

CONTRACT APPROVAL FORM

CS-20-002

(Contract Management Use only)

CONTRACT
TRACKING NO.

CM2881

CONTRACTOR INFORMATION

Name: Dude Solutions, Inc.

Address: 11000 Regency Parkway, Suite 110 Cary, NC 27518

City State Zip

Contractor's Administrator Name: Melissa Buchanan Title: Contracts Manager

Tel#: (919) 674-8602 Fax: (919) 357-1763 Email: melissa.buchanan@dudesolutions.com

CONTRACT INFORMATION

Contract Name: Dude Solutions, Inc. Asset Essentials System Support Contract Value: \$95,176.71 (3yrs)

Brief Description: Support for the Asset Essential System for Work Orders, Inventory, Pars & Recreation, Fleet, Streets/Signs/Sidewalks, Capitol Forecast, and support.

3Yr Agreement: Facilities \$24,619.41 each year; Road Dept \$7,106.16 each year for a total contract price of \$95,176.71

Contract Dates : From: 10/1/20 to: 9/30/23 Status: X New Renew Amend# WA/Task Order

How Procured: XX Sole Source Single Source ITB RFP RFQ Coop. Other

Initial term of 1 year
\$ 31,725.57
with option to renew for two(2) additional (1) year terms

If Processing an Amendment:

Contract #: Increase Amount of Existing Contract:

New Contract Dates: to TOTAL OR AMENDMENT AMOUNT: \$

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

1.	<u>[Signature]</u> Department Head Signature	<u>6/29/20</u> Date	<u>Facilities Maintenance and Road Dept.</u> Submitting Department
2.	<u>[Signature]</u> Contract Management	<u>7/1/2020</u> Date	<u>01073519-546020 and 03404541-546020</u> Funding Source/Acct #
3.	<u>[Signature]</u> Office of Management & Budget	<u>7/17/20</u> Date	<u>24,619.41 / 7,106.16</u>
4.	<u>[Signature]</u> County Attorney (approved as to form only)	<u>[Signature]</u> Date	

Comments:

COUNTY MANAGER - FINAL SIGNATURE APPROVAL

[Signature]
Michael Mullin

[Signature]
Date

RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

Original: Clerk's Services; Contractor (original or certified copy)

Copy: Department
Office of Management & Budget
Contract Management
Clerk Finance

Nassau County Board of County Commissioners
Sole Source/Single Source Certification Form

Vendor Name: Dude Solutions, Inc.
Address: 11000 Regency Parkway, Suite 110
Cary, NC 27518
Phone: 919-674-8602 or 919-357-1763
Contact Name: Melissa Buchanan
Account: Facilities 01073519-546020 & Road 03404541-546020

Department: Facilities Maintenance Dept
Department Head Signature: [Signature]
Date: 6/29/20
Initial Term of one (1) year with
Cost: (3 Years) \$95,176.71

Description of Commodity:

Dude Solutions, Inc. Asset Essentials: Work Order, Inventory, Parks Recreation and Forestry Modules, Streets, Signs/Sidewalks, Fleet Module, Capitol Forecast, Connector Tool Kit, and support. (3-year agreement) below is a break out for each year by the department.
3 Yr Agreement: Facilities Dept: per year = \$24,619.41; Road Dept: per year = \$7,106.16

option to
renew for
two (2)
additional
(2) year
terms
SA

Check one (1) of the following two (2) choices:

- ☒ Sole Source: The goods or services can be legally purchased from only one source.
- Single Source: The goods or services can be purchased from multiple sources, but, in order to meet certain functional or performance requirements, there is only one economically feasible source for this purchase.

Please check all of the following that apply:

- ☒ Purchase can only be obtained from original manufacturer-not available through distributors.
- ☒ Only authorized area distributor of the original manufacturer.
- Parts/Equipment are not interchangeable with similar parts of another manufacturer.
- This is the only known source that will meet the specialized needs of this department or perform the intended function.
- This source must be used to meet warranty or service maintenance requirements.
- ☒ This source is required for standardization.
- None of the above apply.

Comments/Explanations: (required)

Facilities Maintenance has been using the Dude Solutions Asset Essentials System for almost 2 years, and the Road Dept. started using the program last fall. The attached agreement is for the program elements and support. With out this agreement we will not be able to continue using the system.

Approval: [Signature]

County Manager

Date 7/2/20

Q-182484

PREPARED BY

Dude Solutions, Inc.

PREPARED FOR

Nassau County

PUBLISHED ON

June 25, 2020

June 25, 2020
Nassau County

Thank you for your continued support of our market leading solutions for improving efficiency in operations. We are excited about providing you with online tools that will help you save money, increase efficiency and improve services. Dude Solutions, Inc. is dedicated to providing best in class solutions, including the following for Nassau County.

Item	Term	Investment
Asset Essentials	Annual	\$6,926.25
Facilities/Physical Plant Module	Annual	\$3,076.26
Parks, Recreation and Forestry Module	Annual	\$3,076.26
Fleet Module	Annual	\$3,076.26
Asset Essentials Inventory	Annual	\$2,311.86
Asset Essentials Connector Toolkit	Annual	\$3,876.09
Streets/Signs/Sidewalks Module	Annual	\$3,230.07
Asset Essentials Capital Forecast	Annual	\$6,152.52
Total Investment:		\$31,725.57 USD

Service dates: 10/01/2020- 09/30/2021

*your Sourcwell (formerly NJPA) discount has been applied

Proposal terms

- Proposal has been prepared for Nassau County ("Subscriber")
- Proposal expires in sixty (60) days
- Initial Term: 12 months

Order Form terms

- This Order Form and its Services are governed by the terms of the Dude Solutions, Inc. Subscription Agreement found at <https://www.dudesolutions.com/terms> (<https://www.dudesolutions.com/terms>) ("Terms"), unless Subscriber has a separate written agreement executed by Dude Solutions, Inc. ("DSI") for the Services, in which case the separate written agreement will govern. Acceptance is expressly limited to these Terms. Any additional or different terms proposed by Subscriber (including, without limitation, any terms contained in any Subscriber purchase order) are objected to and rejected and will be deemed a material alteration hereof.
- Acceptance of this Order Form on behalf of a company or legal entity represents that you have authority to bind such entity and its affiliates to the order, terms and conditions herein. If you do not have such authority, or you do not agree with the Terms set forth herein, you must not accept this Order Form and may not use the Service.
- The Effective Date of the Agreement between Subscriber and DSI is the date Subscriber accepts this Order Form.
- The Term of this Agreement shall be three (3) years, with each Renewal Term billed annually. The first Renewal Term is for the period of October 1, 2020 through September 30, 2021. The Subscriber may renew this Agreement for up to two (2) additional one (1) year terms.

Additional information

- DSI fees do not include any taxes, levies, duties, or similar government assessments for which Subscriber may be responsible. Tax exemption certifications can be sent to accountsreceivable@dudesolutions.com (<mailto:accountsreceivable@dudesolutions.com>).
- Billing frequency other than annual is subject to additional processing fees.
- Please reference Q-182484 on any applicable purchase order; address purchase order to: Dude Solutions, 11000 Regency Parkway, Suite 110, Cary, NC 27518
- Dude Solutions, Inc. maintains the necessary liability coverage for its products and professional services. Proof of insurance can be provided upon request.

Submitted By:

Representative Name:Doria Zarfaty

Date: June 25, 2020

Please address the purchase order to:

Dude Solutions, Inc

11000 Regency Parkway, Suite 110

Cary, NC 27518

Q-182484

**Accepted by: Nassau
County**

Michael Mullin

Printed Name



Signed Name

County Manager

Title

7/22/2020

Date

Dude Solutions Acceptance:

Brian Benfer

Printed Name

 Brian Benfer

Signed Name

SVP Sales

Title

7/6/2020

Date

Suzie Fontes

Backup

From: Melissa Buchanan <melissa.buchanan@dudesolutions.com>
Sent: Tuesday, June 23, 2020 9:37 AM
To: Suzie Fontes
Subject: Dude Solutions contract
Attachments: q-182484.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

CONTAINS EXTERNAL SENDER CONTENT: Do not open attachments unless you are expecting them and trust the sender.

- Technical Services

Hi Suzie,

Please see attached. On page 3 there is a bullet that states: "The Term of this Agreement shall be three (3) years, with each Renewal Term billed annually. The first Renewal Term is for the period of October 1, 2020 through September 30, 2021. The Subscriber may renew this Agreement for up to two (2) additional one (1) year terms."

I can add a dual signature page to the document if this will cover what is needed.

Best regards,

Melissa Buchanan / Contracts Manager / Dude Solutions / P 919.674.8602 / M 919.357.1763

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Dude Solutions Recap		01073519-546020	03404541-546020
FY Costs		20/21	20/21
Department Costs.		FMD	Road Dept
Asset Essentials		\$ 6,926.25	
Facilities/Physical Plant Module		\$ 3,076.26	
Parks, Recreation And Forestry Module		\$ 3,076.26	
Fleet Module		\$ 3,076.26	
Asset Essentials Inventory		\$ 2,311.86	
Asset Essentials Connector Tool Kit			\$ 3,876.09
Streets/Signs/Sidewalks Module			\$ 3,230.07
Asset Essentials Capitol Forecast		\$ 6,152.52	
Total		\$ 24,619.41	\$ 7,106.16
\$ 31,725.57	20/21	\$ 24,619.41	\$ 7,106.16
\$ 31,725.57	21/22	\$ 24,619.41	\$ 7,106.16
\$ 31,725.57	22/23	\$ 24,619.41	\$ 7,106.16

\$ **95,176.71**
Contract Total

Per Dept.	\$ 73,858.23	\$ 21,318.48
Contract Total per Dept 3 years	01073519-546020	03404541-546020

Suzie Fontes

From: Melissa Buchanan <melissa.buchanan@dudesolutions.com>
Sent: Thursday, June 25, 2020 4:48 PM
To: Suzie Fontes
Subject: RE: Dude Solutions contract
Attachments: Sourcewell 2020 Price Book - Government 05.18.2020.xlsx; q-182484.pdf

CONTAINS EXTERNAL SENDER CONTENT: Do not open attachments unless you are expecting them and trust the sender.

- Technical Services

Hi Suzie,

As a reminder, subscription renewal pricing under the Sourcewell agreement cannot exceed the contract price. All pricing for your services adheres to this.

Item	Nassau County Extended Price	Sourcewell Not to Exceed Price (inclusive of 21% discount)	Location in Price Book
Asset Essentials	\$6,926.25	\$10,570.99 13,381 Page 1 F	W&A Pop Renewals Only tab, Column F, Row19 ✓
Facilities/Physical Plant Module	\$3,076.26	\$4,698.13 5947 Page 1 G	W&A Pop Renewals Only tab, Column G, Row19 ✓
Parks, Recreation and Forestry Module	\$3,076.26	\$4,698.13 5947 Page 1 G	W&A Pop Renewals Only tab, Column G, Row19 ✓
Fleet Module	\$3,076.26	\$4,698.13 5947 Page 1 G	W&A Pop Renewals Only tab, Column G, Row19 ✓
Asset Essentials Inventory	\$2,311.86	\$3,523.40 4460 Page 1 G	W&A Pop Renewals Only tab, Column J, Row19 ✓
Asset Essentials Connector Toolkit	\$3,876.09	\$5,618.48 7112 Pg 2 E	Work & Asset tab, Column N, Row 19 ✓
Streets/Signs/Sidewalks Module	\$3,230.07	\$4,698.13 5947 Page 1 G	W&A Pop Renewals Only tab, Column G, Row19 ✓
Asset Essentials Capital Forecast	\$6,152.52	\$10,702.92 13,548 Pg 2 O	Work & Asset tab, Column O, Row 19 ✓

If I can help with anything else, please let me know!

