

**Region 4 Education Service Center (ESC)**

**Contract R161801**

*for*

Facilities Management Software and Solutions

*with*

**Accruent LLC**

Effective: April 1, 2017

The following documents comprise the executed contract between the Region 4 Education Service Center and Accruent LLC, effective April 1, 2017:

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

## TAB 1 – ENTIRE VENDOR CONTRACT AND SIGNATURE (FORM PGS. 1-15, APPENDIX A) – GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM (APPENDIX D)

### APPENDIX A

#### VENDOR CONTRACT AND SIGNATURE FORM



This Vendor Contract and Signature Form (“Contract”) is made as of December 14, 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 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.

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

Address	<u>Accruent LLC</u>
City/State/Zip	<u>11500 Alterra Parkway, Suite 110, Austin, TX 78758</u>
Telephone No.	<u>512.861.0726</u>
Fax No.	<u>512.831.3682 / 512.342.2449</u>
Email address	<u>ureddy@accruent.com / sales@accruent.com</u>
Printed name	<u>Uttam Reddy</u>
Position with company	<u>General Manager, Public Sector</u>
Authorized signature	<u><i>uttam reddy</i></u>

**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

12/14/2016  
Date

*[Signature]*  
Print Name

*[Signature]*  
Region 4 ESC Authorized Board Member

*[Signature]*  
Print Name

12-14-16  
Date

TCPN Contract Number R161801

## TAB 2 – QUESTIONNAIRE (APPENDIX E)

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

Offeror 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. (If applicable)**

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

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

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

- |   |   |
|---|---|
| <input type="checkbox"/> American Samoa                 | <input type="checkbox"/> Northern Mariana 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

**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**

Offeror certifies that this firm is an MWBE  Yes  No

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 Austin, State of Texas.

**5. Felony Conviction Notice**

Please Check Applicable Box;

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

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

**6. Processing Information**

Company contact for:

Contract Management

Contact Person: Uttam Reddy  
Title: General Manager, Public Sector  
Company: Accruent LLC  
Address: 11500 Alterra Parkway, Suite 110  
City: Austin State: TX Zip: 78758  
Phone: 512.831.3682 Fax: 512.342.2449  
Email: ureddy@accruent.com

Billing & Reporting/Accounts Payable

Contact Person: Adrienne Synor / Lacy Matthews  
Title: General Account / General Account  
Company: Accruent LLC  
Address: 11500 Alterra Parkway, Suite 110  
City: Austin State: TX Zip: 78758  
Phone: 512.813.6159 Fax: 512.342.2449  
Email: apinvoices@accruent.com

Marketing

Contact Person: Chris Glanzman  
 Title: Associate Product Marketing Manager  
 Company: Accruent LLC  
 Address: 11500 Alterra Parkway, Suite 110  
 City: Austin State: TX Zip: 78758  
 Phone: 512.271.5805 Fax: 512.342.2449  
 Email: cglanzman@accruent.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 Offeror 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
NCPA	13%	In process	\$0 – \$1,000,000
TCPN	13%	03/31/2017	\$0 – \$1,000,000
GSA	20%	12/7/2018	\$0 – \$1,000,000



## TAB 3 – COMPANY PROFILE (APPENDIX F, EXCLUDING REFERENCES SECTION)

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Please provide the following information about your company:

1. Company's official registered name.
- 

**Accruent Response:**

Accruent LLC.

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

**Accruent Response:**

Accruent LLC was founded in 1995 to help real estate and facilities professionals deliver long-term, best-in-class operational and financial performance. With a customer mission to deliver the highest ROI of any application our customers can implement, Accruent offers a range of end-to-end solutions that are designed and built to serve specific industry needs at a lower total cost of ownership than comparable enterprise systems. Our customers are industry leaders in the corporate, CRE, education, healthcare, public sector, retail and telecom industries. Together with our global property management partners, we provide solutions to more than 4,400 organizations in over 120 countries.

Accruent's solutions transform the impact that physical locations have on organizational performance by optimizing real estate and facilities portfolios, eliminating unnecessary spending and optimizing compliance and sustainability initiatives. To support the wide diversity of our broad customer base, Accruent provides best-in-class software underpinned by a large in-house development team, highly experienced implementation specialists and facility condition assessors who are second-to-none in the industry. Providing a complete solution incorporating all of these elements under one roof is what sets Accruent apart from its competitors.

Accruent's software suite offers industry-specific solutions for facilities maintenance management, space planning, project management and capital planning, lease administration, enabling facilities functions to be closely and tactically integrated with an organization's larger strategic initiatives.

Our core software implementation leadership has combined 60 years of experience in implementation and project management. Our approach is to employ best practices in our methodologies and products, allowing us to reduce risk and to maintain a 100 percent success rate in implementing Accruent software on time and on budget.

Accruent's Facility Condition Assessment Services provides clients with the information needed to make sound decisions about capital reinvestment in their existing buildings. Accruent's assessment methodology is based on industry standards and refined by experience assessing over four billion square feet of facilities worldwide. Having assessors and developers under one roof ensures that product development is always in line with condition assessment best practices. Unlike most of its competitors, Accruent provides assessment services only and not remediation, therefore clients are assured of always receiving objective, unbiased assessment results.

Accruent continues to build and enhance this industry-leading suite of applications as part of its deep commitment to the real estate software market and to achieving outstanding business results for its customers. Our solutions provide our customers with powerful, industry-specific tools to address tactical real estate needs

and to integrate physical facilities with an organization’s broader strategic vision for the short, medium and long terms.

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

**Accruent Response:**

Accruent’s D&B number is 94-750-5822.

