



ACCRUENT RESPONSE TO NATIONAL COOPERATIVE PURCHASING ALLIANCE

Submitted by Accruent LLC

Date Submitted: March 24, 2021
Senior Account Executive: Dave Tsung
Office Phone: 408-338-8131
Email: david.p.tsung@accruent.com
RFP # 02-21



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Cover Letter

Dear Team at NCPA and Region 14 ESC,

On behalf of everyone at Accruent, I would like to thank you for the opportunity to present our market-leading Real Estate and Facilities Management Solutions. As NCPA's current exclusive provider for Facilities and Asset Management Information Systems since 2016, we are confident we can continue to offer the functionality and usability you need to face today's challenging business environment.

As part of Fortive, a Fortune 500 company, you have the confidence in working with a public company having an excellent reputation in the market, which is especially important during these unprecedented and challenging times we're all facing. We are your partners in this journey, and beyond the software, our solutions enable your systems to run at their optimal efficiency. Our stated customer mission is to deliver the highest possible ROI solution that you can implement, and we are confident that the solutions contained within this proposal will deliver on this mission.

We deliver comprehensive maintenance, space management, project management, lease administration, and capital planning solutions comprising software, services, and best practices that directly address the requirements of today's challenging market. We fully understand the importance of making sure that your team achieves the operational and strategic goals it has established. The following proposal goes into greater detail regarding Accruent's industry-leading Real Estate and Facilities Management Systems.

We realize we must earn your business and are grateful for the opportunity to do so. I will be your point-of-contact for all items related to this proposal, so if you have any questions regarding the content, please do not hesitate to reach out to me directly. Thank you again for your consideration.

Sincerely,

Dave Tsung
Senior Account Executive
408.338.8131
david.p.tsung@accruent.com

Tab 1 – Master Agreement

General Terms and Conditions

- ◆ Customer Support
 - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

- ◆ Disclosures
 - Respondent 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.
 - The respondent 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.

- ◆ Renewal of Contract
 - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.

- ◆ 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.

- ◆ Shipments (if applicable)
 - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

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

- ◆ Payments
 - The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.
- ◆ Adding authorized distributors/dealers
 - Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
 - Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
 - 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.
 - All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.
- ◆ Pricing
 - All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
 - All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing
- ◆ Warranty
 - Proposals should address each of the following:
 - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
 - Availability of replacement parts
 - Life expectancy of equipment under normal use
 - Detailed information as to proposed return policy on all equipment
- ◆ Indemnity
 - The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC 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.
- ◆ Franchise Tax
 - The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

◆ Supplemental Agreements

- The entity participating in this 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.

◆ Certificates of Insurance

- Certificates of insurance shall be delivered to the Public Agency 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.

◆ Legal Obligations

- It is the Respondent'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.

◆ Protest

- A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
 - Name, address and telephone number of protester
 - Original signature of protester or its representative
 - Identification of the solicitation by RFP number
 - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
- Any protest review and action shall be considered final with no further formalities being considered.

◆ 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 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

◆ 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. 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.

◆ Miscellaneous

- Either party 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.

◆ Open Records Policy

- Because Region 14 ESC is 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 respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent 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.

Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- ◆ Contract Administration
 - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
 - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.
 - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ Contract Waiver
 - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Products and Services additions
 - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- ◆ Competitive Range
 - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
 - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities
 - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$10 - \$15 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

- ◆ Evaluation
 - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.
- ◆ Formation of Contract
 - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.
- ◆ NCPA Administrative Agreement
 - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- ◆ Clarifications / Discussions
 - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.
- ◆ Multiple Awards
 - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.
- ◆ Past Performance
 - Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Evaluation Criteria

- ◆ Pricing (40 points)
 - Electronic Price Lists
 - Products, Services, Warranties, etc. price list
 - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
 - Product Delivery within participating entities specified parameters
 - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
 - Vendor's ability to perform towards above requirements and desired specifications.
 - Past Cooperative Program Performance
 - Quantity of line items available that are commonly purchased by the entity.
 - Quality of line items available compared to normal participating entity standards.

- ◆ References (15 points)
 - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years

- ◆ Technology for Supporting the Program (10 points)
 - Electronic on-line catalog, order entry use by and suitability for the entity's needs
 - Quality of vendor's on-line resources for NCPA members.
 - Specifications and features offered by respondent's products and/or services

- ◆ Value Added Services Description, Products and/or Services (10 points)
 - Marketing and Training
 - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
 - Customer Service

Tab 1 – Master Agreement / Signature Form

Full agreement in attachment at the end of this document.

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 bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid 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**

Company name	Accruent. LLC
Address	11500 Alterra Pkwy, Suite 110
City/State/Zip	Austin, TX 78758
Telephone No.	+1 512.861.0726
Fax No.	+1 512.686.4816
Email address	david.p.tsung@accruent.com
Printed name	Rick Buffington
Position with company	VP, Finance
Authorized signature	<div style="border: 1px solid black; padding: 2px;"> <small>DocuSigned by:</small>  <small>F271CBE8FCDE4ED...</small> </div>

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of May 3, 2021, by and between National Cooperative Purchasing Alliance (“NCPA”) and Accruent LLC (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated May 3, 2021, referenced as Contract Number 02-110, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Facilities and Asset Management Information Systems;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as “public agency” or collectively, “public agencies”) may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

◆ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and 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 Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ **Fees and Reporting**

- The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15th) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Agency Name	State	Zip Code	Date	PO or Job #	RQN Number	Sale Amount	Admin Fee
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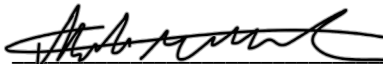
Total _____

- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee of three (3%) for the amount of the agency's purchase order less any applicable sales tax and Performance and/or Payment bond cost. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.
- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of five (5) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

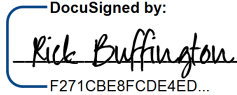
◆ General Provisions

- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

National Cooperative Purchasing Alliance:

Name: Matthew Mackel
 Title: Director, Business Development
 Address: PO Box 701273
Houston, TX 77270
 Signature: 
 Date: May 3, 2021

Vendor:

Accruent, LLC
 Name: Rick Buffington
 Title: VP, Finance
 Address: 11500 Alterra Parkway, Suite 110
Austin, TX 78758
 Signature: 
 Date: 3/23/2021

Tab 3 – Vendor Questionnaire

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

- States Covered

- Bidder must indicate any and all states where products and services can be offered.
- Please indicate the price co-efficient for each state if it varies.

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

- | | | |
|---|---|---|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Maryland | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Massachusetts | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> Michigan | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> Minnesota | <input type="checkbox"/> Texas |
| <input type="checkbox"/> California | <input type="checkbox"/> Mississippi | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> Missouri | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> Montana | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> Nebraska | <input type="checkbox"/> Washington |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Nevada | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Florida | <input type="checkbox"/> New Hampshire | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> New Jersey | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> New Mexico | |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> New York | |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> North Carolina | |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> North Dakota | |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> Ohio | |
| <input type="checkbox"/> Kansas | <input type="checkbox"/> Oklahoma | |
| <input type="checkbox"/> Kentucky | <input type="checkbox"/> Oregon | |
| <input type="checkbox"/> Louisiana | <input type="checkbox"/> Pennsylvania | |
| <input type="checkbox"/> Maine | <input 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 Marina Islands |
| <input type="checkbox"/> Federated States of Micronesia | <input type="checkbox"/> Puerto Rico |
| <input type="checkbox"/> Guam | <input type="checkbox"/> U.S. Virgin Islands |
| <input type="checkbox"/> Midway Islands | |

- Minority and Women Business Enterprise (MWBE) and (HUB) Participation
 - It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.
 - Minority / Women Business Enterprise
 - Respondent Certifies that this firm is a M/WBE
 - Historically Underutilized Business
 - Respondent Certifies that this firm is a HUB
- Residency
 - Responding Company’s principal place of business is in the city of Austin, State of Texas.
- Felony Conviction Notice
 - Please Check Applicable Box;
 - A publicly held corporation; therefore, this reporting requirement is not applicable.
 - Is not owned or operated by anyone who has been convicted of a felony.
 - Is owned or operated by the following individual(s) who has/have been convicted of a felony
 - If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.
- Distribution Channel
 - Which best describes your company’s position in the distribution channel:

<input checked="" type="checkbox"/> Manufacturer Direct	<input type="checkbox"/> Certified education/government reseller
<input type="checkbox"/> Authorized Distributor	<input type="checkbox"/> Manufacturer marketing through reseller
<input type="checkbox"/> Value-added reseller	<input type="checkbox"/> Other: _____
- Processing Information
 - Provide company contact information for the following:
 - Sales Reports / Accounts Payable

Contact Person: Jennifer Gustafson
 Title: A/P Specialist
 Company: Accruent LLC
 Address: 11500 Alterra Parkway, Suite 110
 City: Austin State: TX Zip: 78758



Phone: 504.273.5176

Email: apinvoices@accruent.com

▪ Purchase Orders

Contact Person: Davona Goodwin

Title: A/R Manager

Company: Accruent LLC

Address: 11500 Alterra Parkway, Suite 110

City: Austin State: TX Zip: 78758

Phone: _____ Email: customerpo@accruent.com

▪ Sales and Marketing

Contact Person: Dave Tsung

Title: Sr Account Executive

Company: Accruent LLC

Address: 11500 Alterra Parkway, Suite 110

City: Austin State: TX Zip: 78758

Phone: 408-338-8131 Email: david.p.tsung@accruent.com

• Pricing Information

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

- If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

Yes No

➤ Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

Yes No

➤ Vendor will provide additional discounts for purchase of a guaranteed quantity.

Yes No

Tab 4 – Vendor Profile

General

1. Company's official registered name.

Accruent, LLC.

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

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 lease administration, space planning, facilities maintenance management, project management and capital planning, enabling facilities functions to be closely and tactically integrated with an organization's larger strategic initiatives. Our product development process is focused on driving customer success. The Product Management team receives customer input through a variety of different interaction and feedback channels, including customer surveys, interviews and meetings, our annual customer conferences, communication portals in our software and through Customer Advisory Councils that address high-priority items. We discuss our six-month rolling roadmap with customers in monthly calls and seek actionable feedback so that we are always in lockstep with our customers' needs. New enhancements are designed and delivered using an Agile development methodology and incorporated into our solutions through multiple releases throughout the year. We hold regular webinars and provide myriad training opportunities to ensure our customers are always informed and able to take advantage of new functionality as soon as it is made available.

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.

94-750-5822

4. Corporate office location.

11500 Alterra Parkway, Suite 110
Austin TX 78758

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

There are 58 individuals dedicated to Sales in the United States. The sales teams are focused on the following industries:

- Retail 24%
- Industrial 4%
- Pharmaceutical 3%
- Education 12%
- Healthcare 10%
- Real Estate 21%
- Technology 6%
- Public Sector 7%
- Utilities 6%
- Other 7%

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.

Arizona

Foothills Vista Tech Center
15210 South 50th Street, Suite 190
Phoenix, AZ 85044

Minnesota

730 Second Avenue South, Suite 600
Minneapolis, MN 55402
Phone: +1 612.455.2300

Louisiana

400 Poydras Street, Suite 600
New Orleans, LA 70130

Texas

11500 Alterra Parkway, Suite 110
Austin, TX 78758
Phone: +1 512.861.0726

Massachusetts

99 Bedford Street, Suite 300
Boston, MA 02111
Toll-free: +1 800.693.3132
Phone: +1 617.451.5100

5851 Legacy Cir. 6th Floor
Plano, TX 75024

The contact person for all locations will be:
Dave Tsung, Sr Account Executive
408-338-8131
David.p.tsung@accruent.com

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

a. Sales, Sales Support, Marketing

Dave Tsung, Sr Account Executive
408-338-8131
david.p.tsung@accruent.com

b. Financial Reporting

Emily Frazier, Product Marketing Manager
512-652-5421
emily.frazier@accruent.com

Tori Kenney
Tori.kenney@accruent.com

c. Executive Support

Pete Mansel
Pete.mansel@accruent.com

8. Define your standard terms of payment.

The following is extracted from our Standard Terms of Agreement.