Best regards,

Melissa Buchanan / Contracts Manager / Dude Solutions / P 919.674.8602 / M 919.357.1763

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Government Price Book | Work & Asset (Cities & Counties)

W&A Pop Renewals Only

			Asset Essentials Base Solution & Add-Ons		Asset Essentials Base Solution & Add-Ons		Asset Essentials Base Solution & Add-Ons		Asset Essentials Base Solution & Add-Ons		Asset Essentials Base Solution & Add-Ons	
Block Name	Population Range		Asset	Workflow	Asset	Pro Workflow	AE Inventory	AE Connect	Asset Essentials			Enterprise
			Essentials	Module	Essentials Pro	Module	AE Inventory	GIS	Enterprise			Enterprise
			AEss-Gov	See Below ^{(1) (2)}	AEss-GovPro	See Below ^{(1) (2)}	AEss-GovInv ⁽²⁾	AEss-GovConGIS	AEss-ENT-GOV			AEss-ENT-GOV
			Base Solution	Add-On	Base Solution	Add-On	Add-On	Add-On	Base Solution			Base Solution
Cities			F	G	H	I	J	K	L			
Muni / City Pop: 0 - 3,999	0	3,999	\$ 1,809	\$ 806	\$ 2,171	\$ 968	\$ 608	\$ 4,485	Custom			
Muni / City Pop: 4,000 - 8,999	4,000	8,999	2,651	1,178	3,181	1,414	880	5,278	Custom			
Muni / City Pop: 9,000 - 14,999	9,000	14,999	4,113	1,828	4,936	2,194	1,376	5,861	Custom			
Muni / City Pop: 15,000 - 21,999	15,000	21,999	5,501	2,447	6,601	2,937	1,834	6,839	Custom			
Muni / City Pop: 22,000 - 29,999	22,000	29,999	6,902	3,087	8,282	3,680	2,305	8,196	Custom			
Muni / City Pop: 30,000 - 44,999	30,000	44,999	9,206	4,089	11,047	4,906	3,073	9,763	Custom			
Muni / City Pop: 45,000 - 59,999	45,000	59,999	11,288	5,019	13,545	6,023	3,767	11,319	Custom			
Muni / City Pop: 60,000 - 89,999	60,000	89,999	13,381	5,947	16,057	7,137	4,480	12,880	Custom			
Muni / City Pop: 90,000 - 119,999	90,000	119,999	15,264	6,784	18,317	8,141	5,093	13,887	Custom			
Muni / City Pop: 120,000 - 149,999	120,000	149,999	17,359	7,712	20,831	9,255	5,787	15,221	Custom			
Muni / City Pop: 150,000 - 179,999	150,000	179,999	19,441	8,642	23,329	10,371	6,481	17,569	Custom			
Muni / City Pop: 180,000 - 249,999	180,000	249,999	21,534	9,571	25,841	11,485	7,174	19,904	Custom			
Muni / City Pop: 250,000	250,000	—	Custom	Custom	Custom	Custom	Custom	Custom	Custom			
Counties			F	G	H	I	J	K	L			
County Pop: 0 - 9,999	0	9,999	\$ 1,809	\$ 806	\$ 2,171	\$ 968	\$ 608	\$ 966	Custom			
County Pop: 10,000 - 19,999	10,000	19,999	2,651	1,178	3,181	1,414	880	1,412	Custom			
County Pop: 20,000 - 29,999	20,000	29,999	4,250	1,889	5,100	2,267	1,412	2,268	Custom			
County Pop: 30,000 - 39,999	30,000	39,999	5,365	2,385	6,438	2,862	1,784	2,863	Custom			
County Pop: 40,000 - 59,999	40,000	59,999	6,902	3,067	8,282	3,680	2,305	3,680	Custom			
County Pop: 60,000 - 89,999	60,000	89,999	9,206	4,089	11,047	4,906	3,073	4,906	Custom			
County Pop: 90,000 - 119,999	90,000	119,999	11,288	5,019	13,545	6,023	3,767	6,022	Custom			
County Pop: 120,000 - 149,999	120,000	149,999	13,307	5,917	15,968	7,100	4,436	7,100	Custom			
County Pop: 150,000 - 179,999	150,000	179,999	15,401	6,845	18,481	8,214	5,129	8,215	Custom			
County Pop: 180,000 - 249,999	180,000	249,999	17,359	7,712	20,831	9,255	5,787	9,256	Custom			
County Pop: 250,000 - 349,999	250,000	349,999	19,441	8,642	23,329	10,371	6,481	10,371	Custom			
County Pop: 350,000 - 500,000	350,000	500,000	21,534	9,571	25,841	11,485	7,174	11,486	Custom			
County Pop: 500,001 - 649,999	500,001	649,999	24,768	11,002	29,722	13,203	8,252	13,208	Custom			
County Pop: 650,000 - 799,999	650,000	799,999	28,485	12,651	34,182	15,181	9,491	15,190	Custom			
County Pop: 800,000 - 949,999	800,000	949,999	32,759	14,546	39,311	17,455	10,916	17,470	Custom			
County Pop: 950,000 - 1,100,000	950,000	1,100,000	37,679	16,727	45,214	20,072	12,563	20,097	Custom			
County Pop: >1,100,000	>1,100,000	—	Custom	Custom	Custom	Custom	Custom	Custom	Custom			
Other			F	G	H	I	J	K	L			
See User Based	—	—	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

Government Price Book | Work & Asset (Cities & Counties)

Block Name	Population Range		F		G		I		J		L		N		O	
	Min	Max	AE Core		AE Core ++		AE Professional		AE Professional ++		AE Enterprise		AE Add-Ons		AE Add-Ons	
			Asset Essentials Core		Asset Essentials Core Plus		Asset Essentials Professional		Asset Essentials Professional Plus		Asset Essentials Enterprise		Connector		AE Capital	
			AEss-PopCore		AEss-PopCorePlus		AEss-PopPro		AEss-PopProPlus		AEss-PopEnt		AEss-GovCTK		AEss-GovCapF	
			Core Solution		Core Plus Solution		Core Solution		Core Plus Solution		Core Solution		Add-On		Add-On	

Cities

Muni / City Pop: 0 - 3,999	0	3,999	\$	3,670	\$	4,405	\$	5,506	\$	6,608	\$	8,260	\$	963	\$	1,835
Muni / City Pop: 4,000 - 8,999	4,000	8,999		5,364		6,437		8,047		9,656		12,070		1,408		2,681
Muni / City Pop: 9,000 - 14,999	9,000	14,999		8,334		10,001		12,498		14,997		18,743		2,186		4,164
Muni / City Pop: 15,000 - 21,999	15,000	21,999		11,142		13,370		16,717		20,060		25,079		2,927		5,575
Muni / City Pop: 22,000 - 29,999	22,000	29,999		13,979		16,775		20,965		25,158		31,444		3,668		6,986
Muni / City Pop: 30,000 - 44,999	30,000	44,999		18,643		22,371		27,957		33,548		41,927		4,890		9,314
Muni / City Pop: 45,000 - 59,999	45,000	59,999		22,863		27,435		34,295		41,154		51,443		6,001		11,431
Muni / City Pop: 60,000 - 89,999	60,000	89,999		27,095		32,514		40,843		48,771		60,984		7,112		13,548
Muni / City Pop: 90,000 - 119,999	90,000	119,999		30,913		37,096		46,367		55,640		69,547		8,113		15,453
Muni / City Pop: 120,000 - 149,999	120,000	149,999		35,147		42,176		52,716		63,259		79,069		9,225		17,570
Muni / City Pop: 150,000 - 179,999	150,000	179,999		39,367		47,241		59,054		70,865		88,584		10,336		19,687
Muni / City Pop: 180,000 - 249,999	180,000	249,999		43,599		52,319		65,402		78,482		98,105		11,447		21,804
Muni / City Pop: 250,000	250,000	--		Custom		Custom		Custom		Custom		Custom		Custom		Custom

Counties

County Pop: 0 - 9,999	0	9,999	\$	3,670	\$	4,405	\$	5,506	\$	6,608	\$	8,260	\$	963	\$	1,835
County Pop: 10,000 - 19,999	10,000	19,999		5,364		6,437		8,047		9,656		12,070		1,408		2,681
County Pop: 20,000 - 29,999	20,000	29,999		8,602		10,322		12,905		15,486		19,360		2,260		4,305
County Pop: 30,000 - 39,999	30,000	39,999		10,860		13,031		16,292		19,550		24,441		2,853		5,434
County Pop: 40,000 - 59,999	40,000	59,999		13,979		16,775		20,965		25,158		31,444		3,668		6,986
County Pop: 60,000 - 89,999	60,000	89,999		18,643		22,371		27,957		33,548		41,927		4,890		9,314
County Pop: 90,000 - 119,999	90,000	119,999		22,863		27,435		34,295		41,154		51,443		6,001		11,431
County Pop: 120,000 - 149,999	120,000	149,999		26,947		32,337		40,425		48,510		60,641		7,076		13,478
County Pop: 150,000 - 179,999	150,000	179,999		31,181		37,417		46,774		56,129		70,164		8,187		15,594
County Pop: 180,000 - 249,999	180,000	249,999		35,147		42,176		52,716		63,259		79,069		9,225		17,570
County Pop: 250,000 - 349,999	250,000	349,999		39,367		47,241		59,054		70,865		88,584		10,336		19,687
County Pop: 350,000 - 500,000	350,000	500,000		43,599		52,319		65,402		78,482		98,105		11,447		21,804
County Pop: 500,001 - 649,999	500,001	649,999		50,141		60,169		75,204		90,244		112,798		13,163		25,078
County Pop: 650,000 - 799,999	650,000	799,999		57,663		69,196		86,481		103,777		129,708		15,139		28,845
County Pop: 800,000 - 949,999	800,000	949,999		66,313		79,576		99,448		119,338		149,150		17,411		33,178
County Pop: 950,000 - 1,100,000	950,000	1,100,000		76,276		91,531		114,378		137,254		171,532		20,028		38,159
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	User Based	User Based	User Based	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

From: Suzie Fontes <sfontes@nassaucountyfl.com>
Sent: Thursday, June 25, 2020 2:14 PM
To: Melissa Buchanan <melissa.buchanan@dudesolutions.com>
Subject: RE: Dude Solutions contract

Wonderful Thank you so much.

From: Melissa Buchanan <melissa.buchanan@dudesolutions.com>
Sent: Thursday, June 25, 2020 2:06 PM
To: Suzie Fontes <sfontes@nassaucountyfl.com>
Subject: RE: Dude Solutions contract

Hi Suzie—

I've sent this over to the team that manages the quotes. We'll have something for that shortly. I've been in meetings all day, but I will be following up regarding your other request later today.

Best regards,

Melissa Buchanan / Contracts Manager / Dude Solutions / P 919.674.8602 / M 919.357.1763

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From: Suzie Fontes <sfontes@nassaucountyfl.com>
Sent: Thursday, June 25, 2020 2:04 PM
To: Melissa Buchanan <melissa.buchanan@dudesolutions.com>
Subject: RE: Dude Solutions contract
Importance: High

In addition to the Contract Pricing Pages could I also get Q-182484 date update, the paper work states pricing is good for 60 days but the publish date is April 3, 2020. I am working on the documents to send to our contracts management office would like them to have the package this week.

From: Suzie Fontes
Sent: Wednesday, June 24, 2020 11:21 AM
To: Melissa Buchanan <melissa.buchanan@dudesolutions.com>
Subject: RE: Dude Solutions contract

Can I get the Contract Pricing Pages to match the costs. I have to have this with my paperwork before I can submit it.
Thank you
Suzie

From: Melissa Buchanan <melissa.buchanan@dudesolutions.com>
Sent: Tuesday, June 23, 2020 9:37 AM
To: Suzie Fontes <sfontes@nassaucountyfl.com>
Subject: Dude Solutions contract

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- Technical Services

Hi Suzie,

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I can add a dual signature page to the document if this will cover what is needed.

Best regards,

Melissa Buchanan / Contracts Manager / Dude Solutions / P 919.674.8602 / M 919.357.1763

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Dude Solutions

Facilities Management Software & Solutions

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U.S. Communities and National IPA, both wholly-owned subsidiaries of OMNIA Partners, have come together as OMNIA Partners, Public Sector. All public sector participants already registered with National IPA or U.S. Communities continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, or new OMNIA Partners contract. U.S. Communities and National IPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

Facilities Management Software and Solutions

Region 4 ESC - TX

Contract Number: R161802

April 1, 2017 to March 31, 2021

Executive Summary

- [Executive Summary](#)

Master Agreement Documents

- Official Signed Contract
- Award Letter
- Contract Award Documents (Board Recommendation, Approval, and Multi-Award Justification)
- Contract Renewal 1
- Contract Update - National Availability

Response Evaluation

- Response Evaluation Summary
- AZ Compliance Questionnaire

Solicitation Process

- Determination for RFP
- Original RFP Document
- Proof of Publication
- Bidders List
- Time Stamped Responses and Bid Receipt List
- Bid Sign In Sheet

Previous Contract

- Previous Contract

Contact Information

Melissa Buchanan

Email: melissa.buchanan@dudesolutions.com

Phone: 919-816-8237

SUPPLIER WEBSITE



info@omniapartners.com

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October 30, 2019

Melissa Buchanan
Contract Manager
Dude Solutions, Inc.
11000 Regency Pkwy., Ste. 110
Cary, NC 27518
melissa.buchanan@dudesolutions.com

Re: Renewal Award of Contract #R161802

Dear Ms. Buchanan:

Per official action taken by the Board of Directors of Education Service Center, Region 4 on October 22, 2019, Region 4 ESC is pleased to announce that Dude Solutions, Inc. has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to Region 4 on November 15, 2016, and subsequent performance thereafter:

Contract

Facilities Management Software and Solutions

The contract will expire on March 31, 2021, completing the fourth year of a five-year term contract. The contract is available through OMNIA Partners, Public Sector. Your designated OMNIA Partners, Public Sector contact is Deborah Bushnell, at (713) 554-7348 or deborah.bushnell@omniapartners.com.

The partnership between Dude Solutions, Inc., Region 4 and OMNIA Partners, Public Sector can be of great help to participating agencies. Please provide copies of this letter to your sales representative(s) to assist in their daily course of business.

Sincerely,

DocuSigned by:

0B1D338B0130490...

Robert Zingelmann
Chief Financial Officer, Finance and Operations Services



Request for Vendor Contract Update

Pursuant to the terms of your awarded vendor contract, all vendors must notify and receive approval from Region 4/TCPN when there is an update in the contract. No request will be officially approved without the prior written authorization of Region 4. Region 4 reserves the right to accept or reject any request.

Dude Solutions, Inc. (Vendor name) hereby provides notice of the following update to TCPN contract number: R161802 for Facilities Management Software & Solutions on this date June 15, 2017.
Contract Title

Instructions: Vendors must check all that may apply and provide supporting documentation. Place your initials next to each item to confirm that documents are indeed, included. Be sure to sign the signature page with all require signatures, prior to submitting your update for approval. **This form is not intended for use if there is a material change in operations, which may adversely affect members, i.e. assignment, bankruptcy, change of ownership, merger, etc. Please contact a member of the TCPN Contracting Team to request a "Notice of Material Change to Vendor Contract" form.**

☐ **Authorized Distributors/Dealers**

_____ Addition
_____ Deletion
_____ Supporting Documentation

☐ **Price Update**

_____ Supporting Documentation

☐ **Products/Services**

_____ New Addition
_____ Update Only
_____ Supporting Documentation

☐ **Discontinued Products/Services**

_____ Supporting Documentation

☒ **States/Territories**

_____ Supporting Documentation

☐ **Other** _____

_____ Supporting Documentation

Notes: Vendor may include other notes regarding the contract update here: (attach another page if necessary).