4. Corporate office location.

**Accruent Response:**

11500 Alterra Parkway, Suite 110  
Austin TX 78758

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

**Accruent Response**

Market	Public Sector	Education	Accruent Capital Planning	CRE / Corporate	Retail	Telecom	Healthcare
<b>Number of Account Executives</b>	4	6	4	9	7	9	14

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

**Accruent Response:**

Sales and Services Offices	Key Contacts
Accruent has 5 office locations in the United States, including the headquarters address:  11500 Alterra Parkway, Suite 110 Austin TX 78758	Key contacts for all locations will be Chris Glanzman, whose contact information follows:  Associate Product Marketing Manager 11500 Alterra Parkway, Suite 110 Austin TX 78758

<p>429 Santa Monica Blvd., Suite 270 Santa Monica, CA 90401</p> <p>990 Grove St., Suite 500 Evanston, IL 60201</p> <p>99 Bedford Street, Suite 300 Boston, MA 02111-2636</p> <p>278 N. 5th St. Columbus, OH 43215</p>	<p>512.271.5805 <a href="mailto:cglanzman@accruent.com">cglanzman@accruent.com</a></p>
---	--

7. Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:
- a. Sales
  - b. Sales Support
  - c. Marketing
  - d. Financial Reporting
  - e. Executive Support

**Accruent Response**

**Sales, Sales Support and Marketing**

Contact Person: Chris Glanzman

Title: Associate Product Marketing Manager

Company: Accruent LLC

Address: 11500 Alterra Parkway, Suite 110

City: Austin State: TX Zip: 78758

Phone: 512.271.5805 Email: cglanzman@accruent.com

**Financial Reporting**

Contact Person: Adrienne Synor / Lacy Matthews

Title: General Account / General Account

Company: Accruent LLC

Address: 11500 Alterra Parkway, Suite 110

City: Austin State: TX Zip: 78758

Phone: 512.813.6159 Email: apinvoices@accruent.com

**Executive Support**

Contact Person: Uttam Reddy

Title: General Manager, Public Sector

Company: Accruent LLC

Address: 11500 Alterra Parkway, Suite 110

City: Austin State: TX Zip: 78758

Phone: 512.831.3682 Email: ureddy@accruent.com

### Resumes

Outward facing resumes for the above referenced individuals are not maintained by Accruent. The above referenced personnel have multiple years of experience in their assigned positions.

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## 8. Define your standard terms of payment.

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### Accruent Response:

Accruent's standard terms of payment are described below. The terms have been copied from our SaaS Agreement.

#### 4. FINANCIAL TERMS

4.1 Fees and Payment Terms. Fees are specified in the applicable Order Document and unless stated otherwise are denominated and payable in United States dollars. Unless agreed otherwise in an applicable Order Document, fees are due within thirty (30) days of invoice date.

4.2 Overdue Charges. In the event any fees are not received by Accruent by the due date, then Accruent may (i) charge interest on past due balances at the lesser of a 1½% per month or the highest rate allowed by law, and (ii) be entitled to condition future purchases on shorter payment terms.

4.3 Suspension of Services and Acceleration. In the event any amounts are thirty (30) or more days overdue, Accruent may (without limiting any of its other rights and remedies) (i) suspend its performance and (ii) require full payment before any additional performance is rendered by Accruent and (iii) accelerate all future amounts to be due, such that all remaining periodic payments for the then current Term of the applicable Order Document shall be due and owing.

4.4 Taxes. Unless expressly provided otherwise, the prices in the Agreement do not include taxes. Client agrees to pay any taxes, other than those based on Accruent's net income, arising out of the Agreement. If Client is tax-exempt, Client agrees to send Accruent a copy of its tax-exempt certificate prior to execution of an Order Document. Client shall be responsible for any liability or expense incurred by Accruent as a result of Client's failure or delay in paying taxes due.

4.5 T&E Expenses. Unless otherwise noted within the Order Document or SOW, Accruent's reasonable travel and lodging expenses incurred by Accruent in the performance of Professional Services on Client's site will be billed separately at actual cost.

---

## 9. Who is your competition in the marketplace?

---

### Accruent Response:

Accruent estimates that there are 30 other providers of partial solutions in this market space but none that provide the depth and breadth of application functionality, in a true Cloud solution, that encompasses the entire facility lifecycle.

---

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

---

**Accruent Response:**

As a privately held company, we do not disclose this information in the RFP process; however we would be happy to arrange a meeting with a member of Accruent's Finance Department to discuss these items upon notification that Accruent has been selected as Vendor of Choice (VOC).

---

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

---

**Accruent Response:**

As a privately held company, we do not disclose this information in the RFP process; however we would be happy to arrange a meeting with a member of Accruent's Finance Department to discuss these items upon notification that Accruent has been selected as Vendor of Choice (VOC).

---

12. What is your strategy to increase market share?

---

**Accruent Response:**

Accruent has a unique strategy among real estate management software vendors. We believe that the majority of customers are best served by a product that is purpose-built for their industry. Thus, we select specific vertical markets and serve those markets with dedicated people and products. Accruent's growth strategy combines organic growth with acquisitive growth; the latter generally allows us to add products and competence in new verticals or functional areas. Our differentiation varies based on the competitor in question, but primary factors include:

**Company Strategy & Vision:**

- Accruent is consolidating the best companies, products, and people in real estate and facilities software, leveraging synergies between best-in-class companies. This consolidation has dramatically accelerated the rate at which we develop new products and deliver customer value.
- Accruent serves selected markets with purpose-built industry suites. Customers in each of the specific verticals we serve each have very specific requirements, so compared to a one-size-fits-all method, our purpose-built approach delivers the deep functionality leading organizations need without cluttering up the software with things they don't.
- Accruent has achieved consistent organic growth through an ongoing focus on achieving outstanding outcomes for our customers.

**Product Strategy:**

- Traditional enterprise software provides deep functionality but its implementation is typically difficult, expensive, and painful. Cloud or SaaS solutions are fast-to-implement, easy-to-use, and typically less expensive than enterprise solutions. Some organizations have historically been hesitant to adopt SaaS solutions despite the lower cost since SaaS offerings traditionally were point solutions that didn't offer the same depth of functionality as did their enterprise counterparts. Accruent, however, offers the best of

both worlds, combining the deep functionality of traditional enterprise software that addresses the full life cycle of real estate and facilities management with the lower costs and ease of implementation of a Cloud deployment model.

