Historical Utility Bill Population	Cost	Utility Bill	Import Setup
Min	Max	Min	Max	HUBP <sup>(3)</sup>	Avoidance Setup	Import Setup	Import Setup
				(per School per Historical Year)	(per Facility)	(per File)	(per File)
				One-Time Services	One-Time Services	One-Time Services	One-Time Services

## Public K-12

0	499	--	--	\$ 100	\$ 25	N/A	\$ 75	\$ 100	\$ 750
500	1,199	--	--	100	25	N/A	75	100	750
1,200	2,999	--	--	100	25	N/A	75	100	750
3,000	4,999	--	--	100	25	N/A	75	100	750
5,000	7,499	--	--	100	25	N/A	75	100	750
7,500	9,999	--	--	100	25	N/A	75	100	750
10,000	14,999	--	--	100	25	N/A	75	100	750
15,000	19,999	--	--	100	25	N/A	75	100	750
20,000	24,999	--	--	100	25	N/A	75	100	750
25,000	29,999	--	--	100	25	N/A	75	100	750
30,000	39,999	--	--	100	25	N/A	75	100	750
40,000	49,999	--	--	100	25	N/A	75	100	750
50,000	59,999	--	--	100	25	N/A	75	100	750
60,000	69,999	--	--	100	25	N/A	75	100	750
70,000	79,999	--	--	100	25	N/A	75	100	750
80,000	89,999	--	--	100	25	N/A	75	100	750
90,000	99,999	--	--	100	25	N/A	75	100	750
> 100,000	--	--	--	Custom	Custom	Custom	Custom	Custom	Custom

## Other Education

--	--	0	20	N/A	N/A	\$ 400	\$ 75	\$ 100	\$ 750
--	--	21	40	N/A	N/A	800	75	100	750
--	--	41	60	N/A	N/A	1,200	75	100	750
--	--	61	80	N/A	N/A	1,600	75	100	750
--	--	81	100	N/A	N/A	2,000	75	100	750
--	--	101	150	N/A	N/A	3,000	75	100	750
--	--	151	200	N/A	N/A	4,000	75	100	750
--	--	201	250	N/A	N/A	5,000	75	100	750
--	--	251	300	N/A	N/A	6,000	75	100	750
--	--	301	400	N/A	N/A	8,000	75	100	750
--	--	401	500	N/A	N/A	10,000	75	100	750
--	--	501	600	N/A	N/A	12,000	75	100	750
--	--	601	800	N/A	N/A	16,000	75	100	750
--	--	801	1,000	N/A	N/A	20,000	75	100	750
--	--	1,001	1,250	N/A	N/A	25,000	75	100	750
--	--	1,251	1,500	N/A	N/A	30,000	75	100	750
--	--	1,501	1,750	N/A	N/A	35,000	75	100	750
--	--	1,751	2,000	N/A	N/A	40,000	75	100	750
--	--	> 2,000	--	Custom	Custom	Custom	Custom	Custom	Custom

- (1) 1 Account = 1 Utility Bill or 1 Sub-Meter or 1 Virtual Meter  
(3) Assumption for UBP Public K12: 1 school = 5 accounts; 1 school = all buildings of 1 high school or 1 middle school or 1 elementary school  
(4) Modular buildings need to be counted separately for historical bill population, but not for ongoing UBP services  
(5) Streetlight Accounts cannot be combined for pricing for Historical Bill Entry or Bill Processing (Setup & Annual); Streetlight Accounts can be combined for pricing for EM Self Service customers as 1 Account  
(6) IDR Setup fees range from \$300 - \$500 per meter one-time; these prices are good only if the utility's smart meters exist (must verify a client's smart meter if not provided by utility); required if client purchases an Interval Data Recording subscription solution  
\*Agency specific administrative fees may apply. In some cases, administrative fees will be applied to the discount shown.

## Education Price Book | Technology

				Insight		Help Desk		ConnectAuthenticate
Student Range		Square Footage		TEINS	TEINS-QS	TEHPDK	TEHPDKQS	CT-AU-QS
Min	Max	Min	Max	Base Solution	QuickStart	Base Solution	QuickStart	Activation Fee

### Public K-12

0	499	--	--	\$ 1,367	\$ 410	\$ 780	\$ 500	\$ 578
500	1,199	--	--	1,566	431	1,090	900	578
1,200	2,999	--	--	3,065	1,334	1,390	1,190	578
3,000	4,999	--	--	6,152	1,943	3,120	1,330	578
5,000	7,499	--	--	9,228	2,562	4,340	1,520	578
7,500	9,999	--	--	12,282	3,266	5,580	1,810	578
10,000	14,999	--	--	16,703	5,093	6,820	2,220	578
15,000	19,999	--	--	19,272	6,741	8,060	2,670	578
20,000	24,999	--	--	22,954	8,400	9,290	3,550	578
25,000	29,999	--	--	25,975	11,655	10,850	4,760	578
30,000	39,999	--	--	28,985	14,795	12,090	6,560	578
40,000	49,999	--	--	32,337	18,617	13,330	8,070	578
50,000	59,999	--	--	35,015	22,565	14,290	9,440	578
60,000	69,999	--	--	39,536	26,429	15,430	10,810	578
70,000	79,999	--	--	44,067	30,293	18,090	12,680	578
80,000	89,999	--	--	48,411	34,167	19,760	14,850	578
90,000	99,999	--	--	51,906	38,031	21,760	16,860	578
> 100,000	--	--	--	Custom	Custom	Custom	Custom	Custom

### College, University, Community College, Higher Education w/ Housing, Private Boarding

0	499	0	100,000	\$ 1,489	\$ 420	\$ 1,050	\$ 780	\$ 578
500	1,199	100,000	240,000	2,911	1,271	1,320	1,050	578
1,200	2,999	240,000	600,000	5,855	1,848	2,970	1,270	578
3,000	4,999	600,000	875,000	8,787	2,436	4,130	1,440	578
5,000	7,499	875,000	1,000,000	11,698	3,108	5,310	1,720	578
7,500	9,999	1,000,000	1,400,000	15,898	4,841	6,490	2,110	578
10,000	14,999	1,400,000	2,100,000	18,346	6,416	7,670	2,540	578
15,000	19,999	2,100,000	2,800,000	21,863	8,001	8,850	3,380	578
20,000	24,999	2,800,000	3,500,000	24,730	11,099	10,330	4,530	578
25,000	29,999	3,500,000	4,200,000	27,596	14,081	11,510	6,240	578
30,000	39,999	--	--	30,793	17,735	12,700	7,680	578
> 40,000	--	--	--	Custom	Custom	Custom	Custom	Custom

### Private Schools (Non-Boarding)

0	499	--	--	\$ 1,357	\$ 420	\$ 1,050	\$ 490	\$ 578
500	1,199	--	--	1,555	441	1,180	890	578
1,200	2,999	--	--	3,054	1,323	1,460	1,170	578
3,000	4,999	--	--	6,130	1,943	3,120	1,320	578
5,000	7,499	--	--	9,206	2,552	4,330	1,490	578
7,500	9,999	--	--	12,249	3,255	5,560	1,780	578
> 10,000	--	--	--	Use K-12	Use K-12	Use K-12	Use K-12	Use K-12

\*Agency specific administrative fees may apply. In some cases, administrative fees will be applied to the discount shown.

Education Price Book | Event Manager

Available for Professional & Premium Package only

Block Name		Population		Event Manager - Basic		Event Manager Professional		Event Manager Premium		One Additional EP Site		Pack of 10		Pack of 20		External Calendar Import Tool		Event Manager SSL Certifications		Non-Preferred Payment Vendor		Connect Athletics Integration <sup>1)</sup>	
		Min	Max	EVM-BASIC Sub.	EVM-BASIC-QS QuickStart	EVM-PROF Sub.	EVM-PROF-QS QuickStart	EVM-PREM Sub.	EVM-PREM-QS QuickStart	EVM-1Add Add-On	EVM-Pack10Add Add-On	EVM-Pack20Add Add-On	EVM-ECI Add-On	EVM-ECI-QS QuickStart	EVM-SSL Add-On	EVM-SSL-Setup Setup Fee (one time)	see notes for product code Add-on	EVM-CAI Add-On	EVM-CAI-QS QuickStart				
Public K-12																							
Public K12 01	0	499	\$ 1,103	\$ 835	\$ 1,544	\$ 1,050	\$ 1,874	\$ 1,365	368	3,150	\$ 5,250	\$ 210	\$ 105	\$ 105	\$ 263	\$ 2,100	\$ 210	\$ 105	\$ 210				
Public K12 02	500	1,199	1,544	998	2,426	1,575	3,197	2,205	368	3,150	5,250	294	147	105	263	2,100	294	105	294				
Public K12 03	1,200	2,999	2,426	1,155	4,079	1,995	5,513	2,835	368	3,150	5,250	462	231	105	263	2,100	462	105	231				
Public K12 04	3,000	4,999	3,087	1,470	5,402	2,415	7,487	3,360	368	3,150	5,250	588	294	105	263	2,100	588	105	294				
Public K12 05	5,000	7,499	3,749	1,785	7,056	2,730	10,253	3,675	368	3,150	5,250	714	357	105	263	2,100	714	105	357				
Public K12 06	7,500	9,999	4,631	2,205	9,041	3,150	13,120	3,990	368	3,150	5,250	882	441	105	263	2,100	882	105	441				
Public K12 07	10,000	14,999	5,513	2,625	11,025	3,570	16,207	4,515	368	3,150	5,250	1,050	525	105	263	2,100	1,050	105	525				
Public K12 08	15,000	19,999	6,284	2,993	12,899	4,200	19,294	5,355	368	3,150	5,250	1,197	599	105	263	2,100	1,197	105	599				
Public K12 09	20,000	24,999	7,387	3,518	15,104	5,040	22,491	6,510	368	3,150	5,250	1,407	704	105	263	2,100	1,407	105	704				
Public K12 10	25,000	29,999	8,710	4,148	17,750	6,510	26,350	8,825	368	3,150	5,250	1,659	830	105	263	2,100	1,659	105	830				
Public K12 11	30,000	39,999	9,812	4,673	20,086	7,245	29,768	9,870	368	3,150	5,250	1,869	935	105	263	2,100	1,869	105	935				
Public K12 12	40,000	49,999	10,694	5,093	21,834	8,252	32,524	12,810	368	3,150	5,250	2,037	1,019	105	263	2,100	2,037	105	1,019				
Public K12 13	50,000	59,999	11,687	5,565	23,814	10,080	35,390	14,595	368	3,150	5,250	2,226	1,113	105	263	2,100	2,226	105	1,113				
Public K12 14	60,000	69,999	12,589	5,985	25,578	11,550	38,036	17,010	368	3,150	5,250	2,394	1,197	105	263	2,100	2,394	105	1,197				
Public K12 15	70,000	79,999	14,884	7,088	30,319	13,335	45,092	19,530	368	3,150	5,250	2,835	1,418	105	263	2,100	2,835	105	1,418				
Public K12 16	80,000	89,999	15,986	7,613	32,744	15,225	48,620	22,785	368	3,150	5,250	3,045	1,523	105	263	2,100	3,045	105	1,523				
Public K12 17	90,000	99,999	18,467	8,794	37,595	17,010	55,897	25,200	368	3,150	5,250	3,518	1,759	105	263	2,100	3,518	105	1,759				
Public K12 18	> 100,000	--	Custom	Custom	Custom	Custom	Custom	Custom	Custom	Custom	Custom	Custom	Custom	Custom	Custom	Custom	Custom	Custom	Custom	Custom			
College, University, Community College, Higher Education w/Housing, Private Boarding																							
HE 01	0	499	\$ 1,544	\$ 998	\$ 2,426	\$ 1,575	\$ 3,197	\$ 2,205	\$ 368	\$ 3,150	\$ 5,250	\$ 294	\$ 147	\$ 105	\$ 263	\$ 2,100	\$ 294	\$ 105	\$ 294				
HE 02	500	1,199	2,426	1,155	4,079	1,995	5,513	2,835	368	3,150	5,250	462	231	105	263	2,100	462	105	231				
HE 03	1,200	2,999	3,087	1,470	5,402	2,415	7,487	3,360	368	3,150	5,250	588	294	105	263	2,100	588	105	294				
HE 04	3,000	4,999	3,749	1,785	7,056	2,730	10,253	3,675	368	3,150	5,250	714	357	105	263	2,100	714	105	357				
HE 05	5,000	7,499	4,631	2,205	9,041	3,150	13,120	3,990	368	3,150	5,250	882	441	105	263	2,100	882	105	441				
HE 06	7,500	9,999	5,513	2,625	11,025	3,570	16,207	4,515	368	3,150	5,250	1,050	525	105	263	2,100	1,050	105	525				
HE 07	10,000	14,999	6,284	2,993	12,899	4,200	19,294	5,355	368	3,150	5,250	1,197	599	105	263	2,100	1,197	105	599				
HE 08	15,000	19,999	7,387	3,518	15,104	5,040	22,491	6,510	368	3,150	5,250	1,407	704	105	263	2,100	1,407	105	704				
HE 09	20,000	24,999	8,710	4,148	17,750	6,510	26,350	8,825	368	3,150	5,250	1,659	830	105	263	2,100	1,659	105	830				
HE 10	25,000	29,999	9,812	4,673	20,086	7,245	29,768	9,870	368	3,150	5,250	1,869	935	105	263	2,100	1,869	105	935				
HE 11	30,000	39,999	10,694	5,093	21,834	8,252	32,524	12,810	368	3,150	5,250	2,037	1,019	105	263	2,100	2,037	105	1,019				
HE 12	> 40,000	--	Custom	Custom	Custom	Custom	Custom	Custom	Custom	Custom	Custom	Custom	Custom	Custom	Custom	Custom	Custom	Custom	Custom	Custom			
Private Schools (Non-Boarding)																							
Private K12 01	0	499	\$ 1,103	\$ 835	\$ 1,544	\$ 945	\$ 1,985	\$ 1,155	\$ 368	\$ 3,150	\$ 5,250	\$ 210	\$ 105	\$ 105	\$ 263	\$ 2,100	\$ 210	\$ 105	\$ 210				
Private K12 02	500	1,199	1,544	998	2,426	1,680	3,308	2,310	368	3,150	5,250	294	147	105	263	2,100	294	105	294				
Private K12 03	1,200	2,999	2,426	1,155	4,190	2,100	5,733	2,840	368	3,150	5,250	462	231	105	263	2,100	462	105	231				
Private K12 04	3,000	4,999	3,087	1,470	5,823	2,415	7,938	3,360	368	3,150	5,250	588	294	105	263	2,100	588	105	294				
Private K12 05	5,000	7,499	3,749	1,785	7,387	2,835	10,805	3,780	368	3,150	5,250	714	357	105	263	2,100	714	105	357				
Private K12 06	7,500	9,999	4,631	2,205	9,999	3,150	13,611	4,051	368	3,150	5,250	882	441	105	263	2,100	882	105	441				
Private K12 07	> 10,000	--	1E PUBLIC K12 PRICE BOOK																				

(1) Available for Professional & Premium packages only

Non Preferred vendor payment products:

TouchNet EVM-Tnet  
NC EVM-NC  
Trust Commerce EVM-Tcom  
Tempus EVM-Tem  
PayFlowPro EVM-PFPPro  
Authorize.Net eVM-Anet

Preferred vendor payment products that are free:  
PayPal EVM-PayPal  
Stripe EVM-Stripe

\*Agency specific administrative fees may apply. In some cases, administrative fees will be applied to the discount shown.

## Education Price Book | Event Essentials Pro

[illegible]

\*Agency specific administrative fees may apply. In some cases, administrative fees will be applied to the discount shown.

# Education Price Book | DSI Services Including Renewable

Training Packages			
Product Name	Type	Price	Notes
Classic Products One Day Onsite Training (ODOT)	Implementation & Consulting	\$1,680	Travel and lodging is not included and averages ~\$700
Consulting Service (Consulting)	Implementation & Consulting	\$1,260	Virtual Consulting Services
Asset Essentials Onsite Consulting - 1 Day Package	Implementation & Consulting	\$1,838	Travel and lodging included. Onsite package based on qualification questions. Asset Essentials Enterprise requires a custom quote.
1 Week (4 days) Onsite Consulting Package (FDOTP)	Implementation & Consulting	\$7,350	
DSI Custom Professional Services (DSI-CprServ)	Implementation & Consulting	Custom	Only to be used for E360 implementation
Success Services (SOS)	Implementation & Consulting	\$2,265	For BOCES only. This includes an allotment of \$600 for travel and living

Additional Services			
Product Name		Price	Notes
Report Writing for Custom DI Reports		Custom	
Dude Data Presentation (DDP)		Custom	Renewable Product. custom report built for client
Data Review (DatRev) Renewable service product		Custom	
Data Import - FacilitySchedule (DI-FSD)		Custom	Facility Schedule importing events/schedules into the FS product. Uses the locations, buildings, rooms, organizations, and org contact imports currently being performed by CSC but is a custom import based on the client data & the price is different for ea
Custom Data Change (CDataC)		Custom	
Custom Data Gathering (CustDG)		Custom	
Dude Automation Appliance (Computer, Setup, and Discovery) DAA-C1		Custom	
Dude Automation Appliance (Computer, Setup, and Discovery) DAA-C2		Custom	
Dude Automation Appliance-Virtual (License, Setup, and Discovery) DAA-V1		Custom	
Dude Automation Appliance-Virtual (License, Setup, and Discovery) DAA-V2		Custom	
Dude Automation Appliance-Virtual (License, Setup, and Discovery) DAA-V3		Custom	
Dude Automation Appliance (Device, Setup, and Discovery) DAA300		Custom	
Dude Automation Appliance (Device, Setup, and Discovery) DAA600		Custom	
Dude Automation Appliance (Device, Setup, and Discovery) DAA700		Custom	
Dude Data Mart-Maintenance (DDM-M)		Custom	This tool gives our client access to their data to push to various platforms for visualization (i.e. Tablo, Qlik, Coanos etc.).
Dude Data Mart-IT (DDM-IT)		Custom	This tool gives our client access to their data to push to various platforms for visualization (i.e. Tablo, Qlik, Coanos etc.).
Dude Data Mart-Inventory (DDM-IV)		Custom	This tool gives our client access to their data to push to various platforms for visualization (i.e. Tablo, Qlik, Coanos etc.).
Dude Data Mart-Events (DDM-EV)		Custom	This tool gives our client access to their data to push to various platforms for visualization (i.e. Tablo, Qlik, Coanos etc.).
Dude Data Mart-Energy (DDM-E)		Custom	This tool gives our client access to their data to push to various platforms for visualization (i.e. Tablo, Qlik, Coanos etc.).
Dude Data Mart-Capital Forecast (DDM-CP)		Custom	This tool gives our client access to their data to push to various platforms for visualization (i.e. Tablo, Qlik, Coanos etc.).

Travel Packages		
Product Name	Price	Notes
Travel and Living Expenses (T&L-Other)	\$700	No discount on travel packages
Travel and Living Expenses (T&L-Other-Flex)	\$600	No discount on travel packages
Travel and Living Expenses (T&L-West)	\$900	No discount on travel packages
Travel and Living Expenses (T&L-NC)	\$300	No discount on travel packages
Travel and Living Expenses (T&L-SC-VA)	\$400	No discount on travel packages
Travel and Living Expenses (T&L-AK-HI)	\$1,200	No discount on travel packages
Travel and Living Expenses (T&L-West-Flex)	\$700	No discount on travel packages

\*Agency specific administrative fees may apply. In some cases, administrative fees will be applied to the discount shown.