Dude Solutions, Inc. would like to make this contract available in all fifty (50) states. We will no longer exclude any states as indicated in the RFP response.

Submitted By: Scott Carpenter
DocuSigned by:
7F6B73011AB6408...

Title: Sr. Vp. Strategic Relations

Contact Number: 919-816-8237

Email Address: melissa.buchanan@dudesolutions.com

☒ **Approved by Email:** Date 7-21-17

☐ **Denied by Email:** Date _____

Region 4 ESC: Robert Zingelmann

TCPN: Deborah Buchnell



Facilities Management Software
Executive Summary

Lead Agency: Region 4 Education Service Center

Solicitation: 16-18

RFP Issued: October 12, 2016

Pre-Proposal Date: None

Response Due Date: November 15, 2016

Proposals Received: 2

Awarded to: Dude Solutions, Inc.

The Region 4 Education Service Center issued RFP 16-18 on October 12, 2016, to establish a national cooperative contract for Facilities Management Software Solutions.

The solicitation included cooperative purchasing language in the RFP: Section A. Introduction, Section I

Background on Region 4 Education Service Center

Region 4 Education Service Center ("Region 4 ESC" herein "Lead Public Agency") on behalf of itself and all state, local governments, school districts, and higher education institutions in the United States of America, and other governmental agencies and non-profit organizations (herein "Participating Agencies") solicits proposal from qualified Offerors to enter into a Vendor Contract ("Contract") for the goods or services solicited in this proposal.

Contracts are approved and awarded by a single governmental entity, Region 4 ESC, and are only available for use and benefit of all entities complying with state procurement laws and regulations (public and private schools, colleges and universities, cities, counties, non-profits, and all governmental entities). These types of contracts are commonly referred to as being "piggybackable."

Region 4 ESC's purchasing cooperative was established in 1997 as a means to increase their economic and operational efficiency. The purchasing cooperative has since evolved into a National Cooperative used to assist other government and public entities increase their economical and operational efficiency when procuring goods and services.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- Region 4 website
- National IPA website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino Sun, CA
- Honolulu Star-Advertiser, HI
- The Advocate – New Orleans, LA
- New Jersey Herald, NJ
- Times Union, NY
- Daily Journal of Commerce, OR

- The State, SC
- Houston Community Newspapers, Cy Creek Mirror, TX
- Deseret News, UT
- Richmond Times, VA
- Seattle Daily Journal of Commerce, WA
- Helena Independent Record, MT

On November 15, 2016 proposals were received from the following offerors:

- Accruent LLC
- Dude Solutions, Inc.

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to recommend an award to Dude Solutions who submitted competitive pricing and product ranges.

The Board of Directors of Region 4 Education Service Center executed the agreement with a contract effective date of April 1, 2017.

Contract not available in the following states:

- | | | |
|---------------|-----------------|----------------|
| • Arizona | • Massachusetts | • North Dakota |
| • California | • Michigan | • Ohio |
| • Colorado | • Missouri | • Oregon |
| • Connecticut | • Montana | • Pennsylvania |
| • Indiana | • Nebraska | • Virginia |
| • Iowa | • New Jersey | • Washington |
| • Kansas | • New Mexico | • Wisconsin |
| • Kentucky | • New Jersey | • Wyoming |

Contract includes two (2) unique platforms to serve the public sector:

- SchoolDude - Aimed at helping educational institutions improve the way they manage, maintain and invest in their facilities enhancing the platform and added critical functionality – such as IT asset management, energy management, inventory management and solutions that help communities better utilize school property for off-hours use.
- FacilityDude - A robust suite aimed at delivering the same efficiencies to local governments, clubs and associations, manufacturers.

Both platforms offer:

- Maintenance Solutions - work order, inventory, alarm and capital forecasting management.
- Technology Solutions - help desk, it asset and mobile device management
- Event Management – facility scheduling, system automation

Term:

Initial three (3) year agreement from April 1, 2017 through March 31, 2020 with the option to renew for two (2) additional one-year periods through March 31, 2022.

Pricing/Discount:

Pricing varies per platform and facility type and is based on square footage, participants' number of sites, maintenance staff, requestors, and number of students.

National IPA Web Landing Pages:

<http://www.nationalipa.org/Vendors/Pages/DudeSolutions.aspx>

Region 4 Education Service Center (ESC)

Contract R161802

for

Facilities Management Software and Solutions

with

Dude Solutions, Inc.

Effective: April 1, 2017

The following documents comprise the executed contract between the Region 4 Education Service Center and Dude Solutions, Inc., effective April 1, 2017:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFP, incorporated by reference

APPENDIX A

VENDOR CONTRACT AND SIGNATURE FORM

*This Vendor Contract and Signature Form ("Contract") is made as of 2016, by and between and Region 4 Education Service Center ("Region 4 ESC") for the purchase of **Facilities Management Software**.*

RECITALS

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Vendor agrees to include, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations will be incorporated into the final contract "Vendor Contract."

WHEREAS, this contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a member with TCPN; and it being further understood that Region 4 ESC shall act as the Lead Public Agency with respect to all such purchase agreements.

WHEREAS, TCPN has the administrative and legal capacity to administer purchases on behalf of Region 4 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

ARTICLE 1- GENERAL TERMS AND CONDITIONS

- 1.1 TCPN shall be afforded all of the rights, privileges and indemnifications afforded to Region 4 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to TCPN, including, without limitation, Vendors obligation to provide insurance and other indemnifications to Lead Public Agency.
- 1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.
- 1.3 TCPN shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.
- 1.4 Purchasing procedure:
 - Purchase orders are issued by participating governmental agencies to the awarded vendor indicating on the PO "Per TCPN Contract # R ."

- Vendor delivers goods/services directly to the participating agency.
- Awarded vendor invoices the participating agency directly.
- Awarded vendor receives payment directly from the participating agency.
- Awarded vendor reports sales monthly to TCPN.

- 1.5 **Customer Support:** The vendor shall provide timely and accurate technical advice and sales support to Region 4 ESC staff, TCPN staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

ARTICLE 2- ANTICIPATED TERM OF AGREEMENT

- 2.1 Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 4 ESC. Region 4 ESC will notify the vendor in writing if the contract is extended. Awarded vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.
- 2.2 Region 4 ESC shall review the contract prior to the renewal date and notify the current awarded vendor, no less than ninety (90) days of Region 4 ESC's intent to renew the contract. Upon receipt of notice, awarded vendor must notify Region 4 ESC if it elects not to renew. Awarded vendor shall honor the administrative fee for any sales incurred throughout the life of the contract on any sales made based on a Region 4 ESC contract whether awarded a renewal or not. Region 4 ESC reserves the right to exercise each two-year extension annually.

ARTICLE 3- REPRESENTATIONS AND COVENANTS

- 3.1. **Scope:** This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members. Although contractors may restrict sales to certain public units (for example, state agencies or local government units), any contract that prohibits sales from being made to public school districts may not be considered. Sales without restriction to any Members are preferred. These types of contracts are commonly referred to as being "piggybackable".
- 3.2. **Compliance:** Cooperative Purchasing Agreements between TCPN and its Members have been established under state procurement law.
- 3.3. **Offeror's Promise:** Offeror agrees all prices, terms, warranties, and benefits granted by Offeror to Members through this contract are comparable to or better than the equivalent terms offered by Offeror to any present customer meeting the same qualifications or requirements.

ARTICLE 4- FORMATION OF CONTRACT

- 4.1. **Offeror Contract Documents:** Region 4 ESC will review proposed offeror contract documents. Vendor's contract document shall not become part of Region 4 ESC's contract with vendor unless and until an authorized representative of Region 4 ESC reviews and approves it.
- 4.2. **Form of Contract:** The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a firm submitting an offer requires Region 4 ESC and/or Member to sign an additional agreement, a copy of the

proposed agreement must be included with the proposal.

- 4.3. **Entire Agreement (Parol evidence)**: The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 4.4. **Assignment of Contract**: No assignment of contract may be made without the prior written approval of Region 4 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 4 ESC. Awarded vendor is required to notify Region 4 ESC when any material change in operations is made that may adversely affect members (i.e. bankruptcy, change of ownership, merger, etc.).
- 4.5. **Novation**: If contractor 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. Region 4 ESC reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.
- 4.6. **Contract Alterations**: No alterations to the terms of this contract shall be valid or binding unless authorized and signed by a Region 4 ESC staff member.
- 4.7. **Order of Precedence**: In the event of a conflict in the provisions of the contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
- Special terms and conditions
 - General terms and conditions
 - Specifications and scope of work
 - Attachments and exhibits
 - Documents referenced or included in the solicitation
- 4.8. **Supplemental Agreements**: The entity participating in the Region 4 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 4 ESC, TCPN, its agents, members and employees shall be made party to any claim for breach of such agreement.
- 4.9. **Adding authorized distributors/dealers**: Awarded vendors are prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under their contract award without notification and prior written approval from TCPN. Awarded vendors must notify TCPN each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by TCPN. Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder, unless otherwise approved by TCPN.

ARTICLE 5- TERMINATION OF CONTRACT

- 5.1. **Cancellation for Non-Performance or Contractor Deficiency**: Region 4 ESC may terminate any contract if Members have not used the contract, or if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the

contract. Region 4 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

- i. Providing material that does not meet the specifications of the contract;
- ii. Providing work and/or material that was not awarded under the contract;
- iii. Failing to adequately perform the services set forth in the scope of work and specifications;
- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the contract and/or giving Region 4 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
- vi. Performing work or providing services under the contract prior to receiving an authorized purchase order from Region 4 ESC or participating member prior to such work

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the Member on demand.

5.2 **Termination for Cause:** If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract Region 4 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by vendor for this solicitation may become the property of the participating agency or entity. If such event does occur then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

5.3 **Delivery/Service Failures:** Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated. In the event that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.

5.4 **Force Majeure:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and

lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- 5.5 **Standard Cancellation**: Region 4 ESC may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order. Vendor may be requested to provide additional items not already on contract at any time.

ARTICLE 6- LICENSES

- 6.1 **Duty to keep current license**: Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 4 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.
- 6.2 **Survival Clause**: All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

ARTICLE 7- DELIVERY PROVISIONS

- 7.1 **Delivery**: Vendor shall deliver said materials purchased on this contract to the Member issuing a Purchase Order. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period the vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
- 7.2 **Inspection & Acceptance**: If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the vendor at no cost to the purchasing agency. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.

ARTICLE 8- BILLING AND REPORTING

- 8.1 **Payments**: The entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 8.2 **Invoices**: The awarded vendor shall submit invoices to the participating entity clearly stating "Per TCPN Contract". The shipment tracking number or pertinent information for verification shall be made available upon request.

8.3 **Tax Exempt Status:** Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

8.4 **Reporting:** The awarded vendor shall provide TCPN with an electronic accounting report, in a format prescribed by TCPN, on a monthly basis summarizing all contract Sales for the applicable month.

Reports of Contract Sales for Region 4 ESC and member agencies in each calendar month shall be provided by awarded vendor to TCPN by the 10th day of the following month. If there are no sales to report, Vendor is still required to communicate that information via email.

Failure to provide a monthly report of the administrative fees within the time and manner specified herein shall constitute a material breach of this contract and if not cured within thirty (30) days of written to Supplier shall be deemed a cause for termination of the contract at Region4 ESC's sole discretion.

ARTICLE 9- PRICING

9.1 **Best price guarantee:** The awarded vendor agrees to provide pricing to Region 4 ESC and its participating entities that are the lowest pricing available and the pricing shall remain so throughout the duration of the contract. Pricing offered to Federal government buying consortiums for goods and services is exempt from this requirement. The awarded vendor, however, agrees to lower the cost of any product purchased through TCPN following a reduction in the manufacturer or publisher's direct cost.

9.2 **Price increase:** Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacture documentation, or a formal cost justification letter.

Awarded vendor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC if requested.

It is the awarded vendor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was accepted in the original contract.

9.3 **Additional Charges:** All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Region 4 ESC. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Region 4 ESC has approved the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 4 ESC any published price reduction during the contract period.

9.5 **Prevailing Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 4 ESC or its Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

- 9.6 **Administrative Fees:** All pricing submitted to Region 4 ESC shall include the administrative fee to be remitted to TCPN by the awarded vendor.

The awarded vendor agrees to pay administrative fees monthly to TCPN in the amount of 2% of the total purchase amount paid to awarded vendor, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Region 4 ESC and member agencies pursuant to the contract (as amended from time to time and including any renewal thereof) ("Contract Sales").

Administrative fee payments are to accompany the contract monthly sales report by the 10th day of the following month, in the amount indicated on the report as being due. Administrative fee payments are to be paid by the awarded vendor via Automated Clearing House to a TCPN designated financial institution.

Failure to provide a monthly payment of the administrative fees within the time and manner specified herein shall constitute a material breach of the contract and if not cured within thirty (30) day of written notice to awarded vendor shall be deemed a cause for termination of the contract, at Region 4 ESC's sole discretion.

All administrative fees not paid when due shall bear interest at a rate equal to the lesser of 1 ½% per month or the maximum rate permitted by law until paid in full.

ARTICLE 10- PRICING AUDIT

- 10.1 **Audit rights:** Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Agreement. TCPN and Region 4 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 4 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC or TCPN.

ARTICLE 11- OFFEROR PRODUCT LINE REQUIREMENTS

- 11.1 **Current products:** Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.
- 11.2 **Discontinued products:** If a product or model is discontinued by the manufacturer, vendor 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.
- 11.3 **New products/Services:** New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is

replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

- 11.4 **Options**: Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 11.5 **Product line**: Offerors with a published catalog may submit the entire catalog. Region 4 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 4 ESC may reject any addition of equipment options without cause.
- 11.6 **Warranty conditions**: All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 11.7 **Buy American requirement**: (for New Jersey and all other applicable States) Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.