---

### 13. What differentiates your company from competitors?

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Accruent makes it easy for you to unlock the financial benefits and operational improvements trapped in inefficient systems and processes. Our comprehensive facilities and real estate management systems deliver long term, best in class, operational and financial performance. We provide site, lease, project, facilities, asset management, and facility capital planning software and services that are purpose-built for specific industries to deliver greater customer value.

Accruent has a unique strategy among real estate management software vendors. We believe that the majority of customers are best served by a product that is purpose-built for their industry. Thus, we select specific vertical markets and serve those markets with dedicated people and products. Accruent's growth strategy combines organic growth with acquisitive growth; the latter generally allows us to add products and competence in new verticals or functional areas. Our differentiation varies based on the competitor in question, but primary factors include:

#### **Company Strategy & Vision**

Accruent is consolidating the best companies, products, and people in real estate and facilities software, leveraging synergies between best-in-class companies. This consolidation has dramatically accelerated the rate at which we develop new products and deliver customer value.

Accruent serves selected markets with purpose-built industry suites. Customers in each of the specific verticals we serve each have very specific requirements, so compared to a one-size-fits-all method, our purpose-built approach delivers the deep functionality leading organizations need without cluttering up the software with things they don't.

Accruent has achieved consistent organic growth through an ongoing focus on achieving outstanding outcomes for our customers.

#### **Product Strategy**

Traditional enterprise software provides deep functionality but its implementation is typically difficult, expensive, and painful. Cloud or SaaS solutions are fast-to-implement, easy-to-use, and typically less expensive than enterprise solutions. Some organizations have historically been hesitant to adopt SaaS solutions despite the lower cost since SaaS offerings traditionally were point solutions that didn't offer the same depth of functionality as did their enterprise counterparts. Accruent, however, offers the best of both worlds, combining the deep functionality of traditional enterprise software that addresses the full life cycle of real estate and facilities management with the lower costs and ease of implementation of a Cloud deployment model.

---

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

---

**Accruent Response:**

Accruent currently does not have a direct ordering system. When a participating member chooses to purchase our software programs and services we recommend contacting our Sales staff for preparation of quote in accordance with the price list offers provided under this agreement to better address the specific nature of the software capabilities and the customer's requirements.

---

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

---

**Accruent Response:**

All Accruent customer support is centralized in Austin, Texas. Support is available via phone 24/7/365 with support personnel manning the phones from 8:00am-8:00pm EST (Mon - Fri), with after-hours on-call support staffed by a monitoring consultant for high severity issues.

Three primary contacts at client will be identified to receive phone calls and/or emails related to any service concerns or issues. These individuals also have access to the customer support portal and customer support hotline to report issues or follow-up on open cases.

Accruent follows a DefCon procedure in order to properly align internal resources and notify customers of a perceived problem with the system:

- 1) Serious or potentially serious issue is identified either internally or externally
- 2) Communication to internal DefCon team is initiated to align resources and ensure operational efficiency in resolving the issue. Groups involved include the Executive team, Customer Support, Hosting Services, Product Management, Engineering & QA, and Professional Services.
- 3) Proactive communication to customers is provided in an email blast to the identified support contacts describing the issue and the follow-up timeframe.
  - a. Additional communications are provided on an hourly basis if the problem lasts more than one hour.
  - b. Back-in-service communication is provided as soon as the DefCon team determines that the system has been returned to normal state.
- 4) DefCon team conducts a Root Cause Analysis (RCA) to isolate the point of failure and determine system changes to prevent recurrence. Any customer can submit an RCA request and be provided the results of the RCA when available.

---

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

---

**Accruent Response:**

Accruent has not been named in any legal proceeding which would affect its ability to perform the services requested under this RFP.

## Marketing / Sales

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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 and Region 4 ESC 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

---

**Accruent Response:**

Accruent will work with TCPN to generate a co-branded press release within 30 days of contract award. The reach of this press release will be extended by sharing the announcement through Accruent's social media channels. Accruent will also build a micro-site to house necessary reference materials, created collateral, and other content related to the contract. These pieces of collateral will also be present at trade shows and made available to Sales for printed and digital delivery to prospects and customers.

---

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

---

**Accruent Response:**

Accruent will work with TCPN to ensure appropriate positioning and messaging is utilized in articulating the value of the contract to eligible entities.

---

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

---

**Accruent Response:**

The breadth and depth of Accruent's functionality and product portfolio create a large opportunity to create new business with existing customers. Current customers will be included within the Marketing team's efforts to publicize the contract and communicate its benefits. TCPN will also have an opportunity to sponsor exclusive Accruent customer conferences and events in order to further expose Accruent customers to the contract.

---

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

---



**Accruent Response:**

Within 90 days of contract award, Accruent will complete the development and build of the dedicated TCPN micro-site to activate their digital marketing channels. Sales representatives will receive communication regarding the award of the contract, and they will begin the prescribed training within the 90-day timeframe. Sales Support and Marketing will also coordinate with Accounting to automate financial reporting requirements.

---

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

---

**Accruent Response:**

Accruent will create a TCPN play in the sales playbook. Accruent Sales Support and Marketing will also cooperate with Learning and Development to provide training in the most effective method. Training may include in-person training, virtual classes, and potentially computer-based training.

---

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.

---

**Accruent Response:**

Accruent will comply with this requirement.

---

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

\$ \_\_\_\_\_ in year one  
\$ \_\_\_\_\_ in year two  
\$ \_\_\_\_\_ in year three

---

**Accruent Response:**

\$0 – \$1,000,000 in year one  
\$0 – \$1,000,000 in year two  
\$0 – \$1,000,000 in year three

**Administration**

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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).

---

**Accruent Response:**

Cooperative: National IPA/TCPN  
Contact: Tara Adams

Email: [tara.adams@nationalipa.org](mailto:tara.adams@nationalipa.org)  
Phone: 949-614-6737

---

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

---

**Accruent Response:**

Accruent has the capability to run, produce, and provide the required monthly sales reports referenced in this agreement.