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

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.

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.

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.

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 estimates that there are 30 other providers of partial solutions in this market space.

12. What is your strategy to increase market share in the public space?

Accruent has a unique strategy among real estate management software vendors. We believe 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 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?

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.

The Accruent product family features distinct product lines designed to serve the complex needs of specific industries. Each of these products allows organizations to manage the lifecycle of their locations within a single real estate management system. What differentiates these product lines is their deep industry-specific functionality developed over years of experience serving customers in our areas of expertise. Using this unparalleled industry experience, Accruent provides the real estate and facilities management solutions necessary to help you maximize productivity and reduce costs across your organization.

14. What is the reputation of your company and your company's products and services in the marketplace?

Accruent has over 10,000 customers across a diverse range of industries, from SMEs to the Fortune 500, that are running our solutions around the globe. Accruent solutions are used to manage more than eight billion square feet of property worldwide.

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

Accruent Support consists of remote assistance with issues via Accruent Customer Communities, email, and phone support during standard business hours. Accruent's standard business hours are 8AM – 8PM EST, except for Accruent observed holidays. Customers with eligible products with purchased premium support may call 24x7, including Holidays. For additional detail, we can provide Accruent's customer support policy.

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

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

17. What is the reputation of your products in the marketplace?

Accruent has over 10,000 customers across a diverse range of industries, from SMEs to the Fortune 500, that are running our solutions around the globe. Accruent solutions are used to manage more than eight billion square feet of property worldwide. We are known for providing "Best-In-Class" solutions for each component of the Facility and Real Estate Management lifecycle encompassing Capital Planning, Site Selection & Market Planning, Capital Projects, Portfolio Management & Lease Administration, Space Management, Room & Resource Scheduling, Utility Management, Engineering Information & Document Management and IoT Integration for Building Automation Systems, Monitors and Sensors.

18. What states would your company not honor pricing on your supplied products for this contract, in the event this contract is made available to all states?

Our solutions cover all 50 states.

19. What is the reputation of your company's service in the public marketplace?

Accruent Professional Services has a centralized Project Management Organization (PMO), made up of a team of project managers trained in implementation best practices. Teamed with industry-specialized consultants and database managers, Accruent Project Managers drive efficient and disciplined implementations, delivering successful projects with a high degree of transparency.

20. Discuss your company's current computer systems architecture. How do your company's computer system guarantee customers receive consistent service support, responsibility verification, and management reporting?

Accruent software is provided in a high-availability Cloud architecture with each customer having their own database instance for added security, but operating on the same, most current version of the software to provide better supportability. The Customer Support portal is available 24/7/365 for submitting cases and reviewing results and status. Regardless of the specific application, customers can call a single Customer Support number and be directed to a knowledgeable person to help resolve their issues. All calls are tracked by Service Level Agreement (SLA) criteria with a defined escalation path if the SLAs are not met. The goal of customer support is to help educate the customer in the operation of the system; therefore, each customer may assign up to 5 service contacts through which service requests are funneled so that the knowledge of the customers' software administration team is strengthened with every call.

21. State whether your company provides a quality guarantee on your service. If so, please describe.

The following statement is extracted from our Standard Service Agreement: For 90 days following the acceptance of Accruent Software, Accruent warrants that (i) the Accruent Software will perform materially in conformance with the applicable Documentation and this Agreement; and (ii) the functionality and security of the Accruent Software will not materially decrease.

22. What reporting mechanism does your company provided to the customer upon completion of any project?

Throughout the implementation, our Professional Services team will provide weekly status reports and then at the end of the project, transition to support, in a detailed handoff meeting, along with a "You're Live What's Next" document. The Go-Live process is a mutually agreed upon status that is discussed throughout the engagement to specifically determine the criteria for "Go-Live".

Marketing / Sales

23. Detail how your organization plans to market this contract within the first 90 days of the award date.

Accruent will work with NCPA 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 continue to update its 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.

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

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

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

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. NCPA will also have an opportunity to sponsor exclusive Accruent customer conferences and events in order to further expose Accruent customers to the contract.

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

Due to the previous partnership with NCPA, Accruent is prepared to continue to work within the terms of the contract within 90 days of contract award. Accruent will continue to maintain and update the dedicated NCPA micro-site to utilize 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.

27. Describe how you intend on training your national sales force on the NCPA agreement.

Accruent will create a NCPA 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.

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

Acknowledged and agreed.

Administration

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

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

32. 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 has the capability to provide the required management reports referenced in this contract.

33. 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.

- Allowing for customer service response time to be based on Vendor's current standards, including leeway for holidays, and scheduled down-time.
- 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.
- 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

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

Accruent helps companies improve sustainability and reduce downtime through physical resource management while ensuring compliance with EPA, CARB, and F-Gas regulations and reducing fugitive emissions. Accruent's remote monitoring platform shows best-in-class results in monitoring energy performance and enabling autonomous reduction controls. And more than half the hospitals in the U.S. rely on Accruent's CMMS monitoring software to extend the technological lifespan of life-saving biomedical equipment.

Furthermore, here is a link to the [2020 Fortive CSR Report](#), which covers our environmental policy in detail. Here are some highlights:

- Climate protection: mentioning how Fortive businesses directly support and advance the rapidly evolving field of renewable energy
- Reduction of energy consumption; we strive to reduce our environmental footprint by minimizing waste, preventing pollution, and adopting sustainable practices and policies
- Conservation of natural resources; by limiting paper printing and recycling and reusing items wherever possible. Saving energy is a win-win—it helps the environment and improves our bottom line. The Fortive toolkit includes an Energy Kaizen tool that takes a facility through a complete energy audit and identifies opportunities for energy savings.
- Compliance with environmental legal compliance as governed by our Code of Conduct standards. In addition to compliance with all applicable laws, suppliers must seek to minimize adverse impacts on the environment as well as conserve resources.
- Reduction of emissions and pollutants; reducing fuel where possible and reducing emissions across all business areas. Our goal is to reduce our Scope 1 and 2 CO₂ equivalent (CO₂e) emissions across our sites by 40% per dollar of revenue generated by 2030, using 2017 as our baseline.
- Reduction of waste and increase of recycling; appropriate bins for recycling are in every office.

Vendor Certifications (if applicable)

Provide a copy of all current licenses, registrations and certifications issued by federal, state, and local agencies, and any other licenses, registrations, or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to licenses, registrations, or certifications. 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.

Not Applicable.

Tab 5 – Products and Services / Scope

Increase Operational Efficiency with FAMIS 360

Facility management software

Because the costs associated with workplace asset management consume over 30 percent of your non-payroll expenses, many organizations are recognizing the strategic role that facilities management can play. Without a fully integrated system of record for real estate and facilities, data crucial to reducing costs and driving profitability from company locations can be lost, mismanaged, or overlooked. In addition to aligning real estate strategy with business strategy, FAMIS 360 allows you to manage property and asset maintenance, while reducing your costs and improving operational efficiency.



Facilities and maintenance

With our cloud-based solution, you can improve operational efficiencies by automating work orders and maintenance activities; managing work order completion, assignment, service levels, labor hours, and costs; and allowing tenants/occupants to create and manage their own requests, including viewing the status of existing requests. Licensed users can create scheduled recurring work requests for preventive maintenance or other scheduled activity using a library of tasks. From there, users can conveniently tie work orders to purchasing for full lifecycle tracking of expenses and work effort.

Cut your maintenance costs by up to **35%**

Increase efficiency

to reduce overall costs

Manage key milestones

to stay on top of tasks

Enable collaboration

to prevent mistakes

Access remotely

with our mobile app

As a SaaS (Software as a Service)-based solution, with over 700 public and corporate entities on this Platform, FAMIS is easy to use, easy to implement, and continuously updated with the newest functionality available. Rather than installing software, users simply access the application via a secure web browser, eliminating the need for complex installation and management. SaaS applications are extremely configurable, eliminating the need for heavy customization. Submit and manage work orders, track inventory, allocate space, and more from your smart phone, tablet, or any computer with web access.

The benefits of SaaS include:

- Faster implementation time and immediate updates
- Lower costs, allowing IT to focus on strategic tasks
- Best-in-class security and on-demand scalability
- Easy, secure access from anywhere, at any time, on any device
- Higher adoption rates
- Predictable IT expenditures

FAMIS can be accessed using Internet Explorer, Mozilla Firefox, Google Chrome, and Safari web browsers. FAMIS can also run any application screen on smart phones or tablet devices using iOS, Android, or Windows Mobile operating systems. The system can also run in a purpose-built, native, mobile app with both on-line and off-line capabilities, providing in-field access to work orders, labor entry, inventory, and other critical information.

Besides being the leader in Real Estate and Facilities Market, the following are some more reasons why you should choose the Accruent Platform and extend what your Facilities group has already started.

- **Meeting your requirements:** FAMIS meets all the requirements listed in this RFP with its base configuration so no customization is required. This will provide you a lower overall cost and ability to take upgrades on a monthly basis as the product and your requirements evolve.
- **An end-to-end solution:** FAMIS will allow you to manage, optimize, and report on all components of your real estate operations using a suite of products aligned on a common platform. FAMIS includes modules for preventive and reactive maintenance management, asset management, inventory management, reporting, and project management, a core set of modules reinforced with an array of advanced add-ons such as Room and Resource scheduling, advanced capital planning, and assessments.
- **Mobile accessible:** Built with mobility at its foundation, FAMIS can be accessed on mobile devices while you are out in the field. This extends your natural work environment to promote ease of use, improving overall performance and communication.
- **Scalable:** The solution is built to handle both your current and future needs. FAMIS can grow as your facilities needs grow without the need for database upgrades/enhancements.
- **Industry-specific tool:** FAMIS 360 is designed for the public sector industry rather than a “one size fits all” tool, meaning you can utilize tools expressly built for your needs.

Modules Included with FAMIS 360

The following table outlines FAMIS 360’s modules and how they are included in our different package options. Details on package pricing can be found in Tab 7.

Module	Description	Maintenance Packages			
		FM-Lite	FM-Office	FM-Financial	FM-Premium
<i>Requests</i>	<p>Allow tenants and occupants to create their own requests, view status of requests, and receive automated messages.</p> <p>Create configurable data fields by request type to ensure complete data and minimize follow-up calls and delays</p> <p>Connect work orders together for corrective or multi-step actions</p>	X	X	X	X
<i>Work Order Financials/Estimates</i>	Manage work order completion, assignment, service levels, labor hours, and costs.	X	X	X	X
<i>Mobile</i>	Allow technicians to access Work Orders from in the field to save time & resources by not having them make trips back to the office or having to print out work orders.	X	X	X	X
<i>Assets</i>	Maintain data for all assets such as Maintenance History, Purchasing, and Warranty data and produce Capital Replacement Cost reports.	X	X	X	X
<i>Basic Inventory</i>	Track parts and consumable materials as they automatically draw down from inventory when used on a work order.	X	X	X	X
<i>Schedules & Procedures</i>	Create scheduled recurring work requests for preventative maintenance or other scheduled activity using a library of tasks.	X	X	X	X

<i>Inspections</i>	Create configurable inspection forms such as Property Inspections, Janitorial Inspections or Asset Reading data collection.	+20%	X	X	X
<i>Time Card</i>	Enter time for all work orders or general time using configurable codes such as for PTO, vacation, etc. View all time entries on the Time Card Dashboard.	+20%	X	X	X
<i>Advanced Inventory & Purchasing</i>	Create purchase requisitions from work orders or the inventory module. Group requisitions together to make combined Purchase Orders. Tie work orders to purchasing for full life cycle tracking of expenses and work effort including requesting, creating, receipting purchase orders.	+40%	+35%	X	X
<i>Maintenance Projects</i>	Group 360 work orders into projects and track information such as project manager, percentage completion, and summarized information such as budgeted vs. actual labor hours and costs	+20%	+20%	X	X
<i>Visitor</i>	Employees or tenants of a building log into 360 to create Visitor requests. Track visitor activity, send automatic notifications, and print badges.	+20%	X	+20%	X
<i>Reservations</i>	Reserve and track resources such as conference rooms, pool cars, audio/visual equipment and services such as catering.	+20%	X	+20%	X
<i>Incidents</i>	Track incidents in a centralized and standard method using customer defined fields.	+20%	X	+20%	X
<i>Events</i>	Record proactive events such as training or drills.	+20%	X	+20%	X
<i>Emergency Planning</i>	Prepare and access action plans, call lists, contacts, for more than fifty natural, human-caused and operational events.	+20%	X	+20%	X