ARTICLE 12- SITE REQUIREMENTS

- 12.1 **Cleanup**: Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.
- 12.2 **Preparation**: Vendor shall not begin a project for which Member has not prepared the site, unless vendor does the preparation work at no cost, or until Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 12.3 **Registered sex offender restrictions**: For work to be performed at schools, vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 12.4 **Safety measures**: Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 12.5 **Smoking**: Persons working under the contract shall adhere to local smoking policies.

Smoking will only be permitted in posted areas or off premises.

- 12.6 **Stored materials:** Upon prior written agreement between the vendor and Member, 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 Member prior to payment. Such materials must be stored and protected in a secure location, and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Member as an additional insured upon Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Member and be separated from other materials. Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Member, it shall be the Vendor's responsibility to protect all materials and equipment. The Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.

ARTICLE 13- MISCELLANEOUS

- 13.1 **Funding Out Clause:** Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

"Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract."

- 13.2 **Disclosures:** Offeror affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

Include a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in TCPN.

The Offeror affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

- 13.3 **Indemnity:** The awarded vendor shall protect, indemnify, and hold harmless both Region 4 ESC and TCPN and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with members. Any litigation involving either Region 4 ESC or TCPN, its administrators and employees and agents will be in Harris County, Texas. Any litigation involving TCPN members shall be in the jurisdiction of the participating agency.

- 13.4 **Franchise Tax:** The Offeror hereby certifies that he/she is not currently delinquent in the

payment of any franchise taxes.

- 13.5 **Marketing:** Awarded vendor agrees to allow Region 4 ESC/TCPN to use their name and logo within website, marketing materials and advertisement. Any use of TCPN name and logo or any form of publicity, inclusive of press releases, regarding this contract by awarded vendor must have prior approval from TCPN.
- 13.6 **Certificates of Insurance:** Certificates of insurance shall be delivered to the Region 4 ESC participant prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.
- 13.7 **Legal Obligations:** It is the Offeror's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.
- 13.8 **Open Records Policy:** Because Region 4 ESC contracts are awarded by a governmental entity, responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Offeror must provide this information on the "Acknowledgement and Acceptance to Region 4 ESC's Open Record Policy" form found at the beginning of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Offeror are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

VENDOR CONTRACT SIGNATURE FORM

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

Prices are guaranteed: **120 days from date of contract award**

VENDOR CONTRACT SIGNATURE FORM

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

Prices are guaranteed: **120 days from date of contract award**

Company name Dude Solutions, Inc.

Address 11000 Regency Pkwy., Ste. 110

City/State/Zip Cary, NC 27518

Telephone No. (877) 868-3833

Fax No. (800) 216-3063

Email address scott@schooldude.com

Printed name Scott V. Carpenter

Position with company SVP of Sales

Authorized signature Scott Carpenter
DocuSigned by
7F5B73D11A854D8

Accepted by The Cooperative Purchasing Network:

Term of contract April 1, 2017 to March 31, 2020

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 4 ESC and the awarded vendor. Awarded vendor shall honor all administrative fees for any sales made based on a contract whether renewed or not.

[Signature]
Region 4 ESC Authorized Board Member

12/19/2016
Date

[Signature]
Print Name

[Signature]
Region 4 ESC Authorized Board Member

12-14-16
Date

[Signature]
Print Name

TCPN Contract Number R161802

Appendix D:
GENERAL TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the following page certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions:

☐ We take no exceptions/deviations to the general terms and conditions

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

☒ We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. TCPN shall be the sole judge on the acceptance of exceptions/deviations and TCPN's decision shall be final.)

RFP Section and Page	Term or Condition	Exceptions/Deviations
Article 5, page 18	5.2 – Termination for Cause	Dude Solutions respectfully request that a cure period of at least seven (7) days to ensure that no minor deficiency triggers a complete, immediate termination.
Article 5, page 18	5.3 – Delivery/Service Failures	Dude Solutions respectfully request that "In the event that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred." Be removed from the provision.
Article 10, page 21	10.1 – Audit Rights	Dude Solutions respectfully request that the following text in red be inserted to the provision "Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Agreement. TCPN and Region 4 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made not to exceed one (1) time per calendar year.
Section: Article 11, page 21	11.6 - Warranty conditions	Dude Solutions conditions of use are governed by our online conditions of use statement available at: https://www.schooldude.com/terms or https://www.dudesolutions.com/terms/

		<p>We offer the ability for Dude Solutions clients to cancel their service at any time and for any reason and receive a prorated refund for their annual fees (does not include onetime training QuickStart fees) for the remaining months of unused services. And, there is a 60 day full refund period during the first year of the agreement.</p>
<p>Section: Article 13, pages 17</p>	<p>13.3 -Indemnity</p>	<p>Dude Solutions agrees to be responsible only for its negligence regarding indemnification and request that the provision be modified as follows:</p> <p>"The awarded vendor shall protect and indemnify, and hold harmless both Region 4 ESC and TCPN and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the negligent actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with members. Any litigation involving either Region 4 ESC or TCPN, its administrators and employees and agents will be in Harris County, Texas. Any litigation involving TCPN members shall be in the jurisdiction of the participating agency."</p>

APPENDIX E **QUESTIONNAIRE**

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

1. States Covered

Bidder must indicate any and all states where products and services can be offered.

Please indicate the price co-efficient for each state if it varies.

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

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

☒ **All U.S. Territories & Outlying Areas** (Selecting this box is equal to checking all boxes below)

- | | |
|---|--|
| <input type="checkbox"/> American Samoa | <input type="checkbox"/> Northern Marina Islands |
| <input type="checkbox"/> Federated States of Micronesia | <input type="checkbox"/> Puerto Rico |
| <input type="checkbox"/> Guam | <input type="checkbox"/> U.S. Virgin Islands |
| <input type="checkbox"/> Midway Islands | |

2. Diversity Programs

- Do you currently have a diversity program or any diversity partners that you do business with ☐Yes ☒No
- If the answer is yes, do you plan to offer your program or partnership through TCPN ☐Yes ☒No

(If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)

- Will the products accessible through your diversity program or partnership be offered to TCPN members at the same pricing offered by your company? ☐Yes ☒No

(If answer is no, attach a statement detailing how pricing for participants would be calculated.)

3. Minority and Women Business Enterprise (MWBE) and (HUB) Participation

It is the policy of some entities participating in TCPN to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disable veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Offerors shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

a. Minority Women Business Enterprise ☐Yes ☒No

Offeror certifies that this firm is an MWBE

List certifying agency:

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE) Offeror certifies that this firm is a SBE or DBE ☐Yes ☒No

List certifying agency:

c. Disabled Veterans Business Enterprise (DVBE)

Offeror certifies that this firm is a DVBE ☐Yes ☒No

List certifying agency:

d. Historically Underutilized Businesses (HUB)

Offeror certifies that this firm is a HUB ☐Yes ☒No

List certifying agency:

e. Historically Underutilized Business Zone Enterprise (HUB Zone)

Offeror certifies that this firm is a HUB Zone ☐Yes ☒No

List certifying agency:

f. Other

Offeror certifies that this firm is a recognized diversity certificate holder ☐ Yes ☒ No

List certifying agency:

4. Residency

Responding Company's principal place of business is in the city of Cary State of NC.

5. Felony Conviction Notice

Please check applicable box:

- ☐ A publicly held corporation; therefore, this reporting requirement is not applicable.
- ☒ Is not owned or operated by anyone who has been convicted of a felony.
- ☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony.

*If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

6. Processing Information

Company contact for:

Contract Management

Contact Person: Melissa Buchanan

Title: Contract Administrator

Company: Dude Solutions

Address: 11000 Regency Parkway, Suite 110

City: Cary State: NC Zip: 27518

Phone: 877-868-3833 Fax: 800-216-3063

Email: melissa.buchanan@dudesolutions.com

Billing & Reporting/Accounts Payable

Contact Person: Darrin Dexter

Title: Financial Controller

Company: Dude Solutions

Address: 11000 Regency Parkway, Suite 110

City: Cary

State: NC

Zip: 27518

Phone: 877-868-3833

Fax: 800-216-3063

Email: darrin.dexter@dudesolutions.com

Marketing

Contact Person: Nick Mirisis

Title: Senior Director of Marketing

Company: Dude Solutions

Address: 11000 Regency Parkway, Suite 110

City: Cary

State: NC

Zip: 27518

Phone: 877-868-3833

Fax: 800-216-3063

Email: nick.mirisis@dudesolutions.com

7. Distribution Channel: Which best describes your company's position in the distribution channel:

- ☒ Manufacturer direct ☐ Certified education/government reseller
☐ Authorized distributor ☐ Manufacturer marketing through reseller
☐ Value-added reseller ☐ Other _____

8. Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.

☒ Yes ☐ No

(If answer is no, attach a statement detailing how pricing for participants would be calculated.)

- Pricing submitted includes the required administrative fee.

☒ Yes ☐ No

(Fee calculated based on invoice price to customer)

- Additional discounts for purchase of a guaranteed quantity?

☐ Yes ☒ No

9. Cooperatives

List any other cooperative or state contracts currently held or in the process of securing

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume
Association of Educational Purchasing Agencies (AEPA)	15% on Annual Fee, 10% on training	2/28/20	\$9,980,636
National Joint Powers Alliance (NJPA)	13% on Annual Fee, 8% on training	12/15/19	\$1,631,995
Mohave Educational Services Cooperative, Inc. (MESC)	14% on Annual Fee, 9% on training	3/1/18	\$670,774
BuyBoard	13% on Annual Fee, 8% on training	11/30/18	\$1,046,690
State of Arkansas	State Pricing	NA	NA
State of New Mexico	State Pricing	NA	NA
State of West Virginia	State Pricing	NA	NA

TAB 3 – COMPANY PROFILE

Appendix F:
COMPANY PROFILE

Please provide the following:

1. Company's official registered name.

Dude Solutions, Inc.

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

With more than 7,000 education institution clients, SchoolDude is the nation's leading provider of on-demand operations management solutions designed exclusively for the unique needs of educational professionals. Backed by the industry's only Legendary Service Program, SchoolDude's broad suite of online applications is revolutionizing the business of managing educational operations. SchoolDude's on-demand tools for operations management offer easy to use, affordable solutions to help both small and large educational institutions save money, increase efficiency and improve services. For more information about SchoolDude, visit www.schooldude.com.

SchoolDude's founding team has been delivering facility management technology solutions since the mid-eighties. SchoolDude's CEO, Kent Hudson, founded Applied Computer Technologies which became the national market leader for educational facility management software solutions and later sold the company to Carolina Power and Light in 1997. Kent Hudson and Lee Prevost founded SchoolDude in order to take full advantage of utilizing the Internet to provide low cost, efficiency enabling facility management solutions to public agencies with a primary focus on educational clients.

SchoolDude was founded in 1999 and has been in business over 16 years. SchoolDude has since become the national market leader and the #1 solution for educational facility management solutions. SchoolDude offers online tools that help the facilities department run more efficiently. SchoolDude's headquarter is located at 11000 Regency Parkway, Suite 110, Cary, North Carolina, 27518.

SchoolDude took a very different path than the typical Internet companies that have been associated with the stock market bubble of the late nineties and early 2000.

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

DUNS #: 010971658

4. Corporate office location.

11000 Regency Parkway, Suite 110, Cary, NC 27518

5. List the total number of sales persons employed by your organization within the United States, broken down by market

Dude Solutions has a team of 165 sales account managers and application engineers focusing 100% of their attention on the sale of services / products that the company offers.

All are employees of Dude Solutions and we do not sell any products thru third parties (reseller).

6. List the number and location of offices, or service centers for all states being bid in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.

SchoolDude also has offices located in GA, WI, ME, NY, and CA as follows:

Georgia Office:

722 Wisper Wind Ct., Woodstock, GA 30189

Name: Kim Wool Title: Regional Manager

Email: kim@schooldude.com Phone: (877) 868-3833

Wisconsin Office:

3130 S Fountain Blvd Unit #1, New Berlin, WI 53151

Name: Matt Hibbard Title: Senior Account Manager_

Email: mhibbard@schooldude.com Phone: (877) 868-3833

California Office:

255 S 4th Ave., Covina, CA 91723

Name: Jamie Waters Title: Senior Account Manager

Email: jamie@schooldude.com Phone: (877) 868-3833

Maine Office:

27 Cumberland Road, South Portland Maine, 04106

Name: Eric Erdman Title: Senior Account Manager

Email: eerdman@schooldude.com Phone: (877) 868-3833

New York Office:

14 Conselyea Street, Brooklyn, NY 11211

Name: Brian Cruz Title: Senior Account Manager

Email: bcruz@schooldude.com Phone: (877) 868-3833

7. Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:

Corporate Address:	11000 Regency Parkway, Suite 110, Cary, North Carolina, 27518
Corporate Phone Number:	(877) 868-3833
Corporate Fax Number:	(800) 216-3063

Executive Team

Kent Hudson - Chief Executive Officer & Co-Founder

A technology veteran and dedicated entrepreneur, Dude Solutions co-founder Kent Hudson serves as Chief Executive Officer and Chairman of the Board. Since originally co-founding SchoolDude in 1999, Kent has been a driving force in the company's rapid growth and expansion as a leading software-as-a-service (SaaS) provider of operations management solutions. Kent has brought together a strong and talented team that has revolutionized the operations management industry and is consistently recognized as one of the fastest growing companies and best places to work in North Carolina's Triangle area. Prior to founding Dude Solutions, Kent spent 20+ years setting the strategic direction as CEO and president for organizations including Applied Computer Technologies (ACT) and INDUS International. Kent is a magna cum laude graduate from North Carolina State University's Chemical Engineering and Pulp and Paper Science and Technology programs.