---

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.

---

**Accruent Response:**

Accruent has the capability to provide the required management reports referenced in 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.

---

**Accruent Response:**

1. Allowing for customer service response time to be based on Vendor's current standards, including leeway for holidays and scheduled down-time.
2. Indemnity between the Vendor and Purchaser should be limited to the likely cause action for the SaaS services provided by Accruent. Namely, such indemnification should be limited to claims of infringement by third parties.
3. Allowing a purchaser to terminate the Agreement, without cause, not only hinders internal budgetary and resource planning needs, but also allows for the possibility of unintended access disruptions.

### **Green Initiatives**

We are 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.

---

**Accruent Response:**

Accruent recognizes the importance of sustainability as a corporate objective and value, and we find that most of our public clients have a strong commitment to carbon footprint reduction. At Accruent, we share these values.

Sustainability Initiative	Response
a. Packaging Reduction	Accruent encourages the delivery of report deliverables in electronic format instead of hardcopy whenever permitted in order to reduce use of paper, packaging and delivery.
b. Greenhouse Gas /Carbon Reduction	Accruent makes every effort to reduce carbon emissions by limiting travel required by Accruent employees in the performance of service contracts. This is accomplished through efficient scheduling of field trips, team car-pooling and by conducting virtual meetings via WebEx when possible instead of in-person meetings.
c. Waste Reduction	<p>Accruent’s software tool is deployed via the internet, so there is no physical waste associated with the product. Report deliverables from assessments can be provided electronically to further reduce paper waste.</p> <p>Software manuals are downloaded from the internet thus further minimizing waste reduction.</p>

**Offeror Certifications (if applicable)**

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29. 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 Offeror to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.

---

**Accruent Response:**

Not applicable.

## TAB 4 – PRODUCTS AND SERVICES (APPENDIX B)

### 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	Yes
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

### 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

**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
Manages capital projects and expenditures related to deferred maintenance, deficiencies and corrections	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 foot	Yes
Use by building comparison	Yes
Cost by building comparison	Yes
Use/square foot by building	Yes
Cost/square 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	No
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	No
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	No
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	No
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	No
Manages all computer assets across multiple platforms (Windows, Macintosh, Unix, Linux, Novell, etc.)	No
Monitors assets at the component level and generates alerts for missing assets	No
Tracks licenses and usage for optimum license management and compliance	No
Generates alerts for software license agreement violations and unauthorized software installations	No

**Accruent Response:**

**Maintenance & Operations** (Manufactured by Accruent, LLC in the United States)

The physical condition, appearance, and security of facilities contribute directly the success of an institution’s goals. As such, maintenance and operations are often the most visible functions of facilities management.

FAMIS Maintenance Management is a computerized maintenance management system (CMMS). It provides maintenance departments with a comprehensive and powerful system for managing corrective maintenance, preventive maintenance, alterations and renovations. The system automates the entire maintenance process from work identification to work completion. An electronic routing feature ensures every activity is properly managed throughout the process. Numerous reports and graphs allow you to analyze this process and enable full visibility of your organization.

The core maintenance functionality includes:

- Self-Service Requests
- Work Order Management
- Equipment/Asset Management
- Preventive Maintenance
- Maintenance Projects
- Labor Management
- Job Costing and Cost Recovery
- Approvals
- Workloading
- Basic Inventory

### **Mobile Application** (Manufactured by Accruent, LLC in the United States)

AppTree is Accruent's mobile strategy partner. Our relationship with AppTree allows Accruent's CMMS solution to leverage connected and disconnected mobile requirements across our application. Accruent has developed and continues to develop application programming interfaces (APIs) to interact with the AppTree mobile apps for the iOS and Android OS platforms. AppTree enables us to "mobilize" selected business processes for any area where an API is available to access necessary data.

By facilitating paperless facilities operations, offering full access to work orders and other data elements from anywhere on campus, and through mobile-specific capabilities such as barcode scanning and configurable push notifications, the FAMIS mobile app transforms and streamlines client's essential facilities and real estate management processes.

### **Real Estate Administration** (Manufactured by Accruent, LLC in the United States)

Rental and occupancy costs are often the second-highest expense and #1 long-term financial obligation for many organizations. The FAMIS Real Estate Administration module helps you manage and control these costs. Deep functionality for streamlining the full lease lifecycle helps you drive productivity, avoid payment mistakes and overcharges, and remain in lease compliance.

FAMIS Real Estate Administration is a complete lease administration and portfolio management environment, providing the ability to track and analyze owned and leased real estate with full lease management functions and the ability to manage properties from the tenant or landlord perspective. FAMIS Real Estate Administration provides enhanced capability compared to stand-alone lease and property management products because of its

tight link to the FAMIS detailed space management, facility floor plan display modules, ad hoc query capability, planning tools, and web reporting.

Features for auditing Common Area Maintenance (CAM) costs, expense reconciliation, rent escalations, FASB reporting and critical date tracking help your organization reduce costs and ensure regulatory and lease compliance. The FAMIS Lease Administration solution helps you ensure 100% rent payment accuracy as a tenant, thanks to advanced features for close monitoring of lease terms and minimum payments due, and also as a landlord, with automated invoicing and rent collections that help you avoid missing payments.

### **Project Management** (Manufactured by Accruent, LLC in the United States)

FAMIS Project Management solution empowers project managers and others to ensure projects are completed on time and on budget by:

- Giving team members greater visibility into each project by building, maintaining and publishing project schedules.
- Moving projects forward through automatically generated e-mail notifications and with the ability to assign project events to individual project team members.
- Providing user-configured reports on demand to quickly review project status and ensure team members are on the same page.