<i>APIs</i>	Build integrations between your systems and ours using our APIs.	+20%	X	X	X
<i>Advanced Accounting</i>	Many configuration options to support customer invoicing and billing requirements such as use of departments, Chart of Accounts, and GL Codes.	+20%	+20%	X	X
<i>Utility Management</i>	Input your utility usage and costs so you can actively work to reduce costs and charge back for them if you are sharing space with multiple users	+35%	+25%	+20%	+15%
<i>Key Control</i>	Track/manage all key-related data for your facility including room access, keyholder status, issue/return dates, and costs associated to key issues/re-keying buildings	+35%	+20%	+20%	X
<i>Accruent Analytics</i>	Analyze and report on your data to see how your business is running, and make decisions on how to improve your business going forward	X	X	X	X
<i>Analytics Author</i>	Seat-based license for created ad-hoc reports and dashboards	\$2,500/seat	\$2,500/seat	\$2,500/seat	\$2,500/seat
<i>Test Environment</i>	A separate environment for you to use for training and testing of new features and functionality.	+20%	X	X	X
<i>Space Suite</i>	Includes: Space Details Database, Space Survey, Move Management, AutoCAD Interface, Visual Map, Visual Space Planning, APIs, and Analytics	+180%	+140%	+84%	+30%
<i>Bulk Uploader</i>	Ability to create or update hundreds of records using Excel Spreadsheets	+10%	+5%	+5%	+5%
<i>SSO</i>	Single sign-on using SAML 2.0 standard in a web browser to integrate to customer's Authentication System	+10%	+10%	+10%	+10%



Align Your Investments with Your Mission Using VFA

Capital Planning Software for Better Facilities Management

The VFA capital planning software platform helps facilities professionals objectively model multi-year capital plans that optimize and align real estate portfolio investments with their mission. By centralizing asset and facility information, this cloud-based software provides the forecasting tools managers need to efficiently gather and maintain facility condition data and then leverage that data to optimize budget decisions

about maintenance and capital planning.

VFA software features a comprehensive database that supports the collection and management of a wide range of asset information, including location, structure, type, uses, conditions, requirements and their associated costs, and related projects and plans.

Real estate is the second largest expense on the income statement for most companies

Which projects are important?

What assets do we own?

What is the condition of our assets?

How much money do we need?

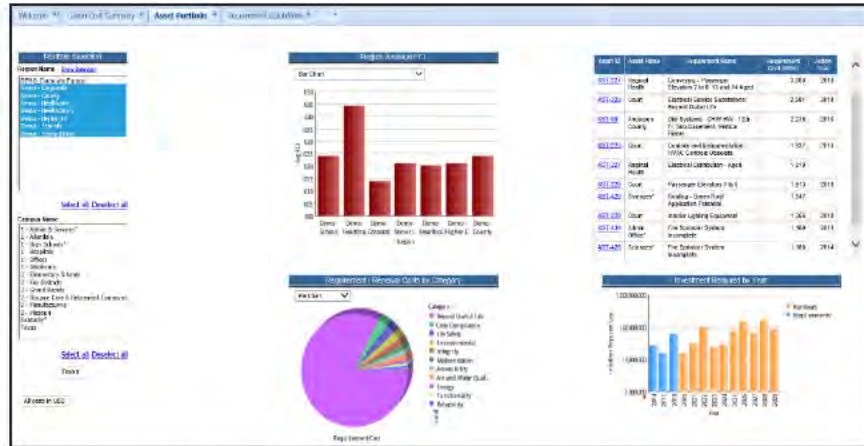
Centralize Information About Your Facility Assets

VFA allows you to organize asset data into numerous levels and create customized fields and drop-down lists on the fly. Then, sort, group and filter that information based on specific criteria, and view the portfolio by site, building type, size, ownership and more.

Unlock the value of the VFA platform for all stakeholders by providing them with quick and secure access to key facilities information on a desktop or mobile tablet. The entire team can have the timely access to the facilities data they need to effectively contribute to the capital budgeting process. Leverage in-house staff with a tablet-based self-assessment module that helps facilities teams rapidly collect incremental facility and building condition data. This mobile software features best-practice inspection survey templates for quick and accurate assessments.

Software Overview

An organization’s facilities are one of its most significant assets. Yet managing the wealth of information related to those facilities and their various building systems is an ongoing challenge, particularly for organizations with large and geographically diverse portfolios. Data about value, condition, age, and function, as well as maintenance and renewal needs, is often scattered across multiple locations and systems, creating islands of knowledge.



VFA.facility empowers your organization with a central source of facility information, accessible across the organization. It provides facility managers, capital planners, financial analysts, and executives with tools to effectively manage and maintain that data and to leverage it in making optimal decisions about facility spending and capital planning.

Centralize Information about Facility Assets

VFA.facility’s powerful knowledge base supports the collection and management of a wide range of asset information, such as location, structure, type, uses, conditions, requirements and their associated costs, and related projects and plans.

Configure data and views to your needs

Organize asset data into numerous levels and create customized fields and drop-down lists on the fly. Sort, group, and filter asset information based on your specific criteria, and view your portfolio by site, building type, size, ownership and more.

Dashboards and Reports provide easy access to key indicators

Dashboards provide a graphic view of the state of your portfolio; use the dashboards provided or make your own from any available report in the VFA.facility Report Center. Dashboards can even include data from other applications, such as work order management systems.

Enhance your understanding of your portfolio with photographs and CAD drawings

Associate drawings and photos with specific building records, assets, rooms, or requirements. Annotate CAD drawings with icons illustrating prioritized requirements and link them to detailed requirements records.

Attach relevant documents and links

Documents and links to other sites and data sources can be associated site-wide, or attached to objects including regions, assets, and requirements. Some examples include policy and procedure documents, maintenance schedules, approved budgets, and facility-specific reports.

Ensure accuracy with built-in industry standards

VFA.facility integrates cost data from RSMMeans and lifecycle data from the Building Owners and Managers Association (BOMA) to ensure reliable cost projections for deferred maintenance and systems renewal.

Streamline Cost Estimation

A library of building and system model templates enables you to estimate the cost of capital asset renewal and replacement quickly and accurately. Users may adjust industry standard cost and

lifecycle data in the models for precise renewal and replacement calculations.

Accurately Estimate Renewal Needs

Modeling tools in VFA.facility allow you to estimate system renewal costs and timelines based on the combination of both the observed condition and the asset age that you determine is most appropriate.

Determine the impact of different levels of spending

Scenario analysis tools let you project long-term costs and graphically explore the impact of different funding levels. Evaluate strategies for maintaining a targeted facility condition level, varying spending, timing, and project content to see the effect on facility condition and cost of capital over time.

Prioritize Capital Needs

Create multi-year budgets based on organization-wide priorities and strategies. All capital requirements are ordered by rank according to the prioritization strategies you develop, allowing you to identify the most important capital needs. Create multiple ranking strategies for different types of assets and compare various budget scenarios to see the impact of different investment levels.

Develop Efficient Projects

Rapidly develop cost-effective capital projects from your prioritized capital needs and evaluate different project scenarios. Grouping requirements across facilities and sites allows you to identify opportunities to bundle projects cost-effectively, and readily determine the intersections of multiple projects.

Share Data

Users of VFA.facility can easily exchange key data about projects with their current Computerized Maintenance Management

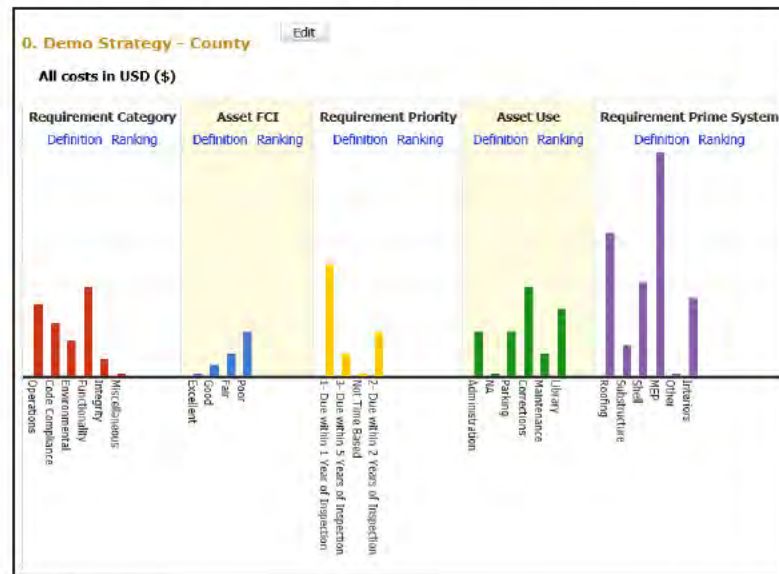
System (CMMS) through the optional AssetFusion Integration toolkit. Through the application programming interface (API), users can extract data from VFA.facility for use in other applications or portals.

Benchmark your progress

Use industry-standard benchmarks, such as the Facility Condition Index (FCI), to quickly compare assets across a portfolio or against industry standards. Configure your FCI and define other measures critical to your organization, such as system condition indices and benchmarks for mission adequacy.

Evaluate green options

VFA.facility enables users to incorporate green requirements into the long-term capital planning process, evaluate the costs and benefits of sustainability improvements, and prioritize green investments relative to other capital



requirements.

Access through a standard web browser

Using VFA.facility requires only a browser and internet connection, so you can get up and

running quickly and focus on your business, not on technology. Individuals from across the organization and around the world can easily and securely access facility data from any location.

Support users in multiple languages and currencies

VFA.facility is localized for use in US English, UK English, French, and German. Language preference is automatically enabled based on the user's web browser and PC locale settings. Multiple currencies are also supported. Local currencies may be used for regions, campuses,

and assets, with a standard site-wide global currency for rolled-up reporting.

Create customized reports

Powerful reporting and query tools give you rapid access to the data you need to support capital planning decisions. The Report Center provides a variety of standard reports that you can view and output in a variety of formats, schedule to run at specific times, and even automatically distribute to recipients you specify. With the optional Report Author tool, you can also create reports on the fly using a simple drag-and-drop interface. Use any available reports to create your own dashboards.

VFA FacilityView

VFA FacilityView unlocks the value of VFA.facility data for the stakeholders you choose – such as executives, department heads, risk managers, environmental or energy managers, building occupants or community members – providing quick and secure access to key information about your real estate portfolio, delivered to a desktop or mobile tablet.

Using VFA FacilityView, anyone can easily search for assets that meet their criteria, see summary statistics about a selected group of assets, view their locations on a map, and dive into key asset details, including requirements.



What you can do with VFA FacilityView includes:

- Quickly Find Assets - Search for regions, campuses or assets by name or select groups of assets that match criteria. Save searches for easy future reference.
- View Multiple Levels of Detail - See summary information about a group of assets, such as type, use, age, replacement value and condition; browse an asset list and map; or view details about an individual asset, including requirements by priority, category, or system.
- Configure Your Own View - Each user can choose summary content they wish to see and configure its location on their summary view.

Designed using web services, VFA FacilityView can integrate data from other enterprise systems, such as work order management or financial systems.

Map Views

View the location of Assets on a map, based on selected regions, campuses, or assets in the assets module, or based on search results for these same record types. Get information about an asset within a Map View, and link directly to a selected asset's Detail View.

VFA.facility Expanded Support for Sitework Assets

VFA.facility supports linear assets, including many elements found in Uniformat II "G – Sitework", such as site roadways, storm sewers, electrical distribution systems, etc.