# Education Price Book | Vendor-Delivered Services

Vendor Delivered Services   Education				
Type	Description	Pricing Notes	Square Footage (Square Feet)	
			Under 75,000	Over 75,000
Facility Condition Assessments				
FCA - Standard Permanent Structures	Standard School		\$7,875	\$0.105 / Ft²
Finger Plan School (FPSFCA) (California Style Exterior Corridors)	Schools will receive one campus level report; individual buildings will be addressed as tables within the campus report		\$10,702	\$0.142695 / Ft²
Modulars (MSFCA) or Portable Classroom Structures	Permanent and modular structures have to be separated if applying to a standard school; standard schools will receive the base rate of \$0.065, while modular square footage uses \$0.090	Can be combined with above to achieve minimum	\$10,702	\$0.142695 / Ft²
FCA - Parking Deck (ParDeck)	Parking Deck Structures	Can be combined with above to achieve minimum	\$5,250	\$0.0735 / Ft²
Partner Data Import (IMP3rdFCA)	Data Imports for when DSI PDS Partners perform work directly with DSI Clients.		Custom	Custom
Facility Condition Assessment – Add'l Square Footage (FCAadd)	When a client wants to add additional square footage to FCA		Custom	Custom
Inventory Data Gathering				
Standard Data Gathering Scope of Work (Datag)			\$2,363	\$0.0315 / Ft²
Equipment Barcode Tagging (EquipTag)			\$1,181	\$0.01575 / Ft²
Preventive Maintenance				
PM Schedule Creation ( PMTask)	Preventive maintenance plan of equipment that requires routine service; deliverable is an Excel file imported to the client's DSI account		\$1,260	\$0.0105 / Ft² (\$1260 Min)
Other				
PM First Steps (PM1st)		Renews for \$788; includes biannual health check	\$0.021 / Ft² (\$2,000 Minimum)	\$0.021 / Ft² (\$2,000 Minimum)
ASHRAE Level II Energy Audit - FCA Adder			Custom	Custom

\*Agency specific administrative fees may apply. In some cases, administrative fees will be applied to the discount shown.

Maintenance		EXISTING RENEWALS ONLY. NOT AVAILABLE FOR NEW SALE																		
Student Range	Sq Footage Estimate	MaintenanceDirect Pro	MaintenanceDirect Pro QS	Maintenanc eDirect	PMDirect	My SchoolDude	FSDirect Pro	FSDirect	Community Use	Active Data Calendar (EEEM3)	Utility Essentials	UtilityDirect (UD)	ConserveDirect (CSD)	MDM (TEMMDM)	Crisis Manager (CrisisM)	Crisis Manager Extended (CrisisMX)	Safety Center (CrisisP)	Safety Center Extended (SCXNT)	People and Contact Sync (PaCS)	Everbridge Sync (EVBS)
0 - 499		\$ 1,075	\$ 977	\$ 662	\$ 314	\$ 265	\$ 1,306	\$ 872	\$ 326	Custom	\$ 1,119	\$ 735	\$ 265	\$ 1,176	\$ 524	\$ 232	\$ 524	\$ 232	\$ 1,158	\$ 1,158
500 - 1199		\$ 1,742	\$ 1,418	\$ 1,240	\$ 497	\$ 265	\$ 2,172	\$ 1,615	\$ 601	Custom	\$ 2,018	\$ 1,373	\$ 502	\$ 1,344	\$ 1,042	\$ 490	\$ 1,042	\$ 490	\$ 1,158	\$ 1,158
1200 - 2999		\$ 3,016	\$ 1,801	\$ 2,210	\$ 887	\$ 408	\$ 3,765	\$ 2,878	\$ 1,070	Custom	\$ 3,175	\$ 2,163	\$ 795	\$ 1,754	\$ 1,764	\$ 987	\$ 1,764	\$ 987	\$ 1,158	\$ 1,158
3000 - 4999		\$ 5,022	\$ 1,932	\$ 3,826	\$ 1,527	\$ 534	\$ 5,165	\$ 3,947	\$ 1,461	Custom	\$ 4,366	\$ 2,966	\$ 1,097	\$ 3,507	\$ 3,070	\$ 1,527	\$ 3,070	\$ 1,527	\$ 1,158	\$ 1,158
5000 - 7499		\$ 6,874	\$ 2,174	\$ 5,314	\$ 1,764	\$ 673	\$ 7,144	\$ 5,546	\$ 1,935	Custom	\$ 5,077	\$ 3,452	\$ 1,271	\$ 5,271	\$ 4,283	\$ 2,822	\$ 4,283	\$ 2,822	\$ 1,737	\$ 1,737
7500 - 9999		\$ 8,781	\$ 2,473	\$ 6,836	\$ 2,739	\$ 805	\$ 9,041	\$ 7,068	\$ 2,475	Custom	\$ 5,804	\$ 3,950	\$ 1,454	\$ 7,014	\$ 5,441	\$ 3,688	\$ 5,441	\$ 3,688	\$ 2,315	\$ 2,315
10000 -14999		\$ 10,893	\$ 3,024	\$ 8,396	\$ 3,363	\$ 1,070	\$ 11,207	\$ 8,671	\$ 3,032	Custom	\$ 8,533	\$ 4,935	\$ 1,822	\$ 9,545	\$ 6,715	\$ 4,151	\$ 6,715	\$ 4,151	\$ 2,894	\$ 2,894
15000 - 19999		\$ 13,223	\$ 3,586	\$ 9,884	\$ 3,947	\$ 1,340	\$ 13,396	\$ 10,309	\$ 3,584	Custom	\$ 9,322	\$ 6,340	\$ 2,340	\$ 11,015	\$ 7,872	\$ 4,564	\$ 7,872	\$ 4,564	\$ 3,473	\$ 3,473
20000 - 24999		\$ 15,292	\$ 4,788	\$ 11,422	\$ 4,576	\$ 1,874	\$ 15,705	\$ 11,780	\$ 2,988	Custom	\$ 9,714	\$ 6,607	\$ 2,443	\$ 13,115	\$ 9,146	\$ 5,039	\$ 9,146	\$ 5,039	\$ 4,052	\$ 4,052
25000 - 29999		\$ 17,745	\$ 6,153	\$ 13,291	\$ 5,319	\$ 2,150	\$ 18,351	\$ 13,809	\$ 4,834	Custom	\$ 10,364	\$ 7,051	\$ 2,611	\$ 14,837	\$ 10,650	\$ 5,672	\$ 10,650	\$ 5,672	\$ 4,052	\$ 4,052
30000 - 39999		\$ 20,021	\$ 8,348	\$ 14,729	\$ 5,893	\$ 2,680	\$ 20,876	\$ 15,469	\$ 5,385	Custom	\$ 11,037	\$ 7,500	\$ 2,773	\$ 16,569	\$ 11,753	\$ 6,637	\$ 11,753	\$ 6,637	\$ 4,052	\$ 4,052
40000 - 49999		\$ 21,719	\$ 10,122	\$ 16,202	\$ 6,488	\$ 2,680	\$ 22,739	\$ 17,100	\$ 5,931	Custom	\$ 11,709	\$ 7,943	\$ 2,936	\$ 18,480	\$ 12,965	\$ 7,502	\$ 12,965	\$ 7,502	\$ 5,209	\$ 4,052
50000 - 59999		\$ 25,230	\$ 11,939	\$ 17,921	\$ 7,161	\$ 4,025	\$ 24,696	\$ 17,464	\$ 6,488	Custom	\$ 12,431	\$ 8,394	\$ 3,104	\$ 20,013	\$ 14,355	\$ 8,462	\$ 14,355	\$ 8,462	\$ 5,209	\$ 4,052
60000 - 69999		\$ 27,739	\$ 13,540	\$ 20,110	\$ 8,038	\$ 4,025	\$ 26,465	\$ 18,990	\$ 7,046	Custom	\$ 13,142	\$ 8,838	\$ 3,266	\$ 22,596	\$ 16,091	\$ 9,354	\$ 16,091	\$ 9,354	\$ 5,209	\$ 4,052
70000 - 79999		\$ 31,598	\$ 15,771	\$ 22,116	\$ 8,847	\$ 5,358	\$ 31,521	\$ 22,055	\$ 8,214	Custom	\$ 13,847	\$ 9,286	\$ 3,434	\$ 25,179	\$ 17,711	\$ 10,760	\$ 17,711	\$ 10,760	\$ 5,789	\$ 4,052
80000 - 89999		\$ 33,908	\$ 18,333	\$ 24,123	\$ 9,653	\$ 5,358	\$ 33,874	\$ 24,090	\$ 8,974	Custom	\$ 14,548	\$ 9,729	\$ 3,600	\$ 27,668	\$ 19,333	\$ 12,017	\$ 19,333	\$ 12,017	\$ 5,789	\$ 4,052
90000 - 99999		\$ 37,761	\$ 21,499	\$ 26,129	\$ 10,452	\$ 6,703	\$ 39,409	\$ 27,574	\$ 9,884	Custom	\$ 15,248	\$ 10,181	\$ 3,763	\$ 29,652	\$ 20,837</					

# Energy Legacy Renewals

				Renewals only
Student Range		Square footage		ENMGR
Min	Max	Min	Max	Base Solution

## Public K-12

0	499	--	--	\$	1,119
500	1,199	--	--		2,018
1,200	2,999	--	--		3,175
3,000	4,999	--	--		4,366
5,000	7,499	--	--		5,077
7,500	9,999	--	--		5,804
10,000	14,999	--	--		8,533
15,000	19,999	--	--		9,322
20,000	24,999	--	--		9,714
25,000	29,999	--	--		10,364
30,000	39,999	--	--		11,037
40,000	49,999	--	--		11,709
50,000	59,999	--	--		12,426
60,000	69,999	--	--		13,142
70,000	79,999	--	--		13,847
80,000	89,999	--	--		14,548
90,000	99,999	--	--		15,248
> 100,000	--	--	--		Custom

## EDU by Accounts

EDU by Accounts		Active Accounts		Renewals only
--	--	0	20	\$ 1,389
--	--	21	40	2,431
--	--	41	60	3,545
--	--	61	80	4,586
--	--	81	100	5,557
--	--	101	150	8,076
--	--	151	200	10,419
--	--	201	250	12,591
--	--	251	300	14,587
--	--	301	400	15,281
--	--	401	500	15,628
--	--	501	600	16,670
--	--	601	800	20,837
--	--	801	1,000	24,311
--	--	1,001	1,250	28,219
--	--	1,251	1,500	31,256
--	--	1,501	1,750	33,428
--	--	1,751	2,000	34,729
--	--	> 2,000	--	Custom

\*Agency specific administrative fees may apply. In some cases, administrative fees will be applied to the discount shown.

## UBAS Legacy Renewals

Meter Count			Annual Transaction Fee
From	To	Pricing	
			<b>\$21.00</b>
1	20	20	\$420
21	40	40	\$840
41	60	60	\$1,260
61	80	80	\$1,680
81	100	100	\$2,100
101	150	150	\$3,150
151	200	200	\$4,200
201	250	250	\$5,250
251	300	300	\$6,300
301	350	350	\$7,350
351	400	400	\$8,400
401	450	450	\$9,450
451	500	500	\$10,500
501	600	550	\$11,550
601	700	650	\$13,650
701	800	750	\$15,750
801	900	850	\$17,850
901	1,000	950	\$19,950
1,001	1,250	1,125	\$23,625
1,251	1,500	1,375	\$28,875
1,501	1,750	1,625	\$34,125
1,751	2,000	1,875	\$39,375
2,001	2,250	2,125	\$44,625
2,251	2,500	2,375	\$49,875
2,501	2,750	2,625	\$55,125
2,751	3,000	2,875	\$60,375
3,001	3,250	3,125	\$65,625
3,251	3,500	3,375	\$70,875
3,501	3,750	3,625	\$76,125
3,751	4,000	3,875	\$81,375
4,001	4,250	4,125	\$86,625
4,251	4,500	4,375	\$91,875
4,501	4,750	4,625	\$97,125
4,751	5,000	4,875	\$102,375
<b>Custom</b>			

<sup>[1]</sup> Up to two (2) years of historical bill data capture (as available)  
 \*Agency specific administrative fees may apply. In some cases

**EXHIBIT F**  
**Dude Solutions, Inc.**  
**Government Price Book**

# Government Price Book | Work & Asset (Cities & Counties)

Block Name	Population Range		Asset Essentials   Base Solution & Add-Ons			Asset Essentials   Base Solution & Add-Ons										
			Asset	Workflow		Asset	Pro Workflow		Connector	AE Capital						
			Essentials	Module		Essentials Pro	Module		AE Inventory	Toolkit	Forecast					
			AEss-Gov	See Below <sup>(1) (2)</sup>		AEss-GovPro	See Below <sup>(1) (2)</sup>		AEss-GovInv <sup>(2)</sup>	AEss-GovCTK	AEss-GovCapF					
			Base Solution	Add-On		Base Solution	Add-On		Add-On	Add-On	Add-On					
Cities																
Muni / City Pop: 0 - 3,999	0	3,999	\$	1,610	\$	717	\$	1,932	\$	861	\$	541	\$	860	\$	1,433
Muni / City Pop: 4,000 - 8,999	4,000	8,999		2,359		1,048		2,831		1,258		783		1,257		2,095
Muni / City Pop: 9,000 - 14,999	9,000	14,999		3,660		1,626		4,392		1,952		1,224		1,952		3,253
Muni / City Pop: 15,000 - 21,999	15,000	21,999		4,895		2,178		5,874		2,613		1,632		2,613		4,355
Muni / City Pop: 22,000 - 29,999	22,000	29,999		6,141		2,729		7,370		3,275		2,051		3,275		5,458
Muni / City Pop: 30,000 - 44,999	30,000	44,999		8,192		3,638		9,830		4,366		2,734		4,366		7,277
Muni / City Pop: 45,000 - 59,999	45,000	59,999		10,044		4,466		12,053		5,359		3,352		5,358		8,930
Muni / City Pop: 60,000 - 89,999	60,000	89,999		11,907		5,292		14,288		6,350		3,969		6,350		10,584
Muni / City Pop: 90,000 - 119,999	90,000	119,999		13,583		6,036		16,299		7,244		4,532		7,244		12,073
Muni / City Pop: 120,000 - 149,999	120,000	149,999		15,447		6,863		18,536		8,235		5,149		8,236		13,727
Muni / City Pop: 150,000 - 179,999	150,000	179,999		17,299		7,690		20,759		9,228		5,767		9,228		15,380
Muni / City Pop: 180,000 - 249,999	180,000	249,999		19,161		8,517		22,994		10,220		6,384		10,221		17,034
Muni / City Pop: 250,000	250,000	--		Custom		Custom		Custom		Custom		Custom		Custom		Custom
Counties																
County Pop: 0 - 9,999	0	9,999	\$	1,610	\$	717	\$	1,932	\$	861	\$	541	\$	860	\$	1,433
County Pop: 10,000 - 19,999	10,000	19,999		2,359		1,048		2,831		1,258		783		1,257		2,095
County Pop: 20,000 - 29,999	20,000	29,999		3,782		1,681		4,538		2,017		1,257		2,018		3,363
County Pop: 30,000 - 39,999	30,000	39,999		4,774		2,122		5,729		2,546		1,588		2,547		4,245
County Pop: 40,000 - 59,999	40,000	59,999		6,141		2,729		7,370		3,275		2,051		3,275		5,458
County Pop: 60,000 - 89,999	60,000	89,999		8,192		3,638		9,830		4,366		2,734		4,366		7,277
County Pop: 90,000 - 119,999	90,000	119,999		10,044		4,466		12,053		5,359		3,352		5,358		8,930
County Pop: 120,000 - 149,999	120,000	149,999		11,841		5,265		14,209		6,318		3,947		6,318		10,529
County Pop: 150,000 - 179,999	150,000	179,999		13,705		6,091		16,445		7,309		4,564		7,310		12,183
County Pop: 180,000 - 249,999	180,000	249,999		15,447		6,863		18,536		8,235		5,149		8,236		13,727
County Pop: 250,000 - 349,999	250,000	349,999		17,299		7,690		20,759		9,228		5,767		9,228		15,380
County Pop: 350,000 - 500,000	350,000	500,000		19,161		8,517		22,994		10,220		6,384		10,221		17,034
County Pop: 500,001 - 649,999	500,001	649,999		22,040		9,790		26,447		11,748		7,343		11,753		19,592
County Pop: 650,000 - 799,999	650,000	799,999		25,347		11,257		30,416		13,508		8,445		13,517		22,535
County Pop: 800,000 - 949,999	800,000	949,999		29,150		12,943		34,980		15,532		9,714		15,545		25,920
County Pop: 950,000 - 1,100,000	950,000	1,100,000		33,528		14,884		40,233		17,861		11,179		17,883		29,812
County Pop: >1,100,000	>1,100,000	--		Custom		Custom		Custom		Custom		Custom		Custom		Custom
Other																
See User Based	--	--		User Based		User Based		User Based		User Based		User Based		User Based		User Based

(1) Workflow modules available for purchase WITHOUT Asset Essentials Inventory include: Facilities and Physical Plant; and Parks, Recreation, and Forestry

(2) Other workflow modules available for purchase REQUIRE Asset Essentials Inventory and include: Electric and Gas; Sanitation; Fleet; Water Distribution and Waste Water Collection; Treatment Plants; Storm Water; Streets, Signs, and Sidewalks; and Other

Block Name	Population Range		Asset Essentials		One-Time Services	
			AEss-GovCTK			
			Connector Toolkit		Per Import	
			Training (per Day)		(Equip., Users, not WO / PM)	
			AEssCTT			
			Other Services <sup>(1)</sup>	Other Services		
Cities						
Muni / City Pop: 0 - 3,999	0	3,999	\$	1,200	\$	400
Muni / City Pop: 4,000 - 8,999	4,000	8,999		1,800		400
Muni / City Pop: 9,000 - 14,999	9,000	14,999		1,800		400
Muni / City Pop: 15,000 - 21,999	15,000	21,999		1,800		600
Muni / City Pop: 22,000 - 29,999	22,000	29,999		1,800		600
Muni / City Pop: 30,000 - 44,999	30,000	44,999		1,800		800
Muni / City Pop: 45,000 - 59,999	45,000	59,999		1,800		800
Muni / City Pop: 60,000 - 89,999	60,000	89,999		1,800		1,000
Muni / City Pop: 90,000 - 119,999	90,000	119,999		1,800		1,200
Muni / City Pop: 120,000 - 149,999	120,000	149,999		1,800		1,400
Muni / City Pop: 150,000 - 179,999	150,000	179,999		1,800		1,600
Muni / City Pop: 180,000 - 250,000	180,000	250,000		1,800		1,800
Muni / City Pop: > 250,000	> 250,000	--		Custom		Custom
Counties						
County Pop: 0 - 9,999	0	9,999	\$	1,200	\$	400
County Pop: 10,000 - 19,999	10,000	19,999		1,200		400
County Pop: 20,000 - 29,999	20,000	29,999		1,200		400
County Pop: 30,000 - 39,999	30,000	39,999		1,200		600
County Pop: 40,000 - 59,999	40,000	59,999		1,200		600
County Pop: 60,000 - 89,999	60,000	89,999		1,200		800
County Pop: 90,000 - 119,999	90,000	119,999		1,200		800
County Pop: 120,000 - 149,999	120,000	149,999		1,200		1,000
County Pop: 150,000 - 179,999	150,000	179,999		1,200		1,200
County Pop: 180,000 - 249,999	180,000	249,999		1,200		1,400
County Pop: 250,000 - 349,999	250,000	349,999		1,200		1,600
County Pop: 350,000 - 500,000	350,000	500,000		1,200		1,800
County Pop: 500,001 - 649,999	500,001	649,999		1,200		2,000
County Pop: 650,000 - 799,999	650,000	799,999		1,200		2,000
County Pop: 800,000 - 949,999	800,000	949,999		1,200		2,000
County Pop: 950,000 - 1,100,000	950,000	1,100,000		1,200		2,000
County Pop: >1,100,000	>1,100,000	--		1,200		Custom
Other						
See User Based	--	--		User Based		User Based

(1) Required if the customer purchases the Connector Toolkit subscription product

\*Agency specific administrative fees may apply. In some cases, administrative fees will be applied to the discount shown.