### **Capital Planning** (Manufactured by Accruent, LLC in the United States)

- **VFA.facility** capital planning and management software enables organizations to manage condition and sustainability information about facility assets and leverage that information to create capital projects, plans and budgets. It allows client to:
  - Produce compelling, detailed reports and what-if models to support capital planning decisions
  - Forecast the impact of different spending levels
  - Ensure cost estimation accuracy
  - Prioritize budgets based on funding allocation
  - Benchmark progress
  - Integrate sustainability into the capital plan
  - Integrate data from other enterprise systems for actionable insights
- **VFA Auditor** leverages the technology of today's leading mobile tablets to efficiently capture facility data in the field. Mobile data collection introduces a more transparent assessment process and greatly reduces manual data entry tasks. VFA Auditor provides a secure means of data collection with support for Offline data entry.
  - Touch centric interface design promotes efficient data entry and collection
  - Provides centralized management and visibility into assessment activity
  - Empower data collectors with offline access to VFA's leading content library

- Comprehensive Photo Management functionality to support a photo-centric assessment process
- Reduces paper dependency and improves process efficiency
- Eliminate redundant back office data entry and transcription errors
- Designed to support multiple platforms (Apple, Google Android, Windows) with the latest mobile technology
- **AssetConnect** Enables the integration of data from VFA.facility with FAMIS Maintenance Management System.
  - Bundle condition requirements and create work packages for better control, tracking and scheduling
  - Develop accurate maintenance and capital budgets
  - Track inventory, labor and the progress of project execution through its capital planning system
  - Gain insight to optimize the total cost of ownership

### **Space & Occupancy Management** (Manufactured by Accruent, LLC in the United States)

The Space & Occupancy module allows you to track and update the physical space information of multiple levels in the location hierarchy, providing true organization-wide space management. By tracking categorical information, allocations for cost chargeback, assets located within the space, and maintenance occurring within a space, FAMIS Space & Occupancy Management becomes the hub of spatial data for enterprise resource planning. FAMIS Space & Occupancy is part of our cloud-based facilities maintenance software. As a cloud application, it is easy to use, easy to access, and includes automatic monthly updates.

- **Space Assignment** Manage space utilization, employee assignments, occupancy, and allocations by organizational department or functional activity
- **Occupancy Status** Calculate vacancy and change occupancy status of spaces, including occupancy of a percentage of space, to maximize utilization and allocations
- **Location Hierarchy** Maintain comprehensive control over your space inventory with a system for tracking geographic regions, land entities and parcels, properties and buildings, wings and towers, floors, spaces, sub-spaces, and zones
- **Graphical Reporting** Link your imported space information with AutoCAD® and Revit®, the world's leading CAD platforms, to graphically capture and update accurate area measurements
- **Space & Facilities Integration** Maximize the recovery of your incurred facilities and administrative research costs by linking all of your facilities data and thus eliminating duplicate data entry
- **Move Management** Create and follow workflows that automate the countless transactions required to accurately track, schedule, reserve, execute and report on moves of facility assets

### **Utility Management** (Manufactured by Accruent, LLC in the United States)

FAMIS Utility Management is designed to allow you to more effectively manage your utilities, from electricity to water, natural gas, and more. It can define production meters, consumption meters, and virtual meters. Utility Management can set up meter physical features such as manufacturer and dial configuration and track

consumption accurately and easily. With both rate-based and percentage of consumption billing rules, FAMIS provides the ability to define allocation strategies to accurately charge-back consumers for their fair share of the institution's utility consumption.

### **Vendor Management** (Manufactured by Accruent, LLC in the United States)

- **Manage Contracts and COI's** Manage Vendors, Contracts and Certificates of Insurance – Track Certificates of Insurance, coverage levels and contract terms for vendors and tenants of campus property. Contract and COI information can be made available to site teams to verify and validate information in the field.

### **Material Management** (Manufactured by Accruent, LLC in the United States)

- **Advanced Inventory Control** FAMIS Advanced Inventory Control is a comprehensive system for managing spare parts, replacement parts, supplies, furniture, and other types of inventory items. The system provides functions for optimizing inventory levels; reserving, locating, issuing, and charging items; performing physical and cycle inventories; costing inventory; and much more. FAMIS Advanced Inventory Control is tightly integrated with FAMIS Maintenance Management to enhance the work planning, estimating, kitting and job costing functions.
- **Purchasing** FAMIS offers a full-featured system for managing the purchase of material and services. It can be operated independently or integrated with the institution's purchasing system using the FAMIS Integration Toolkit. The full purchasing lifecycle is supported with purchase requisitions, purchase order management, receipts processing, and 2-way or 3-way matching process for vendor invoice approval.

### **Incident & Emergency Management** (Manufactured by Accruent, LLC in the United States)

The FAMIS Emergency Management System creates a centralized repository of emergency plans and incident management infrastructure that can be accessed from any internet browser. With structured components, FAMIS creates a standardized and consistent approach to collecting and presenting emergency and incident response information. Hosted in a Tier IV Data Center, available 24/7, and delivered via the internet there is no hardware to buy or software to maintain

- **Emergency Preparedness** Maintain a universally accessible and fully documented plan – Create emergency preparedness procedures using a configurable structure to document emergency planning components such as life safety assessment, first response procedures, standard communications, and post incident checklists. Maintain lists of emergency contacts, persons needing assistance, and call lists. Plans can be accessed via a standard browser or via a wireless device.
- **Mass Communication** Communicate predefined messages based on preset rules – Create notification rules based on location, priority, and incident type. Messages can be sent to any individual or group as an e-mail or text message. Automatically send detailed instructions based on type of incident.
- **Inspection Management** Mitigate risk via inspection of conditions and behaviors – Create configurable inspections for properties, processes and life safety issues. The inspections can be entered directly using a web-enabled wireless device creating real-time responses and eliminating data entry. Follow-up corrective tickets can be created along with automated alerts for failed inspections.



- **Incident Management** Document the incident in real time – Provides a standardized approach to documenting incidents using a configurable format to capture individual business requirements. A fully auditable timeline assists in properly documenting the incident for insurance and legal purposes. Track response and recovery activity, assignments and costs.
- **Mitigation Tasks Document** your mitigation activities – Provides a standardized approach to documenting all preparedness activities associated with your emergency plans. Record activities such as fire warden meetings, fire drills, and life safety training. Attach scanned attendee sign-in sheets as documents.