This allows you to more easily manage and view infrastructure-related assets associated within a site. Using a new "networks" concept, you can organize such assets based on your business needs, regardless of their location in the Region/Campus/Asset hierarchy in VFA.facility.

To better support visualization of such assets on maps, ACCRUENT has also expanded the set of coordinates that may be associated with an asset, so that you may specify multiple coordinates that represent line segments or polygons, in addition to the existing single longitude/latitude point available in the Asset Detail View.

Elements of a Map View

VFA.facility Maps

1 Menu Bar

- **Go to Asset Detail** closes Map window and displays Detail View for selected Asset.
- **Close Window** closes Map window.
- **Region/Campus Selection** allows mapping of specific Region or Campus within your original selection. Your new selection is displayed next to "Selected".
- **Condition Index** allows selection of either FCI or RI for color coding Asset icons. FCI is used by default.
- **Map Type** lets you choose a street, topographical or satellite map. Street views are used by default.

2 Map Panel

- The map is initially sized to include all the Assets in your selection.
- Click the "+" or "-" icons to zoom in or out.
- Mouse over an Asset icon to display the Asset's primary photo and key information in a box on the map.
- Click an Asset icon to display additional information in the Details panel.

3 Legend

- Displays color coding applied for FCI or RI, based on Condition Index selected.

4 Details Panel

- Displays information about the selected Asset (displayed by default).

5 Unmapped Items Panel

- Shows any Assets that could not be mapped due to incomplete addresses. (Click **Unmapped Items** to toggle from **Details** to this list.)

Comprehensive Facility Condition Assessments

Accruent Capital Planning is a leader in the building assessment industry and has been a respected provider of property condition assessments, capital planning services, and software internationally for many years.

Accruent provides consistent, reliable data and transparent, easy-to-follow program management advice that will enable you to manage your facility capital program effectively and efficiently. Accruent is often called upon to perform condition assessments ranging in size and detail from complex research, healthcare and manufacturing facilities to linear asset site utilities and hardscapes.

Annually, Accruent performs assessments for more than 5,000 facilities covering more than 250 million square feet with an average of 30 teams on projects or in the field during any week. We are highly experienced and have a strong track record of deploying multiple teams at a regional, national, and international level to meet client schedules. Our expert Project Managers, Directors, and Capital Planning Consultants will guide you through all phases of the project and beyond to enable you and your organization to strategically manage capital spend and advocate for capital funding in order to remain mission ready.

Adherence to Industry Standards

The facility condition assessment process implemented by ACCRUENT is based on the American Society for Testing and Materials (ASTM) Document E-2018-15 Standard Guide for Property Condition Assessments: Baseline Property Condition Assessment Process. Furthermore, our methodology's data structure incorporates industry-recognized standards into the process including the following.

Uniformat II Elemental Classification

The Uniformat II Elemental Classification is a method of arranging construction information based on functional elements for cost analysis and cost estimating. An asset (building in this case) is broken down by its systems / components and the assessment is conducted with the intent of delineating and reporting by Uniformat Level 1 through 4 depending on the system assembly.

Building Owners and Managers Association International (BOMA)

Accruent utilizes BOMA's average expected useful life (EUL) for the development of asset systems and major equipment to develop the theoretical life expectancy of a given system or component based on install year and age. This theoretical age is the baseline for establishing a calculated renewal year and a calculated remaining useful life (RUL) of the system. The assessment team, through observation, documentation reviews, and interviews with knowledgeable staff, will determine if the system or component is aging as expected by BOMA or if an adjustment to the RUL of the system or component is required to either extend or shorten the life of the system.

RSMeans Construction Cost Data from Gordian

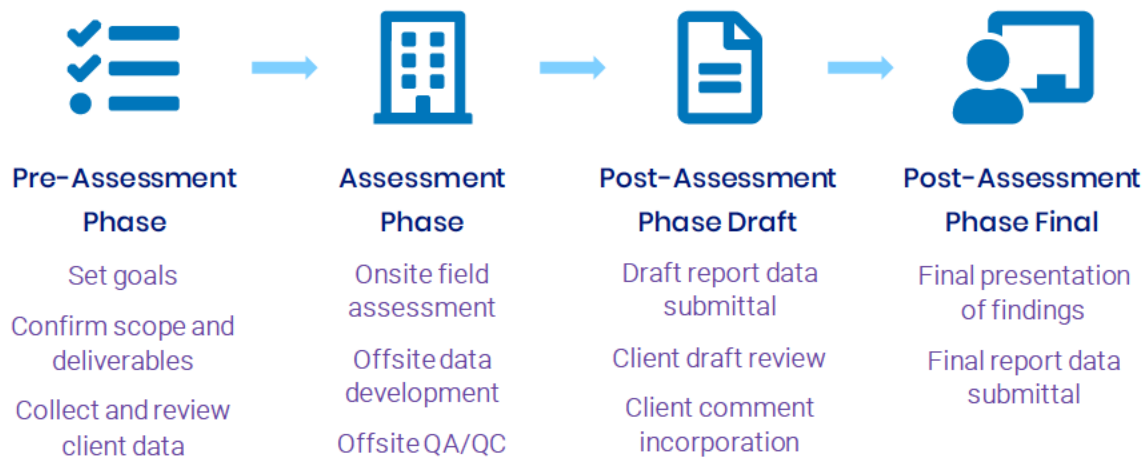
Accruent utilizes RSMeans Construction Cost Data to develop cost estimates for asset systems and requirements. Accruent and Gordian are both operating companies under the parent company Fortive. This unique business relationship provides our clients the assurance of cost estimates with a clear basis that can be utilized for capital planning and budgets.

In addition to the previously mentioned industry standards, Accruent incorporates the following standards and industry recognized metrics into the assessment methodology and resulting deliverables:

- National, state/provincial, and local building codes and standards
- ASTM document E 2018–15 Baseline Evaluation – Abbreviated Accessibility Survey
- ACP Assessment Methodology Guide based on best assessment practice of NACUBO, IFMA, and APPA
- Current Replacement Value (CRV)
- Facility Condition Index (FCI)
- Requirement Index (RI), also known as FCNI
- Systems Condition Index (SCI)

Condition Assessment Workplan

Details about each phase of the work plan are provided in the following sections.



Pre-Assessment Phase

Set Goals

Within ten business days of signing the contract or a notice to proceed, the designated Accruent Project Manager will set up a meeting with your key stakeholders to confirm the goals and objectives for the project. Understanding what you want to achieve with this project is the key to its success and will drive the project effort. This will ensure that the end deliverable best meets your expectations and goals.

Confirm Scope and Deliverables

During this planning phase, the Accruent Project Manager will work with your key stakeholders to establish and document the parameters for the assessment or survey. A scoping meeting will be held to discuss and confirm schedules, assessment or survey criteria, data classifications, prioritizations and categorizations, and the best method for storing asset data to support your analysis, reporting, and planning needs. Often the goal setting and confirmation of scope and deliverables can be discussed and agreed in one meeting.

Collect and Review Baseline Data / Documentation

The Accruent Project Manager will communicate with your facility managers, plant maintenance managers, and staff members (via email or teleconference) to help them gather information that the Accruent assessment team(s) will need. To facilitate information flow, Accruent will host an information repository with an agreed upon secured method that will provide information important to the ongoing progress of the project.

Owner's Responsibilities

To ensure the best possible quality of the final assessment information, some aspects of the work require support from our clients. Prior to the on-site assessment work, it is important that we receive assistance with the development of a rational sequential work plan, and that the owner obtains and prepares note-taking floor plans, facilitates any required security clearances, and arranges escorts for our assessment teams. During the assessment, providing a full-time (one per team) escort with access to all building spaces ensures that we can accurately report back to you on complete observation-based information. After the on-site work is complete, your assistance in the review of draft data is a further check on our own internal rigorous Quality Control process.

Careful preparation of building plans and other documentation is important to our work. While we appreciate having access to large amounts of information, simply providing a link to an online repository of large volumes of historical building data can sometimes be overwhelming. We ask our clients to invest time in the orderly preparation of important reports, plans, and other documents that the team can utilize to support the field assessment work.

Accruent's Responsibilities

The Accruent Project Manager will provide the assessment team members with all collected information for their review prior to the on-site assessment phase. The Accruent Project Manager is responsible for developing the project instructions, project, and resource scheduling, and arranging and leading an internal kick-off meeting with all assessment team members. Assessment team members are assigned based on their experience and availability. The number of assessment teams and their configuration are determined by the Accruent Project Manager and include one to three assessment professionals. The number of team members are determined based on property size and complexity. The larger the size and higher the complexity, the more specialized experience is required.

Management Plan

The Accruent Project Manager will conduct regular progress meetings throughout the phases of the project to maintain open communication. The frequency of progress meetings will be determined during the pre-assessment phase of the project. A project schedule will be provided at project commencement to show the usual phases and milestones of the condition assessment project, including tasks (noting durations required) for client personnel during the review and feedback process. The project schedule will be maintained by Accruent's Project Manager. The Accruent Project Manager will clearly define who oversees each task, communicate at both the project management and assessment team levels, and track changes closely.

Assessment Phase

The Assessment phase is the on-site work performed by Accruent's assessment team and subsequent data entry/analysis done at Accruent's offices.

On the morning of the first day of the field visit, Accruent will organize a meeting with the staff that will be involved with the field assessment phases of the project to kick off the on-site survey work. This meeting will enable your staff to meet the Accruent assessment team and understand the project schedule. It will also include discussion of the logistics of the site visit, such as gaining access to all elements of the facility, and other practical information important to undertaking the physical assessment. Accruent will ensure that all functional teams understand project objectives, conditions, and goals. We ask that the Client shall arrange for Accruent's field assessment team(s) to receive timely complete, supervised, and safe access to the subject properties (including roofs unless sloped).

Accruent's team will visually inspect all the assets included in the scope of the project to identify deficient conditions and assess the remaining lifecycle of designated asset systems. The teams will document requirements, including digital photographs of asset exteriors and any observed conditions within the assets. The survey will include a visual inspection of the building and all the building's architectural, mechanical, and electrical systems. Process type equipment is excluded unless specified otherwise.

Site Hardscape and Utilities

Visible systems will be evaluated by physically touring the site, review of institution maintenance records, and by in-depth interviews of facility personnel with historical knowledge of each of the assets. Where site assets and their system components are buried or otherwise inaccessible, Accruent will interview institution personnel and review institution maintenance records and drawings to gain insight and gather information related to system type, age, quantities, and condition in order to construct assets and system data models, including cost estimates and relative condition estimates.

The visual nature of the assessment process requires close interaction with your maintenance and operations personnel. Many of the problems inherent in building systems and components may not be visually apparent during the time of the walk-through. As a result, the Accruent assessment team members may request staff interviews to ensure all known problems are relayed to the Accruent team and the Accruent team has an opportunity to ask questions as it relates to their initial observations.

The inspection of the asset interiors will include all mechanical and electrical rooms and all public spaces as well as a representative sampling of similar room types (e.g., offices). It is not the intent to survey every balcony, window, utility closet, every square foot of roofing, etc. Only representative observations of such areas are to be surveyed as per ASTM Document E-2018-15 Standard Guide for Property Condition Assessments. Resultant requirements will be identified for the entire asset or system (not by individual room or component unless specified otherwise). Additional review and delineation of equipment and architectural systems not specified above are considered outside this scope of work unless specified otherwise.

The inspections of the asset exteriors will include an approximate ten-foot perimeter around the asset and the areas adjacent to or attached to the asset that are inherent to the asset's use, such as ramps, stairs, paving, landscaping, and exterior, wall-mounted lighting. Additional site / property level assessments are outside of this scope of work unless written otherwise.

Accessibility, Life Safety, Codes, Standards and Regulation

The Accruent team will document observed non-compliance deficiencies as it relates to accessibility, life-safety, building codes and standards, and local regulations during the evaluation of the asset system condition. Non-compliance findings are limited due to sampling of space and limited measurements and therefore should not be considered an exhaustive list of all non-compliance for a given property. Non-compliance may be noted with respect to codes for new construction, without implying non-conformance with older regulations in force at the time of original construction. A detailed study of the requirements of accessibility is beyond the scope, however Accruent can provide this service if required. A separate scope and fee would be required if requested.