Lee Prevost - Chief Strategy Officer & Co-Founder

A passionate and forward-thinking leader with nearly 30 years of experience in software and technology, Dude Solutions co-founder Lee Prevost serves as Chief Strategy Officer and a member of the board. Lee works closely with the executive team to set the vision, mission and strategies for Dude Solutions and is responsible for identifying growth opportunities that drive significant value across the company. He co-founded and launched SchoolDude with CEO Kent Hudson in 1999 and FacilityDude in 2007. Serving as SchoolDude's president for 15 years, Lee has been pivotal to developing Dude Solutions into an enterprise asset management leader. Prior to SchoolDude, he worked for Applied Computer Technologies (ACT) and Honeywell Home and Building Controls. Lee earned his Bachelor of Science degree in Electrical Engineering from North Carolina State University.

Tom Knox - Chief Revenue Officer

A results-oriented leader with a successful track record in pioneering new markets and revenue opportunities, Tom Knox serves as Dude Solutions' Chief Revenue Officer. Tom is responsible for integrating and aligning all Dude Solutions' revenue-related functions to drive profitable growth. As part of the team that founded FacilityDude, Tom has been integral to the growth and success of Dude Solutions. He served as president of FacilityDude for nearly a decade where he helped the company become a disruptive player and market leader. Tom's 30+ year executive career in the facility management and building automation industries includes previously serving as a vice president for Strategic Resource Solutions, a Carolina Power & Light subsidiary that today is a wholly owned subsidiary of Duke Energy, and president of Diversified Control Systems, Inc. Tom holds dual Bachelor of Arts degrees in Communication and Religion from Wake Forest University.

Brian Lora - Chief Technology Officer

An innovative and proven software architect and product development leader, Brian Lora serves as Dude Solutions' Chief Technology Officer. Brian is responsible for establishing and implementing Dude Solutions' aggressive Cloud/software-as-a-service (SaaS) product and software development roadmap as well as all IT, infrastructure and security support. He joined Dude Solutions from compliance and risk management software provider RegEd where he served as CIO/CTO. Previously, as the vice president of engineering and development for on-demand data protection services provider Arsenal Digital Solutions, Brian was the lead inventor for two SaaS architecture patents that were key to IBM's acquisition of the company in 2008. A frequent speaker at key technical and industry conferences, Brian has a Bachelor of Science degree in Chemical Engineering from North Carolina State University and is a member of the Strategic Advisory Board of North Carolina State University's Department of Computer Science.

Marc Moschetto - Chief Marketing Officer

A proven, technology marketing executive with 20+ years of experience and deep Cloud/software-as-a-service domain expertise, Marc Moschetto serves as Dude Solutions' Chief Marketing Officer. Marc is responsible for increasing Dude Solutions' brand visibility and driving demand generation via a strategic and comprehensive integrated marketing program. Previously, Marc served as vice president of global marketing for WorkForce Software where his strategic and tactical leadership helped to significantly increase the company's revenue and valuation. He also was a director of product marketing and corporate communications for HR management software provider Workscape, which was acquired by ADP. Marc, a frequent industry speaker and contributor to various business publications, is a cum laude graduate of Northeastern University's School of Journalism.

a. Sales

SchoolDude Sales Team Leaders are as follows:

Contact Name:	Herb Crawford
Contact Email:	herb@schooldude.com
Contact Title:	Director of Sales

Contact Name:	Scott Hair
Contact Email:	shair@schooldude.com
Contact Title:	Director of Sales

Contact Name:	Brad Hunter
Contact Email:	brad@schooldude.com
Contact Title:	Regional Manager

Contact Name:	Brian Holland
Contact Email:	brian@schooldude.com
Contact Title:	Regional Manager

Contact Name:	Bryan Coble
Contact Email:	bryan@schooldude.com
Contact Title:	Regional Manager

Contact Name:	Kim Wool
Contact Email:	kim@schooldude.com
Contact Title:	Regional Manager

Contact Name:	Grant Meiburg
Contact Email:	grant@schooldude.com
Contact Title:	Regional Manager

Contact Name:	Jesse Danner
Contact Email:	jesse@schooldude.com
Contact Title:	Regional Manager

b. Sales Support

Contact Name:	Lindsay Baskervill
Contact Title:	Sales Enablement & Operations
Contact Email:	lindsay.baskervill@schooldude.com

c. Marketing

Contact Name:	Nick Mirisis
Contact Title:	Director of Marketing
Contact Email:	Nick.mirisis@dudesolutions.com

d. Financial Reporting

Contact Name:	Darrin Dexter
Contact Title:	Financial Controller
Contact Email:	darrin.dexter@dudesolutions.com

e. Executive Support

Contact Name:	Sandy King
Contact Title:	Director of Sales Operations
Contact Email:	sandy.king@dudesolutions.com

8. Define your standard terms of payment.

Payment terms are Net 30 days.

9. Who is your competition in the marketplace?

SchoolDude is currently the #1 solution for educational facility management now serving over 7,000 educational clients and many states. We estimate that over the previous 4 years, 7 out of 10 educational institutions who decide to purchase a facility management solution have purchased SchoolDude.

10. Overall annual sales for last three (3) years; 2013, 2014, 2015

- 2013 --- \$9,216,293.34
- 2014 --- \$10,622,075.81
- 2015 --- \$18,553,746.50

11. Overall public sector sales, excluding Federal Government, for last three (3) years; 2013, 2014, 2015

- 2013 --- \$7,458,699.66
- 2014 --- \$8,438,238.29
- 2015 --- \$15,167,459.02

12. What is your strategy to increase market share?

Dude Solutions utilizes a combination of tradeshow, regional seminars, events and webcasts to highlight our solutions. We sell our solutions via a direct sales force and do not sell through other channels. Dude Solutions' solutions are available only from Dude Solutions.

13. What differentiates your company from competitors?

- **Designed for Education** – Unlike other providers, **SchoolDude offers the only online tools designed specifically for schools and universities**. The logic, the workflow, the processes and the language built into our tools meet the unique challenges of the education environment — making them intuitively easy to learn and use. That's why support staff, administrators, teachers, and technicians love us.
- **Market Leadership** – We are currently the **#1 solution for educational facility management now** serving over 7,000 educational clients and many states. We estimate that over the previous 4 years, 7 out of 10 educational institutions who decide to purchase a facility management solution have purchased SchoolDude.
- SchoolDude utilizes Software as a Service (SaaS) model which offers an **70%+ decrease in the total cost of ownership** compared to legacy systems.
- **Low Cost and Risk to Implement** – The infrastructure is already built and it's proven and operating at measured and logged **99.99% reliability factors**. SchoolDude has invested millions of dollars in backup procedures, system monitoring, redundancy, disaster recovery, security, and scale so that you don't have to.
- **Fast Implementation** – Up and running in just days or weeks, not months or years.
- **Integrated Suite** – Our integrated suite of on-demand solutions closely matches the requirements of the RFP and they work together. Other modules beyond the RFP scope are offered which can offer greater benefit and return on the initial investment.
- **The Support** – SchoolDude's legendary support is vital to the success of our clients. We strive for our clients to be successful rather than just satisfied. Our support team is dedicated to providing legendary support which is demonstrated by answering the phone by a live person each and every call, responding to 95% of all emails within 1 hour and providing unlimited training for our clients.
- **The Team** – The SchoolDude team has unmatched experience in providing innovative technology to educational institutions nationwide. Our expertise has guided us to build the application services that we know you need, but that you have rarely been able to provide in the past. Now, you can have technology, business and facility management applications that are managed in a secure and reliable environment with support and services from a technology partner that knows educational institutions. We have built our integrated suite of SaaS operations management services in an environment that allows us to provide you with unprecedented levels of service and reliability at an affordable price.

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

Not available.

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

Dude Solutions Client Service Center is simply the best in the business, and we have a measured client satisfaction rating that exceeds 98%. Our policies require our toll free technical support hotline to be answered by a live person before the third ring, and our clients' issues should be resolved within two hours. Additionally, our clients receive unlimited toll free telephone technical support, as well as technical support via email or online chat. Also, there are no additional charges or support contracts. Our team has more experience than any team on the planet in serving you, the educational facilities professional. Our team has served over 7,000 client educational institutions helping to implement preventive maintenance, work order processing, help desk management, IT asset management and facility scheduling solutions.

Dude Solutions subscriptions are renewable upon each year.

There are no additional charges or support contracts. Our clients receive unlimited toll free telephone technical support, as well as technical support via email (96% of the email to support@SchoolDude.com is answered within 1 hour) or online chat.

Hours of operation are Monday – Friday, 8am to 6pm EST. Toll-free number is 877-883-8337.

Client Service Center Mission Statement

"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 the educational facilities market."

Dude Solutions measures client services by subscription renewals, client satisfaction surveys and the Net Promoter Score. In 2007, 96% of existing Dude Solutions clients renewed their product subscriptions. In the spring of 2008 the Dude Solutions Client Service Center received and 98.6% client satisfaction rating. Over the last six years nearly 90% of Dude Solutions clients would recommend us to their peers (Net Promoter Score).

16. Provide information regarding if your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.

None

Marketing / Sales

17. Detail how your organization plans to market this contract within the first 90 days of the award date. This should include, but not be limited to:

- a. A co-branded press release within first 30 days
- b. Announcement of award through any applicable social media sites
- c. Direct mail campaigns
- d. Co-branded collateral pieces
- e. Advertisement of contract in regional or national publications
- f. Participation in trade shows
- g. Dedicated TCPN internet web-based homepage with:
 - i. TCPN and Region 4 ESC Logo
 - ii. Link to TCPN and Region 4 ESC website
 - iii. Summary of contract and services offered
 - iv. Due Diligence Documents including; copy of solicitation, copy of contract and any amendments, marketing materials

Dude Solutions utilizes a timed/multi-part introduction campaign when announcing a new partnership agreement. It is our goal to feature the new partner in all communications with the membership and communicate the value added benefits i.e. letter from the President/Executive Director outlining the new partnership with Dude Solutions, follow-up email from the President/Executive Director outlining the new partnership with Dude Solutions video and pertinent customized brochures attached. With partners who have direct phone numbers in their database, we can also deploy a customized/automated calling campaign featuring a recording by the President/Executive Director announcing the partnership agreement.

18. Describe how your company will demonstrate the benefits of this contract to eligible entities if awarded.

Dude Solutions will utilize a marketing campaign with the membership and communicate the value added benefits.

19. Explain how your company plans to market this agreement to existing government customers.

Dude Solutions utilizes regional seminars and customized partnership webcasts to highlight our solutions. Depending on membership demographics, a regional seminar can be conducted in multiple locations featuring an association representative and a Dude Solutions executive, who would provide an overview of the company, our philosophy, our commitment to the education marketplace, and the solutions we provide. Dude Solutions conducts a complete phone, fax, mail and email marketing program to promote these regional seminars. Customized webcasts are tools that allow Dude Solutions to demonstrate our solutions, features and functionality via a web demonstration. Interested members could view specific solutions tailored to their areas of need and ask questions in this interactive format. Dude Solutions conducts a complete phone, email and fax marketing program to promote these webcasts.

20. Provide a detailed 90-day plan describing how the contract will be implemented within your firm.

Dude Solutions is 100% dedicated to the unique needs of educational facilities. Dude Solutions is uniquely qualified as the partner of choice to do the hard work of marketing this program to TCPN member districts. It is likely that we are already involved in state conferences and organizations that overlap with the TCPN's affiliate presence which will substantially augment the TCPN's marketing challenge. In addition, Dude Solutions will provide the following additional TCPN specific marketing programs.

- 1) Send two co-authored mailings to each member district from Dude Solutions and the state level TCPN organization announcing the program and pricing. Dude Solutions will provide mailing and marketing expense and TCPN organizations will provide mailing lists.
- 2) Provide approximately six (6) free online seminars which outline the Dude Solutions offering through the TCPN affiliates with help from the TCPN affiliate in communicating the availability of these seminars through email communications from the TCPN affiliate.
- 3) Feature the availability of these offerings through TCPN affiliates in Dude Solutions trade show booths and on Dude Solutions website.
- 4) Work with each TCPN affiliate to provide content for TCPN affiliate websites and/or TCPN affiliate newsletters or marketing communications.
- 5) Provide speakers and conduct workshops at state level meetings as those meetings are conducted by TCPN affiliate organizations (e.g. CES annual facilities workshop).
- 6) Provide a presentation on Dude Solutions services to the representatives of the TCPN member organizations at national meetings of the TCPN.

In addition, Dude Solutions envisions that a post award brainstorming session will be conducted with the TCPN to determine other means of marketing and will consider these as those are discussed.

21. Describe how you intend on train your national sales force on the Region 4 ESC agreement.

Dude Solutions has worked with TCPN for nearly 10 years. During this relationship our staff has become very familiar with TCPN and its procedures, and TCPN staff with our procedures. As additional staff is add at the TCPN we commit to continuing the level of training we have maintained over the years.

22. Acknowledge that your organization agrees to provide its company logo(s) to Region 4 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

Acknowledged

23. Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.

New Sales:

\$650,000 in year one
\$700,000 in year two
\$750,000 in year three

Annual Renewals:

\$4,000,000

Administration

24. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name(s), contact person(s) and contact information as reference(s).

SchoolDude's long history with TCPN should speak for itself and provide the best example of our implementation and success.

Other references if needed are provided below:

- Association of Educational Purchasing Agencies (AEPA)
George Wilson (270) 451-5100
- Mohave Educational Services Cooperative, Inc. (MESOC)
Nancy Colbaugh (928) 718-3228

25. Describe the capacity of your company to report monthly sales through this agreement.

SchoolDude's long history with TCPN should speak for itself and provide the best example of our reporting capabilities.