### **AutoCAD / Revit Integration** (Manufactured by ACAD-Plus, Inc. in the United States)

ACAD Plus is a software provider of CAD-based solutions. They provide customers with an interface used for linking space data (e.g., CAD drawings) to Accruent software and allows metadata from Accruent's Facility Management platform to be integrated and filtered within specific CAD drawings. Metadata that can be shared includes, but is not limited to, types of spaces, departmental information, and asset-related information.

ACAD-Plus provides services as a direct sub-contractor to Accruent and their consultants are managed throughout the project in the same manner as Accruent subject matter experts and trainers.

ACAD-Plus is also included in engineering design and roadmap planning sessions associated with the delivery of Accruent's Space Management product and Accruent AutoCAD interface in order to ensure realistic product delivery commitments.

ACAD-Plus has been an Accruent partner since 1996, providing deep industry expertise in AutoCAD and Revit technologies. Contracted services include:

- Engineering development for the Accruent AutoCAD Interface and Revit Toolkit
- Training and implementation services associated with the deployment of the Accruent AutoCAD interface in all Space Management implementations
- Drawing preparation services during and after implementation associated with linking CAD drawings to the Space Management database.

### **Professional Services/Hosting Services/Support and Maintenance** (Manufactured by Accruent, LLC in the United States)

Accruent's Professional Services team develops your real estate and facility management solutions quickly so you can realize the full value of your solution and begin seeing a return on investment. Our Professional Services team leverages lessons learned and best practices from thousands of successful implementations. Because we offer a robust real estate management system, Accruent provides a full range of services from initial planning through implementation, training and ongoing support.

- **Software Implementation Services:** Accruent's Professional Services team has many years of experience implementing CMMS and Capital Planning systems and has been able to reduce implementation timelines and costs by incorporating best practices into our methodologies and products. As a Cloud-based system, we are able to eliminate costs for hosting hardware and software, related implementation costs for coordination, and software installation training for future upgrades. Cloud-based systems are also much faster to implement, which reduces the overall implementation timeline and the costs incurred both by Accruent and Clients.
- **Third Party System Integration** (Manufactured by Accruent, LLC in the United States)

In general, Accruent uses two methods to facilitate communication between a facilities maintenance system and third-party applications:

- **Web Services Based Integration:** Web Services is used for communications between applications when the product has a published Web Services API and the customer is willing to let another application have a direct network connection to the facilities maintenance system. Data is transferred from one application to the other and vice versa via Web Service calls over a secure Internet connection (SSL sockets). Web Service interactions are controlled by the client to avoid any security issues that would exist if FAMIS had to reach through the client firewall to acquire data. Therefore, if FAMIS data needs to be used within a client application, the client executes a GET API. If information from client needs to update FAMIS then client executes a PUSH or PATCH API.
- **SFTP Based Integration:** SFTP (Secure File Transfer Protocol) is used for communications between applications when the product does not have a published Web Services API or the customer is not willing to let an application have a direct network connection to a third-party application. Data is transferred from one application to the SFTP server as a file. The file is then read by software from the customer side, which processes the data by connecting directly to the other application.
- **Hosting Services:** All offered applications are hosted at a Tier 4 SSAE SOC 1, 2, 3 and ISO 27001 audited hosting facility. This best-in-class facility and partner helps us to maintain industry-leading uptime levels and security protections.
- **Ongoing Support/Maintenance Services:** Ongoing Support – Training continues after implementation, and is designed to be a continuous improvement process for the client staff. Since primary training focuses on train-the-trainer, Accruent’s long term goal is to continue to support client internal product experts. Accruent also provides ongoing training and monthly release reviews in order to train client staff on new product enhancements as they are released. Accruent also hosts an annual user conference that includes an in-depth Roadmap Session where customers are able to influence and weigh-in on future development priorities and timelines. Enhancement suggestions can also be submitted year-round through our customer support portal.

Maintenance Services – Accruent’s standard Support services are available in three forms:

- Online Customer Portal: easy to use online access, available 24/7/365 for submitting and/or reviewing cases, provides capabilities to track and update case history
- Email: support is available via email addresses specific to FAMIS
- Telephone: support is available via phone 24/7/365 with support personnel manning the phones from 8am to 8pm EST and after hours on-call support for high severity issues.

Three primary client support contacts will be identified to receive phone calls and/or emails related to any service concerns or issues. These individuals also have access to the Customer Support Portal and Customer Support Hotline to report issues or follow-up on open cases.

The applications also include comprehensive online help, which provides easy access to relevant system information. The online help system is context-sensitive; when you click the Help link on any page, information specific to that page is automatically displayed. The online help system provides information about the functionality available to full users and system administrators.

Finally, all customers are also granted access to the ListServ community, where they can interact with other customers directly.

- **Professional Consulting Services:** Accruent offers an array of consultative services that provide clients with the expertise and insights needed to make the most of your capital investments and maximize ROI.
- **Patch, Upgrade, and Update Deployment:** Updates and upgrades within the SaaS environment occur seamlessly on a monthly basis and are immediately available to users by selecting the appropriate configuration switch and activating the feature when appropriate. The applications offered herein have been architected as a true SaaS/Cloud solution, so the system generally remains available even during updates and maintenance processes, although some performance slowdown may occur during these brief periods. Updates, releases, and maintenance are typically scheduled to occur overnight on Saturdays, in the middle of the month when possible, and their duration will vary based on the scope of the work. We schedule monthly releases to ensure that all customers are utilizing the most current version of the software. Customers will be notified of the maintenance release and any expected performance effects in advance. Since the system remains available during these changes, updates will not have any effect on client business cycles.

Functionality updates, when rolled out, will be set to the "off" configuration by default. This will allow the client to experiment with new functionality in a non-production environment before deciding whether to turn it "on" in the production environment.