## Government Price Book | Work & Asset (Other)

[illegible][illegible]

(1) *Revised if the customer purchases the Company T-shirt subscription and*

\*Agency specific administrative fees may apply. In some cases, administrative fees will be added to the discount shown.

# Government Price Book | Energy

Active Accounts <sup>(1)</sup> Min Max	Energy Manager   Base Solution & Add-Ons					Per meter price	
	Utility Bill Population					ENMGR-ENMCM	
						Interval Data Recording Origins Management (2)	
	ENMGR Base Solution	ENMGR-PCB Public Dashboard <sup>(3)</sup> Add-On	ENMGR-UBP-NPK12 Utility Bill Population - UBP Add-On	ENMGR-UBPM-NPK12 Utility Bill Population & Management - UBPM Add-On	ENMGR-UBPM-NPK12 Utility Bill Population & Management - UBPM Add-On	(Annual by Account) Add-On	
All Government Entities							
0	20	\$ 1,389	\$ 188	\$ 1,323	\$ 2,446	\$ 960	
21	40	2,431	203	2,446	5,250	960	
41	60	3,545	398	3,969	7,898	960	
61	80	4,586	473	5,292	10,584	960	
81	100	5,537	578	6,615	13,230	960	
101	150	6,076	788	9,823	18,945	960	
151	200	10,419	1,098	13,230	26,460	960	
201	250	12,581	1,208	16,538	33,075	960	
251	300	14,387	1,365	19,845	39,690	960	
301	400	15,281	1,418	26,460	52,920	960	
401	500	15,628	1,470	33,075	66,150	960	
501	600	16,870	1,575	39,690	79,380	960	
601	800	20,857	1,895	52,920	105,840	960	
801	1,000	24,911	2,310	66,150	132,300	960	
1,001	1,250	26,218	2,730	82,986	166,370	960	
1,251	1,500	31,258	2,840	99,225	198,450	960	
1,501	1,750	34,426	3,190	116,763	231,520	960	
1,751	2,000	34,729	3,360	132,300	264,600	960	
> 2,000	—	Custom	Custom	Custom	Custom	Custom	

(1) 1 Account = 1 Utility Bill or 1 Sub-Meter or 1 Virtual Meter  
(2) Public Dashboards are only available with UBPM or Self Perform Energy Manager, not with UBP  
(3) EPM Onboarding Management Service fees range from \$10 - \$40 per meter monthly, prices will be categorized by utility provider and price varies depending on how the utility or client smart meter provides the interval data

Active Accounts (1) Min Max		Energy Manager   One-Time Services				
		Base				
		ENMGR-TDS Training & Database Setup (2)	ENMGR-HUBP Historical Utility Bill Population - HUBP (3)	ENMGR-ESTAR ESTAR Sync Setup (per Facility)	ENMGR-CAS Cost (per Facility)	ENMGR-UBS Utility Bill Import Setup (per File)
		One-Time Services	One-Time Services	One-Time Services	One-Time Services	One-Time Services
All Government Entities						
0	20	\$ 800	\$ 400	\$ 75	\$ 100	\$ 750
21	40	1,200	800	75	100	750
41	60	1,500	1,200	75	100	750
61	80	2,000	1,600	75	100	750
81	100	2,500	2,000	75	100	750
101	150	3,000	3,000	75	100	750
151	200	4,000	4,000	75	100	750
201	250	5,000	5,000	75	100	750
251	300	6,100	6,000	75	100	750
301	400	7,300	8,000	75	100	750
401	500	8,800	10,000	75	100	750
501	600	8,100	12,000	75	100	750
601	800	9,800	16,000	75	100	750
801	1,000	11,000	20,000	75	100	750
1,001	1,250	13,250	25,000	75	100	750
1,251	1,500	13,500	30,000	75	100	750
1,501	1,750	14,750	35,000	75	100	750
1,751	2,000	16,000	40,000	75	100	750
> 2,000	—	Custom	Custom	Custom	Custom	Custom

(1) 1 Account = 1 Utility Bill or 1 Sub-Meter or 1 Virtual Meter  
(2) Training & Database Structure Setup is required for all customers  
(3) Spreadsheet Accounts cannot be combined for archive for Historical Bill Entry or Bill Processing (Status & Annual); Spreadsheet Accounts can be combined for archive for  
EPM Self Service customers as 1 Account  
(4) EPM Setup fees range from \$100 - \$500 per meter one-time; these prices are good only if the utility's smart meters enter (must verify a client's smart meter if not provided by utility)  
\* required if client purchases an Interval Data Recording subscription solution  
\* Agency specific administrative fees may apply. In some cases, administrative fees will be applied to the discount shown.



# Government Price Book | Technology

Block Name	Number of Employees		Insight		Help Desk		ConnectAuthenticate	
	Min	Max	TEINS	TEINS-QS	TEHPDK	TEHPDKQS	CT-AU-QS	
			Base Solution	QuickStart	Base Solution	Quick Start	Activation Fee	

## All Government Entities

Tech Essentials Gov 1	0	100	\$	1,681	\$	509	\$	1,600	\$	510	\$	578
Tech Essentials Gov 2	101	200		2,475		767		2,355		765		578
Tech Essentials Gov 3	201	400		3,209		1,019		3,055		1,020		578
Tech Essentials Gov 4	401	750		4,355		1,344		4,150		1,345		578
Tech Essentials Gov 5	751	1,000		5,348		1,601		5,095		1,600		578
Tech Essentials Gov 6	1,001	2,000		7,029		2,042		6,695		2,040		578
Tech Essentials Gov 7	2,001	3,000		8,693		2,546		8,280		2,545		578
Tech Essentials Gov 8	3,001	4,000		9,702		2,872		9,240		2,870		578
Tech Essentials Gov 9	4,001	--		Custom		Custom		Custom		Custom		Custom

\*Agency specific administrative fees may apply. In some cases, adminisitrative fees will be applied to the discount shown.

# Gov Event by Location

Number of Locations		Event Manager Basic		Event Manager Professional		Event Manager Premium		One Additional EVM Site		Pack of 10 Sites		Pack of 20 Sites		External Calendar Import Tool		Non-Preferred Payment Vendor		Event Manager SSL Certificates	
		Min	Max	Subscription	Subscription	Subscription	Subscription	EVM-1 Add Add-On	EVM-1 Add Add-On	EVM-Pack10Add Add-On	EVM-Pack10Add Add-On	EVM-Pack20Add Add-On	EVM-Pack20Add Add-On	EVM-ECI Add-On	EVM-ECI-OS QuickStart	see product code in notes below Add-on	Add-on	EVM-SSL Add-On	EVM-SSL-Setup
Government																			
Government Location 1	1	25	\$	3,780	\$	4,253	\$	4,725	\$	368	\$	3,150	\$	5,250	\$	305	\$	152	\$
Government Location 2	26	50	\$	6,552	\$	7,371	\$	8,190	\$	368	\$	3,150	\$	5,250	\$	399	\$	200	\$
Government Location 3	51	100	\$	11,004	\$	12,380	\$	13,755	\$	368	\$	3,150	\$	5,250	\$	525	\$	263	\$
Government Location 4	101	200	\$	14,616	\$	16,443	\$	18,270	\$	368	\$	3,150	\$	5,250	\$	620	\$	310	\$
Government Location 5	201	450	\$	20,328	\$	22,869	\$	25,410	\$	368	\$	3,150	\$	5,250	\$	704	\$	352	\$
Government Location 6	451	600	\$	24,360	\$	27,405	\$	30,450	\$	368	\$	3,150	\$	5,250	\$	756	\$	389	\$
Government Location 7	601	850	\$	30,492	\$	34,304	\$	38,115	\$	368	\$	3,150	\$	5,250	\$	882	\$	441	\$
Government Location 8	851	1,000	\$	34,104	\$	38,367	\$	42,630	\$	368	\$	3,150	\$	5,250	\$	998	\$	499	\$
Government Location 9	1,001			Custom		Custom		Custom		Custom		Custom		Custom		Custom		Custom	

Note API activation included for Pro and premium  
\*Agency specific administrative fees may apply. In some cases, administrative fees will be applied to the discount shown.  
Non Preferred vendor payment products:  
TouchNet EVM-Tnet  
NIC EVM-NIC  
Trust Commerce EVM-Tcom  
Tempus EVM-Tem  
PayFlowPro EVM-PFPro  
Authorize Net eVM-Anet  
  
Preferred vendor payment products that are free:  
PayPal EVM-PayPal  
Stripe EVM-Stripe

## Government Price Book | SmartGov

Users	SmartGov   Base Solution & Add-Ons	
	User License	Public Portal <sup>(1)</sup>
	DSI-CDUL (Base Solution)	DSI-CDPP (Add-On)
	Price per User	Price per User

### All Government Entities

5	1,653.75	525.00
10	1,653.75	525.00
15	1,372.61	420.00
20	1,372.61	420.00
30	1,091.48	315.00
40	1,091.48	315.00
50	826.88	262.50
100	826.88	262.50

(1) If a customer purchases User Licenses and wishes to purchase the Public Portal as well, all User Licenses must pay the additional fee

(2) Only for users that need to use the tool

SmartGov   Connectors	
Digital Markup - ePla \$	-
ECM - Laserfiche	1,000
Document Managem	1,000
Financial	1,000
GIS	1,000
Merchant	1,000
Merchant - Pace	-
Merchant - Point & P	-
Parcel	1,000
BlueBeam	1,000
Contractor	1,000
DocuSign	500
Custom	2,000

\*Agency specific administrative fees may apply. In some cases, administrative fees will be applied to the discount shown.

## SmartGov Add-On Services

Community Development Product Codes (CPQ)(SmartGov Professional Services)	UoM	Fixed Fee Base (Each)
Department Types / Sold in bundles based on population size (See below)	Each	480.00
Financial Setup and "Fees" Pages Configuration	Each	320.00
Portal Config	Each	1,500.00
Parcel Connector	Each	4,000.00
Map Connector	Each	4,000.00
Financial Connector	Each	5,500.00
Merchant Connector *	Each	3,000.00
Contractor Connector (Not available in CA)	Each	1,500.00
Custom Connector (Reqmnts to PS team for LOE/Quote)	Each	10,000.00
Digital Mark-up Tool Connector (ie. Blue Beam)	Each	1,500.00
Laserfische	Each	4,000.00
Data Migration (Reqmnts to PS team for LOE/Quote)	Per Hour	160.00
Custom Services (Reqmnts to PS team for LOE/Quote)	Per Hour	160.00
Standard Reports (Default) (Included)	Each	-
Custom Reports (Reqmnts to PS team for LOE/Quote)	Each	320.00
Onsite Training Package (3 days) (Includes Travel Expenses)	Package (Each)	7,500.00
Onsite Training Package (4 days) (Includes Travel Expenses)	Package (Each)	10,000.00
Post Go-Live Configuration and Training (14 Hour Blocks)	Each Block	3,000.00
Project Management (15%)	Per Hour	175.00
2 Day or 3 Day Travel Expenses for Onsite Consulting (per trip)	Per Trip	1,400.00
4 Day Travel Expenses for Onsite Consulting (per trip)	Per Trip	1,700.00
5 Day Travel Expenses for Onsite Consulting (per trip)	Per Trip	2,000.00

Jurisdiction Sizes	Estimated Population	Size
County-Population 1	- -	39,999 Small
County-Population 2	40,000 -	89,000 Medium
County-Population 3	90,000 -	- Large
Muni/SSD - Population 1	- -	39,999 Small
Muni/SSD - Population 2	40,000 -	89,999 Medium
Muni/SSD - Population 3	90,000 -	- Large

\*Agency specific administrative fees may apply. In some cases, administrative fees will be applied to the discount shown.

# Government Price Book | Dude Solutions Services

Training Packages			
Product Name	Type	Price	Notes
Onsite Training - ODOT - 1 Day Package	Implementation & Consulting	\$1,838	Travel and lodging is included. Onsite package based on qualification questions. Asset Essentials Enterprise requires a custom quote.
1 Week (4 days) Onsite Consulting Package (FDOTP)		\$7,350	
Data Review (DatREv) Renewable Service Product		Custom	
Consulting Service (Consulting)		\$1,260	Virtual Consulting Service per day
Dude Data Presentation (DDP)		Custom	Renewable Product. Custom report built for clients
Custom Data Change (CDataC)		Custom	
Custom Data Gathering (CustDG)		Custom	
		Custom	
Dude Automation Appliance (Computer, Setup, and Discovery) DAA-C1			
Dude Automation Appliance (Computer, Setup, and Discovery) DAA-C2		Custom	
Dude Automation Appliance-Virtual (License, Setup, and Discovery) DAA-V1		Custom	
Dude Automation Appliance-Virtual (License, Setup, and Discovery) DAA-V2		Custom	
Dude Automation Appliance-Virtual (License, Setup, and Discovery) DAA-V3		Custom	
Dude Automation Appliance (Device, Setup, and Discovery) DAA300		Custom	
Dude Automation Appliance (Device, Setup, and Discovery) DAA600		Custom	
Dude Automation Appliance (Device, Setup, and Discovery) DAA700		Custom	

*Note 1: All "Onsite Consulting" packages with the pricing above must be consecutive weeks*

*Note 2: Clients that wish to purchase two non-consecutive weeks are priced at two one week packages (\$10,000 / week)*

*\*Agency specific administrative fees may apply. In some cases, administrative fees will be applied to the discount shown.*

# Government Price Book | Vendor-Delivered Services

Vendor Delivered Services   Government				
Type	Description	Selling Price		
		Under 75,000 Ft <sup>2</sup>	Over 75,000 Ft <sup>2</sup>	
Facility Condition Assessments				
Government Facility Condition Assessment - FCA	<ul style="list-style-type: none"><li>Government and other except healthcare and education</li><li>FCA reports are at the building level; not sub-location level</li><li>Process equipment for Water, Wastewater, and Power excluded</li></ul>	\$8,663	\$0.1155 / Ft <sup>2</sup>	
Parking Deck Facility Condition Assessment - ParDeck	<ul style="list-style-type: none"><li>Parking Deck Structures</li></ul>	\$5,513 (Can be combined with above to achieve minimum)	\$0.0735 / Ft <sup>2</sup>	
Inventory Data Gathering - Datag	<ul style="list-style-type: none"><li>Standard Data Gathering Scope of Work</li></ul>	\$2,363	\$0.0315 / Ft <sup>2</sup>	
Facility Condition Assessment – Add'l Square Footage (FCAadd)	When a client wants to add additional square footage to FCA	Custom	Custom	
ASHRAE Level II Energy Audit - FCA Adder	**To be sold only in conjunction with an FCA**	Custom	Custom	
ADD				
Correction Facility Adder - Cfadder	<ul style="list-style-type: none"><li>For stand-alone correctional facility</li></ul>	\$10,926	\$0.1457 / Ft <sup>2</sup> Adder	
Facility Condition Assessments & Data Gathering				
Special Focus-Facility Condition Assessment	<ul style="list-style-type: none"><li>Zoos, Camps, Parks &amp; Rec, Large Geography (Statewide) Projects and other off vertical opportunities</li></ul>	Custom Quote	Custom Quote	
Equipment Barcode Tagging - EquipTag		\$1,181	\$0.01575 / Ft <sup>2</sup>	
Partner Data Import (IMP3rdFCA)	Data Imports for when DSI PDS Partners perform work directly with DSI Clients.	Custom	Custom	
Additional Services				
PM Schedule Creation - PMTask	<ul style="list-style-type: none"><li>PM plan of equipment that requires routine service</li><li>Deliverable is an EXCEL File imported to client's Dude account</li></ul>	\$1,260	\$0.01575 / Ft <sup>2</sup> (\$1,260 Minimum)	

Note 1: Custom quote is needed for any treatment plants, zoos, camps, parks & recreation, large geography (statewide) projects and other off vertical opportunities

\*Agency specific administrative fees may apply. In some cases, administrative fees will be applied to the discount shown.

## M311 Renewals by County

COUNTIES, <i>NOTE: NOT per unit pricing but based on total population</i>							
Price Book Name	Population Estimate **			M311- 1 Module	M311 - Up to 3 Modules	M311 - Up to 5 Modules	M311 - Up to 8 Modules
				Annual	Annual	Annual	Annual
M311 01 County-Population	-	-	9,999	\$2,298	\$3,451	\$4,598	\$5,182
M311 02 County-Population	10,000	-	19,999	\$3,352	\$5,027	\$6,708	\$7,546
M311 03 County-Population	20,000	-	29,999	\$5,275	\$7,899	\$10,540	\$11,868
M311 04 County-Population	30,000	-	39,999	\$6,708	\$10,066	\$13,406	\$15,094
M311 05 County-Population	40,000	-	59,999	\$8,616	\$12,933	\$17,238	\$19,394
M311 06 County-Population	60,000	-	89,999	\$11,488	\$17,238	\$22,971	\$25,854
M311 07 County-Population	90,000	-	119,999	\$14,041	\$21,063	\$28,081	\$31,592
M311 08 County-Population	120,000	-	149,999	\$16,593	\$24,894	\$33,185	\$37,342
M311 09 County-Population	150,000	-	179,999	\$19,145	\$28,721	\$38,290	\$43,075
M311 10 County-Population	180,000	-	249,999	\$21,697	\$32,551	\$43,394	\$48,830
M311 11 County-Population	250,000	-	349,999	\$24,255	\$36,377	\$48,500	\$54,563
M311 12 County-Population	350,000	-	500,000	\$26,808	\$40,209	\$53,604	\$60,318
M311 13 County-Population				Custom Proposal Required on all Products			

\*Agency specific administrative fees may apply. In some cases, administrative fees will be applied to the discount shown.

## M311 Renewals by Municipalities and Cities

Municipalities and Cities, <i>NOTE: NOT per unit pricing but based on total population</i>							
Price Book Name	Population Estimate **			M311- 1 Module	M311 - Up to 3 Modules	M311 - Up to 5 Modules	M311 - Up to 8 Modules
				Annual	Annual	Annual	Annual
M311 01 Muni-Population	-	-	3,999	\$2,298	\$3,451	\$4,598	\$5,182
M311 02 Muni-Population	4,000	-	8,999	\$3,352	\$5,027	\$6,708	\$7,546
M311 03 Muni-Population	9,000	-	14,999	\$5,275	\$7,899	\$10,540	\$11,868
M311 04 Muni-Population	15,000	-	21,999	\$6,708	\$10,066	\$13,406	\$15,094
M311 05 Muni-Population	22,000	-	29,999	\$8,616	\$12,933	\$17,238	\$19,394
M311 06 Muni-Population	30,000	-	44,999	\$11,488	\$17,238	\$22,971	\$25,854
M311 07 Muni-Population	45,000	-	59,999	\$14,041	\$21,063	\$28,081	\$31,592
M311 08 Muni-Population	60,000	-	89,999	\$16,593	\$24,894	\$33,185	\$37,342
M311 09 Muni-Population	90,000	-	119,999	\$19,145	\$28,721	\$38,290	\$43,075
M311 10 Muni-Population	120,000	-	149,999	\$21,697	\$32,551	\$43,394	\$48,830
M311 11 Muni-Population	150,000	-	179,999	\$24,255	\$36,377	\$48,500	\$54,563
M311 12 Muni-Population	180,000	-	250,000	\$26,808	\$40,209	\$53,604	\$60,318
M311 13 Muni-Population	180,000+			Custom Proposal Required on all Products			

\*Agency specific administrative fees may apply. In some cases, administrative fees will be applied to the discount shown.