Dude Solutions have the capacity to perform monthly reporting of sales and renewals thru the Director of Sales Operations.

26. Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency.

SchoolDude's long history with TCPN should speak for itself and provide the best example of our reporting capabilities.

Dude Solutions can provide any type of report based on the requirements of this contract.

27. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

SchoolDude has worked with TCPN for nearly 10 years. During this relationship our staff has become very familiar with TCPN and its procedures, and TCPN staff with our procedures. Our intention would be to continue as we have in the past.

Green Initiatives

- We're committed to helping to build a cleaner future! As our business grows, we want to make sure we minimize our impact on the Earth's climate. So we are taking every step we can to implement innovative and responsible environmental practices throughout Region 4 ESC to reduce our carbon footprint, reduce waste, promote energy conservation, ensure efficient computing, and much more. We would like Offerors to partner with us in this enterprise. To that effort, we ask Offerors to provide their companies environmental policy and/or green initiative.

28. Please provide your company's environmental policy and/or green initiative.

As part of our effort to help educational institutions across North America streamline operations with on-demand technology, Dude Solutions is also pleased to help our clients reduce their carbon footprints. Because Dude Solutions solutions are delivered over the Internet, our clients do not have to purchase and utilize additional servers to host our software applications, which reduce their CO2 emissions by 98%. This saves enough energy to power 591 homes annually and eliminates nearly 10.2 million pounds of CO2 emissions. By helping make our clients' operations more green, Dude Solutions is achieving the equivalent of planting 210,000 trees and removing 878 cars from our highways every year.

Offeror Certifications (if applicable)

- Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to licenses, registrations or certifications. Certifications can include applicable M/WBE, HUB, and manufacturer certifications for sales and service.

Not applicable

TAB 4 – PRODUCT / SERVICES

Appendix B:
PRODUCT / SERVICES SPECIFICATIONS

Region 4 Education Service Center (ESC 4) is seeking highly qualified supplier for **Facilities Management Software** on a national basis. Offerors must be able to accommodate a nationwide demand for products/services and to fulfill obligations as a nationwide Supplier. Vendor(s) shall, at the request of Region 4 ESC and/or member agencies, provide these covered products and associated services under the terms of this RFP and the CONTRACT TERMS AND CONDITIONS.

The intent of this solicitation is to establish a contract for a comprehensive product offering with the ability to provide eligible public agencies with multiple solutions to meet their needs.

Products and Services Summary Matrix – **Provide a matrix that will allow Region 4 to readily appraise your company's products and service offering versus other respondents. Provide a detailed description of each application.**

System Requirements – Please describe the infrastructure in order to support your proposed system including hardware, network infrastructure and personnel/skills required to support the system.

SYSTEM SPECIFICATIONS

Glossary of Terms

1. Administrative- Provides system administration functions such as security, system-wide defaults and the content of functions and forms.
2. Asset Management- Identifies, tracks, locates and analyzes physical assets.
3. Work Order Management- Controls work order processes for routine response and periodic preventive maintenance.
4. Materials Management- Streamlines parts and materials management by monitoring inventory.
5. Technology Work Management- This is a work order system for the instructional technology department.
6. Preventative Maintenance- Provides the functionality for users to establish preventative maintenance practices to meet their unique environments.
7. Budget Management- Automates budget setup and subsequent capture, monitoring control and analysis of expenditures associated with maintenance work.
8. Reports Generation- Reports are a key to any facility management system. This information may either be generated from the individual modules, from a single Reports Module or a combination.
9. Utility Management- Track, analyze and provide full reporting on all utilities.
10. Facility Scheduling- Allows the facility and business office personnel to coordinate the non-curricular events and activities in the school district.

- 11. Wireless/Mobile Management-** Allows maintenance and operations professionals to receive and complete work in the field via a wireless/mobile device.
- 12. Trip Planning and Management-** Streamlines the educational trip workflow process from request and approval to vehicle and driver scheduling.
- 13. Information Technology Asset Management-** Streamlines all aspects of IT asset administration from monitoring and reporting to planning and life cycle costing.

Identify if the following topics are available within each specific system.

1. Administrative System

Topic	Available
Power user with full access from single log-in	Yes
Web access to administration	Yes
Multi-level security	Yes
Users functional permission level displayed	Yes
Provides help text and error messages	Yes
Permits multimedia file attachments (word files, graphic images, audio or video clips) to records as work orders	Yes

2. Asset System

Topic	Available
Provides graphical asset trees	No
Drop-down list of values for asset classification	Yes
Instant display of all assets, locations, classifications	Yes
Standard equipment templates	Yes
Allows warranty tracking	Yes
Lists outstanding jobs by equipment, asset class, location	Yes
Lifetime labor and material costs per equipment, asset classification and location	Yes
Tracks historic total of maintenance costs per asset	Yes

Comments: Deviation for "Provides graphical asset trees" above – SchoolDude application provides drop-down list of equipment listing by location. Graphical asset tress may become a future enhancement; but we make no promise in regards to delivery or agreement to do such.

3. Work Order Management

Topic	Available
Database of employees along with labor rate information	Yes
Database of vendors	Yes
Ability to capture labor hours, contract costs and material costs for each work order	Yes
Records equipment downtime	Yes
Charge multiple wage rates	Yes
Request dates and completion dates	Yes
Estimated and actual hours	Yes
Labor and material transactions for each work order	Yes
Work order tracking fields such as trade, purpose, budget and other codes	Yes
User-definable tracking fields	Yes
Easy interface to check work order status with selection masks	Yes
Search capacity on work order number or description key	Yes
Fully integrated with related systems including preventative maintenance, facility scheduling and inventory	Yes
Automatic computation of work costs using labor rates in employee system	Yes
The Work Order Management system will integrate with the school site request and Asset Management system	Yes
Track tool usage against work orders	Yes
Tracks required permitting	Yes
Re-open closed work orders	Yes

Comments: For "Tracks required permitting" above – Many SchoolDude users utilize the WO description field or file attachments functionality along with a purpose code in MaintenanceDirect. 2000 characters are available for notes areas. There are two 3MB attachments per work order.

4. Material Management

Topic	Available
Manage inventory items by category types: mechanical, custodial, tools and other	Yes
Tracks all inventory transactions, including issues, receipts, returns, adjustments, orders and transfers	Yes
Allows inventory to be issued to a location, pick list, project, work order or employee	Yes
Enables requestor the ability to select items from inventory catalogs and submit inventory requests online	Yes
Enables users to request quotes for inventory items from multiple suppliers while reordering	Yes
Tracks detailed information on inventory items, including unit of issue, on contract, supplier, average or fixed cost, tag number for tools, mark up and backorder quality	Yes
Allows inventory items to be stored and tracked in multiple pools and by crafts, including aisle, bin number and reorder points	Yes
Automatically emails requestors with inventory requests receipts and updates of order status changes	Yes
Integrates with the work order and preventative maintenance system	Yes
ISO certified units of measure	Yes
Provides pick lists	Yes
Optional parts inspection requirement per part	Yes

5. Technology Work Management

Topic	Available
Staff originates work order requests for IT problems	Yes
Status of work orders can be continually monitored by staff	Yes
System routes requests to proper technician using configurable work flow	Yes
The work order management provides for tracking of labor and parts for each incident	Yes
Warranty of technology items are continually monitored	Yes

6. Preventative Maintenance

Topic	Available
Schedule PM by elapsed days	Yes
Schedule PM by calendar date	Yes
Schedule PM by usage	Yes
View labor, material and tool cost for anticipated tasks	Yes
Tracks all scheduled maintenance	Yes
Creates recurring maintenance schedules on a daily, weekly, monthly or annual basis	Yes
Stores schedule templates for quick creation of frequently used schedule	Yes
Tracks equipment information, including manufacturer, model and serial numbers, in and out service dates and warranty	Yes
Automatically generates PM work orders through an integration with work order system	Yes
Displays upcoming scheduled work in a calendar format for resource scheduling	Yes

7. Budget Management

Topic	Available
Allows district to establish budget code format	Yes
Permits flexible budget terms and budget periods	Yes
Provides for flexible budget hierarchies	Yes
Analysis is provided for costs vs. budget per budget period and year-to-date	Yes
Facilitates the creation of long-range capital plans and budget plans	Yes
Manages capital projects and expenditures related to deferred maintenance, deficiencies and corrections	Yes

8. Reports Generation

Topic	Available
Category: Summary or detailed reports by _____	
Craft	Yes
Location	Yes
Budget	Yes
Employee	Yes
Craft cost analysis	Yes
Transactions	Yes
Outstanding work	Yes
Workloads and assignments	Yes
Status of work	Yes
Category: Standard Inventory Reports	
Summary or detailed reports by _____	
Issued inventory	Yes
Returned inventory	Yes

Transferred inventory	Yes
Supplier reports	Yes
Pick list reports	Yes
Category: Standard Preventative Maintenance Reports	
Summary or detailed reports by _____	
Projected parts and supplies reports	Yes
Estimated PM labor reports	Yes
Forecasting labor report	Yes
Corrective vs. preventative maintenance report	Yes
Category: Standard Facility Scheduling Reports	
Summary or detailed reports by _____	
Location	Yes
Organization	Yes
Schedules	Yes
Budget	Yes
Invoices	Yes
Reminders	Yes
Category: Standard Utility Reports _____	
Cost per Square ft	Yes
Use by building comparison	Yes
Cost by building comparison	Yes
Use/sq foot by building	Yes
Cost/sq foot by building	Yes
Energy savings report	Yes
Load factor report	Yes

9. Utility Tracking System

Topic	Available
Ability to manage all utilities including electric, gas, water, sewer, fuel oil, propane, trash, waste, telephone and other utilities	Yes
Tracks essential account, vendor building and user information	Yes
Tracks basic utility billing determinants on monthly bills for each account and/or meter including billing periods, billing period consumption, billing period cost and average period unit cost. Bills are to be tracked by month, year and building	Yes
Ability to track user-defined data such as hours of use, number of occupants, etc.	Yes
Provides use and cost budget function for monthly and annual budget analysis	Yes
Customizable user-defined advanced utility bill determinants including power factor, time-of-use, taxes, service charges and deregulated bill determinants	Yes
Performs current versus baseline comparisons including application of weather normalization for more accurate comparison of utility data from year to year. Weather normalization is performed by matching daily weather degree-days with actual billing periods of utility bills, Degree data is automatically uploaded into Utility Direct from the National Weather Service on a monthly basis	Yes
Easily exports data to any spreadsheet format	Yes
Provides virtual and sub-meter tracking. Sub-meter tracking will support internal organization chargeback requirements	Yes
Utility bill validity checking with multiple parameter analysis	Yes

10. Facility Scheduling System

Topic	Available
Multiple routing rules for event approval	Yes
Automatically routes usage request requests to approval managers	Yes
Database of areas available for after hour usage	Yes
Handle events with multiple dates with repeating patterns as well as random series of events	Yes
Tracks facility usage costs and automatically generates invoices	Yes
Enables event requesters to check facility availability and submit usage requests online	Yes
Displays scheduled events on calendar	Yes
Multiple levels of security	Yes
Email notifications to support personnel	Yes
Billing and rental administration	Yes

11. Wireless/Mobile Management

Topic	Available
Enables mobile workers to receive, process and complete work via a wireless/mobile device	Yes
Enables mobile workers to record transactions for labor hours	Yes
Enables mobile workers to search and sort and sort through their work orders	Yes

12. Trip Planning and Management

Topic	Available
Requesters can easily submit trip requests and check request status online	Yes
Automatically routes trip request to approval managers	Yes
Tracks availability and manages scheduling of vehicle and drivers	Yes
Displays scheduled trips on interactive calendar	Yes
Tracks all trip related costs	Yes

13. Information Technology Asset Management

Topic	Available
Gathers and reports information about computer assets on your network, including hardware, software and software utilization	Yes
Manages all computer assets across multiple platforms (Windows, Macintosh, Unix, Linux, Novell, etc)	Yes
Monitors assets at the component level and generates alerts for missing assets	Yes
Tracks licenses and usage for optimum license management and compliance	Yes
Generates alerts for software license agreement violations and unauthorized software installations	Yes

FacilityDude's solutions include:

- a. **MaintenanceEdge** is a suite of four applications:
 - Work Order - Online work order management tool that streamlines your work order process, including request generation, completion status tracking, & reporting.
 - Planned Maintenance - Online planned maintenance scheduling tool that helps you create, assign, and manage recurring tasks.
 - Critical Alarm - Generates new work orders based on notifications from any intelligent building device.
 - Work Order Wireless - Work order management tool that enables maintenance crews to receive and complete tasks in the field.
- b. **InventoryEdge** is a suite of two applications:
 - Inventory - Inventory management tool that streamlines the process of requesting, ordering, issuing, and tracking inventory items.
 - Inventory Wireless - Mobile inventory management application that improves the efficiency of your entire inventory process.
- c. **Capital Forecast** - integrates with MaintenanceEdge bridging the gap between your capital planning and operational maintenance programs to enhance your overall facility management capabilities.
- d. **UtilityTrac Plus** - UtilityTrac Plus is an affordable application that enables building owners to track, analyze, and report on utility consumption and cost.