Accruent does not include intrusive and destructive testing such as infrared, roofing core sampling, soil testing, generator testing, and hazardous material testing as part of the standard assessment methodology. If observed field conditions warrant further testing, Accruent will make recommendations for such investigation as appropriate and include in the final deliverable.

Data Development

After the on-site work is complete, the Accruent assessment team will review their notes and findings and complete the tasks of documenting each facility, including systems data entry, requirements, costs, photos, analysis, and reporting. All data will be uploaded into Accruent's VFA.facility software unless specified otherwise. The team will complete the documentation described in the following list:

Asset Descriptions - A narrative summary of each assessed facility and its systems will be documented. This information is useful for having basic information about an asset, such as construction information including finishes and infrastructure. In addition to the narrative description, all essential information about the asset is also documented (e.g., year constructed, gross area, number of floors, etc.).

System Models and Conditions - A narrative summary of assets (buildings or site infrastructure) is broken down into their component systems. An asset may consist of one or more systems, referred to as system models. These system models provide an up-to-date record of what exists within the building at the time of the assessment (i.e., type of roof), and how much of it is present (i.e., how much acoustical ceiling tile vs. gypsum wallboard ceilings). System models record the expected useful lifespan of each system (i.e., how long should the roof last) and how much useful life remains based on the visual inspection (i.e., how long we can expect the roof will last). A replacement value is established for each system as well as a projected renewal cost (i.e., how much we should expect to pay when the system is at the end of its life). Replacement values are created using RSMMeans data for replacement with current equivalent technology, materials, and methods.

Testing, measuring, or preparing calculations for any system or component to determine adequacy, capacity, or compliance with any standard is outside the scope of assessment.

The system installation date will be captured. If the install date is not known, it will be estimated. The expected useful life for each system is initially determined using BOMA standards and may be adjusted based on historical replacement records by if desired. The Accruent assessment team will determine the remaining useful life of each system. Considerations on condition and remaining useful life include exposure to the elements, initial installation quality, material suitability, and extent of preventative

maintenance program. Systems may outperform or underperform average useful life expectancy and the Accruent assessors will consider this in their final decision.

Requirements - Requirements are issues such as systems or components that are unsafe, broken/damaged, can no longer perform the intended function, are approaching or have exceeded their useful life spans, do not conform to current codes, or may be an improvement to the facility, such as an energy conservation project. The survey will typically include capital needs rather than operational, such as major repair to air handling unit vs. changing a fan belt. Capital vs. operational expenses is often set by a dollar minimum threshold; we normally set this amount at \$3,000. The threshold will be agreed upon at the beginning of project. Life Safety deficiencies, if determined, will be identified regardless of dollar threshold amount. Deficiencies that may be remedied with routine maintenance, minor repair, or normal operating maintenance are excluded unless it is found to be systematic across the entire building asset.

Each requirement is individually classified by priority (urgency), category (cause), system, and inspector. Based upon observations, professional judgement, and empirical data (Expected Useful Life), the Accruent team will prioritize and categorize each deficiency. Each requirement will be assigned a priority that indicates its severity and the ideal time frame for correction. These priorities, their definitions, and years offset may be modified based on client preference. Accruent’s standard list of priorities is provided in the table to the right.

Priority	Definition	Years Offset
Priority 1	Due within 1 year of inspection	1
Priority 2	Due within 2 years of inspection	2
Priority 3	Due within 5 years of inspection	5
Priority 4	Not time-based	null

Priorities associate requirements with a timeframe; standard priorities shown here can be tailored to meet client preference.

Category	Sub-category
Integrity	<ul style="list-style-type: none"> • Lifecycle • Reliability
Regulatory	<ul style="list-style-type: none"> • Life Safety • Building Code • HazMat • Accessibility
Optimization	<ul style="list-style-type: none"> • Technological Improvements • Capacity • Mission • Maintenance • Abandoned • Energy • Sustainability

Categories group requirements by cause or reason.

Each requirement will be assigned a category that indicates the cause or reason for the deficiency. The standard requirement categories, listed to the left, include a broad range of topical causes, but may be modified based on client preference. Accruent’s standard list of categories is shown in the following table.

Corrective Actions - Accruent’s assessors will recommend a corrective action for each requirement. The actions are based upon the materials and equipment required to repair or replace the identified deficiency along with necessary labor. The proposed repair or replacement will be based on existing capacity and similar technology. Alternate remedies that align to client design / material standards that will outperform or be more resilient than existing installation are outside of this scope of work unless written otherwise.

RSMMeans Cost Data

All cost estimates will be developed using RSMMeans Construction and Facilities Maintenance and Repair Costs data which is embedded in Accruent's VFA.facility software. Accruent has developed an extensive construction-cost-estimating library of renovation, repair, systems renewals, upgrades, and construction packages as well as building replacement values from the RSMMeans data source. This yields consistent and reliable construction cost estimates for capital planning. The foundation of our library cost data is updated on an annual basis as the cost of raw materials, supply and demand, shipping costs, market maturity, time of year, energy costs and industry trends all influence construction prices. Additionally, RSMMeans data is regionally adjusted using location factors across North America.

Adjustment Factors

The RSMMeans system replacement cost estimates will be cross-checked against published square foot estimates to ensure alignment. Additionally, cost estimates may be compared to available historical cost information provided by you. Adjustments to the cost estimates above the initial installing contractor costs is recommended by Accruent.

The Accruent project manager will utilize an adjustment factor worksheet and facilitate a discussion to document and determine an adjustment factor. Considerations for adjustment will include local construction costs, capital project charges, as well as historic/heritage status.

In Accruent's experience, a premium cost multiplier sometimes needs to be utilized to reflect the additional cost to a client based on market conditions. These conditions could be related to the type/complexity of the building, tendering process (competing for Contractors with others) and geographic region. The reasons for a higher premium may include compressed work schedules; work in occupied spaces; public safety and security obligations; parking and layout restrictions; system quality; system redundancy; and diligent conformance to codes and standards. These costs can somewhat vary by facility system, but to promote consistency and continuity a single adjustment factor will be used for all systems.

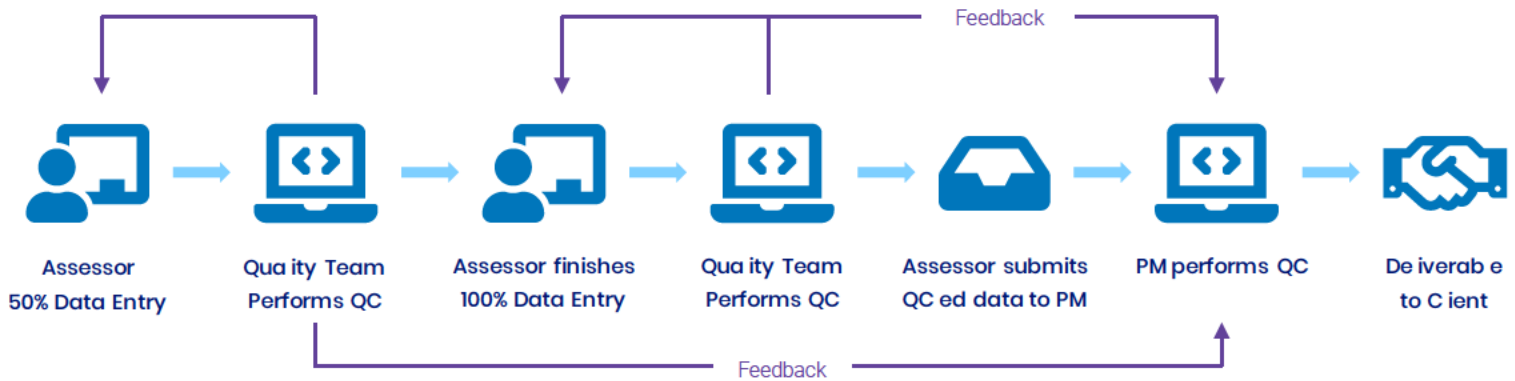
Actual costs may vary. Opinions of costs should only be construed as preliminary, order of magnitude budgets. Actual costs will likely vary from Accruent's requirement action values. Opinion of costs depending on such matters as type and design of suggested remedy, quality of materials and installation, manufacturer and type of equipment or system selected, field conditions, whether a physical deficiency is repaired or replaced in whole, phasing of work (if applicable), quality of contractor, quality of project management, market conditions, and whether competitive pricing is solicited, etc. Accruent makes no warranty, express or implied, that the bids or the negotiated cost of the requirement action will not vary from Accruent's estimate of probable construction cost.

Digital Photos

Accruent will capture and associate digital photos taken during the assessment to visually illustrate existing conditions. A selection of photographs of the asset exterior and the critical requirements within each asset will be stored and linked to requirements where a supporting photo is beneficial. Additionally, digital photo records of each major system are taken and imported for later use for reporting, referral, and to aid in future reassessments of each system.

Quality Control and Assurance

Quality assurance activities are the responsibility of every team member, with quality checks and balances throughout the life of the program at many levels. All levels of the assessment team have QA accountability. To ensure adherence to procedures and data consistency, all assessment data is checked by a core quality control team under Accruent’s Center of Excellence (COE) group.



Expertise - Accruent maintains one of the largest teams of dedicated assessment professionals in North America. Accruent professional assessment consultants have an average of over 15 years of facilities experience. Each is certified in Accruent’s proven Facilities/Infrastructure Certification Program (F/ICP), which trains engineers and facilities professionals in the proper manner to collect and analyze data and the means to mitigate the noted issue. The implementation of the F/ICP methodology ensures comparative, accurate data and the overall success of a comprehensive and strategic facilities capital planning process.

Focus - Assessment teams are assigned to a single project at a time and are dedicated to the project from the engagement start to completion. This ensures that their knowledge is focused on the project without concern for competition for resources.

Quality Assurance / Quality Control – Through the use of a dedicated Quality Assurance / Quality Control Center of Excellence Team, we complement our team’s professional judgment and expertise with a dedicated quality control process. Experienced assessors who are independent from the team will perform data validation. Our COE Quality Control team has over 20 years of experience in capital planning and advanced data analytics. Accruent’s committed team members will work alongside the field assessors during the data entry period to assure that the scope of the project is well understood and reflected accurately in the data. The team will vigorously conduct automated and manual checks at the data entry halfway point and at the end of the data entry period. This allows for internal consistency and plausibility, allowing for multiple levels of constructive feedback before any data is submitted to the project manager for reporting.

Project Meetings - Regularly scheduled team meetings including the Project Manager, Team Leaders, assessors, and the COE Quality Control team members are designed to ensure that the project remains consistent and accurate.

With such controls in place, you can confidently rely on the results of Accruent assessments to provide expert third-party validation to findings presented to constituencies such as executives, boards of directors, legislatures, and community groups.

Post-Assessment Phase – Draft

Upon completion of QA/QC per assessment team trips, the Accruent Project Manager will develop the preliminary draft reports and submit them for your review and comment. Based on the information gathered in the inspection, you will understand the reinvestment rate required on an annual basis to replace system components that have reached or exceeded the end of their useful lives.

Accruent has automated a standard process to assess the relative condition of assets, facilitating comparison both within and among organizations and locations. A Facility Condition Index (FCI) will be calculated for each asset (building), providing a key benchmark indicator to quantify the condition of the property. It is calculated as the deferred maintenance and renewal needs divided by the current replacement value of the building. The lower the FCI value, the better the condition of the building. The FCI calculation can be modified (Requirement Categories & Priority Years) and will be discussed during the draft report phase of the project. The following figures show examples of 1-year and 5-year FCI scales as it relates to relative condition.

1-Year		5-Years	
FCI	Rating	FCI	Rating
0 to 5%	Excellent	0 to 10%	Excellent
5.1% to 10%	Good	10.1% to 20%	Good
10.1% to 30%	Fair	20.1% to 60%	Fair
Greater than 30%	Poor	Greater than 60%	Poor

FCI tables represent FCI configured for 1-year and 5-year Priority Offset

These preliminary reports will provide you an opportunity to review systems and requirements data, including a review of data classifications (such as priorities, categories, and system renewal dates), and the general consistency of overall estimates. Once a level of confidence is established during the draft data review of selected assets, you may elect to allow Accruent to forgo further detailed review of all asset information.