- **Disaster Recovery Services:** Accruent provides a fully replicated Disaster Recovery (DR) site for all applications offered on a power grid separate from the production data site.

## TAB 5 – REFERENCES (APPENDIX F)

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Provide a minimum of ten (10) customer references for product and/or services of similar scope dating within the past three (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  
Contact Name and Title  
City and State  
Phone Number  
Years Serviced  
Description of Services  
Annual Volume

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### Accruent Response:

Accruent is pleased to have a broad base of customers to offer as references. However, due to confidentiality agreements and respect for our customers' time and willingness to be references, we request that contact be coordinated directly through Chris Glanzman. Chris will be able to coordinate the appropriate reference based on requirements of The Cooperative Purchasing Network (TCPN).

This same consideration would be extended to TCPN as a valued Accruent customer.

**NOTE: Please contact Chris Glanzman at 512.271.5805 or [cglanzman@accruent.com](mailto:cglanzman@accruent.com) to make arrangements.** The desired timing of these calls may dictate with which customers you are available to speak.

The description of services and annual volume is customer proprietary. However, these items can be discussed if furthered in the RFP process.

<ol style="list-style-type: none"> <li>1. Kent State University Cindy Gary, FAMIS System Specialist Kent, OH <b>Reference above NOTE: Chris Glanzman at 512.271.5805 or cglanzman@accruent.com</b> 7 years in service FAMIS</li> <li>2. Michigan State University Dan Bollman – Associate VP of Facilities Lansing, MI <b>Reference above NOTE: Chris Glanzman at 512.271.5805 or cglanzman@accruent.com</b> 13 years in service FAMIS</li> <li>3. Iowa State University Michael Hamilton, Business Manager Ames, IA <b>Reference above NOTE: Chris Glanzman at 512.271.5805 or cglanzman@accruent.com</b> 14 years in service FAMIS</li> <li>4. Angelo State University Bruce Flage, FAMIS Administrator San Angelo, TX <b>Reference above NOTE: Chris Glanzman at 512.271.5805 or cglanzman@accruent.com</b> 7 years in service FAMIS</li> <li>5. University of Southern California Paul Flores, System Administrator Los Angeles, CA <b>Reference above NOTE: Chris Glanzman at 512.271.5805 or cglanzman@accruent.com</b> 14 years in service FAMIS</li> <li>6. Colorado Department of Education Dustin Guerin, Supervisor, Statewide Facility Assessment 1580 Logan Street, Suite 310, Denver, CO 80203 <b>Reference above NOTE: Chris Glanzman at 512.271.5805 or cglanzman@accruent.com</b> 2 years in service</li> </ol>	<ol style="list-style-type: none"> <li>8. FermiLab Roger Slisz, Jr., FEES IT Group Batavia, IL <b>Reference above NOTE: Chris Glanzman at 512.271.5805 or cglanzman@accruent.com</b> 18 years in service FAMIS</li> <li>9. University of North Dakota System Lori Lee, FAMIS Functional Admin Fargo, ND <b>Reference above NOTE: Chris Glanzman at 512.271.5805 or cglanzman@accruent.com</b> 8 years in service FAMIS</li> <li>10. University of Regina Kathy Junior, System Manager Regina, SK, Canada <b>Reference above NOTE: Chris Glanzman at 512.271.5805 or cglanzman@accruent.com</b> 1 year in service FAMIS</li> <li>11. Anoka County Andrew Dykstra, Director of Facilities Management &amp; Construction Anoka County, MN <b>Reference above NOTE: Chris Glanzman at 512.271.5805 or cglanzman@accruent.com</b> 1 year in service FAMIS</li> <li>12. County of Sonoma Rebecca Loehr, BSA, Facilities Development and Management 2300 County Center Drive, Suite A220, Santa Rosa, CA 95403 <b>Reference above NOTE: Chris Glanzman at 512.271.5805 or cglanzman@accruent.com</b> 2 years in service Capital Planning VFA.(facility and Assessment Services)</li> </ol>
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<p>Capital Planning VFA.facility and Assessment Services)</p> <p>7. County of Santa Clara Jeff D Schneider, Facilities and Fleet / Building Operations 1555 Berger Drive, Building 3, San Jose, CA 95112</p> <p><b>Reference above NOTE: Chris Glanzman at 512.271.5805 or cglanzman@accruent.com</b> 10 years in service Capital Planning VFA.facility and Assessment Services)</p>	<p>13. State of California   Department of Corrections and Rehabilitation Facility Planning, Construction and Management Harold Kessemeier, Departmental Construction and Maintenance Supervisor (DCMS) 9838 Old Placerville Road, Suite B, Sacramento, CA 95827</p> <p><b>Reference above NOTE: Chris Glanzman at 512.271.5805 or cglanzman@accruent.com</b> 9 years in service Capital Planning VFA.facility and Assessment Services)</p>
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## TAB 7 – VALUE ADDED (APPENDIX G)

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### Appendix G:

#### 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.

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#### Accruent Response:

##### Accruent Strategic Value Assessment for Public Institutions

Accruent works with our customers to clarify vision, align strategic initiatives, rapidly assess business needs and current state, and deliver a concrete value proposition and roadmap of initiatives to support your business goals.

Accruent's Strategic Value Assessment best positions our customers to achieve targeted quantitative and qualitative goals

##### Preparation

- Document the scope, objectives, and deliverables with customer exec sponsor
- Identify participants
- Begin information gathering
- Schedule onsite workshop

##### Workshops and Interview Sessions

- Kick off workshop with exec sponsor vision and objectives and Accruent process
- Conduct workshop sessions on in-scope functional areas – examples include Space Utilization, Capital Planning, Lease Administration and Reporting
- As needed, conduct mini-interview sessions to flesh out necessary details, clarify processes, and provide feedback on preliminary recommendations

##### Strategic Value Assessment Deliverables

- Summary of vision, goals, and objectives
- Summary of opportunities with quantified benefit and effort

- Gap Analysis related to Cloud functionality and migration blueprint
- Recommended roadmap of initiatives to drive accelerated achievement of goals and objectives

### **Accruent Capital Planning (ACP) Offerings**

ACP's end-to-end facilities capital planning solution answers important questions about your facilities, like what assets are in your portfolio and what condition are they in? We help you define the role facilities play in meeting your organization's strategic goals, prioritize your projects, and obtain the funding you need to achieve those goals.