## Work & Asset Legacy Renewals

Square Footage - Government -RENEWALS ONLY						
Square Footage Estimate **			MaintenanceEdge	InventoryEdge	Critical Alarm	Capital Forecast
			Annual	Annual	Annual	Annual
0	-	100,000	\$1,974	\$689	\$689	\$1,080
100,001	-	150,000	\$2,651	\$921	\$921	\$1,450
150,001	-	200,000	\$3,511	\$1,230	\$1,230	\$1,935
200,001	-	300,000	\$5,275	\$1,835	\$1,835	\$2,883
300,001	-	400,000	\$6,262	\$2,166	\$2,166	\$3,418
400,001	-	500,000	\$7,536	\$2,563	\$2,563	\$4,035
500,001	-	600,000	\$9,035	\$3,077	\$3,077	\$4,841
600,001	-	700,000	\$10,540	\$3,584	\$3,584	\$5,656
700,001	-	800,000	\$12,034	\$4,113	\$4,113	\$6,455
800,001	-	900,000	\$13,528	\$4,608	\$4,608	\$7,249
900,001	-	1,000,000	\$14,002	\$5,116	\$5,116	\$8,060
1,000,001	-	1,250,000	\$18,186	\$6,031	\$6,031	\$9,482
1,250,001	-	1,500,000	\$20,529	\$6,808	\$6,808	\$10,722
1,500,001	-	1,750,000	\$23,946	\$7,938	\$7,938	\$12,497
1,750,001	-	2,000,000	\$26,587	\$8,815	\$8,815	\$13,881
2,000,001	-	2,250,000	\$29,911	\$9,923	\$9,923	\$15,606
2,250,001	-	2,500,000	\$33,229	\$11,015	\$11,015	\$17,348
2,500,001	-	2,750,000	\$36,476	\$11,890	\$11,890	\$18,710
2,750,001	-	3,000,000	\$39,783	\$12,971	\$12,971	\$20,408
3,000,001	-	3,250,000	\$43,103	\$14,041	\$14,041	\$22,099
3,250,001	-	3,500,000	\$45,401	\$14,796	\$14,796	\$23,302
3,500,001	-	3,750,000	\$48,654	\$15,837	\$15,837	\$24,955
3,750,001	-	4,000,000	\$51,900	\$16,907	\$16,907	\$26,620
4,000,001	-	4,500,000	\$57,396	\$18,698	\$18,698	\$29,448
4,500,001	-	5,000,000	\$63,758	\$20,771	\$20,771	\$32,695

### Rules:

Acres for Parks are calculated by 1 Acre =

\*Agency specific administrative fees may apply. In some cases, administrative fees will be applied to the discount shown.

# Work & Asset (Cities & Counties) Renewals

Block Name	Population Range		ConnectGIS		ConnectGIS	
			AEss-GovConGIS	Data Max	ConGIS	
	Min	Max	Add-On		Add-On	

### Cities

Muni / City Pop: 0 - 3,999	0	3,999	\$ 3,991	20 GB	\$ 3,192
Muni / City Pop: 4,000 - 8,999	4,000	8,999	4,697	20 GB	3,599
Muni / City Pop: 9,000 - 14,999	9,000	14,999	5,215	20 GB	3,996
Muni / City Pop: 15,000 - 21,999	15,000	21,999	6,086	40 GB	4,664
Muni / City Pop: 22,000 - 29,999	22,000	29,999	7,293	40 GB	5,590
Muni / City Pop: 30,000 - 44,999	30,000	44,999	8,688	40 GB	6,659
Muni / City Pop: 45,000 - 59,999	45,000	59,999	10,072	80 GB	7,723
Muni / City Pop: 60,000 - 89,999	60,000	89,999	11,461	80 GB	8,787
Muni / City Pop: 90,000 - 119,999	90,000	119,999	12,161	80 GB	9,322
Muni / City Pop: 120,000 - 149,999	120,000	149,999	13,544	80 GB	10,386
Muni / City Pop: 150,000 - 179,999	150,000	179,999	15,633	80 GB	11,985
Muni / City Pop: 180,000 - 249,999	180,000	249,999	17,711	80 GB	13,578
Muni / City Pop: 250,000	250,000	--	Custom	Custom	Custom

### Counties

County Pop: 0 - 9,999	0	9,999	\$ 3,991	20 GB	
County Pop: 10,000 - 19,999	10,000	19,999	4,697	20 GB	
County Pop: 20,000 - 29,999	20,000	29,999	5,215	20 GB	
County Pop: 30,000 - 39,999	30,000	39,999	6,086	40 GB	
County Pop: 40,000 - 59,999	40,000	59,999	7,293	40 GB	
County Pop: 60,000 - 89,999	60,000	89,999	8,688	40 GB	
County Pop: 90,000 - 119,999	90,000	119,999	10,072	80 GB	
County Pop: 120,000 - 149,999	120,000	149,999	11,461	80 GB	
County Pop: 150,000 - 179,999	150,000	179,999	12,161	80 GB	
County Pop: 180,000 - 249,999	180,000	249,999	13,544	80 GB	
County Pop: 250,000 - 349,999	250,000	349,999	15,633	80 GB	
County Pop: 350,000 - 500,000	350,000	500,000	17,711	80 GB	
County Pop: >500,000	>500,000	--	Custom	Custom	Custom

### Other

See User Based	--	--	User Based	User Based	User Based
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(1) Workflow modules available for purchase WITHOUT Asset Essentials Inventory include: Facilities and Physical Plant; and Parks, Recreation, and Forestry  
 (2) Other workflow modules available for purchase REQUIRE Asset Essentials Inventory and include: Electric and Gas; Sanitation; Fleet; Water Distribution and Waste Water Collection; Treatment Plants; Storm Water; Streets, Signs, and Sidewalks; and Other

\*Agency specific administrative fees may apply. In some cases, adminisitrative fees will be applied to the discount shown.

## Safety Renewals

			Safety Center   Base Solution & Add-Ons		
			Safety Center   Simple & Contact Center   Severbridge Sync		
			CrisisP	PaCS	EVBS
			Base Solution	Add-On	Add-On
Block Name	Min	Max			
Cities, Counties & Other Government					
Gov Safety Center 01	0	25	1,450	1,158	1,158
Gov Safety Center 02	26	50	2,547	1,158	1,158
Gov Safety Center 03	51	100	4,366	1,737	1,737
Gov Safety Center 04	101	150	5,441	2,315	2,315
Gov Safety Center 05	151	200	5,789	2,894	2,894
Gov Safety Center 06	201	300	7,817	3,473	3,473
Gov Safety Center 07	301	500	10,419	4,052	4,052
Gov Safety Center 08	501	750	12,441	4,344	4,344
Gov Safety Center 09	751	1,000	14,470	4,631	4,631
Gov Safety Center 10	1,001	1,500	17,365	5,209	5,209
Gov Safety Center 11	1,501	2,000	20,837	5,789	5,789
Gov Safety Center 12	2,001	--	Custom	Custom	Custom

\*Agency specific administrative fees may apply. In some cases, administrative fees will be applied to the discount shown.

## Event Publisher Renewals

### Population - Municipalities and Cities; Counties

Price Book Name	Population 0 0			Event Publisher		
				Base EEEM4	1 Additional Site - Annual (EEEM41Add)	Pack of 10 Additional Sites - Annual (EEEM4Pack10 Add)
Muni-Population 01	-	-	2,999	\$ 1,389	\$ 578	\$ 4,631
Muni-Population 02	3,000	-	5,999	\$ 2,084	\$ 578	\$ 4,631
Muni-Population 03	6,000	-	9,999	\$ 3,241	\$ 578	\$ 4,631
Muni-Population 04	10,000	-	14,999	\$ 4,167	\$ 578	\$ 4,631
Muni-Population 05	15,000	-	21,999	\$ 5,209	\$ 578	\$ 4,631
Muni-Population 06	22,000	-	29,999	\$ 6,483	\$ 578	\$ 4,631
Muni-Population 07	30,000	-	44,999	\$ 8,423	\$ 578	\$ 4,631
Muni-Population 08	45,000	-	59,999	\$ 10,898	\$ 578	\$ 4,631
Muni-Population 09	60,000	-	89,999	\$ 13,632	\$ 578	\$ 4,631
Muni-Population 10	90,000	-	119,999	\$ 15,396	\$ 578	\$ 4,631
Muni-Population 11	120,000	-	149,999	\$ 17,596	\$ 578	\$ 4,631
Muni-Population 12	150,000	-	179,999	\$ 20,143	\$ 578	\$ 4,631

Counties-Pop 01	-	-	10,000	\$ 1,389	\$ 578	\$ 4,631
Counties-Pop 02	10,000	-	20,000	\$ 2,084	\$ 578	\$ 4,631
Counties-Pop 03	20,000	-	30,000	\$ 3,241	\$ 578	\$ 4,631
Counties-Pop 04	30,000	-	40,000	\$ 4,167	\$ 578	\$ 4,631
Counties-Pop 05	40,000	-	60,000	\$ 5,209	\$ 578	\$ 4,631
Counties-Pop 06	60,000	-	90,000	\$ 6,483	\$ 578	\$ 4,631
Counties-Pop 07	90,000	-	120,000	\$ 8,423	\$ 578	\$ 4,631
Counties-Pop 08	120,000	-	150,000	\$ 10,898	\$ 578	\$ 4,631
Counties-Pop 09	150,000	-	180,000	\$ 13,632	\$ 578	\$ 4,631
Counties-Pop 10	180,000	-	250,000	\$ 15,396	\$ 578	\$ 4,631
Counties-Pop 11	250,000	-	350,000	\$ 17,596	\$ 578	\$ 4,631
Counties-Pop 12	350,000	-	500,000	\$ 20,143	\$ 578	\$ 4,631
Counties-Pop 12	500,000	-	650,000	\$ 22,094	\$ 578	\$ 4,631
Counties-Pop 12	650,000	-	800,000	\$ 23,836	\$ 578	\$ 4,631
Counties-Pop 12	800,000	-	950,000	\$ 25,573	\$ 578	\$ 4,631
Counties-Pop 12	950,000	-	1,100,000	\$ 28,665	\$ 578	\$ 4,631
Counties-Pop 12	1,100,000	-	Custom			

\*Agency specific administrative fees may apply. In some cases, administrative fees will be applied to the discount shown.

## Technology Renewals

Block Name	Number of Employees		MDM		Te-Incident	
	Min	Max	TEM		ITD	
			Base Solution		Base Solution	

### All Government Entities

Tech Essentials Gov 1	0	100	\$	1,525	\$	1,681
Tech Essentials Gov 2	101	200		2,245		2,475
Tech Essentials Gov 3	201	400		2,910		3,209
Tech Essentials Gov 4	401	750		3,950		4,355
Tech Essentials Gov 5	751	1,000		4,850		5,348
Tech Essentials Gov 6	1,001	2,000		6,375		7,029
Tech Essentials Gov 7	2,001	3,000		7,885		8,693
Tech Essentials Gov 8	3,001	4,000		8,800		9,702
Tech Essentials Gov 9	4,001	--		Custom		Custom

\*Agency specific administrative fees may apply. In some cases, administrative fees will be applied to the discount shown.

## FacilitySchedule Renewals

### FacilitySchedule Pricing - Total Square Footage of Usable space - Government

Price Book Name	Square Footage Estimate **			FacilitySchedule
				Annual
FacS 01	0	-	25,000	\$1,621
FacS 02	25,001	-	50,000	\$2,178
FacS 03	50,001	-	75,000	\$2,894
FacS 04	75,001	-	100,000	\$4,344
FacS 05	100,001	-	150,000	\$5,154
FacS 06	150,001	-	200,000	\$6,091
FacS 07	200,001	-	300,000	\$7,304
FacS 08	300,001	-	400,000	\$8,523
FacS 09	400,001	-	500,000	\$9,736
FacS 10	500,001	-	600,000	\$10,954
FacS 11	600,001	-	700,000	\$12,177
FacS 12	700,001	-	800,000	\$14,327
FacS 13	800,001	-	900,000	\$16,185
FacS 14	900,001	-	1,000,000	\$18,880
FacS 15	1,000,001	-	1,100,000	\$20,953
FacS 16	1,100,001	-	1,200,000	\$23,583
FacS 17	1,200,001	-	1,300,000	\$26,195
FacS 18	1,300,001	-	1,400,000	\$28,268
FacS 19	1,400,001	-	1,500,000	\$30,837
FacS 20	1,500,001	-	1,600,000	\$33,411
FacS 21	1,600,001	-	1,700,000	\$35,192
FacS 22	1,700,001	-	1,800,000	\$37,717
FacS 23	1,800,001	-	1,900,000	\$40,231
FacS 24	1,900,001	-	2,000,000	\$44,486
FacS 25	2,000,001	-	2,100,000	\$49,419

#### Rules:

Any location that does not have square footage is counted as

5,000 sq ft per location

\*Agency specific administrative fees may apply. In some cases, administrative fees will be applied to the discount shown.

## UtilityTrac Renewals

UtilityTrac				
Price Book Name	# of Meters			Annual total
UT 01	0	-	20	\$938
UT 02	21	-	40	\$1,571
UT 03	41	-	60	\$2,343
UT 04	61	-	80	\$3,016
UT 05	81	-	100	\$3,771
UT 06	101	-	150	\$5,424
UT 07	151	-	200	\$6,907
UT 08	201	-	250	\$8,633
UT 09	251	-	300	\$10,353
UT 10	301	-	400	\$11,405
UT 11	401	-	500	\$13,015
UT 12	501	-	600	\$14,234
UT 13	601	-	800	\$14,565
UT 14	801	-	1000	\$16,483
UT 15	1001	-	1250	\$18,390
UT 16	1251	-	1500	\$20,308
UT 17	1501	-	1750	\$22,221
UT 18	1751	-	2000	\$23,814

\*Agency specific administrative fees may apply. In some cases, administrative fees will be applied to the discount shown.



September 16, 2019

**Association of Educational Purchasing Agencies**

Oakland Schools  
2111 Pontiac Lake Road  
Waterford, MI, 48328

RE: IFB No. 020-D – Facility Management Software

Dear Ladies and Gentlemen,

First and foremost, thank you for the opportunity to respond to your above referenced IFB. Dude Solutions is pleased to provide the Association of Educational Purchasing Agencies (AEPA) with our enclosed response to IFB No. 020-D – Facility Management Software. We look forward to the chance to continue our successful relationship with AEPA.

This is a time of rapid change for education institutions. At Dude Solutions, we combine innovative technology with exceptional services to transform the places people learn, live, heal, work, and play. To satisfy the functional requirements described in your IFB, we are proposing our software and services. Through this partnership, we can provide your members with:

- **Decades of Software Expertise.** We became the first company to offer Internet-based solutions for facility management when we launched our flagship platform in 1999. As a result, we offer the world's largest database of online maintenance operations data, which provides critical insights and KPIs for you to benchmark performance with peers, identify trends, make more in-formed, data-driven decisions, and tell a more contextualized story about your operations.
- **Proven Experience.** Dude Solutions is the nation's #1 provider of on-demand solutions to the public sector. Our products have been made available to AEPA member organizations since 2004. To date, we have clients in over 7,500 institutions and over 1.5 million users across schools, colleges and universities and over 1,800 government clients in state and local agencies and municipalities. We understand the unique needs and challenges of your members' environments, and will share our knowledge and expertise to maximize the benefits we can provide as your partner. AEPA member organizations have become dependent upon the availability of our products on contract each year for renewal to ensure that they are able to operate efficiently.
- **A Focus on the Public Sector.** Whether they're a school district of 7 students or a multi-state purchasing co-op, Dude Solutions has almost two decades of experience serving clients in the education and government sector of all shapes and sizes.
  - More than 1.5 million users across 7,500+ Educational institutions with over 35 million students
  - Dude Solutions is a frequent guest speaker and sponsor of organizations such as CASH, ASBO International, and National School Plant Management Association.
  - Impacted the lives of over 200,000,000 citizens—over half of the US population





- Implemented more than 4,000 software products for government agencies
- **Breadth of Offering.** Our suite of cloud-based solutions closely matches the requirements of the IFB and provide the ability to share data. In our experience, our clients have many more challenges than just managing work orders, inventory, and preventive maintenance scheduling. Dude Solutions also helps clients transform their utility bill tracking and analysis, facility usage and scheduling, IT related work order processing, capital forecasting, community development and other business processes. This provides our clients a higher return on investment and helps internal departments work together more efficiently.
- **Unmatched Dedication to Clients.** Since we began in 1999, our clients have been our number one priority. Working with Dude Solutions is a partnership for success, and we work hand in hand with our clients every day. Legendary Support. Our offer comes with lifetime training and technical support every system user, at no additional cost. We're available by phone, e-mail or live chat, and you'll always reach a live representative when you call. Our commitment to helping our clients create the best work of their lives is shown in our:
  - 93% client retention rate
  - 97.5% client satisfaction rating
  - Net Promoter Score of 54 – placing us ahead of all competitors in our industry and ahead of iconic companies like Target, IBM, IKEA and others

Included with this letter is Dude Solutions' formal response to the above referenced IFB. The form and the content of the complete response are in the manner set forth and described in the IFB document. As you review our proposal, please don't hesitate to contact us with any questions.

Respectfully,

**Karen Waggener**  
Chief Financial Officer  
(919) 459-3115  
karen.waggener@dudesolutions.com

## **Exhibit A – Annual Report – Letter of Credit – Dude Solutions, Inc.**

**AEPA IFB 020-D**

**Facility Management Software**

As a private corporation, Dude Solutions, Inc. does not disclose our annual reports. However, Dude Solutions is a financially stable company that is growing and thriving as evidenced in our client satisfaction:

- 93% retention rate with over 11,000 clients
- 97.5% customer satisfaction rating
- Net Promoter Score of 54 – placing us ahead of all competitors in our industry and ahead of iconic companies like Target, IBM, IKEA and others

In lieu of an annual report, Dude Solutions has provided the following documentation in compliance with the requirements for Exhibit A:

1. Letter of Credit
2. Financial Disclosure Form

Since our founding in 1999 as SchoolDude, Dude Solutions has evolved from having a singular focus on education to offering a multi-industry suite of solutions that transform the day-to-day operations of more than 11,000 clients in education, government, healthcare, senior living, manufacturing, clubs, associations and other organizations.

With a full suite of solutions, we are a fast-growing company. In 2019, Dude Solutions partnered with Clearlake Capital, a leading international private equity firm based in Santa Monica, California, for growth capital. Since then, we have grown to over 700 employees with offices that include our headquarters in Cary, North Carolina as well as several offices in the western United States and Canada.

Our growth —and the positive impact our products have on our collective client base — has resulted in Dude Solutions being recognized and honored by multiple industry analysts, media outlets and publications. We have listed several of our most recent awards below:

- Ranked #17 on the 2016 Mid-Market Fast 40 list compiled by Business North Carolina and accounting firm Cherry Bekaert LLP. The program recognizes North Carolina-based companies that have proven sustained revenue and employee growth
- Named #48 on the Triangle Business Journal Fast 50 Awards list, which is based on revenue figures and profitability in the preceding three years (2013-2015)
- Ranked #1 in the world for Enterprise Asset Management (EAM) by ARC Advisory Group



**Monroe Capital<sup>®</sup>**  
*Innovative Capital Creating Value*

To whom it may concern,

Monroe Capital LLC is a private credit asset management firm specializing in direct lending and opportunistic private credit investing. Monroe is the chief financial institution partnering with Dude Solutions Inc. to provide a secured line of credit in the eight figures. As of the date of this letter Dude Solutions Inc. is a client in good standing with no outstanding balance drawn on this line of credit.

Regards,

Matthew R. Lane  
Managing Director

Matt Lane  
Managing Director  
Monroe Capital LLC  
311 South Wacker Drive  
Suite 6400  
Chicago, IL 60606  
Direct: (312) 523-2366  
Fax: (312) 258-8350  
Email: [mlane@monroecap.com](mailto:mlane@monroecap.com)

**\*\*\*CONFIDENTIAL\*\*\***

**Financial Disclosure Form for  
Dude Solutions, Inc., a Delaware Corporation  
based in Cary, North Carolina**

**Company Ownership:** The principal beneficial owner of Dude Solutions, Inc., a Delaware corporation, is Clearlake Capital Group, L.P., a leading private investment firm that is a registered investment advisor with the United States Securities & Exchange Commission.