Post-Assessment Phase – Final

Presentation of Findings

This a formal meeting presented by the Accruent Project Manager or Project Director to present the results of the condition assessment. Accruent understands that facility conditions are not the only factor in determining which renovations, replacements, or repairs to undertake, and are in many cases considered in support of other drivers such as impact on mission, risk, space planning needs, or changes in use. The presentation of findings will include an analysis that turns technical and financial data into actionable and measurable capital plans. We will benchmark assets by FCI, explore considerations of level of funding and its impact on asset condition, and data alignment to your mission. We will provide recommendations on best practices for going beyond the condition assessment results with the intent to drive success for you in your capital planning program.

Final Reports

Following client review and comment of the draft report data and the presentation of findings, the Accruent team will incorporate comments and provide responses to the client on the actions taken. With client acceptance of corrections, the Accruent Project Manager will make any adjustments to the assessment data and report content and will prepare the Final Property Condition Assessment Report package for all assets. The Final Report will document the findings and present analyses of the FCA.

Requirement and renewal costs and timing will be utilized to develop multiple funding scenarios, providing a comparative analysis of these funding options. The level of capital spend to support funding scenarios will be discussed with you. Your organization will be able to ascertain the impact of various funding levels on the FCI of the assets, or alternatively, the funding requirements to achieve a specific asset FCI.

Equipment Barcode Tagging (Inventory)

Accruent will perform the equipment inventory assessment by using a mobile handheld tool to gather nameplate data on major pieces of equipment. Each piece of equipment will be tagged with a unique barcode that will be uploaded (with photos) to a database and then downloaded from there into an Excel file. Barcode Tags are included in the pricing and the design and numbering sequence for the 1"x 2" tags will be coordinated with you. The information in this file will be suitable for import to a Computer Maintenance Management System (CMMS). Accruent will work with you to establish the format of the Excel file, within the limits of our system capabilities. You should expect to need to do some reformatting of column header names, and possibly concatenation of information from various columns, if that is needed by your CMMS system, prior to upload into your system.

The suggested scope (and the associated fee) is designed for a data collector to be able to conduct the inventory effort independent of any additional research, such as reviewing client files for purchase or warranty information. Accruent staff are not allowed to carry ladders, open panels, or lift ceiling tiles. If such tools, equipment, and procedures are needed, your team will need to provide them. Accruent personnel are not required to enter any space or perform any task that would require OSHA compliance methods, nor do we require them to put themselves in any condition they deem to be unsafe or to exceed their physical capabilities.

We cannot tag and inventory any above-ceiling items, such as individual VAV boxes. Also excluded are: steam traps, individual valves, actuators, sensors, fire-alarm signal devices, detectors, pull stations, pumps under 5HP, re-heat coils, chiller coils, or fan sections inside ductwork or air-handling units, water coolers, plumbing fixtures, door operators, automatic door openers, and similar small equipment items.

Tab 8 – Value Added Products and Services

VFA Training Class Options

VFA.facility Core Training – This class is the primary class provided to all new VFA.facility users, in order to provide them with a solid foundation in the software’s primary functionality. It focuses on providing an in-depth understanding the facility condition assessment database records, as well as the multiple reporting, forecasting and prioritization tools available in the software. (2-day engagement for up to 10 Students)

VFA.facility Manager Overview/Refresher Training – This class is intended to provide a high-level overview of the VFA.facility software’s primary features and functionality. It is an abbreviated version of the VFA.facility Core Training, that is a good option for managers who need an overview of the software, or users who require a refresher after having previously attended the Core Training class. (6 hours of web-based instruction for up to 5 Students)

VFA.facility Advanced Data Maintenance – This class is targeted towards users who would like to update and maintain their previously assessed facility condition assessment database. It focuses on updating existing Asset, System and Requirement records, as well as editing or adding to existing cost estimates (a background in cost estimating is a prerequisite for users who would like to develop cost estimates using RSMean line items). (2-day engagement for up to 10 Students)

VFA.facility Advanced Data Development – This class is targeted towards users who would like to manually enter the data gathered during a facility condition assessment into the VFA.facility database. While VFA.auditor is our suggested tool for new assessment data-collection and entry, manual data manipulation is sometimes preferred. This class focuses on creating new Asset, System and Requirement records, as well as the creation of new cost estimates (a background in cost estimating is a prerequisite for users who would like to develop cost estimates using RSMean line items). (2-day engagement for up to 10 Students)

VFA.facility Core Training + Advanced Data Maintenance or Development – This class combines the two-day VFA.facility Core Training with an additional day focused on either Advanced Data Maintenance or Advanced Data Development. This is a good option for new clients who are interested in maintaining their database in-house, post-assessment, or who may be interested in assessing and manually populating their VFA.facility database on an ongoing basis. (3-day engagement for up to 10 Students)

VFA Professional Services

Benchmarking – Our Benchmarking engagement is designed to assist clients who would like to compare the condition of their facility portfolio with other organizations across a wide range of criteria. This engagement will provide a benchmarking presentation that will compare the Client’s assessment data to similar datasets from a relevant peer group. Incorporating proven processes and analytic tools, Accruent’s approach will enable Client to communicate to their constituents the condition of their facilities portfolio on multiple performance metrics, relative to an agreed upon peer group.

Capital Budgeting Prioritization Workshop – This workshop has been developed to enable clients to evaluate their Requirements against organizational priorities, objectively rank those Requirements, and allow clients to holistically integrate sustainability or other initiatives into their capital plan. Our solution,

designed with input from both facility managers and institutional planners, employs statistical ranking methods (including pair-wise comparisons) to simplify the ranking process and uses the science of hierarchical decision making to deliver a best-practice process for capital budgeting. (2-day engagement for up to 10 attendees)

Capital Planning Program Development Workshop – This workshop has been designed to assist clients in developing a capital planning program framework, to ensure that they have a coordinated approach to capital planning throughout their organization. By building a framework, an organization can create a plan to grow from their current capital planning process to one that is more aligned with industry best practices. Based on discussions with the Client, Accruent will provide recommendations to help the Client implement and sustain a facility capital planning program using our strategic capital planning program solution framework. Our framework has proven to be an effective way to identify the strengths and challenges in current practices, and to identify and mobilize Client resources to implement new, more effective processes in a structured, but flexible way. (2-day engagement for up to 10 attendees)

VFA Navigator Program – This program is designed to provide support to new VFA.facility customers to wish to implement a self-assessment program utilizing Accruent’s mobile data collection technology. VFA Navigator is a three-step program of planning, training, and support that enables the client’s in-house assessment team to successfully perform facility condition assessments on their portfolio utilizing Accruent’s mobile data collection tools. The planning phase includes all aspects of the Navigator Program prep work, including data capture and import, team identification, business driver/goal review, software implementation and survey setup. The training phase includes both VFA.facility Core training (see above class description, 2-day engagement for up to 10 attendees), as well as training for the client’s assessment team on how best to use the VFA.auditor mobile data collection tool to perform facility condition assessments (2-day engagement for up to 5 assessors). The support phase includes enhanced web-based assistance that may consist of follow-up “ask-the-expert” sessions, program check-ins, or survey template updates, to ensure the successful roll-out of the VFA Navigator Program.

Flexible Professional Service Hours – Accruent’s Flexible Professional Services Hours are designed to provide individualized assistance to ensure software usage comfort, proficiency, and adoption. Accruent’s clients can take advantage of having a consultant on call to assist them with many facets of their capital planning tasks and process. These hours may be utilized to provide a “life-line” that a client can use to connect with a solution consultant via a phone call and/or web-conference for assistance in using VFA.facility to generate specific reports, extracting a specific set of data to address time-sensitive problems or mission critical questions, or updating their database records to reflect work that has been completed, post-assessment.

Data Maintenance –Experienced Accruent professionals will work with your staff to provide updates and enhancements to existing VFA.facility data at regular intervals, typically quarterly or twice a year. This engagement is performed remotely and scoped out on a case-by-case basis.

Other Accruent Products

Schedule, rack, and Report with EMS

EMS Software is the only enterprise-class resource and space management platform that fully integrates across enterprise systems, providing the visibility, control, and insights needed to drive value for the flexible workplace.

The EMS platform provides efficient, reliable workflows and multiple points of access for mobile, desktop, and administrative users. EMS seamlessly integrates with existing hardware and software applications and serves as a single source of record for all scheduling and resource management reporting and analysis.

For the everyday user, EMS supports self-service through a growing number of easy-to-use points of access, including web, mobile, kiosk, room sign, desk sign, and Microsoft Outlook. Expert users have more configurability, scalability, open access and security. Organizations can integrate EMS with most hardware and software infrastructures through EMS Platform Services, our middle-tier RESTful API.



EMS connects people to the right spaces, resources and technology for the most efficient and effective workspaces

Over 2,000 customers

including 75% of top-ranked schools

Over 75 countries

200m video conference bookings annually

98% customer retention

customers retain their own top talent as well

Used by Fortune 500

a quarter of F500 companies use EMS

EMS is available for installation on your servers and behind your firewall. As part of this service, we provide you with regular updates for download through our secure, online customer portal.

EMS is also available as a subscription-based cloud service hosted on a top-tier cloud provider. Our Cloud Services for EMS include more than just hosting; it's a complete service with provisioning, high availability, data and system security, and ongoing support by our experienced team. It's one less solution that your IT team has to manage and maintain. For one predictable annual fee, EMS Cloud Services will keep your workspace operations up and running, regardless of changes in your priorities or personnel.

Describe the value to participating agencies

Room and Resource Scheduling using EMS provides agencies the ability to manage events as well as support on-line reservation of conference rooms and hot-desks or hoteling offices. This module is invaluable as agencies bring their staff back to the workplace.

Describe the value to NCPA

With the additional functionality provided by EMS, NCPA provides its agencies with a single platform to meet more of their facility needs. This means larger single purchases and, with the subscription model for licensing, it creates an on-going revenue stream with an average customer retention period of over 10 years.

Describe how your company would market this product and/or service through this contract

All sales team members are trained on the cooperative pricing model that is offered through the NCPA partnership as well as the value message associated to each product included in this agreement. The partnership training is included as part of our Start of Year Sales Kickoff Training and Mid-Year Sales Training programs.

Provide an anticipated size of the market for this product and/or service in the public arena

All agencies who have an owned or leased footprint of offices and other facilities have a direct need for all of these tools and there is a substantial Return on Investment benefit associated directly to their use. The Market Size is the entire NCPA membership.

Where is the product manufactured?

Accruent is Headquartered in the US with engineering and development taking place in our US offices.

Any certifications provided?

N/A

Where is the service performed?

Implementation services are currently being performed remotely, in response to the pandemic precautions. Services can be performed remotely or on-site when allowed and requested by the customer.

Who performs the service and what is their expertise?

Accruent Professional Service team is responsible for all implementations and has performed thousands of successful implementations over the past 25 years in the industry.

Is this a proprietary product and, if not, who is your competition?

These products are Commercial Off-the-Shelf software offerings available primarily through Accruent but may also be utilized by leading Property Management organizations.

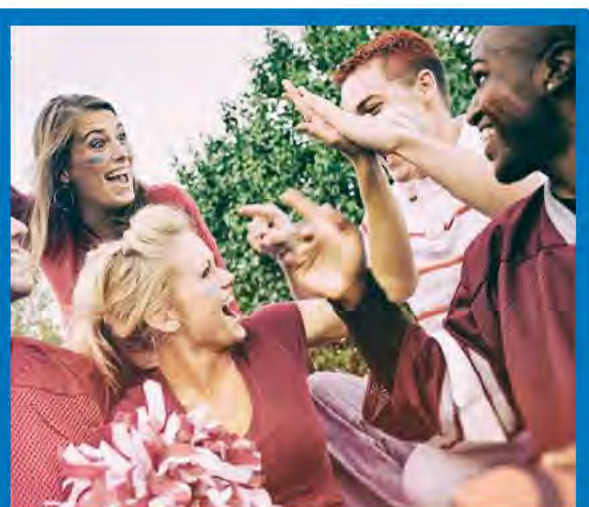
Provide references

Please reach out to the Sales & Marketing contact to connect with our references for this product.