TAB 5 – REFERENCES

Provide a minimum of ten (10) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide an equal number of references for K12, Higher Education and City/County entities. Provide the following information for each reference:

Entity Name:	Katy ISD
Contact Name and Title:	Kathy McDonald, Executive Director of M&O
City and State:	Katy, TX
Phone Number:	281-396-2501
Years Serviced:	10
Description of Services:	UD;FSD;PMD;CD;MD;ID;FSA
Annual Volume:	\$72,347

Entity Name:	Conroe ISD
Contact Name and Title:	Marshall Schroeder, Director of M&O
City and State:	Conroe, TX
Phone Number:	936-703-7702
Years Serviced:	5
Description of Services:	UD;CT-AU;CD;CyU;CAA;FSD;ID;MD;PMD;FSA;CFD
Annual Volume:	\$93,308

Entity Name:	Fort Bend ISD
Contact Name and Title:	David Moore, Director of Facilities
City and State:	Sugar Land, TX
Phone Number:	281-634-5562
Years Serviced:	12
Description of Services:	PMD;ID;MD;FSD;CD;CyU;FSA
Annual Volume:	\$53,507

Entity Name:	Garland ISD
Contact Name and Title:	Jess Hudson, Executive Director of School Facilities
City and State:	Garland, TX
Phone Number:	972-494-8780
Years Serviced:	14
Description of Services:	UD;MD;PMD;FSD;CSD
Annual Volume:	\$29,381

Entity Name:	Eanes ISD
Contact Name and Title:	Jeremy Trimble, Executive Director of Facilities & Operations
City and State:	Austin, TX
Phone Number:	512-732-9040
Years Serviced:	13
Description of Services:	UD;FSD;MD;PMD;PD;CD;FSA;CSD;CFD;UBAS
Annual Volume:	\$28,078

Entity Name:	Lewisville ISD
Contact Name and Title:	Jason Hughes, Assistant Director of Maintenance
City and State:	Lewisville, TX
Phone Number:	469-713-5204
Years Serviced:	14
Description of Services:	UD;FSD;CD
Annual Volume:	\$16,648

Entity Name:	Odessa College
Contact Name and Title:	Bryan Heifner, Director Facilities & Construction
City and State:	Odessa, TX
Phone Number:	432-335- 6512
Years Serviced:	12
Description of Services:	ITD;MD;FSD;PMD;CD
Annual Volume:	\$12,548

Entity Name:	Abilene Christian University
Contact Name and Title:	Corey Ruff, Exec Dir Facilities & Campus Management
City and State:	Abilene, TX
Phone Number:	325-674-2665
Years Serviced:	9
Description of Services:	CrisisM;MD;PMD;CD;CFD
Annual Volume:	\$18,384

Entity Name:	City of Pflugerville
Contact Name and Title:	Abby W., Admin Assistant for Public Works
City and State:	Pflugerville, TX
Phone Number:	512-251-9935
Years Serviced:	5
Description of Services:	MaintenanceEdge (ME)
Annual Volume:	\$4,631

Entity Name:	Hood County
Contact Name and Title:	Tim Flower, Director of Maintenance
City and State:	Granbury, TX
Phone Number:	817-579-3214
Years Serviced:	7
Description of Services:	MaintenanceEdge (ME), InventoryEdge (IE)
Annual Volume:	\$8,487

TAB 6 – PRICING

Appendix C:

PRICING

Electronic Price Lists

- Respondents must submit products, services, warranties, etc. in price list.
- Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from a particular offeror and the pricing per item.
- Services such as installation, delivery, tech support, training, and other services must be priced or listed as free in order to be offered on the contract. Unlisted services will not be accepted.
- Electronic price lists must contain the following: *(if applicable)*
 - Manufacturer part #
 - Vendor part # (if different from manufacturer part #)
 - Description
 - Manufacturers Suggested List Price and Net Price
 - Net price to Region 4 ESC (including freight)
- Media submitted for price list must include the respondents' company name, name of the solicitation, and date on Flash Drive (i.e. Pin or Jump Drives).
- ***Please submit price lists and/or catalogs in excel or delimited format only.***

Not to Exceed Pricing

- Region 4 ESC requests pricing be submitted as not to exceed for any participating entity.
- Unlike fixed pricing the awarded vendor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted for solicitation.
- Offeror must allow for lower pricing to be available for similar product and service purchases.
- This proposal process covers a wide range of institutions relative to square footage, number of sites and number of system users. Offeror is required to provide a price list that addresses the institutions being served by this solicitation. The price list should include, but not be limited to, software pricing, training, annual support, start up services, consulting services and ASP costs, if applicable. In order to evaluate the pricing and to assure that the price book is correctly interpreted, please provide a detailed pricing proposal for the following four (4) examples:

Please see attached ESC 4/TCPN SchoolDude Price Book and FacilityDude Price Book at the end of this proposal and on the flash drives.

Price Example	Number of Sites	Square Footage	Maintenance Staff	Requesters*	Number of Students
A	2	150,000	3	10 to 50	1,000

Example A: HealthCare, Government, Other (150,000 Square Footage)				
Item	Initial Term (Annual Fee)	Startup/Training & Support (one-time charge)	Total Initial Term	Annual Renewal (2nd Term)
MaintenanceEdge	\$2,180.00	\$1,400.00	\$3,580.00	\$2,289.00
InventoryEdge	\$760.00	\$540.00	\$1,300.00	\$798.00
Critical Alarm	\$760.00	\$540.00	\$1,300.00	\$798.00
Capital Forecast	\$1,190.00	\$850.00	\$2,040.00	\$1,249.50

Price Example	Number of Sites	Square Footage	Maintenance Staff	Requesters*	Number of Students
B	12	1,000,000	10	20 to 500	7,000

Example B: HealthCare, Government, Other (1,000,000 Square Footage)				
Item	Initial Term (Annual Fee)	Startup/Training & Support (one-time charge)	Total Initial Term	Annual Renewal (2nd Term)
MaintenanceEdge	\$12,380.00	\$5,870.00	\$18,250.00	\$12,999.00
InventoryEdge	\$4,210.00	\$2,200.00	\$6,410.00	\$4,420.50
Critical Alarm	\$4,210.00	\$2,200.00	\$6,410.00	\$4,420.50
Capital Forecast	\$6,630.00	\$3,470.00	\$10,100.00	\$6,961.50

Price Example	Number of Sites	Square Footage	Maintenance Staff	Requesters*	Number of Students
C	27	2,200,000	25	30 to 1,000	15,000

Example C: Public K-12 Education (15,000 Students)				
Item	Initial Term (Annual Fee)	Startup/Training & Support (one-time charge)	Total Initial Term	Annual Renewal (2nd Term)
Maintenance EssentialsPro	\$14,345	\$3,915	\$18,260.00	\$15,062.21
Critical Alarm Automation	\$6,505	\$3,336	\$9,840.77	\$6,830.21
InventoryDirect	\$6,110	\$2,440	\$8,550.00	\$6,415.50
CapitalForecast Direct	\$7,160	\$2,570	\$9,730.00	\$7,518.00
CrisisManager	\$6,490	\$1,180	\$7,670.00	\$6,814.50
CrisisManager Extended	\$3,945	\$525	\$4,470.00	\$4,142.21
EventEssentialsPro	\$14,410	\$4,205	\$18,615.00	\$15,130.50
FSAutomation	\$7,630	\$3,910	\$11,540.00	\$8,011.50
UtilityEssentials	\$7,665	\$1,650	\$9,315.00	\$8,048.21
TripDirect	\$6,595	\$2,690	\$9,284.75	\$6,924.41
Incident	\$7,305	\$2,420	\$9,725.00	\$7,670.21
Insight	\$15,850	\$5,820	\$21,670.00	\$16,642.50
Connect GIS	\$6,600.00	\$2,310.00	\$8,910.00	\$6,930.00

Price Example	Number of Sites	Square Footage	Maintenance Staff	Requesters*	Number of Students
D	48	4,500,000	55	75 to 2,000	30,000

Example D: Public K-12 Education (30,000 Students)				
Item	Initial Term (Annual Fee)	Startup/Training & Support (one-time charge)	Total Initial Term	Annual Renewal (2nd Term)
Maintenance EssentialsPro	\$24,360	\$8,960	\$33,320.00	\$25,578.00
Critical Alarm Automation	\$9,695	\$4,973	\$14,667.69	\$10,179.71
InventoryDirect	\$9,100	\$5,580	\$14,680.00	\$9,555.00
CapitalForecast Direct	\$10,750	\$5,945	\$16,695.00	\$11,287.50
CrisisManager	\$9,675	\$1,840	\$11,515.00	\$10,158.71
CrisisManager Extended	\$5,735	\$630	\$6,365.00	\$6,021.71
EventEssentialsPro	\$22,265	\$7,790	\$30,055.25	\$23,378.50
FSAutomation	\$11,455	\$5,875	\$17,329.62	\$12,027.71
UtilityEssentials	\$9,080	\$1,865	\$10,945.00	\$9,534.00
TripDirect	\$9,915	\$6,005	\$15,920.00	\$10,410.71
Incident	\$10,960	\$5,945	\$16,905.00	\$11,508.00
Insight	\$23,840	\$12,770	\$36,610.00	\$25,032.00
Connect GIS	\$9,000.00	\$3,150.00	\$12,150.00	\$9,450.00

Enhancement and Upgrade Policy – Provide a clear description of the upgrade and enhancement policies for all applications proposed. Clearly state the policy going forward relative to both the Offeror selling price and the total cost to the application owner for upgrades and enhancements.

Dude Solutions applications are on a constant “Evergreen” schedule of enhancements and new features as well as new applications. Being a hosted application, enhancements are easily distributed to Dude Solutions users upon completion vs. the traditional method of installing a CD and upgrading a database onsite on a client’s server. Ideas for these enhancements are derived from our clients and their needs to streamline processes or more effectively perform their day-to-day tasks.

Dude Solutions enhancement policies include:

- Allocation of a minimum of 25% of available development resources towards existing products (as opposed to new products). Dude Solutions has allocated approximately 30% of existing resources to existing product enhancements in the past 24 months.
- Enhancement priority and schedule is managed by the Business Unit Teams who fields enhancement requests submitted to the Dude Solutions Client Services Center by email, online chat, or by phone. Priority is determined by a combination of frequency of request, difficulty to deliver, how it affects other clients, and value to other clients. As all of our clients are educational clients, most requests benefit all of our clients. System fixes have a higher priority than enhancements and are usually handled within 48 hours.
- Dude Solutions publishes notification of upgrades, planned maintenance outages (typically weekends or at night); enhancements on Dude Solutions website and in email notifications to Dude Solutions client system administrators.
- On average, each Dude Solutions application is enhanced twice monthly.
- All enhancements are included in Dude Solutions annual fees.
- Dude Solutions clients enjoy these enhancements without having to download software, install updates, or load patches.

Dude Solutions upgrade policy includes:

- Major upgrades are scheduled 1-2 times annually for each product.
- Major upgrades are driven by client input and are generally further defined with client focus groups through concurrent online design review sessions where clients review and critique the upcoming enhancement prior to general release.
- Major upgrades are included in Dude Solutions annual fees.
- Dude Solutions clients enjoy these upgrades without having to download software, install updates, or load patches.
- Additional training is provided in group online formats as needed to train system administrators on how to take advantage of new functionality.

Ongoing enhancements and upgrades are provided for **NO ADDITIONAL COST** and are included in Dude Solutions annual fees. In addition, Dude Solutions clients do not have to install anything or update local systems to enjoy these upgrades and enhancements.

Our team is always improving services to the client. A few examples of that are: Unlimited Support by phone, email, or through live chat. Continuous enhancement process based on client input. Access to Dude Solutions annual “Dude University” conference and training program (nominal tuition fee required.) 24 x 7 application monitoring. Continuous firewall and virus protection.

TAB 7 – VALUE ADD

Please include any additional products and/or services not included in the scope of the solicitation that you think will enhance and/or add value to this contract for participating agencies. Your marketing plan and salesforce training plan as detailed in Appendix F will also be taken into account when evaluating your company's value add score.

Any additional products or services offered in this section will only be considered by Region 4 ESC if auditable pricing is offered for them in Appendix C. Any products or services for which pricing is not offered will not be considered a part of any contract awarded as a result of this RFP.

All products or services offered in this section are subject to the same requirements as products offered in Appendix B. Respondents must provide detailed descriptions of any additional products and services being offered as a part of their proposal, and Region 4 ESC reserves the right to reject any value add products or services which it deems to be unrelated to the scope of this RFP.

Dude University™ is the nation's largest career development and professional training conference exclusively for school, college and university operations professionals.

The Dude University curriculum is designed to provide professional development for educational professionals in all areas of operations, including maintenance, business, facilities, technology and transportation.

Some quick highlights:

- **Sessions** – Design your own conference schedule to fit your professional development needs! All sessions are created to address the areas of interest that most affect you in your specific job role.
- **Learning Lab** – A hands-on product training area filled with more than 70 computers and staffed by SchoolDude's Client Services Team - they're the Buckaroos of Software! The Learning Lab will be open throughout the entire conference for you to become more acquainted with the SchoolDude products you currently own, or to try out new ones.
- **Networking** – Knock elbows with peers and leaders alike. Dude Ranch features many networking activities before and during the 5-day event. Get to know your neighbors. Let the success of others in similar situations be your inspiration.

Learn more at <https://university.dudesolutions.com/>

TAB 8 – REQUIRED DOCUMENTS

Appendix H:
ADDITIONAL REQUIRED DOCUMENTS

DOC #1	Clean Air and Water Act
DOC #2	Debarment Notice
DOC #3	Lobbying Certification
DOC #4	Contractors Requirements
DOC #5	Antitrust Certification Statement
DOC #6	Implementation HB 1295 (Certificate) of Interested Parties)
DOC #7	EDGAR Certifications

FOR OFFERORS INTENDING TO DO BUSINESS IN NEW JERSEY:

DOC #8	Ownership Disclosure Form
DOC #9	Non-Collusion Affidavit
DOC #10	Affirmative Action Affidavit
DOC #11	Political Contribution Disclosure Form
DOC #12	Stockholder Disclosure Form

New Jersey Offerors are also required to comply with the following New Jersey statutes when applicable:

All anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38.

Compliance with Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act.

Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26

Bid and Performance Security, as required by the applicable municipal or state statutes.

DOC #1

Clean Air and Water Act

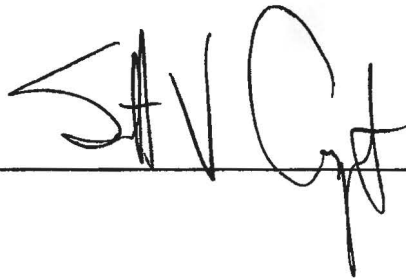
I, the Offeror, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation,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

Potential Offeror: Dude Solutions, Inc. _____

Title of Authorized Representative: SVP of Sales _____

Mailing Address: 11000 Regency Parkway, Suite 110, Cary, NC 27518 _____

Signature: _____

A handwritten signature in black ink, appearing to be 'SVP of Sales', written over a horizontal line.

DOC #2

Debarment Notice

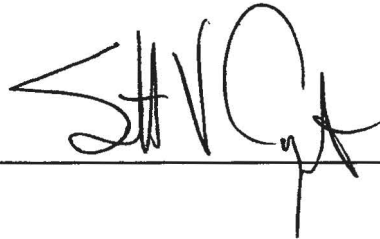
I, the Offeror, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Offeror: Dude Solutions, Inc. _____

Title of Authorized Representative: SVP of Sales _____

Mailing Address: 11000 Regency Parkway, Suite 110, Cary, NC 27518 _____

Signature: _____

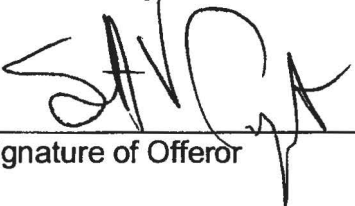
A handwritten signature in black ink, appearing to be "SVP", is written over the signature line.

LOBBYING CERTIFICATION

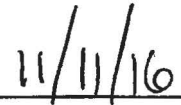
Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:

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



Signature of Offeror



Date

DOC #4 CONTRACTOR CERTIFICATION REQUIREMENTS

Contractor's Employment Eligibility

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

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

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

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

Contractor shall comply with governing board policy of the Region 4 ESC Participating entities in which work is being performed.

Fingerprint and Background Checks

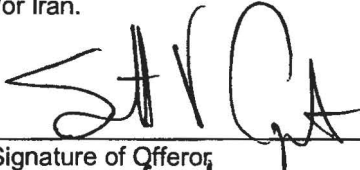
If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons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

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

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

Business Operations in Sudan, Iran

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



Signature of Offeror
11/11/16

Date

DOC #5

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)

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

1. I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Offeror Dude Solutions, Inc. _____

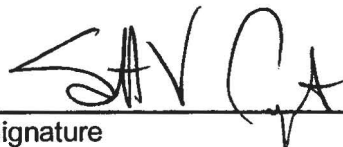
Address 11000 Regency Parkway, Suite 110 _____

Cary, NC 27518 _____

Phone (877) 868-3833 _____

Fax (800) 216-3063 _____

Offeror


Signature

Scott V. Carpenter
Printed Name

SVP of Sales
Position with Company

Authorizing Official

Signature

Printed Name

Position with Company

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Last Revision: February 16, 2016

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Dude Solutions, Inc.
Cary, NC United States

Certificate Number:
2016-134339

Date Filed:
11/08/2016

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Region 4 Education Service Center

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

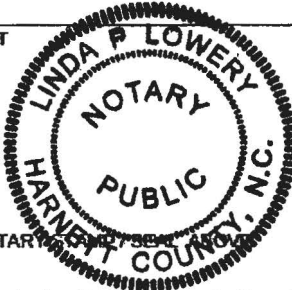
TCPN Solicitation 16-18
cloud-based operations software

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Prevost, Lee	Cary, NC United States	X	
	Hudson, Kent	Cary, NC United States	X	

5 Check only if there is NO interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury that the above disclosure is true and correct.



SAVCA
Signature of authorized agent of contracting business entity

AFFIX NOTARY SEAL HERE

Sworn to and subscribed before me, by the said Scott Carpenter, this the 11 day of November 20 16, to certify which, witness my hand and seal of office.

Linda P. Lowery
Signature of officer administering oath
Notary

Linda P. Lowery
Printed name of officer administering oath

Notary
Title of officer administering oath

EDGAR CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

REGION 4 EDUCATION SERVICE CENTER is in the process of ensuring that all policies and procedures involving the expenditure of federal funds are compliant with the new Education Department General Administrative Guidelines ("EDGAR"). Part of this process involves ensuring that all current Offerors agree to comply with EDGAR. You must complete this form and return to REGION 4 EDUCATION SERVICE CENTER along with your proposal.

The following certifications and provisions are required and apply when REGION 4 EDUCATION SERVICE CENTER expends federal funds for any contract resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Agency and the Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when REGION 4 EDUCATION SERVICE CENTER expends federal funds, REGION 4 EDUCATION SERVICE CENTER reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Offeror agree? YES SNC Initials of Authorized Representative of Offeror

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

Pursuant to Federal Rule (B) above, when REGION 4 EDUCATION SERVICE CENTER expends federal funds, REGION 4 EDUCATION SERVICE CENTER reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. REGION 4 EDUCATION SERVICE CENTER also reserves the right to terminate the contract immediately, with written notice to Offeror, for convenience, if REGION 4 EDUCATION SERVICE CENTER believes, in its sole discretion that it is in the best interest of REGION 4 EDUCATION SERVICE CENTER to do so. Offeror will be compensated for work performed and accepted and goods accepted by REGION 4 EDUCATION SERVICE CENTER as of the termination date if the contract is terminated for convenience of REGION 4 EDUCATION SERVICE CENTER. Any award under this procurement process is not exclusive and REGION 4 EDUCATION SERVICE CENTER reserves the right to purchase goods and services from other Offerors when it is in REGION 4 EDUCATION SERVICE CENTER's best interest.

Does Offeror agree? YES SNC Initials of Authorized Representative of Offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 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."

Pursuant to Federal Rule (C) above, when REGION 4 EDUCATION SERVICE CENTER expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Offeror agree to abide by the above? YES SVC Initials of Authorized Representative of Offeror

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

Pursuant to Federal Rule (D) above, when REGION 4 EDUCATION SERVICE CENTER expends federal funds during the term of an award for all contracts and sub grants for construction or repair, Offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does Offeror agree? YES SVC Initials of Authorized Representative of Offeror

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

Pursuant to Federal Rule (E) above, when REGION 4 EDUCATION SERVICE CENTER expends federal funds, Offeror certifies that Offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER resulting from this procurement process.

Does Offeror agree? YES SVC Initials of Authorized Representative of Offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or 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.

Pursuant to Federal Rule (F) above, when federal funds are expended by REGION 4 EDUCATION SERVICE CENTER, the Offeror certifies that during the term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER resulting from this procurement process, the Offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does Offeror agree? YES SVC Initials of Authorized Representative of Offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and 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).

Pursuant to Federal Rule (G) above, when federal funds are expended by REGION 4 EDUCATION SERVICE CENTER, the Offeror certifies that during the term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER member resulting from this procurement process, the Offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Offeror agree? YES SVC Initials of Authorized Representative of Offeror

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

Pursuant to Federal Rule (H) above, when federal funds are expended by REGION 4 EDUCATION SERVICE CENTER, the Offeror certifies that during the term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER resulting from this procurement process, the Offeror certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Offeror agree? YES SVC Initials of Authorized Representative of Offeror

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

Pursuant to Federal Rule (I) above, when federal funds are expended by REGION 4 EDUCATION SERVICE CENTER, the Offeror certifies that during the term and after the awarded term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER resulting from this procurement process, the Offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C.

1352). The undersigned further certifies that:

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

Does Offeror agree? YES SVC Initials of Authorized Representative of Offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by REGION 4 EDUCATION SERVICE CENTER for any contract resulting from this procurement process, Offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Offeror further

certifies that Offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or sub grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Offeror agree? YES SVC Initials of Authorized Representative of Offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When REGION 4 EDUCATION SERVICE CENTER expends federal funds for any contract resulting from this procurement process, Offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does Offeror agree? YES SVC Initials of Authorized Representative of Offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Offeror certifies that Offeror is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does Offeror agree? YES SVC Initials of Authorized Representative of Offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any books, documents, papers and records of Offeror that are directly pertinent to Offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Offeror's personnel for the purpose of interview and discussion relating to such documents.

Does Offeror agree? YES SVC Initials of Authorized Representative of Offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTS

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

Does Offeror agree? YES SVC Initials of Authorized Representative of Offeror

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

Offeror's Name: Dude Solutions, Inc. _____

Address, City, State, and Zip Code: 11000 Regency Parkway, Suite 110, Cary, NC 27518 _____

Phone Number: (877) 868-3833 _____ Fax Number: (800) 216-3063 _____

Printed Name and Title of Authorized Representative: Scott V. Carpenter, SVP of Sales _____

Email Address: scott@schooldude.com _____

Signature of Authorized Representative:  Date: 11/11/16

OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: Dude Solutions, Inc. _____

Street: 11000 Regency Parkway, Suite 110, _____

City, State, Zip Code: Cary, NC 27518 _____

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I, Scott Carpenter _____, an authorized representative of Dude Solutions _____, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
Kent Hudson	11000 Regency Parkway, Cary, NC 27518	26.23%
Ralph Prevost	11000 Regency Parkway, Cary, NC 27518	17.30%
Warburg Pincus	450 Lexington Ave, New York, NY 10017	46.80%

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

11/11/16

Date

Authorized Signature and Title

DOC #9

NON-COLLUSION AFFIDAVIT

Company Name: Dude Solutions, Inc.

Street: 11000 Regency Parkway, Suite 110

City, State, Zip Code: Cary, NC 27518

State of New Jersey

County of

I, Scott V. Carpenter of the Cary Name

in the County of Wake, State of North Carolina of full age, being duly sworn according to law on my oath depose and say that:

I am the SVP of Sales of the firm of Dude Solutions the offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that Region 4 ESC relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

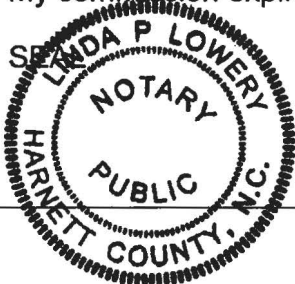
Dude Solutions
Company Name


SVP of Sales
Authorized Signature & Title

Subscribed and sworn before me

this 11 day of November, 2016

Linda P Lowery
Notary Public of North Carolina
My commission expires May 2, 2017



AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)

Company Name: Dude Solutions, Inc.

Street: 11000 Regency Parkway, Suite 110

City, State, Zip Code: Cary, NC 27518

Proposal Certification:

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Offerors must submit with proposal:

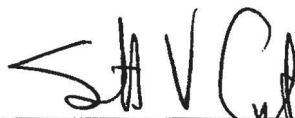
- | | |
|--|-----------|
| 1. A photo copy of their <u>Federal Letter of Affirmative Action Plan Approval</u> | _____ |
| OR | |
| 2. A photo copy of their <u>Certificate of Employee Information Report</u> | Yes _____ |
| OR | |
| 3. A complete <u>Affirmative Action Employee Information Report (AA302)</u> | _____ |

Public Work – Over \$50,000 Total Project Cost:

- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the _____
- B. Approved Federal or New Jersey Plan – certificate enclosed _____

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

11/11/16
Date


Authorized Signature and Title

**P.L. 1995, c. 127 (N.J.A.C. 17:27) MANDATORY
AFFIRMATIVE ACTION LANGUAGE**

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.




The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

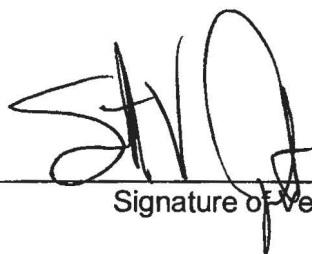
The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the

statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Certification 42703		
CERTIFICATE OF EMPLOYEE INFORMATION REPORT		
RENEWAL		
This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-OCT-2015 to 15-OCT-2018		
DUDE SOLUTIONS, INC. 11000 REGENCY PKWY., SUITE 200 CARY		  Robert A. Romano, Acting State Treasurer



Signature of Vendor Officer

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (www.nj.gov/dca/lqs/lfns/lfmenu.shtml).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at www.nj.gov/dca/lqs/p2p. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used "as-is", subject to edits as described herein.
 - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

NOTE: This section does not apply to Board of Education contracts.

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Page ____ of ____

[illegible]

Page 84 of 88

**List of Agencies with Elected Officials Required for Political Contribution
Disclosure
N.J.S.A. 19:44A-20.26**

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED,
CUSTOMIZABLE FORM.**

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☐ ☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☐ ☒ Corporation ☐ Sole Proprietorship

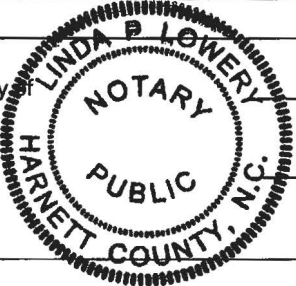
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Kent Hudson	Name: Ralph Prevost
Home Address: 11000 Regency Parkway, Cary, NC 27518	Home Address: 11000 Regency Parkway, Cary, NC 27518
Name: Warburg Pincus	Name:
Home Address: 450 Lexington Ave, NY, NY 10017	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this <u>11</u> day of <u>Nov</u> , 2016		<u>Linda P Lowery</u>
(Notary)		(Att Notary)
My Commission <u>May 2, 2017</u>		<u>Linda P Lowery</u> (Print name & title of) (Corporate Notary)

ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- ☐ ☒ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)

- ☐ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

11/11/16
Date

SAV G SUP
Authorized Signature & Title