**Financial Disclosure Statement:** The Company is a private corporation and as such, does not publish Annual Reports or audited financial statements to the public.

**Company History:** The Company was founded in 1999. Since being founded, the Company capitalized its business through founder investments and operations. In 2014, DSI partnered with Warburg Pincus, an international private equity firm, for growth capital. Since then the company has accelerated its growth and expanded its workforce. In 2019, Warburg Pincus and the Original Founders sold their shares in the company to Clearlake Capital Group. The Company currently employs approximately 650 professionals throughout the US and Canada, and is headquartered in Cary, NC. The company has a flawless historic record on all financial obligations and commitments.

**Method of Start-up Financing:** DSI was fully financed by the Founders of the company until 2014 when they partnered with Warburg Pincus. In 2019 Clearlake Capital Group became the new principal beneficial owner and strategic financial partner to Dude Solutions.

**Method of On-going Financing:** DSI develops, sells, and markets a suite of applications, which are delivered via the Internet on a subscription basis. The company currently serves over 12,000 customers of various sizes and has passed \$100 million in revenue, most of which is recurring.

**General Accounting Practices:** DSI complies fully with Generally Accepted Accounting Principles (GAAP). DSI financials are audited annually by a Big 4, independent accounting firm. In addition, there are on-going third party advisory services to assure DSI maintains accounting practices at the highest industry standards.

**Lines of Credit and Financial Reserves:** The Company obtains capital from operations, a secured line of credit with Monroe Capital, as well as investments from Clearlake Capital Group.

**Lawsuits and Litigation:** DSI is currently not involved in any litigation or lawsuits; nor is there any pending litigation.

**Statement of Accuracy:**

The above financial disclosure statement is accurate and is attested to by the Chief Financial Officer, Karen Waggener.

## **Exhibit B – Marketing Plan – Dude Solutions, Inc.**

### **AEPA IFB 020-D**

#### **Facility Management Software**

Upon award of contract, Dude Solutions can work with each client to create a full marketing plan. Dude Solutions has a full Marketing team that is prepared to partner with AEPA to successfully market this relationship in a targeted, compelling and efficient manner. We are resourced to partner and leverage our full marketing mix (all capabilities, traditional/digital channels, relationships and programs listed above) to fully promote the relationship with AEPA member agencies. Our Brand Engagement team of content marketers, designers and writers develops, curates and regularly maintains a full library of marketing collateral that can be developed and/or customized for the needs of this important relationship. We would do this through an initial planning and strategy session with AEPA, developing an appropriate marketing ‘calendar’ to schedule quarterly campaigns and then execute and track successfully throughout each year.

## **Exhibit C – Warranties, Additional Services – Dude Solutions, Inc.**

**AEPA IFB 020-D**

**Facility Management Software**

Dude Solutions is not including additional documentation with this exhibit. Information on our warranties can be found in our attached online subscription agreements, found in Part D – Questionnaire.

**Exhibit D – Additional Discounts – Dude Solutions, Inc.**  
**AEPA IFB 020-D**  
**Facility Management Software**

Dude Solutions is not including additional documentation with this exhibit. Dude Solutions will not offer additional discounts.



## EXHIBIT G

### ONLINE SUBSCRIPTION AGREEMENT

This Online Subscription Agreement (this “Agreement”) shall govern Subscriber’s (as defined below) access and use of the Services (as defined below) provided by Dude Solutions, Inc. (together with its direct and indirect subsidiaries, collectively, “DSI”). BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING ACCEPTANCE, BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT OR BY OTHERWISE ACCESSING AND USING THE SERVICES, YOU AGREE TO THE TERMS OF THIS AGREEMENT. AS A RESULT, PLEASE READ ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, IN WHICH CASE THE TERMS “YOU” OR “YOUR” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE ANY SERVICE.

#### Section 1.0 Definitions

As used in this Agreement, the following terms shall have the meanings set forth below:

1.1 “Account” means Subscriber’s specific account where Subscriber subscribes to access and use Service(s).

1.2 “Account User” means: (i) with respect to an Enterprise Application, each employee, consultant and contractor specified by Subscriber to access and use the Subscriber’s Account; and (ii) with respect to a Named User Application, each unique Named User for which Subscriber has paid an applicable subscription fee to DSI for such Named User Application.

1.3 “Applications” means the software-as-a-service (SaaS) enterprise asset management applications designed, developed, marketed and made available by DSI, which include, without limitation, the following functionality: enterprise workflow, communication, content and business process logic for facilities, technology, business operations, facility scheduling, building automation, safety planning, crisis management, geographic information systems, energy and transportation management.

1.4 “Confidential Information” means any non-public information and/or materials disclosed in writing or orally by a party under this Agreement (the “Disclosing Party”) to the other party (the “Receiving Party”), which (i) is designated in writing as confidential at the time of disclosure, or (ii) with respect to non-public information disclosed orally, the Disclosing Party sends the Receiving Party a written notice to Receiving Party within 15 days after oral disclosure identifying the non-public information that was disclosed as its confidential information, including when, where, how and to whom such non-public information was disclosed. For avoidance of doubt, DSI’s Confidential Information shall include the source code, data structure, algorithms and logic of the Applications and Services. Notwithstanding the foregoing, Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a Third Party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

1.5 “Content” means all of the audio and visual information, documents, content, materials, products and/or software contained in, or made available through, the Services.



1.6 “Documentation” means the user documentation relating to the Services, including but not limited to descriptions of the functional, operational and design characteristics of the Services.

1.7 “Dude Learn Application” means DSI’s online learning management system dedicated to increasing a subscriber’s time to competency in Applications, which includes, without limitation, (i) learning tracks with the “top tips and tricks” for Applications, and (ii) on-demand knowledge pathways subscribers may use to enhance their skill sets and obtain certifications for Applications. The Dude Learn Application is a Named User Application.

1.8 “Enterprise Application” means each Application that is not a Named User Application.

1.9 “Highly-Sensitive Personal Information” means an Account User’s (i) government-issued identification number (including social security number, driver’s license number or state-issued identified number), (ii) financial account number, credit card number, debit card number, credit report information, in each case with or without any required security code, access code, personal identification number or password that would permit access to such Account User’s financial account; and/or (iii) biometric data.

1.10 “HIPAA” means the Health Insurance Portability and Accountability Act of 1996 (Pub. L. 104-191) and all regulations promulgated thereunder (45 C.F.R. §§ 160-164), as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act and all regulations promulgated thereunder, as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), as amended from time to time.

1.11 “Intellectual Property Rights” means all ideas, concepts, designs, drawings, packages, works of authorship, processes, methodologies, information, developments, materials, inventions, improvements, software, and all intellectual property rights worldwide arising under statutory or common law, including without limitation, all (i) patents and patent applications owned or licensable by a party hereto; (ii) rights associated with works of authorship, including copyrights, copyright applications, copyright registrations, mask work rights, mask work applications and mask work registrations; (iii) rights related to protection of trade secrets and Confidential Information; (iv) trademarks, trade names, service marks and logos; (v) any right analogous to those set forth in clauses (i) through (iv); and (vi) divisions, continuations, renewals, reissues and extensions of the foregoing (as and to the extent applicable) now existing, hereafter filed, issued or acquired.

1.12 “Named User” means, with respect to a Named User Application, each unique, identified named user for which Subscriber has paid an applicable named user subscription fee to DSI for such Named User Application.

1.13 “Named User Application” means an Application that DSI (i) limits access and use thereof to Named Users, and (ii) for which the applicable subscription fee is determined based upon the number of Subscriber’s Named Users.

1.14 “Privacy Policy” means the DSI privacy policy, as amended from time-to-time, which can be viewed by clicking the “Privacy” hypertext link located on [www.dudesolutions.com](http://www.dudesolutions.com).

1.15 “QuickStart Service” means, with respect to each Service, DSI’s unique implementation service that is provided to Subscriber with respect to such Service. A DSI advisor is provided by DSI to Subscriber in connection with QuickStart Services in order to help facilitate smooth transition and boost Subscriber adoption of the applicable Services.

1.16 “Services” means each of the Application(s) subscribed to by Subscriber pursuant to this Agreement. Subscriber shall specify each of the Services that Subscriber shall subscribe to as part of its Account registration

process.

1.17 “Subscriber” means the legal entity identified on the Account.

1.18 “Subscriber Data” means all data and information provided by or on behalf of Subscriber to a Service, including that which the Account Users input or upload to a Service.

1.19 “Subscription Fee” means, with respect to each Services subscription, the annual subscription fee invoiced to Subscriber by DSI prior to the Initial Term and each applicable Renewal Term for such Services subscription, which is required to be paid in order for Subscriber to be permitted to access and use the Services in such Services subscription.

1.20 “Third Party” means a party other than Subscriber or DSI.

## **Section 2.0 Use of the Service; Proprietary Rights**

### **2.1 Use of Service.**

(a) *Subscription.* Subject to the terms of this Agreement (including, without limitation, the responsibilities, limitations and restrictions set forth in this Section 2.1 and payment of the Subscription Fees required hereunder), DSI shall permit Subscriber’s Account Users to access and use the Services during the Term, including access and use of all of the Content contained in or made available through the Services. Subscriber agrees that it shall use the Services solely for internal business purposes, and access and use of the Services shall be limited to Account Users.

(b) *Account Setup.* To subscribe to the Services, Subscriber must establish its Account, which may only be accessed and used by its Account Users. To setup an Account User, Subscriber must provide DSI (and agree to maintain, promptly update and keep) true, accurate, current and complete information for such Account User. If Subscriber or any applicable Account User provides any information that is untrue, inaccurate, not current or incomplete, DSI has the right to immediately suspend or terminate Subscriber’s Account and usage of the Services and refuse any and all future use. Each Account User must establish and maintain a personal, non-transferable password, which shall not be shared with, or used by, any other Third Party. Subscriber may not transfer an Account User’s right to access and use the Services to a different user; provided, however, that a Named User’s right to access and use a Named User Application may be reassigned to a new Named User replacing such Named User if such replaced Named User has terminated its employment or its relationship with Subscriber or otherwise changes its job status or function within Subscriber and, as a result, no longer requires ongoing use of the applicable Named User Application. Subscriber shall be solely responsible for any and all activities that occur under its Account, including all acts and omissions of its Account Users. Subscriber shall notify DSI immediately of any unauthorized use of its Account and/or any other breach of security of the Services that it suspects or becomes aware of.

(c) *Subscriber Responsibilities.* Subscriber shall: (i) take appropriate action to ensure that non-Account Users do not access or use the Services; (ii) ensure that all Account Users comply with all of the terms and conditions of this Agreement, including the limitations and restrictions set out in Section 2.1(d); (iii) be solely responsible for the accuracy, integrity, legality, reliability and appropriateness of all Subscriber Data created by Account Users using the Services; (iv) access and use the Services solely in compliance with the Documentation and all applicable local, state, federal, and foreign laws, rules, directives and regulations (including those relating to export, homeland security, anti-terrorism, data protection and privacy); (v) allow e-mail notifications generated by the Services on behalf of Subscriber’s Account Users to be delivered to Subscriber’s Account Users; and (vi) promptly update and upgrade its

system as requested or required in order to ensure continued performance and compatibility with upgrades to the Services. Subscriber shall be responsible for any breach of this Agreement by Account Users and any access or Use of the Services by persons other than Account Users.

(d) *Limitations and Restrictions.* Subscriber agrees that it shall not, and shall not permit any Third Party to, directly or indirectly: (i) modify, alter, revise, decompile, disassemble, reverse engineer, create derivative works or attempt to derive the source code of any Service; (ii) assign, transfer, lease, rent, sublicense, distribute or otherwise make available any Service, in whole or in part, to any Third Party, including on a timesharing, software-as-a-service or other similar basis; (iii) share Account login information or otherwise allow access or use the Services to provide any service bureau services or any services on a similar basis; (iv) use any Service in a way not intended by DSI or for any unlawful purpose; (v) use any Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of Third Party privacy rights; (vi) copy, frame or mirror any part or content of the Services, other than copying or framing on Subscriber's own intranets or otherwise for Subscriber's own internal business purposes; (vii) attempt to tamper with, alter, disable, hinder, by-pass, override, or circumvent any security, reliability, integrity, accounting or other mechanism, restriction or requirement of the Services; (viii) remove, obscure, cover or alter any copyright, trademark, patent or proprietary notice affixed or displayed by or in the Services or related documentation; (ix) perform load tests, network scans, penetration tests, ethical hacks or any other security auditing procedures on the Services; (x) interfere with or disrupt the integrity or performance of the Services or the data contained therein; (xi) access any Service in order to build a competitive product or service, copy any features, functions or graphics of any Service or monitor the availability and/or functionality of any Service for any benchmarking or competitive purposes; (xii) store, manipulate, analyze, reformat, print, and display the Content for personal use; (xiii) upload or insert code, scripts, batch files or any other form of scripting or coding into the Services; and (xiv) store Highly-Sensitive Personal Information. Highly-Sensitive Personal Information should not be entered into the Services, as there are no data fields requesting this type of information. It is the Subscriber's responsibility to enforce this policy for fields beyond DSI's control such as a description or notes field. DSI reserves the right in the future to scan input data and block certain information such as social security numbers or credit card numbers

(e) *Additional Guidelines.* DSI reserves the right to establish or modify general practices and limits concerning use of the Services, including without limitation, the maximum number of days that Subscriber Data shall be retained by the Services and the maximum disk space that shall be allotted on DSI servers on Subscriber's behalf. DSI shall provide at least sixty (60) days' prior notice of any such modification. DSI also reserves the right to block IP addresses originating a Denial of Service (DoS) attack or IP addresses causing excessive amounts of data to be sent to DSI servers. DSI shall notify Subscriber should this condition exist and inform Subscriber of its action. Once blocked, an IP address shall not be able to access the Services and the block may be removed once DSI is satisfied corrective action has taken place to resolve the issue.

(f) *Third Party Software.* The Services may incorporate and/or embed software and other technology owned and controlled by Third Parties. Any such Third Party software or technology that is incorporated and/or embedded into any Service shall be provided to Subscriber on the license terms set forth this Agreement, unless additional or separate license terms apply as indicated by DSI. To the extent that the Services link to any Third Party website, application or service, the terms and conditions thereof shall govern Subscriber's rights with respect to such website, application or service, unless otherwise expressly provided DSI. DSI shall have no obligations or liability arising from Subscriber's access and use of such linked Third Party websites, applications and services.

## 2.2 Proprietary Rights.

(a) Subscriber acknowledges and agrees that (as between Subscriber and DSI) DSI retains all ownership right, title, and interest in and to the Applications, the Services, the Documentation and the Content, including without

limitation all corrections, enhancements, improvements to, or derivative works thereof (collectively, “Derivative Works”), and in all Intellectual Property Rights therein or thereto. To the extent any Derivative Work is developed by DSI based upon ideas or suggestions submitted by Subscriber to DSI, Subscriber hereby irrevocably assigns all rights to modify or enhance the Applications and the Services using such ideas or suggestions or joint contributions to DSI, together with all Intellectual Property Rights related to such Derivative Works. Nothing contained in this Agreement shall be construed to convey to Subscriber (or to any party claiming through Subscriber) any Intellectual Property Rights in or to the Applications, the Services, the Documentation and the Content, other than the rights expressly set forth in this Agreement.

(b) DSI acknowledges and agrees that (as between Subscriber and DSI) Subscriber retains all ownership right, title, and interest in and to the Subscriber Data, including all Intellectual Property Rights therein or thereto. Notwithstanding the foregoing, Subscriber hereby grants DSI a non-exclusive, royalty-free license to display, distribute, transmit, publish and otherwise use the Subscriber Data to improve the Services and the performance of DSI, including without limitation, submitting and sublicensing the Subscriber Data to Third Parties for analytical purposes, provided that (i) such Third Parties have entered into a written agreement with DSI to maintain the confidentiality of the Subscriber Data and (ii) DSI shall not specifically identify the Subscriber Data as originating from Subscriber when providing the Subscriber Data to such Third Parties.

(c) Subscriber acknowledges the Services may utilize Third Party software and/or tools (each, a “Third-Party Tool”) under a license granted to DSI by one or more applicable Third Parties (each, a “Third-Party Licensor”), which licenses DSI the right to sublicense the use of the Third-Party Tool solely as part of the Services. Each such sublicense is nonexclusive and solely for Subscriber’s internal use and Subscriber shall not further resell, re-license, or grant any other rights to use such sublicense to any Third Party. Subscriber further acknowledges that each Third-Party Licensor retains all right, title, and interest to its applicable Third-Party Tool and all documentation related to such Third-Party Tool. All confidential or proprietary information of each Third-Party Licensor is Confidential Information of DSI under the terms of this Agreement and shall be protected in accordance with the terms of Section 8.0.

### **Section 3.0 DSI Responsibilities**

3.1 Professional Services. DSI shall provide and perform professional, technical, consulting and/or other services (collectively, “Professional Services”) that are mutually agreed upon and described in one or more statements of work. Each statement of work shall be effective, incorporated into and form a part of this Agreement when duly executed by an authorized representative of each of the parties. Each statement of work shall (i) describe the fees and payment terms with respect the Professional Services being provided pursuant to such statement of work, (ii) identify any work product that shall be developed pursuant to such statement of work, and (iii) set forth each party’s respective ownership and proprietary rights with respect to any work product developed pursuant to such statement of work. DSI represents and warrants that all such Professional Services shall be performed in a professional and workmanlike manner.

3.2 Subscriber Data. DSI shall not edit or disclose any information regarding Subscriber’s Account, including any Subscriber Data, without Subscriber’s prior permission, except in accordance with this Agreement. Notwithstanding the foregoing, DSI is hereby permitted to provide certain statistical information (e.g., usage, average costs or time values, or user traffic patterns) in aggregated and de-identified form to Third Parties or to other Application subscribers.

3.3 Implementation and Support.

(a) DSI shall, in exchange for Subscriber's payment of a non-refundable QuickStart fee for a Service, provide the QuickStart Service for such Service. Subscriber is responsible for scheduling the timing and delivery of each QuickStart Service with DSI. The QuickStart Service with respect to a Service must be performed within the six (6) month period immediately following the date Subscriber initially subscribes to such Service. DSI shall not be obligated to provide the QuickStart Service with respect to a Service after the expiration of such 6-month period.

(b) During the Term DSI shall, as part of Subscriber's Subscription Fees, provide telephone and e-mail support ("Support Services") to Subscriber during the hours of 8:00 a.m. (Eastern time) to 6:00 p.m. (Eastern time), Monday through Friday, excluding holidays.

3.4 Availability. DSI shall use commercially reasonable efforts to make the Services available (i) 99.9% of the time during the hours of 6:00 a.m. (Eastern time) to 10:00 p.m. (Eastern time), Monday through Friday, excluding holidays ("Business Hours"), and (ii) 99.5% of the time, determined on a twenty-four (24) hours a day, seven (7) days a week basis. Availability shall be calculated on a monthly basis. For purposes of calculating availability, the Services shall not be deemed unavailable during any period arising from: (i) routine system maintenance that is performed weekly during non-Business Hours; (ii) scheduled downtime for extended system maintenance (of which DSI shall give at least 8 hours' prior notice and which DSI shall schedule to the extent reasonably practicable outside of Business Hours); and (iii) any unavailability caused by circumstances beyond DSI's reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Our employees), Internet service provider failure or delay, non-DSI software or hardware, or denial of service attack.

3.5 Protection of Subscriber Data. DSI shall maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Subscriber Data. In addition, if Subscriber is a "Covered Entity" under HIPAA, DSI is Subscriber's "Business Associate" under HIPAA, and any Subscriber Data provided by Subscriber to DSI in their capacities as a Covered Entity and Business Associate, respectively, DSI and Subscriber shall enter into a Business Associate Agreement (the form of which shall be reasonably satisfactory to DSI).