Provide case studies

Located in College Station, Texas A&M University spans 5,200 acres and is home to more than 64,000 students. The Department of Recreational Sports is the group responsible for scheduling the university’s student recreation center, which includes 497,774 square feet of facilities. University students, staff, and community members take part in activities that include sports clubs, classes, tournaments, conferences, meetings, banquets, and private events.

Texas A&M’s several hundred bookable recreation spaces include ball courts, multipurpose rooms, outdoor facilities, and a natatorium – and many spaces serve dual purposes, which could lead to double-booking. The Department of Recreational Sports needed one tool for scheduling and managing multiple facilities that would allow the department to organize ongoing activities and events, create accurate invoices and reports, and automate key processes.



“EMS has increased my productivity. I can now enter reservations faster and more accurately.”

Client	Industry	Accruent Solution
Texas A&M	Education	EMS

The Department of Recreational Sports implemented EMS to easily manage scheduling, invoicing, and reporting for diverse spaces – whether it’s booking time on the climbing wall for a class, reserving a field for an ultimate frisbee tournament, or scheduling space for a special event. All bookings made in EMS can be invoiced in the system, and EMS allows the university to bill users on a three-tier system, making it simple to charge unique rates for student groups, university departments, and outside groups.

- Captures event information down to the smallest detail, such as individual swim lanes.
- Ability to book “phantom rooms” for off-site excursions.
- Accurate, detailed invoices sent to facility renters via email.

Provide any pricing that is different than the pricing in Tab 7 in this solicitation.

Please see the pricing for EMS in the attachment Tab 8 Value Added Services Pricing.



Make Informed Decisions with Lucernex

Lucernex is a cloud-based software platform for real estate and equipment leases. With Lucernex you can automate your lease administration and accounting for real estate and equipment, creating a data repository and a single source of truth. This provides transparency into your entire lease portfolio allowing you to make better decisions faster.

Focus on driving your organization with the comprehensive functionalities of Lucernex, such as easily calculating your lease and expense obligations. Our software increases your visibility into your entire real estate and equipment lease portfolio, and lets you track and manage everything efficiently through automation, processes, and workflows. Lucernex adapts to your organization, supporting global ventures at scale with multilingual and multi-currency features, as well as the ability to integrate your lease data into ERP solutions.

Our customers are currently managing **100K+** locations in more than **73** countries

True cloud solution

Multi-tenant and high performance

Full lifestyle product

manage your SLM from concept to disposition

99% customer retention

zero failed implementations

Highly configurable

single platform and code base scaling

Publicly traded companies are estimated to have \$3.3 trillion of lease commitments, more than 85% of which are not reflected on balance sheets today. New regulations address the issue and Lucernex is set up to help you gather the required data to meet the financial reporting requirements under ASC 842 & IFRS 16. Using the FASB ASC 842 test, you can accurately classify your leases as operating or finance. When you generate accounting schedules from our software, you can be assured that our solution has been verified by an independent third-party accounting firm.

Describe the value to participating agencies

Lucernex Contract Administration provides agencies with detailed tracking of all Lease agreements including the ability to support integration with Accounts Receivable and Accounts Payable system as well as meeting the new requirements for FASB and GASB reporting.

Lucernex Projects is a best-in-class Project Management solution to manage complex capital construction and renovation projects with critical path scheduling, task and risk management, full cost tracking to multi-level budget structures and full document management.

Describe the value to NCPA

With the additional functionality provided by Lucernex, NCPA provides its agencies with a single platform to meet more of their facility needs. This means larger single purchases and, with the subscription model for licensing, it creates an on-going revenue stream with an average customer retention period of over 10 years.

Describe how your company would market this product and/or service through this contract

All sales team members are trained on the cooperative pricing model that is offered through the NCPA partnership as well as the value message associated to each product included in this agreement. The partnership training is included as part of our Start of Year Sales Kickoff Training and Mid-Year Sales Training programs.

Provide an anticipated size of the market for this product and/or service in the public arena

All agencies who have an owned or leased footprint of offices and other facilities have a direct need for all of these tools and there is a substantial Return on Investment benefit associated directly to their use. The Market Size is the entire NCPA membership.

Where is the product manufactured?

Accruent is Headquartered in the US with engineering and development taking place in our US offices.

Any certifications provided?

N/A

Where is the service performed?

Implementation services are currently being performed remotely, in response to the pandemic precautions. Services can be performed remotely or on-site when allowed and requested by the customer.

Who performs the service and what is their expertise?

Accruent Professional Service team is responsible for all implementations and has performed thousands of successful implementations over the past 25 years in the industry.

Is this a proprietary product and, if not, who is your competition?

These products are Commercial Off-the-Shelf software offerings available primarily through Accruent but may also be utilized by leading Property Management organizations.

Provide references

Please reach out to the Sales & Marketing contact to connect with our references for this product.

Provide case studies

Genesco is a specialty retailer of footwear, apparel, and accessories in more than 1,500 retail stores and leased departments through the United States, Canada, the United Kingdom, the Republic of Ireland, and Germany. The Company’s brand names include Journeys, Journeys Kidz, Schuh, Schuh Kids, Little Burgundy, Johnston & Murphy, Dockers Footwear, and more.

Genesco lacked an organization-wide system for tracking and controlling lease management and accounting, as well as managing new store build projects and site selection documents. The lack of visibility caused disconnects among departments including Legal, Real Estate, Construction, Finance, and Lease Accounting. These information silos made for inefficient lease negotiations, contract approvals, and construction processes.



“We chose the Accruent solution because it was able to meet the needs of multiple departments and create synergies between those teams. Accruent also listens to us and helps us stay ahead of rent reduction, FASB compliance, and other key retail initiatives.”

Client	Industry	Accruent Solution
Genesco	Retail	Lucernex

Genesco implemented the Lucernex product suite to create a single information source, accessible across departments. The Company uses Lease Administration & Accounting capabilities to manage rent obligations and ensure FASB compliance for more than 3,500 real estate and equipment leases. Project Management capabilities enable centralized document access for new store construction projects, and the use of Market Planning & Site Selection is streamlining the site selection approval process.

- Easy report generation increases visibility for negotiating better lease terms.
- Automated calculation of rent obligations improves payment management.
- LOI comparison tool maintains up-to-date records for greater team accountability.

Provide any pricing that is different than the pricing in Tab 7 in this solicitation.

Please see the pricing for Lucernex in the attachment Tab 8 Value Added Services Pricing.



Meridian Provides a Single Source of Truth
 Accruent’s engineering document management solution, Meridian, establishes a centralized, secure, scalable, and highly accessible repository for all engineering documentation. With more than 30 years of manufacturing industry expertise, Accruent help organizations run their plants efficiently, safely, sustainably, and profitably. Our solution enables compliance with global, local, and industry-specific regulations.

By replacing outdated or disparate systems, Meridian can centralize an organization’s relevant documents and drawings while automating key processes. This gives engineers and other relevant personnel access to up-to-date, complete, and actionable asset and facilities information, which can ultimately improve collaboration, safety, and compliance while streamlining your engineering drawing management and control.

A loss caused by information incidents is equivalent to 1.5% of annual sales.

350,000 users

at over 1,000 sites

Over 50 countries

house our solution

More than 30 years

of industry experience

CAD-ready software

and many more integrations

Engineering document management is the process of effectively searching for, finding, and managing the complex engineering documents – including CAD files, drawings, designs, technical documents, and communication documents. Meridian offers a comprehensive, CAD-software agnostic solution for engineering drawing management where users can easily store, manage, render, and visualize both 2D and 3D content from any major CAD system. Organizations can keep their master data up to date while organizing their change processes in isolated work areas using workflows and data validation. They can also provide a full audit trail for regulatory compliance. Users can manage Microsoft Office documents, PDFs, scanned images, and hybrid files, allowing Meridian to be the ultimate repository for consolidating all legacy and project-related engineering information.

Describe the value to participating agencies

Engineering Information Management using Meridian provides agencies with a central repository for all facility and building system documentation so that building managers and technicians have the most current information on each building and structure at their fingertips for more accurate system information and faster problem resolution.

Describe the value to NCPA

With the additional functionality provided by Meridian, NCPA provides its agencies with a single platform to meet more of their facility needs. This means larger single purchases and, with the subscription model for licensing, it creates an on-going revenue stream with an average customer retention period of over 10 years.

Describe how your company would market this product and/or service through this contract

All sales team members are trained on the Co-Op pricing that is offered through the NCPA partnership as well as the value message associated to each product included in this agreement. The partnership training is included as part of our Start of Year Sales Kickoff Training and Mid-Year Sales Training programs.

Provide an anticipated size of the market for this product and/or service in the public arena

All agencies who have an owned or leased footprint of offices and other facilities have a direct need for all of these tools and there is a substantial Return on Investment benefit associated directly to their use. The Market Size is the entire NCPA membership.

Where is the product manufactured?

Accruent is Headquartered in the US with engineering and development taking place in our US offices.

Any certifications provided?

N/A

Where is the service performed?

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Is this a proprietary product and, if not, who is your competition?

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Provide references

Please reach out to the Sales & Marketing contact to connect with our references for this product.

Provide case studies

MSCM Ltd is a manufacturing and development company that specializes in producing a range of components for the Subsea Controls market, including hydraulic couplings and fly-to-place stab plates. The company services clients in the Oil & Gas industry worldwide, with offshore projects undertaken across six continents.

MSCM was using a paper-based, decentralized archive to manage a growing number of documents and engineering drawings. Locating relevant files for projects could be time-consuming, and manual changes by multiple team members often led to duplicate versions of documents.



We chose the Accruent solution to support the rapid adoption of 3D modeling tools by the industry and our customers. The seamless integration between Meridian and SolidWorks allows us to provide our customers with more intelligent design while easily managing changes to this information."

Client	Industry	Accruent Solution
MSCM	Manufacturing	Meridian

MSCM implemented Meridian with the help of Accruent partner, Pentagon Solutions, to consolidate its more than 260,000 documents into one enterprise-wide, digital system. Users across Engineering, Project Management, Production, and Operations are now part of a robust document management workflow that automates engineering change requests and approvals for streamlined project delivery. Meridian’s integration with SolidWorks also manages MSCM’s references and parts library to easily identify all assemblies where a part is used.

- Standardized workflows across departments with email notifications.
- Configurable access rights and detailed audit trails to control design changes.
- Automatic bi-directional title block syncing with SolidWorks.

Provide any pricing that is different than the pricing in Tab 7 in this solicitation.

Please see the pricing for Meridian in the attachment Tab 8 Value Added Services Pricing.



Implement Predictive Maintenance with vx Observe

IoT remote monitoring with vx Observe not only improves your asset performance, but it streamlines your equipment maintenance by filtering out nuisance alarms, monitoring performance patterns, detecting anomalies, and predicting critical failures before they occur. Our IoT platform seamlessly integrates with your CMMS to speed up improve problem reporting,

generate automated notifications to site managers and automatically open CMMS work orders.

vx Observe displays the status of equipment alarms, asset performance data, and repair work orders on a single, mobile-friendly interface. Its interface can combine assets from different classes, locations, and manufacturers for convenient and timely visibility.

Green tiles show metrics that are well within specified parameters, yellow tiles indicate that an item should be watched, while red tiles give immediate indication that a particular item is outside of your specified limits. Each person in your organization can configure their dashboard for their own areas of responsibility for at-a-glance visibility into facility and asset performance at any time.

Remote monitoring of business assets can decrease equipment maintenance cost by 40%

Up to 14-day prediction

of equipment failure

50% reduction

in asset downtime

3-5% extension

of equipment life

95% reduction

in nuisance alarms

Unlike proprietary manufacturer systems, vx Observe was built to monitor, collect data, and integrate workflow for nearly any asset class, from elevators, HVAC, and lighting to fuel pumps, balers, compactors, refrigerators, and chillers. In addition, it can gather data from multiple machines by interfacing with data hubs from Dell and other manufacturers. Our mobile-optimized management dashboard can be easily viewed on any personal computer, tablet, or mobile device.