### **Facility Condition Assessment Services**

A Facility Condition Assessment (FCA) involves a team of one or more specialists inspecting each system in a building to understand its condition. You can even start with a model of each building before sending teams to do the assessment. Systems include all mechanical, electrical, plumbing and architectural elements in a building; so for example, the team would review the chiller, electrical panel, and roof. There can easily be upwards of 80 systems in a building. The condition is based on any deficiencies and the remaining useful life of the system. Armed with this information, you can determine when system repairs and renewals will be required. Summing up the condition of each system can give you the overall facility condition, allowing you to target the proper level of investment based upon the function of the facility.

### **Core Assessment Services**

**Modeling** – Statistically-generated representation of expected renewal costs based on industry model of different building types.

**Systems Lifecycle** – On-site, system level assessment for asset's capital renewal profile.

**Standard Assessment** – On-site inspection that utilizes a system template of the building type, expected costs, and descriptions with template driven short and long term requirements.

**5-Year Needs** – On-site assessment for condition of assets over the next five years.

**Comprehensive Assessment** – On-site inspection that utilizes a system template of the building type, expected costs, and descriptions with customer specific short and long term requirements.

### **Consulting Services Offered**

#### **Workshops**

**Capital Budgeting Workshop** – Make the best use of your limited funds. Facilitate building consensus within your organization about how to apply business goals and values to prioritize facility capital programs.

**Discovery Workshop** – Address the big picture of your asset portfolio. Align the management of physical assets with your organization's strategic plans and long term goals.

**Facilities Capital Process Analysis Workshop** – Align your organization's current capital planning process with industry best practices. Review current business objectives and practices, functional roles in the organization, and the supporting technologies used.

**Facility Benchmarking Workshop** – Understand how your facilities compare to those of your peers utilizing ACP-supplied aggregate data from hundreds of organizations across a wide range of industries.



**Risk Analysis & Mitigation Workshop** – Reduce the risk to your business associated with your facilities. Facilities impact a wide range of organizational risks, including financial, health and safety, legal and regulatory, and reputation and brand.

### Client Care

**Advisory Services** – Establish strategic facility capital planning programs that support the mission and strategic goals of your organization. Leverage ACP’s domain knowledge and manpower to move forward in planning and utilizing your facilities strategically.

**ACP Data Maintenance Service** – Better data = Better Decisions = Better Outcomes. This service is ideal for large organizations that are resource constrained in keeping their data up-to-date in-between major assessments.

**ACP Navigator** – Leverage ACP’s expertise and technology to become self-sufficient in performing assessments. The goal of the service is to empower clients with the knowledge and skills to kick-off their own (recurring) assessment program.

### Software Customization

**Custom Software Development** – Develop customized enhancements to ACP software products and complementary software applications to address specific business requirements.

**Software and Data Integration Service** – Ensure that facility managers and capital planners have the data they need in one place, regardless of where that data is collected or stored. Integrate ACP software and data with other software systems and data in use at your organization to support facilities management and capital planning.

**Custom Reporting and Dashboards** – Make a winning case to busy executives and decision makers. Enhance standard VFA Facility reporting of facility asset data to create winning funding requests, meet unique business requirements, and integrate critical data from other systems.

### Training

**ACP Training Services** – ACP offers training online, on site and at our ACP facilities (Boston) to enhance our customers’ understanding and comfort level with ACP’s software products.

## TAB 8 – REQUIRED DOCUMENTS

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### Additional Required Documents (Appendix H)

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#### 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.

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**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 Vendor: Accruent LLC

Title of Authorized Representative: General Manager, Public Sector

Mailing Address: 11500 Alterra Parkway, Suite 110, Austin, TX 78758

Authorized signature: *uttam reddy*

**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 Vendor: Accruent LLC

Title of Authorized Representative: General Manager, Public Sector

Mailing Address: 11500 Alterra Parkway, Suite 110, Austin, TX 78758

Authorized signature: *uttam reddy*

**DOC #3**

**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.

*uttam reddy*

Signature of Offeror

November 15, 2016

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 statues of the states it is will operate this contract in.

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

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

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

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

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**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.

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**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.

*uttam reddy*

Signature of Offeror

November 15, 2016

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** Accruent, LLC

\_\_\_\_\_  
\_\_\_\_\_

**Address** 11500 Alterra Parkway, Suite 110  
Austin, TX 78758

\_\_\_\_\_  
\_\_\_\_\_

**Offeror** *uttam reddy*

Signature

Printed Name: Uttam Reddy

Position with Company: General Manager

**Authorizing Official**

*uttam reddy*

Signature

**DOC # 6****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](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

*Last Revision: February 16, 2016*



DOC #7

**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 you 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 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  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  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  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  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  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  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  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  Initials of Authorized Representative of Offeror

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#### RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS


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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  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  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  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  Initials of Authorized Representative of Offeror

**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTRS**

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

Does Offeror agree? YES  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: Accruent, LLC

Address, City, State, and Zip Code: 11500 Alterra Parkway, Suite 110, Austin TX 78758

Phone Number: Fax Number: 512.342.2449

Printed Name and Title of Authorized Representative: Uttam Reddy, General Manager, Public Sector

Email Address: ureddy@accruent.com

Signature of Authorized Representative: 

Date: November 15, 2016



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**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**

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**Accruent Response:**

At the time of submittal Accruent does not intend to do business in New Jersey under any resultant TCPN contract.

## Acknowledgement & Acceptance of Region 4 ESC Open Records Policy (Page 4)

### 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).*

November 15, 2016  
Date

uttam reddy, General Manager, Public Sector  
Authorized Signature & Title