## **Section 4.0 Third Party Interactions**

4.1 Relationship to Third Parties. In connection with Subscriber's use of the Services, Subscriber may: (i) enter into correspondence with and/or participate in promotions of advertisers or sponsors showing their goods and/or services through the Services; (ii) purchase goods and/or services, including implementation, customization, content, forms, schedules, integration and other services; (iii) exchange data, integrate, or interact between Subscriber's Account, the Services and a Third Party provider; (iv) be offered additional functionality within the user interface of the Services through use of the Services' application programming interface; and/or (v) be provided content, knowledge, subject matter expertise in the creation of forms, content and schedules. Any such activity, and any terms, conditions, warranties or representations associated with such activity, shall be solely between Subscriber and the applicable Third Party. DSI shall have no liability, obligation or responsibility for any such correspondence, purchase, promotion, data exchange, integration or interaction between Subscriber and any such Third Party.

4.2 Ownership. Subscriber is the owner of all Third Party content and data loaded into the Subscriber Account. As the owner, it is Subscriber's responsibility to make sure it meets its particular needs. DSI shall not comment, edit or advise Subscriber with respect to such Third Party content and data in any manner.

4.3 No Warranty or Endorsement. DSI does not warrant any Third Party providers or any of their products or services, whether or not such products or services are designated by DSI as "certified," "validated," "premier" and/or any other designation. DSI does not endorse any sites on the Internet which are linked through the Services.



DSI is providing these links to Subscriber only as a matter of convenience, and in no event shall DSI be responsible for any content, products, or other materials on or available from such sites.

4.4 Additional Terms. The Disclaimer of Warranties (Section 7.1) and Limitation of Liability (Section 7.3) set forth herein shall apply to all Third Party interactions.

## **Section 5.0      Subscription Fees**

5.1 Subscription Fees. Subscriber shall, on or before the commencement of the Initial Term of a Service subscription, pay to DSI the Subscription Fee for such Service subscription. Thereafter, DSI shall invoice Subscriber for each applicable Subscription Fee at least sixty (60) days prior to the commencement of the applicable Renewal Term. Unless Subscriber provides written notice of non-renewal in accordance with Section 6.1, Subscriber agrees to pay all Subscription Fees no later than thirty (30) days after the receipt of DSI's applicable invoice therefor. Subscriber is responsible for providing complete and accurate billing and contact information to DSI and notifying DSI of any changes to such information. Except as otherwise specified herein, Subscriber's payment obligations are non-cancelable and Subscription Fees paid are non-refundable.

5.2 Automatic Payments. Subscriber shall, upon the written request from DSI, establish and maintain valid and updated credit card information or a valid ACH auto debit account (in each case, the "Automatic Payment Method"). Upon establishment of such Automatic Payment Method, DSI is hereby authorized to charge any applicable Subscription Fee using such Automatic Payment Method.

5.3 Reimbursable Expenses. DSI's Professional Service fees do not include travel, lodging or other expenses incurred by DSI unless specified on the Statement of Work. Subscriber shall reimburse DSI for all travel, lodging, communications, incidentals and other out-of-pocket expenses as they relate to the performance of Professional Services rendered by DSI to Subscriber.

5.4 Renewal Charges. DSI maintains the right to increase Subscription Fees and other applicable fees and charges in connection with each Renewal Term.

5.5 Taxes. DSI's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Subscriber is responsible for paying all Taxes associated with its purchases hereunder. If DSI has the legal obligation to pay or collect Taxes for which Subscriber is responsible under this Section 5.4, DSI shall invoice Subscriber and Subscriber shall pay that amount unless Subscriber provides DSI with a valid tax exemption certificate authorized by the appropriate taxing authority. Subscriber agrees to indemnify and hold DSI harmless from any encumbrance, fine, penalty or other expense which DSI may incur as a result of Subscriber's failure to pay any Taxes required hereunder. For clarity, DSI is solely responsible for taxes assessable against DSI based on its income, property and employees.

## **Section 6.0      Term and Termination**

6.1 Term. This Agreement commences on the date Subscriber establishes its Account and continues until all Services subscriptions hereunder have expired or have been terminated (the "Term"). The initial term of each Services subscription shall be for a period of one (1) year (the "Initial Term"). Thereafter, each Services subscription shall automatically renew for successive one year periods (each, a "Renewal Term") unless either party has provided written notice of its intent to not renew such Services subscription not less than thirty (30) days prior to the expiration

of the then-current Initial or Renewal Term applicable to such Services subscription.

6.2 Termination of Agreement for Breach. DSI may terminate this Agreement prior to the expiration of the Term if Subscriber commits a material breach of this Agreement and fails to cure such breach within thirty (30) days after written notice of such breach is given by DSI; provided that if the breach involves a failure of Subscriber to pay any of the fees required under this Agreement, the cure period shall be reduced to ten (10) days. Without limiting the foregoing, in the event of a breach that gives rise to the right by DSI to terminate this Agreement, DSI may elect, as an interim measure, to terminate one or more of Subscriber's Services subscriptions and/or suspend its performance hereunder (including, without limitation, Subscriber's right to access and use the Services and the Account) until the breach is cured. DSI's exercise of its right to elect any interim measure shall be without prejudice to DSI's right to terminate this Agreement upon written notice to Subscriber.

6.3 Termination of Services Subscription.

(a) Either party may terminate a Services subscription prior to the expiration of its applicable term if the other party breaches any term of this Agreement or such Services subscription and, if such breach is capable of cure, such breach is not cured by the breaching party within thirty (30) days after receipt of written notice of such breach from the non-breaching party; provided that if the breach involves a failure of Subscriber to pay any of the fees required under this Agreement, the cure period shall be reduced to ten (10) days.

(b) Subscriber may terminate any Services subscription (other than a Services subscription for the Dude Learn Application, which is not terminable for convenience) at any time for convenience by providing DSI forty-five (45) days' prior written notice to the following email address: [clientsuccess@dudesolutions.com](mailto:clientsuccess@dudesolutions.com). Upon termination by Subscriber pursuant to this Section 6.3(b), Subscriber may request in writing and be granted a refund in an amount equal to: (i) the Subscription Fee prepaid by Subscriber for the one-year term during which such termination is effective, *multiplied by* (ii) the number of full months remaining in the applicable one-year term (determined based upon the effective date of termination), (iii) *divided by* twelve; provided, however, that if DSI receives Subscriber's written notice of termination pursuant to this Section 6.3(b) within the first sixty (60) days after the commencement of the Initial Term, DSI shall refund to Subscriber the entire Subscription Fee for the Initial Term. For avoidance of doubt, no refund shall be granted with respect to fees for training, import or project management, and/or other professional services.

6.4 Stop Providing Service. DSI may, upon 180 days' prior written notice to Subscriber, terminate provision of a Service as a hosted offering. Upon such termination Subscriber may request in writing and be granted a refund in an amount equal to: (i) the Subscription Fee prepaid by Subscriber for such Service for the one-year term during which such termination is effective, *multiplied by* (ii) the number of full months remaining in the applicable one-year term (determined based upon the effective date of termination of such Service), (iii) *divided by* twelve.

6.5 Effect of Termination. Upon termination of this Agreement, (i) Subscriber's access and use of the Services shall automatically cease, and (ii) DSI shall have no obligation to maintain the Subscriber Data or to forward the Subscriber Data to Subscriber or any Third Party.

6.6 Survival. The following portions of this Agreement shall survive termination of this Agreement and continue in full force and effect: Sections 2.1(d), 2.2, 6.4, 7, 8 and 9. Termination of this Agreement, or any of the obligations hereunder, by either party shall be in addition to any other legal or equitable remedies available to such party, except to the extent that remedies are otherwise limited hereunder.

## **Section 7.0 Disclaimers and Indemnification**

7.1 Disclaimer of Warranties. DSI AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICES OR ANY CONTENT. DSI AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT: (I) THE USE OF THE SERVICES SHALL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA; (II) THE SERVICES SHALL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (III) ANY STORED DATA SHALL BE ACCURATE OR RELIABLE; (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES SHALL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (V) ERRORS OR DEFECTS SHALL BE CORRECTED; (VI) THE SERVICES OR THE SERVER(S) THAT MAKE THE SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICES AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN “AS-IS” BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY DSI AND ITS LICENSORS.

7.2 Indemnification.

(a) *Indemnity by DSI.* DSI shall defend, indemnify and hold harmless Subscriber from any loss, damage or expense (including reasonable attorneys’ fees) awarded by a court of competent jurisdiction, or paid in accordance with a settlement agreement signed by Subscriber, in connection with any Third Party claim (each, a “Claim”) alleging that Subscriber’s use of the Services as expressly permitted hereunder infringes upon any United States patent, copyright or trademark of such Third Party, or misappropriates the trade secret of such Third Party; provided that Subscriber (x) promptly gives DSI written notice of the Claim; (y) gives DSI sole control of the defense and settlement of the Claim; and (z) provides to DSI all reasonable assistance, at DSI’s expense. If DSI receives information about an infringement or misappropriation claim related to the Services, DSI may in its sole discretion and at no cost to Subscriber: (i) modify the applicable Service(s) so that it no longer infringes or misappropriates, (ii) obtain a license for Subscriber’s continued use of the applicable Service(s), or (iii) terminate the Subscriber’s Account subscriptions for the applicable Service(s) upon prior written notice and refund to Subscriber any prepaid Subscription Fees covering the remainder of the term of the terminated Account subscriptions. Notwithstanding the foregoing, DSI shall have no liability or obligation with respect to any Claim that is based upon or arises out of (A) use of the applicable Service(s) in combination with any software or hardware not expressly authorized by DSI, (B) any modifications or configurations made to the applicable Service(s) by Subscriber without the prior written consent of DSI, and/or (C) any action taken by Subscriber relating to use of the applicable Service(s) that is not permitted under the terms of this Agreement. This Section 7.2(a) states Subscriber’s exclusive remedy against DSI for any Claim of infringement or misappropriation of a Third Party’s Intellectual Property Rights related to or arising from Subscriber’s use of the Services.

(b) Subscriber shall defend, indemnify and hold harmless DSI from any loss, damage or expense (including reasonable attorneys’ fees) awarded by a court of competent jurisdiction, or paid in accordance with a settlement agreement signed by DSI, in connection with any Claim alleging that the Subscriber Data, or Subscriber’s use of the Services in breach of this Agreement, infringes upon any United States patent, copyright or trademark of such Third Party, or misappropriates the trade secret of such Third Party; provided that DSI (x) promptly gives Subscriber written notice of the Claim; (y) gives Subscriber sole control of the defense and settlement of the Claim; and (z) provides to Subscriber all reasonable assistance, at Subscriber’s expense. This Section 7.2(b) states DSI’s exclusive remedy against Subscriber for any Claim of infringement or misappropriation of a Third Party’s Intellectual Property Rights related to or arising from the Subscriber Data or Subscriber’s use of the Services.

7.3 Limitation of Liability. IN NO EVENT SHALL DSI, IN THE AGGREGATE, BE LIABLE FOR DAMAGES TO SUBSCRIBER IN EXCESS OF THE AMOUNT OF SUBSCRIPTION FEES PAID BY SUBSCRIBER TO DSI PURSUANT TO THIS



AGREEMENT DURING THE TWELVE MONTHS PRIOR TO THE LAST ACT OR OMISSION GIVING RISE TO THE LIABILITY. UNDER NO CIRCUMSTANCES SHALL DSI OR ANY THIRD-PARTY LICENSOR HAVE ANY LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR LOSS OF PROFITS, OR CONSEQUENTIAL, EXEMPLARY, INDIRECT, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, EVEN IF DSI OR THE APPLICABLE THIRD-PARTY LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING, AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

SUBSCRIBER AGREES THAT DSI'S CRISISMANAGER AND SAFETY CENTER APPLICATIONS (COLLECTIVELY, "SAFETY APPS") IS A DOCUMENTATION TOOL ONLY, AND THAT EACH OF THE SAFETY APPS IS NOT INTENDED TO PROVIDE EMERGENCY SERVICES OR PROTOCOLS, PROCEDURES OR ACTION PLANS IN THE EVENT OF A CRISIS OR EMERGENCY. SUBSCRIBER FURTHER AGREES THAT IT SHALL BE SOLELY RESPONSIBLE FOR: (1) CREATING AND MAINTAINING ITS EMERGENCY ACTION PLAN WITHIN EACH RESPECTIVE SAFETY APP, (2) ENSURING THAT SUBSCRIBER'S EMPLOYEES, CONTRACTORS AND OTHER PERSONNEL ARE PROVIDED ACCESS TO ITS EMERGENCY ACTION PLAN WITHIN THE SAFETY APPS, AND (3) CONTACTING (E.G., CALLING 911) EMERGENCY SERVICES IN THE EVENT OF AN ACTUAL CRISIS OR EMERGENCY. DSI SHALL HAVE NO RESPONSIBILITY OR LIABILITY AS A RESULT OF THIS AGREEMENT AND/OR SUBSCRIBER'S USE OF THE SAFETY APPS FOR DECISIONS MADE OR ACTIONS TAKEN OR NOT TAKEN IN THE EVENT OF A CRISIS OR EMERGENCY.

## **Section 8.0 Confidentiality**

8.1 Protection of Confidential Information. The Receiving Party agrees that it shall (i) hold the Disclosing Party's Confidential Information in strict confidence and shall use the same degree of care in protecting the confidentiality of the Disclosing Party's Confidential Information that it uses to protect its own Confidential Information, but in no event less than reasonable care, (ii) not use the Confidential Information of the Disclosing Party for any purpose not permitted by this Agreement; (iii) not copy any part of the Disclosing Party's Confidential Information except as expressly permitted by this Agreement, (iv) limit access to the Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

8.2 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party shall reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

8.3 Remedies. Recipient acknowledges that Disclosing Party would have no adequate remedy at law should Receiving Party breach its obligations relating to Confidential Information and agrees that Disclosing Party shall be entitled to enforce its rights by obtaining appropriate equitable relief, including without limitation a temporary restraining order and an injunction.

## **Section 9.0 Miscellaneous**

9.1 Authority. Subscriber represents and warrants that: (i) it has full right, title and authority to enter into

this Agreement; and (ii) this Agreement constitutes a legal, valid and binding obligation of Subscriber, enforceable against it in accordance with its terms.

9.2 Acceptance of Privacy Policy. All data and information provided by Subscriber through its use of the Services is subject to the Privacy Policy. By using the Services, Subscriber accepts and agrees to be bound and abide by the Privacy Policy.

9.3 Governing Law. This Agreement and any dispute arising out of or in connection with this Agreement shall be governed by and construed under the laws of the State of North Carolina, without regard to the principles of conflict of laws. Each of DSI and Subscriber hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

9.4 Relationship of the Parties. DSI is performing pursuant to this Agreement only as an independent contractor. DSI has the sole obligation to supervise, manage, contract, direct, procure, perform or cause to be performed its obligations set forth in this Agreement, except as otherwise agreed upon by the parties. Nothing set forth in this Agreement shall be construed to create the relationship of principal and agent between DSI and Subscriber. DSI shall not act or attempt to act or represent itself, directly or by implication, as an agent of Subscriber or its affiliates or in any manner assume or create, or attempt to assume or create, any obligation on behalf of, or in the name of, Subscriber or its affiliates.

9.5 Waiver. No failure or delay by either party in enforcing any of its rights under this Agreement shall be construed as a waiver of the right to subsequently enforce any of its rights, whether relating to the same or a subsequent matter.

9.6 Assignment. Subscriber shall have no right to transfer, assign or sublicense this Agreement or any of its rights, interests or obligations under this Agreement to any Third Party and any attempt to do so shall be null and void. DSI shall have the full ability to transfer, assign or sublicense this Agreement or any of its rights, interests or obligations under this Agreement.

9.7 Force Majeure. Subject to the limitations set forth below and except with respect to any payment obligations of Subscriber, neither party shall be held responsible for any delay or default, including any damages arising therefrom, due to any act of God, act of governmental entity or military authority, explosion, epidemic casualty, flood, riot or civil disturbance, war, sabotage, unavailability of or interruption or delay in telecommunications or Third Party services, failure of Third Party software, insurrections, any general slowdown or inoperability of the Internet (whether from a virus or other cause), or any other similar event that is beyond the reasonable control of such party (each, a "Force Majeure Event"). The occurrence of a Force Majeure Event shall not excuse the performance by a party unless that party promptly notifies the other party of the Force Majeure Event and promptly uses its best efforts to provide substitute performance or otherwise mitigate the force majeure condition.

9.8 Notices. Except as otherwise specified in this Agreement, all notices, instructions, requests, authorizations, consents, demands and other communications hereunder shall be in writing and shall be delivered by one of the following means, with notice deemed given as indicated in parentheses: (a) by personal delivery (when actually delivered); (b) by overnight courier (upon written verification of receipt); (c) by certified or registered mail, return receipt requested (upon verification of receipt); or (d) solely with respect to notices to Subscriber, via electronic mail to the e-mail address maintained on Subscriber's Account. All notices to DSI shall be addressed as follows: Dude Solutions, Inc., 11000 Regency Parkway, Suite 110, Cary, NC 27518 Attn: Legal Operations, *with a copy to:* Robinson, Bradshaw & Hinson, P.A., 101 N. Tryon St., Suite 1900, Charlotte, NC 28246, Attn: Richard Dunn.

9.9 Interpretation of Agreement. The Section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties, and shall not affect in any way the meaning or interpretation of this Agreement. Any reference to any federal, state, local or foreign statute or law shall be deemed to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.

9.10 No Third Party Beneficiaries. No person or entity not a party to this Agreement shall be deemed to be a third party beneficiary of this Agreement or any provision hereof.

9.11 Severability. The invalidity of any portion of this Agreement shall not invalidate any other portion of this Agreement and, except for such invalid portion, this Agreement shall remain in full force and effect.

9.12 Entire Agreement. This Agreement is the entire agreement between Subscriber and DSI regarding Subscriber's use of the Service and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. The parties agree that any term or condition stated in any purchase order or in any other order documentation is void.

9.13 Anti-Corruption. Subscriber has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of DSI's employees or agents in connection with this Agreement. If Subscriber learns of any violation of the above restriction, Subscriber shall immediately notify DSI.

9.14 Export Compliance. The Services, other technology DSI may make available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Subscriber shall not export or re-export the Services in any form without first obtaining the appropriate United States and foreign government approvals. Each party represents that it is not named on any U.S. government denied-party list. Subscriber shall not permit Account Users to access or use the Services in a U.S.-embargoed country or in violation of any U.S. export law or regulation.

9.15 Cooperative Use. With Subscriber's approval, the market research conducted by Subscriber during its selection process for the Services may be extended for use by other jurisdictions, municipalities, and government agencies of Subscriber's state. Any such usage by other entities must be in accordance with ordinance, charter, and/or procurement rules and regulations of the respective political entity.

9.16 Children Under the Age of 13. Websites and/or online applications and services that are collecting information from children under the age of 13 are required to comply with Federal Trade Commission (FTC) Children's Online Privacy Protection Act (COPPA). Subscriber shall not submit, and shall ensure that its Account Users shall not submit, any information from children under the age of 13. DSI does not knowingly collect personal information from children under 13. If Subscriber believes DSI might have any information from or about a child under 13, please contact DSI at: [notice@dudesolutions.com](mailto:notice@dudesolutions.com) or by mail at the following address: Dude Solutions, Inc., 11000 Regency Parkway, Suite 110, Cary, NC 27518 Attn: Operations. If DSI learns it has collected or received personal information for a child under 13 without verification of parental consent, DSI shall delete such information.

9.17 Modifications. DSI may revise the terms of this Agreement from time-to-time and shall post the most current version of this Agreement on its website. If a revision meaningfully reduces Subscriber's rights, DSI shall notify Subscriber.

## EXHIBIT H

### SUBSCRIPTION AGREEMENT

This Online Subscription Agreement (this “Agreement”) shall govern Customer’s (as defined below) access and use of the Service (as defined below) provided by Smartware Group, Inc. (“Provider”), an Affiliate (as defined below) of Dude Solutions, Inc. (including its successors and assigns, “DSI”). BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING ACCEPTANCE, BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT OR BY OTHERWISE ACCESSING AND USING THE SERVICE, YOU AGREE TO THE TERMS OF THIS AGREEMENT. AS A RESULT, PLEASE READ ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, IN WHICH CASE THE TERMS “YOU” OR “YOUR” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICE.

#### Section 1.0 Definitions

As used in this Agreement, the following terms shall have the meanings set forth below:

1.1 “Access Credentials” means any user name, identification number, password, license or security key, security token, PIN or other security code, method, technology or device used, alone or in combination, to verify an individual’s identity and authorization to access and use the Service.

1.2 “Account” means Customer’s specific account where Customer subscribes to access and use the Service.

1.3 “Account User” means each employee, consultant and contractor of Customer that has been granted Access Credentials.

1.4 “Affiliate” means, with respect to any legal entity, any other legal entity that (i) controls, (ii) is controlled by or (iii) is under common control of such legal entity. A legal entity shall be deemed to “control” another legal entity if it has the power to direct or cause the direction of the management or policies of such legal entity, whether through the ownership of voting securities, by contract, or otherwise.

1.5 “Annual Fee” means the annual fee invoiced to Customer by Provider (or its sales agent) prior to the Initial Term and each applicable Renewal Term, which is required to be paid in order for Customer to be permitted to access and use the Service and, if Customer purchases the Asset Essentials Connector Toolkit, the API.

1.6 “API Toolkit” or “API” means Provider’s proprietary application programming interface and any accompanying or related documentation, software libraries, software tools, published specifications, and other materials, as amended from time-to-time in Provider’s sole discretion.

1.7 “Asset Essentials Connector Toolkit” means Provider’s add-on module that (i) enables Provider’s customers to integrate (import/export) Customer Data with the Service in batch-mode or real-

time, and (ii) consists of the “*Connector Tool*”, which is a client-side executable program installed locally on Customer’s computer, and the API.

1.8 “Confidential Information” means any non-public information and/or materials disclosed in writing or orally by a party under this Agreement (the “Disclosing Party”) to the other party (the “Receiving Party”), which (i) is designated in writing as confidential at the time of disclosure, or (ii) with respect to non-public information disclosed orally, the Disclosing Party sends the Receiving Party a written notice to Receiving Party within 15 days after oral disclosure identifying the non-public information that was disclosed as its confidential information, including when, where, how and to whom such non-public information was disclosed. For avoidance of doubt, Provider’s Confidential Information shall include the source code, data structure, algorithms and logic of the Applications and Service. Notwithstanding the foregoing, Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a Third Party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

1.9 “Content” means all of the audio and visual information, documents, content, materials, products and/or software contained in, or made available through, the Service.

1.10 “Customer” means the legal entity identified on the Account.

1.11 “Customer Data” means all data, information and other content provided by or on behalf of Customer to the Service, including that which the Account Users input or upload to the Service.

1.12 “Documentation” means the user documentation relating to the Service, including but not limited to descriptions of the functional, operational and design characteristics of the Service.

1.13 “DSI Data” means all data, information and other content provided by or on behalf of DSI customers to any of the DSI Services.

1.14 “DSI Services” means DSI’s suite of facility management software-as-a-service applications, solution and services, as updated, enhanced or otherwise modified from time-to-time.

1.15 “Highly-Sensitive Personal Information” means an Account User’s (i) government-issued identification number (including social security number, driver’s license number or state-issued identified number), (ii) financial account number, credit card number, debit card number, credit report information, in each case with or without any required security code, access code, personal identification number or password that would permit access to such Account User’s financial account; and/or (iii) biometric data.

1.16 “HIPAA” means the Health Insurance Portability and Accountability Act of 1996 (Pub. L. 104-191) and all regulations promulgated thereunder (45 C.F.R. §§ 160-164), as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act and all regulations promulgated thereunder, as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), as amended from time to time.

1.17 “Implementation, Training and Support Program” or “ITSP” means Provider’s comprehensive implementation, training and support program provided to Provider’s customers with respect to the Service.

1.18 “Intellectual Property Rights” means all ideas, concepts, designs, drawings, packages, works of authorship, processes, methodologies, information, developments, materials, inventions, improvements, software, and all intellectual property rights worldwide arising under statutory or common law, including without limitation, all (i) patents and patent applications owned or licensable by a party hereto; (ii) rights associated with works of authorship, including copyrights, copyright applications, copyright registrations, mask work rights, mask work applications and mask work registrations; (iii) rights related to protection of trade secrets and Confidential Information; (iv) trademarks, trade names, service marks and logos; (v) any right analogous to those set forth in clauses (i) through (iv); and (vi) divisions, continuations, renewals, reissues and extensions of the foregoing (as and to the extent applicable) now existing, hereafter filed, issued or acquired.

1.19 “Service” means the “*Asset Essentials*” SaaS-based application or the “*Asset Essentials Enterprise*” SaaS-based application, as applicable, which Customer subscribes to pursuant to this Agreement, in each case as updated, enhanced or otherwise modified from time-to-time.

1.20 “Third Party” means a party other than Customer, Provider or DSI.

## **Section 2.0 Use of the Service and the API; Proprietary Rights**

### **2.1 Use of the Service and the API.**

(a) *Service Subscription.* Subject to the terms of this Agreement (including, without limitation, the responsibilities, limitations and restrictions set forth in this Section 2.1 and payment of the Annual Fees required hereunder), (i) Provider shall permit Customer’s Account Users to access and use the Service during the Term, including access and use of all of the Content contained in or made available through the Service, (ii) Customer shall be automatically enrolled in the ITSP, and (iii) Provider shall use commercially reasonable efforts to make available to Customer each of the components described in the ITSP. Customer agrees that it shall use the Service solely for internal business purposes, and access and use of the Service and the ITSP shall be limited to Account Users.

(b) *API License.* Subject to the terms of this Agreement (including, without limitation, the responsibilities, limitations and restrictions set forth in this Section 2.1 and payment of the Annual Fees required hereunder), provided that Customer is purchasing the right to use the Asset Essentials Connector Toolkit, Provider hereby grants to Customer a limited, non-exclusive, non-transferable, revocable license (without the right to sublicense) to use and make calls to the API solely for the purpose of (i) extracting and transferring Customer Data from the Service to other Third Party applications used by the Customer for internal business purposes, and/or (ii) Customer’s internal development efforts to develop applications to work in conjunction with the functionality and capabilities of the Service purchased by Customer (“Customer Applications”). Customer shall have no right to distribute, license (whether or not through multiple tiers) or otherwise transfer the API to any Third Party or incorporate the API in any software, product, or technology.

(c) *Account Setup.* To subscribe to the Service, Customer must establish its Account, which may only be accessed and used by its Account Users. To setup an Account User, Customer must provide Provider (and agree to maintain, promptly update and keep) true, accurate, current and complete information for such Account User. If Customer or any applicable Account User provides any information that is untrue, inaccurate, not current or incomplete, Provider has the right to immediately suspend or terminate Customer’s Account and usage of the Service and the API and refuse any and all future

use. Each Account User must establish and maintain personal, non-transferable Access Credentials, which shall not be shared with, or used by, any other Third Party. Customer may not transfer an Account User's Access Credentials and/or its right to access and use the Service to a different user. Customer shall be solely responsible for any and all activities that occur under its Account, including all acts and omissions of its Account Users. Customer shall notify Provider immediately of any unauthorized use of its Account and/or any other breach of security of the Service that it suspects or becomes aware of.

(d) *Customer Responsibilities.* Customer shall: (i) take appropriate action to ensure that non-Account Users do not access or use the Service or the API; (ii) ensure that all Account Users comply with all of the terms and conditions of this Agreement, including the limitations and restrictions set out in Section 2.1(e); (iii) be solely responsible for the accuracy, integrity, legality, reliability and appropriateness of all Customer Data created by Account Users using the Service; (iv) access and use the Service solely in compliance with the Documentation and all applicable local, state, federal, and foreign laws, rules, directives and regulations (including those relating to export, homeland security, anti-terrorism, data protection and privacy); (v) allow e-mail notifications generated by the Service on behalf of Customer's Account Users to be delivered to Customer's Account Users; and (vi) promptly update and upgrade its system as requested or required in order to ensure continued performance and compatibility with upgrades to the Service and/or API Modifications (as defined in Section 2.1(g)). Customer shall be responsible for any breach of this Agreement by Account Users and any access or Use of the Service by persons other than Account Users.

(e) *Limitations and Restrictions.* Customer agrees that it shall not, and shall not permit any Third Party to, directly or indirectly: (i) modify, alter, revise, decompile, disassemble, reverse engineer, create derivative works or attempt to derive the source code of the Service or the API; (ii) assign, transfer, lease, rent, sublicense, distribute or otherwise make available the Service or the API, in whole or in part, to any Third Party, including on a timesharing, software-as-a-service or other similar basis; (iii) share Access Credentials or otherwise allow access or use the Service or the API to provide any service bureau services or any services on a similar basis; (iv) use the Service or the API in a way not intended by Provider or for any unlawful purpose; (v) use the Service or the API to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of Third Party privacy rights; (vi) attempt to tamper with, alter, disable, hinder, by-pass, override, or circumvent any security, reliability, integrity, accounting or other mechanism, restriction or requirement of the Service or the API; (vii) remove, obscure or alter any copyright, trademark, patent or proprietary notice affixed or displayed by or in the Service; (viii) perform load tests, network scans, penetration tests, ethical hacks or any other security auditing procedures on the Service or the API; (ix) interfere with or disrupt the integrity or performance of the Service, the API or the data contained therein; (x) access or use the Service or the API in order to replicate applications, products or services offered by Provider or DSI and/or otherwise build a competitive product or service, copy any features, functions or graphics of the Service or the API or monitor the availability and/or functionality of the Service or the API for any benchmarking or competitive purposes; (xi) under any circumstances, through a Third Party application, a Customer Application or otherwise, repackage or resell the Service, the API or any data received via the API; (xii) store, manipulate, analyze, reformat, print, and display the Content for personal use; (xiii) upload or insert code, scripts, batch files or any other form of scripting or coding into the Service; and (xiv) store Highly-Sensitive Personal Information. Highly-Sensitive Personal Information should not be entered into the Service, as there are no data fields requesting this type of information.

(f) *Additional Service Guidelines.* Provider reserves the right to establish or modify general practices and limits concerning use of the Service, including without limitation, the maximum number of

days that Customer Data shall be retained by the Service and the maximum disk space that shall be allotted on Provider servers on Customer's behalf. Provider shall provide at least sixty (60) days' prior notice of any such modification. Provider also reserves the right to block IP addresses originating a Denial of Service (DoS) attack or IP addresses causing excessive amounts of data to be sent to Provider servers. Provider shall notify Customer should this condition exist and inform Customer of its action. Once blocked, an IP address shall not be able to access the Service or the API and the block may be removed once Provider is satisfied corrective action has taken place to resolve the issue.

(g) *API Modifications.* Provider may modify, amend, change, or deprecate all or part of the API in its sole discretion at any time (an "API Modification"). Provider shall use reasonable efforts to provide notice to Customer of any such API Modifications as soon as reasonably practical. Customer acknowledges that an API Modification may have a material adverse effect on any applications utilizing or relying upon the API (including Customer Applications), including but not limited to causing such applications not to operate as designed. Provider shall have no liability of any kind to Customer or any user of such applications with respect to such API Modifications or any adverse effects resulting from such API Modifications.

(h) *Controlled API Usage.* Provider may limit or suspend Customer's usage of or access to the API if, in Provider's sole discretion, Customer or Customer's use of the API are adversely affecting the performance or operation of the API or the Service. Provider shall use reasonable efforts to provide notice to Customer of any such actions as soon as reasonably practical.

(i) *Third Party Software.* The Service may incorporate and/or embed software and other technology owned and controlled by Third Parties. Any such Third Party software or technology that is incorporated and/or embedded into any Service shall be provided to Customer on the license terms set forth this Agreement, unless additional or separate license terms apply as indicated by Provider. To the extent that the Service links to any Third Party website, application or service, the terms and conditions thereof shall govern Customer's rights with respect to such website, application or service, unless otherwise expressly provided Provider. Provider shall have no obligations or liability arising from Customer's access and use of such linked Third Party websites, applications and services.

## 2.2 Proprietary Rights.

(a) Customer acknowledges and agrees that (as between Customer and Provider) Provider retains all ownership right, title, and interest in and to the Service, the API, the Documentation and the Content, including without limitation all corrections, enhancements, improvements to, or derivative works thereof (collectively, "Derivative Works"), and in all Intellectual Property Rights therein or thereto. To the extent any Derivative Work is developed by Provider based upon ideas or suggestions submitted by Customer to Provider, Customer hereby irrevocably assigns all rights to modify or enhance the Service and/or the API using such ideas or suggestions or joint contributions to Provider, together with all Intellectual Property Rights related to such Derivative Works. Nothing contained in this Agreement shall be construed to convey to Customer (or to any party claiming through Customer) any Intellectual Property Rights in or to the Service, the API, the Documentation and the Content, other than the rights expressly set forth in this Agreement.

(b) Provider acknowledges and agrees that (as between Customer and Provider) Customer retains all ownership right, title, and interest in and to the Customer Data, including all Intellectual Property Rights therein or thereto. Notwithstanding the foregoing, Customer hereby grants Provider and



its Affiliates a non-exclusive, royalty-free license to: (i) access, display, copy, distribute, transmit, publish, disclose and otherwise use all or any portion of the Customer Data to improve the Service, the API and the performance of Provider, including without limitation, submitting and sublicensing the Customer Data to Third Parties for analytical purposes, provided that (x) such Third Parties have entered into a written agreement with Provider to maintain the confidentiality of the Customer Data and (y) Provider shall not specifically identify the Customer Data as originating from Customer when providing the Customer Data to such Third Parties; (ii) integrate and incorporate the Customer Data with and into the DSI Data (collectively, the “Combined Data”); (iii) access, copy, view, analyze, process and use the Combined Data for the purpose of hosting, operating and providing the DSI Services; and (iv) use, copy and publish, and disclose, transmit and re-distribute all or any portion of the Combined Data to DSI customers in connection with their access and use of the DSI Services.

### **Section 3.0 Provider Responsibilities**

3.1 Implementation, Training and Support Program. During the Term Provider (or its agent, representative or designee) shall provide and maintain the ITSP. The ITSP shall be performed in accordance with the terms set forth at: [www.dudesolutions.com](http://www.dudesolutions.com), as amended from time-to-time.

3.2 Professional Services. Provider shall provide and perform professional, technical, consulting and/or other services (collectively, “Professional Services”) that are mutually agreed upon and described in one or more statements of work that expressly reference this Agreement. Each statement of work shall be effective, incorporated into and form a part of this Agreement when duly executed by an authorized representative of each of the parties. Each statement of work shall (i) describe the fees and payment terms with respect the Professional Services being provided pursuant to such statement of work, (ii) identify any work product that will be developed pursuant to such statement of work, and (iii) set forth each party’s respective ownership and proprietary rights with respect to any work product developed pursuant to such statement of work. Provider represents and warrants that all such Professional Services shall be performed in a professional and workmanlike manner.

3.3 Customer Data. Provider shall not edit or disclose any information regarding Customer’s Account, including any Customer Data, without Customer’s prior permission, except in accordance with this Agreement. Notwithstanding the foregoing, Provider is hereby permitted to provide certain statistical information (e.g., usage, average costs or time values, or user traffic patterns) in aggregated and de-identified form to Third Parties or to other subscribers.

#### **3.4 Service Levels.**

(a) Provider shall use commercially reasonable efforts to make the Service available (i) 99.9% of the time during the hours of 6:00 a.m. (Eastern time) to 10:00 p.m. (Eastern time), Monday through Friday, excluding holidays (“Business Hours”), and (ii) 99.5% of the time, determined on a twenty-four (24) hours a day, seven (7) days a week basis. Availability shall be calculated on a monthly basis. For purposes of calculating availability, the Service shall not be deemed unavailable during any period arising from: (i) routine system maintenance that is performed weekly during non-Business Hours; (ii) scheduled downtime for extended system maintenance (of which Provider shall give at least 8 hours’ prior notice and which Provider shall schedule to the extent reasonably practicable outside of Business Hours); and (iii) any unavailability caused by circumstances beyond Provider’s reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or

other labor problem (other than one involving Our employees), Internet service provider failure or delay, non-Provider software or hardware, or denial of service attack.

(b) Provider shall use reasonable efforts to ensure the availability of the API in accordance with the service levels described in Section 3.4(a). Notwithstanding the foregoing, Provider does not guarantee any required uptime, performance, or integrity of any product, application or service that integrates with and/or otherwise utilizes the API (including, without limitation, any such product, application or service developed by Customer). Moreover, Provider shall not be liable to Customer or any Third Party for the unavailability of the API or the failure of the API to perform in accordance with its specifications. Customer shall not represent to any Third Party any availability or performance levels with respect to the API.

3.5 Protection of Customer Data. Provider shall maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data. In addition, if Customer is a "Covered Entity" under HIPAA, Provider shall be Customer's "Business Associate" under HIPAA, and any Customer Data provided by Customer to Provider in their capacities as a Covered Entity and Business Associate, respectively, Provider and Customer shall enter into a Business Associate Agreement (the form of which shall be reasonably satisfactory to Provider).

## **Section 4.0 Third Party Interactions**

4.1 Relationship to Third Parties. In connection with Customer's use of the Service, Customer may: (i) enter into correspondence with and/or participate in promotions of advertisers or sponsors showing their goods and/or services through the Service; (ii) purchase goods and/or services, including implementation, customization, content, forms, schedules, integration and other services; (iii) exchange data, integrate, or interact between Customer's Account, the Service, the API and a Third Party provider; (iv) be offered additional functionality within the user interface of the Service through use of the API; and/or (v) be provided content, knowledge, subject matter expertise in the creation of forms, content and schedules. Any such activity, and any terms, conditions, warranties or representations associated with such activity, shall be solely between Customer and the applicable Third Party. Provider shall have no liability, obligation or responsibility for any such correspondence, purchase, promotion, data exchange, integration or interaction between Customer and any such Third Party.

4.2 Ownership. Customer is the owner of all Third Party content and data loaded into the Customer Account. As the owner, it is Customer's responsibility to make sure it meets its particular needs. Provider shall not comment, edit or advise Customer with respect to such Third Party content and data in any manner.

4.3 No Warranty or Endorsement. Provider does not warrant any Third Party providers or any of their products or services, whether or not such products or services are designated by Provider as "certified," "validated," "premier" and/or any other designation. Provider does not endorse any sites on the Internet which are linked through the Service. Provider is providing these links to Customer only as a matter of convenience, and in no event shall Provider be responsible for any content, products, or other materials on or available from such sites.

4.4 Additional Terms. The Disclaimer of Warranties (Section 8.1) and Limitation of Liability (Section 8.3) set forth herein shall apply to all Third Party interactions.

## **Section 5.0     Provider's Sales Agent**

5.1     Sales Agent. Notwithstanding anything to the contrary in this Agreement, Customer acknowledges and agrees that DSI has acted on Provider's behalf under this Agreement in DSI's limited capacity as Provider's sales agent. Customer acknowledges and agrees that (i) Customer will process payment for all Annual Fees or expenses owing to Provider under this Agreement through DSI, as Provider's collection agent, and not through Provider directly, (ii) except as provided in clause (iii), Customer will direct all ITSP inquiries to DSI and not to Provider directly, and (iii) DSI did not design, develop or create the Service or the API and DSI has not itself provided any warranties with respect to the Service and/or the API, and therefore Customer will direct any warranty claims with respect to the Service directly to Provider and not to DSI.

5.2     Third-Party Beneficiary. Customer acknowledges and agrees that DSI is third-party beneficiary to this Agreement and this Agreement shall not be amended in any manner that affects DSI's rights hereunder without DSI's prior written consent.

## **Section 6.0     Annual Fees**

6.1     Annual Fees. Customer shall, on or before the commencement of the Initial Term of a Service subscription, pay to DSI (as Provider's collection agent) the Annual Fee for such Service subscription. Thereafter, DSI (as Provider's collection agent) shall invoice Customer for each applicable Annual Fee at least sixty (60) days prior to the commencement of the applicable Renewal Term. Unless Customer provides written notice of non-renewal in accordance with Section 7.1, Customer agrees to pay all Annual Fees no later than thirty (30) days after the receipt of DSI's applicable invoice therefor. Customer is responsible for providing complete and accurate billing and contact information to DSI and Provider and notifying DSI and Provider of any changes to such information.

6.2     Automatic Payments. Customer shall, upon the written request from Provider or DSI, establish and maintain valid and updated credit card information or a valid ACH auto debit account (in each case, the "Automatic Payment Method"). Upon establishment of such Automatic Payment Method, DSI (as Provider's collection agent) is hereby authorized to charge any applicable Annual Fee using such Automatic Payment Method.

6.3     Renewal Charges. Provider maintains the right to increase Annual Fees and other applicable fees and charges in connection with each Renewal Term.

6.4     Taxes. Provider's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If Provider has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section 6.4, DSI (as Provider's collection agent) shall invoice Customer and Customer shall pay that amount unless Customer provides DSI with a valid tax exemption certificate authorized by the appropriate taxing authority. Customer agrees to indemnify and hold Provider harmless from any encumbrance, fine, penalty or other expense which Provider may incur as a result of Customer's failure to pay any Taxes required hereunder. For clarity, Provider is solely responsible for taxes assessable against Provider based on its income, property and employees.

## **Section 7.0     Term and Termination**

7.1 Term. This Agreement commences on the date Customer establishes its Account and continues until the Service subscription hereunder has expired or have been terminated (the “Term”). The initial term of the Service subscription shall be for a period of one (1) year (the “Initial Term”). Thereafter, the Service subscription shall automatically renew for successive one year periods (each, a “Renewal Term”) unless either party has provided written notice of its intent to not renew the Service subscription not less than thirty (30) days prior to the expiration of the then-current Initial or Renewal Term applicable to the Service subscription.

7.2 Termination of Agreement for Breach. Either party may terminate this Agreement (including its Service subscription and Account) prior to the expiration of the Term if the other party commits a material breach of this Agreement and fails to cure such breach within thirty (30) days after written notice of such breach is given by the non-breaching party; provided that if the breach involves a failure of Customer to pay any of the fees required under this Agreement, the cure period shall be reduced to ten (10) days. Without limiting the foregoing, in the event of a breach that gives rise to the right by Provider to terminate this Agreement, Provider may elect, as an interim measure, to suspend Customer’s access and use of the Service, the API (if applicable) and the Account until the breach is cured. Provider’s exercise of its suspension right shall be without prejudice to Provider’s right to terminate this Agreement upon written notice to Customer.

7.3 Termination for Convenience. Customer may terminate this Agreement (including its Service subscription and Account) at any time for convenience by providing DSI (as Provider’s sales agent) forty-five (45) days’ prior written notice to the following email address: [notice@dudesolutions.com](mailto:notice@dudesolutions.com). Upon termination by Customer pursuant to this Section 7.3, Customer may request in writing and be granted a refund in accordance with the following: (i) if Provider receives Customer’s written notice of termination within the first sixty (60) days after the commencement of the Initial Term, Provider shall refund to Customer eighty percent (80%) of the Annual Fee prepaid for the Initial Term (the “Initial Year Subscription Fee”); (ii) if Provider receives Customer’s written notice of termination during the Initial Term but after the first sixty (60) days thereof, Provider shall refund to Customer a pro rata portion of the Initial Year Subscription determined based upon the number of full months remaining in the Initial Term (based upon the effective date of termination); (iii) if Provider receives Customer’s written notice of termination during a Renewal Term, Provider shall refund to Customer a pro rata portion of the Annual Fee prepaid for such Renewal Term determined based upon the number of full months remaining in such Renewal Term (based upon the effective date of termination). For avoidance of doubt, no refund shall be granted with respect to fees for Professional Services.

7.4 Effect of Termination. Upon termination of this Agreement, (i) Customer’s access and use of the Service shall automatically cease, and (ii) Provider shall have no obligation to maintain the Customer Data or to forward the Customer Data to Customer or any Third Party.

7.5 Survival. The following portions of this Agreement shall survive termination of this Agreement and continue in full force and effect: Sections 2.1(e), 2.2, 7.4, 8, 9 and 10. Termination of this Agreement, or any of the obligations hereunder, by either party shall be in addition to any other legal or equitable remedies available to such party, except to the extent that remedies are otherwise limited hereunder.

## **Section 8.0 Disclaimers and Indemnification**

8.1 Disclaimer of Warranties. TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE, THE API, ALL SERVER AND NETWORK COMPONENTS, WEB SERVICES, SOFTWARE AND THE DOCUMENTATION, ARE PROVIDED ON AN “AS-IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND. PROVIDER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CUSTOMER ACKNOWLEDGES THAT PROVIDER DOES NOT WARRANT THAT THE SERVICE OR THE API WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE, OR FREE FROM VIRUSES OR OTHER MALICIOUS SOFTWARE, OR THAT ANY DEFECT IN THE SERVICE OR THE API WILL BE CORRECTED. IN ADDITION, PROVIDER MAKES NO WARRANTIES THAT THE API SHALL NOT CAUSE DISRUPTIONS, ERRORS, LOSS OF DATA, LOSS OF USE, OR OTHER PROBLEMS WITH ANY THIRD PARTY APPLICATION, CUSTOMER APPLICATION AND/OR ANY COMPUTER ON WHICH ANY SUCH APPLICATION IS INSTALLED OR USED. PROVIDER IS NOT RESPONSIBLE FOR ANY DAMAGES OR HARM ARISING FROM CUSTOMER’S USE OF THE API AND/OR ANY CUSTOMER APPLICATION. NO INFORMATION OR ADVICE OBTAINED BY CUSTOMER OR OTHER THIRD PARTIES FROM PROVIDER OR THROUGH THE SERVICE OR THE API SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

8.2 Indemnification.

(a) *Indemnity by Provider.* Provider shall defend, indemnify and hold harmless Customer from any loss, damage or expense (including reasonable attorneys’ fees) awarded by a court of competent jurisdiction, or paid in accordance with a settlement agreement signed by Customer, in connection with any Third Party claim (each, a “Claim”) alleging that Customer’s use of the Service as expressly permitted hereunder infringes upon any United States patent, copyright or trademark of such Third Party, or misappropriates the trade secret of such Third Party; provided that Customer (x) promptly gives Provider written notice of the Claim; (y) gives Provider sole control of the defense and settlement of the Claim; and (z) provides to Provider all reasonable assistance, at Provider’s expense. If Provider receives information about an infringement or misappropriation claim related to the Service, Provider may in its sole discretion and at no cost to Customer: (i) modify the Service so that it no longer infringes or misappropriates, (ii) obtain a license for Customer’s continued use of the Service, or (iii) terminate this Agreement (including Customer’s Service subscriptions and Account) upon prior written notice and refund to Customer any prepaid Annual Fee covering the remainder of the term of the terminated Service subscriptions. Notwithstanding the foregoing, Provider shall have no liability or obligation with respect to any Claim that is based upon or arises out of (A) use of the Service in combination with any software or hardware not expressly authorized by Provider, (B) any modifications or configurations made to the Service by Customer without the prior written consent of Provider, and/or (C) any action taken by Customer relating to use of the Service that is not permitted under the terms of this Agreement. This Section 8.2(a) states Customer’s exclusive remedy against Provider for any Claim of infringement of misappropriation of a Third Party’s Intellectual Property Rights related to or arising from Customer’s use of the Service.

(b) Customer shall defend, indemnify and hold harmless Provider from any loss, damage or expense (including reasonable attorneys’ fees) awarded by a court of competent jurisdiction, or paid in accordance with a settlement agreement signed by Provider, in connection with any Claim alleging that the Customer Data, or Customer’s use of the Service or the API in breach of this Agreement, infringes upon any United States patent, copyright or trademark of such Third Party, or misappropriates the trade secret of such Third Party; provided that Provider (x) promptly gives Customer written notice of the Claim; (y) gives Customer sole control of the defense and settlement of the Claim; and (z) provides to Customer all reasonable assistance, at Customer’s expense. This Section 8.2(b) states Provider’s exclusive remedy

against Customer for any Claim of infringement of misappropriation of a Third Party's Intellectual Property Rights related to or arising from the Customer Data or Customer's use of the Service.

8.3 Limitation of Liability. IN NO EVENT SHALL PROVIDER, IN THE AGGREGATE, BE LIABLE FOR DAMAGES TO CUSTOMER IN EXCESS OF THE AMOUNT OF ANNUAL FEES PAID BY CUSTOMER TO PROVIDER (INCLUDING PAYMENTS TO DSI, AS PROVIDER'S COLLECTION AGENT, FOR USE OF THE SERVICE) PURSUANT TO THIS AGREEMENT DURING THE TWELVE MONTHS PRIOR TO THE LAST ACT OR OMISSION GIVING RISE TO THE LIABILITY. UNDER NO CIRCUMSTANCES SHALL PROVIDER HAVE ANY LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR LOSS OF PROFITS, OR CONSEQUENTIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING, AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE. FOR AVOIDANCE OF DOUBT, CUSTOMER ACKNOWLEDGES AND AGREES THAT DSI IS NOT A PARTY TO THIS AGREEMENT AND, THEREFORE, IN NO EVENT SHALL DSI BE LIABLE FOR DAMAGES TO CUSTOMER HEREUNDER.

## **Section 9.0 Confidentiality**

9.1 Protection of Confidential Information. The Receiving Party agrees that it shall (i) hold the Disclosing Party's Confidential Information in strict confidence and shall use the same degree of care in protecting the confidentiality of the Disclosing Party's Confidential Information that it uses to protect its own Confidential Information, but in no event less than reasonable care, (ii) not use the Confidential Information of the Disclosing Party for any purpose not permitted by this Agreement; (iii) not copy any part of the Disclosing Party's Confidential Information except as expressly permitted by this Agreement, (iv) limit access to the Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

9.2 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party shall reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

9.3 Remedies. Recipient acknowledges that Disclosing Party would have no adequate remedy at law should Receiving Party breach its obligations relating to Confidential Information and agrees that Disclosing Party shall be entitled to enforce its rights by obtaining appropriate equitable relief, including without limitation a temporary restraining order and an injunction.

## **Section 10.0 Miscellaneous**

10.1 Authority. Customer represents and warrants that: (i) it has full right, title and authority to enter into this Agreement; and (ii) this Agreement constitutes a legal, valid and binding obligation of Customer, enforceable against it in accordance with its terms.

10.2 Acceptance of Privacy Policy. All data and information provided by Customer through its use of the Service is subject to Provider's privacy policy, as amended from time-to-time, which can be viewed by clicking the "Privacy" hypertext link located within the Service. By using the Service, Customer accepts and agrees to be bound and abide by such privacy policy.

10.3 Governing Law. This Agreement and any dispute arising out of or in connection with this Agreement shall be governed by and construed under the laws of the State of North Carolina, without regard to the principles of conflict of laws.

10.4 Relationship of the Parties. Provider is performing pursuant to this Agreement only as an independent contractor. Provider has the sole obligation to supervise, manage, contract, direct, procure, perform or cause to be performed its obligations set forth in this Agreement, except as otherwise agreed upon by the parties. Nothing set forth in this Agreement shall be construed to create the relationship of principal and agent between Provider and Customer. Provider shall not act or attempt to act or represent itself, directly or by implication, as an agent of Customer or its affiliates or in any manner assume or create, or attempt to assume or create, any obligation on behalf of, or in the name of, Customer or its affiliates.

10.5 Waiver. No failure or delay by either party in enforcing any of its rights under this Agreement shall be construed as a waiver of the right to subsequently enforce any of its rights, whether relating to the same or a subsequent matter.

10.6 Assignment. Customer shall have no right to transfer, assign or sublicense this Agreement or any of its rights, interests or obligations under this Agreement to any Third Party and any attempt to do so shall be null and void. Provider shall have the full ability to transfer, assign or sublicense this Agreement or any of its rights, interests or obligations under this Agreement.

10.7 Force Majeure. Subject to the limitations set forth below and except with respect to any payment obligations of Customer, neither party shall be held responsible for any delay or default, including any damages arising therefrom, due to any act of God, act of governmental entity or military authority, explosion, epidemic casualty, flood, riot or civil disturbance, war, sabotage, unavailability of or interruption or delay in telecommunications or Third Party services, failure of Third Party software, insurrections, any general slowdown or inoperability of the Internet (whether from a virus or other cause), or any other similar event that is beyond the reasonable control of such party (each, a "Force Majeure Event"). The occurrence of a Force Majeure Event shall not excuse the performance by a party unless that party promptly notifies the other party of the Force Majeure Event and promptly uses its best efforts to provide substitute performance or otherwise mitigate the force majeure condition.

10.8 Notices. Except as otherwise specified in Section 7.3 of this Agreement, all notices, instructions, requests, authorizations, consents, demands and other communications hereunder shall be in writing and shall be delivered by one of the following means, with notice deemed given as indicated in parentheses: (a) by personal delivery (when actually delivered); (b) by overnight courier (upon written verification of receipt); (c) by certified or registered mail, return receipt requested (upon verification of receipt); or (d) solely with respect to notices to Customer, via electronic mail to the e-mail address maintained on Customer's Account. All notices to Provider shall be addressed as follows: Smartware Group, Inc., P.O. Box 188, Center Harbor, NH 03226, Attention: Legal Department.

10.9 Interpretation of Agreement. The Section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties, and shall not affect in any way the meaning or interpretation of this Agreement. Any reference to any federal, state, local or foreign

statute or law shall be deemed to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.

10.10 Third Party Beneficiaries. Customer acknowledges and agrees that DSI is third-party beneficiary to this Agreement and this Agreement shall not be amended in any manner that affects DSI's rights hereunder without DSI's prior written consent. Except as expressly provided in the foregoing sentence, no person or entity not a party to this Agreement will be deemed to be a third-party beneficiary of this Agreement or any provision hereof.

10.11 Severability. The invalidity of any portion of this Agreement shall not invalidate any other portion of this Agreement and, except for such invalid portion, this Agreement shall remain in full force and effect.

10.12 Entire Agreement. This Agreement is the entire agreement between Customer and Provider regarding Customer's use of the Service and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. The parties agree that any term or condition stated in any purchase order or in any other order documentation is void.

10.13 Modifications. Provider may revise the terms of this Agreement from time-to-time and shall post the most current version of this Agreement on its website. If a revision meaningfully reduces Customer's rights, Provider shall notify Customer.



*[Remainder of page intentionally left blank; signature page to follow]*



IN WITNESS WHEREOF, the undersigned have executed this Agreement.

**Dude Solutions, Inc.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed



## Recommendation for New Contracts

AEPA IFB Click or tap here to enter text.

### Instructions

Send this completed, signed recommendation, with supporting documents attached, to Tammy Hurst, AEPA President, George Wilson, AEPA Executive Director and Jane Eastes, AEPA Bid Chair no later than **Friday, October 11, 2019.**

### Signatures:

Committee Chair: Cara Hart

Committee Member: Tina Smith

Committee Member: Click or tap here to enter text.

Committee Member: Click or tap here to enter text.

### Methodology Used by the Committee for Determination:

           Low responsive and responsible bidder(s) based on the attached price tabulation.

           Low responsive and responsive bidder(s) based on the attached market basket study tabulation.

X Responsive and responsible bidder(s) based on the highest catalog discount.

### Bids received that were rejected PRIOR to evaluation with cause for rejection:

Not applicable.

### Bids received that were rejected DURING evaluation with cause for rejection:

AkitaBox, Inc. for the following reasons:

Insufficient staff to support a national contract.

Many exclusions, most importantly Inventory, which is very important to schools.

Numerous reporting limitations – inventory, utility, work order management.

They do not appear to be a facility management software, but more of a mapping tool.

Because of these reasons, they were not moved forward for a cost comparison, which would be challenging to do.

### Vendors recommended with reason for recommendation:

Dude Solutions, Inc.

Dude Solutions has been an AEPA vendor since the beginning with a strong track record in support and sales. They have a national network that supports the contract.

### Proposed Motion:

It is recommended by the Category Committee that AEPA reject the bids from AkitaBox, Inc..

**Proposed Motion:**

It is recommended by the Category Committee that AEPA approve the bids from Dude Solutions, Inc. for a recommended contract by our participating member agencies.



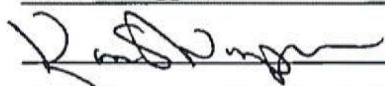
## Acceptance of Bid & Contract Award

Association of Educational  
PURCHASING AGENCIES

**Instructions:** PART I of this form is to be completed by the Bidder and signed by its Authorized Representative. PART II will be completed by the AEPA Member Agency only upon the occasion of the bid award. If approved by AEPA, the Bidder is required to produce a copy of the document for each of the AEPA Member Agency with which it contracts.

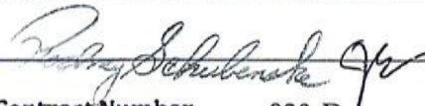
### PART I: BIDDER

In compliance with the Invitation for Bid (IFB), the undersigned warrants that I/we have examined all Instructions to Bidders, associated documents, and being familiar with all of the conditions of the bid, hereby offer and agree to furnish all labor, materials, supplies and equipment incurred in compliance with all terms, conditions, specifications and amendments associated with this IFB and any written exceptions to the bid. Signature also certifies understanding and compliance with the certification requirements of the AEPA Member Agency's Terms and Conditions and/or Special Terms and Conditions. The undersigned understands that their competence, ability, capacity and obligations to offer and provide the proposed tangible personal property, professional services, construction services and other services on behalf of the Bidder Partner as well as other factors of interest to the AEPA Member Agency as stated in the evaluation section, will be a consideration in making the award.

Business Name	<u>Dude Solutions, Inc.</u>	Date	<u>9/10/2019</u>
Address	<u>11000 Regency Parkway Suite 110</u>	City, State Zip	<u>Cary, NC 27518</u>
Contact Person	<u>Karen Waggener</u>	Title	<u>Chief Financial Officer</u>
Authorized Signature		Title	<u>Chief Financial Officer</u>
Email	<u>karen.waggener@dudesolutions.com</u>	Phone	<u>(866) 455-3833</u>

### PART II: AWARDING MEMBER AGENCY

Your bid response for the above identified bid is hereby accepted. As a Bidder Partner you are now bound to offer and provide the products and services identified within this IFB, your response and approved by AEPA, including all terms, conditions, specifications, exceptions and amendments. As Bidder Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. The intent of this contract is to constitute the final and complete agreement between the AEPA Member Agency and Bidder Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to fifteen (15) months and will commence on the date indicated below and continue until February 28, 2021, unless terminated, canceled or extended. By mutual written agreement as warranted, the contract may be extended month by month up to six (6) months or for three (3) additional 12-month periods.

Awarding Agency	<u>North Dakota Educators Service Cooperatives</u>		
Authorized Representative	<u>Rodney Scherbenske, Board President</u> 		
Awarded this	<u>2nd</u>	day of	<u>January 2020</u>
Contract to commence	<u>Contract Number 020-D</u>		
(Member Agency to select)	<u>January 6, 2020</u>	<u>-Or- March 1, 2020-</u>	