Describe the value to participating agencies

Internet of Things integration with vx Observe enables agencies to create a single dashboard for managing their disparate building automation systems, sensors, and monitors with the ability to automatically generate an immediate work request in FAMIS 360 for critical alarms and system failures. vx Observe provides a simple path to predictive maintenance.

Describe the value to NCPA

With the additional functionality provided by vx Observe, NCPA provides its agencies with a single platform to meet more of their facility needs. This means larger single purchases and, with the subscription model for licensing, it creates an on-going revenue stream with an average customer retention period of over 10 years.

Describe how your company would market this product and/or service through this contract

All sales team members are trained on the cooperative pricing model that is offered through the NCPA partnership as well as the value message associated to each product included in this agreement. The partnership training is included as part of our Start of Year Sales Kickoff Training and Mid-Year Sales Training programs.

Provide an anticipated size of the market for this product and/or service in the public arena

All agencies who have an owned or leased footprint of offices and other facilities have a direct need for all of these tools and there is a substantial Return on Investment benefit associated directly to their use. The Market Size is the entire NCPA membership.

Where is the product manufactured?

Accruent is Headquartered in the US with engineering and development taking place in our US offices.

Any certifications provided?

N/A

Where is the service performed?

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Provide references

Please reach out to the Sales & Marketing contact to connect with our references for this product.

Provide case studies

One of the world’s largest consumer co-operatives and owned by millions of members, the Co-operative Group (Co-op) is the United Kingdom’s sixth biggest food retailer, with more than 2,500 local, convenience and medium-sized stores. The organization is also the UK’s number one funeral services provider, a major general insurer, and a growing legal services business.

Convenience retailing in the UK is a highly competitive market. Before using Accruent solutions, the Co-op was unable to deliver to the same standards and cost model as its competitors because its system was inefficient, logistically difficult, and costly.



“By automating and streamlining our invoice validation process, Accruent has helped us save 5% in total maintenance spend.”

Client	Industry	Accruent Solution
Co-op	Retail	vx Observe

The Co-op selected vx Maintain to address the group’s maintenance and work order management needs, and vx Observe for remote monitoring of its refrigeration assets.

- Shift from time-based to condition-based activity, the most efficient way of maintaining assets.
- Granular data on 600,000 assets to inform asset maintenance over its lifecycle.
- Critical issues raised automatically by the system and managed to resolution.

Provide any pricing that is different than the pricing in Tab 7 in this solicitation.

Please see the pricing for vx Observe in the attachment Tab 8 Value Added Services Pricing.

Tab 9 – Required Documents

Clean Air and Water Act / Debarment Notice

Contractors Requirements

Antitrust Certification Statements

Required Clauses for Federal Funds Certifications

Required Clauses for Federal Assistance by FTA

State Notice Addendum

Tab 1 – Master Agreement

General Terms and Conditions

- ◆ Customer Support
 - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

- ◆ Disclosures
 - Respondent 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.
 - The respondent 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.

- ◆ Renewal of Contract
 - Unless otherwise stated, all contracts are for a period of one (1) year with an option to renew annually for an additional four (4) years if agreed to by Region 14 ESC and the vendor or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.

- ◆ 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.

- ◆ Shipments (if applicable)
 - The awarded vendor shall ship ordered products within the written estimate of delivery time by the vendor to the entity after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. destination.

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

◆ Payments

- The entity using the contract will make payments directly to the awarded vendor or their affiliates as long as written request and approval by NCPA is provided to the awarded vendor.

◆ Adding authorized distributors/dealers

- Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
- Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
- 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.
- All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

◆ Pricing

- All pricing submitted to shall include, as a cost of sale to the awarded vendor, the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA. For those pricing requiring annual or periodic pricing updates, awarded vendors are expected to provide these changes as submitted.
- All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

◆ Warranty

- Proposals should address each of the following:
 - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
 - Availability of replacement parts
 - Life expectancy of equipment under normal use
 - Detailed information as to proposed return policy on all equipment
- All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

◆ Audit rights

- Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by any entity that utilizes this Agreement. NCPA and Region 14 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 14 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 14 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 14 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 14 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 14 ESC or NCPA.

◆ Indemnity

- The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC 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.

◆ Licenses and Duty to keep current licenses

- 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 14 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated. Vendor is expected to provide all required license(s) with this RFP response.

◆ Franchise Tax

- The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

◆ Supplemental Agreements

- The entity participating in this 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.

◆ Certificates of Insurance

- Certificates of insurance shall be delivered to the Public Agency 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.

◆ Legal Obligations

- It is the Respondent'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.

◆ Protest

- A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. No protest shall lie for a claim that the selected Vendor is not a responsible Bidder. Protests shall be filed with Region 14 ESC and shall include the following:
 - Name, address and telephone number of protester
 - Original signature of protester or its representative
 - Identification of the solicitation by RFP number
 - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
- Any protest review and action shall be considered final with no further formalities being considered.

◆ 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 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.

◆ 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. 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.

◆ Miscellaneous

- Either party 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.

◆ Cancellation for Non-Performance or Contractor Deficiency

- Region 14 ESC may terminate any contract if awarded vendor has not used the contract, or if purchase volume is determined to be low volume in any 12-month period.
- Region 14 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 14 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:
 - ◆ Providing material that does not meet the specifications of the contract;
 - ◆ Providing work and/or material that was not awarded under the contract;
 - ◆ Failing to adequately perform the services set forth in the scope of work and specifications;
 - ◆ Failing to complete required work or furnish required materials within a reasonable amount of time;
 - ◆ Failing to make progress in performance of the contract and/or giving Region 14 ESC reason to believe that contractor will not or cannot perform the requirements of the contract;
- Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 14 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 Region 14 ESC on demand.

◆ Open Records Policy

- Because Region 14 ESC is 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 respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent 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.

If awarded vendor is going to do business in the State of Arizona, the following terms and conditions shall apply

◆ Cancellation for Conflict of Interest

- Per A.R.S. 38-511 a School District/public entity may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the School District/public entity is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the awarded vendor receives written notice of the cancellation unless the notice specifies a later time.

◆ Registered Sex Offender Restriction

- Pursuant to this order, the awarded vendor agrees by acceptance of this order that no employee of the awarded vendor or a subcontractor of the awarded vendor, who has been adjudicated to be a registered sex offender, will perform work on any School District's premises or equipment at any time when District students are, or are reasonably expected to be, present. The awarded vendor further agrees by acceptance of this order that a violation of this condition shall be considered a material breach and may result in a cancellation of the order at the District's discretion.

◆ Contract's Employment Eligibility

- By entering the contract, awarded vendor warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations. A School District/public entity may request verification of compliance from any contractor or subcontractor performing work under this contract. A School District/public entity reserves the right to confirm compliance in accordance with applicable laws. Should the School District/public entity suspect or find that the awarded vendor or any of its subcontractors are not in compliance, the School District/public entity 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 awarded vendor. All costs necessary to verify compliance are the responsibility of the award vendor.

◆ Terrorism Country Divestments

- Per A.R.S. 35-392, a School District/public entity is prohibited from purchasing from a company that is in violation of the Export Administration Act.

◆ Fingerprint Checks

- If required to provide services on School District/public entity's property, awarded vendor shall comply with A.R.S. 15-511(h).

◆ Indemnification

- Notwithstanding all other provisions of this agreement, School District/public entity does not agree to accept responsibility, waive liability, or indemnify the awarded vendor, in whole or in part, for the errors, negligence, hazards, liabilities, contract breach and/or omissions of the awarded vendor, its employees and/or agents.

Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor(s) whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- ◆ Contract Administration
 - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
 - The contract term will be for one (1) year starting from the date of the award. The contract may be renewed for up to two (4) additional one-year terms or any combination of time equally not more than 4 years.
 - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ Contract Waiver
 - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Products and Services additions
 - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP and has written approval of NCPA and Region 14 ESC.
- ◆ Competitive Range
 - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
 - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities
 - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$7 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

- ◆ Evaluation
 - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.
- ◆ Formation of Contract
 - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.
- ◆ NCPA Administrative Agreement
 - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- ◆ Clarifications / Discussions
 - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondents are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.
- ◆ Multiple Awards
 - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.
- ◆ Past Performance
 - Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid 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**

Company name	Accruent. LLC
Address	11500 Alterra Pkwy, Suite 110
City/State/Zip	Austin, TX 78758
Telephone No.	+1 512.861.0726
Fax No.	+1 512.686.4816
Email address	david.p.tsung@accruent.com
Printed name	Rick Buffington
Position with company	VP, Finance
Authorized signature	<small>DocuSigned by:</small> <i>Rick Buffington</i> <small>F271CBE8FCDE4ED...</small>

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of May 3, 2021, by and between National Cooperative Purchasing Alliance (“NCPA”) and Accruent LLC (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated May 3, 2021, referenced as Contract Number 02-110, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Facilities and Asset Management Information Systems;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as “public agency” or collectively, “public agencies”) may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

◆ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and 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 Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ **Fees and Reporting**

- The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15th) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Agency Name	State	Zip Code	Date	PO or Job #	RQN Number	Sale Amount	Admin Fee
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Total

- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee of three (3%) for the amount of the agency's purchase order less any applicable sales tax and Performance and/or Payment bond cost. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.
- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of five (5) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.


◆ General Provisions

- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

National Cooperative Purchasing Alliance:

Name: Matthew Mackel
Title: Director, Business Development
Address: PO Box 701273
Houston, TX 77270
Signature: 
Date: May 3, 2021

Vendor:

Accruent, LLC
Name: Rick Buffington
Title: VP, Finance
Address: 11500 Alterra Parkway, Suite 110
Austin, TX 78758
Signature: 
Date: 3/23/2021

NCPA Registered Vendor Quotation Number

RFP responders are requested to agree to a quotation number registration program to provide consistency and faster service for our facility awarded vendors, agency members and participants. The process will require Facility Contract holders to register and receive a NCPA Vendor Registered Quotation Number that must be prominently displayed on each proposal(s) that you present to the agencies. The system will track Facility transactions from the initial proposal stage to the completion of each project. NCPA has assembled an experienced Facilities Management Team that stands ready and willing to assist its vendors in providing quality services to the awarded vendor's organization. Failure to receive the Vendor Registered Quotation Number can result in potential delays to your services and the only acceptable proposals need to have a NCPA Vendor Registered Quotation Number.

NCPA Registered Vendor Quotation Number Process

Fill out the form on the Facilities page at www.NCPA.us

(Direct link is <http://www.ncpa.us/Facilities/Register>)

*** Fill out and submit.**

- All registered vendor quotation number requests must be submitted and a proposal number received before you present it to your potential customer.
- You will have a response with a NCPA Vendor Registered Quotation Number within 4 hours.
- If you have an emergency and need a quotation number sooner, call any member of the Facility Management team and we will help you.
- Include the quotation number on all proposals.

This document acknowledges that you have received and agree to the details, directions and expectations of the NCPA Vendor Registered Quotation Number process.

Date 3/3/2021

RFP Number 02-21

Company Name Accruent, LLC

Printed Name Rick Buffington

Signature

DocuSigned by:
Rick Buffington
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- ◆ Antitrust Certification Statements
- ◆ Required Clauses for Federal Funds Certifications
- ◆ Required Clauses for Federal Assistance by FTA
- ◆ State Notice Addendum

Clean Air and Water Act & Debarment Notice

I, the Vendor, 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.

I hereby further 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
Print Name	Rick Buffington
Address	11500 Alterra Pkwy, Suite 110
City, State, Zip	Austin, TX 78758
Authorized signature	<small>DocuSigned by:</small> <i>Rick Buffington</i>
Date	<small>F271CB8BFCDE4ED...</small> 3/23/2021

Contractor Requirements

**Contractor Certification
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 NCPA Participating entities in which work is being performed

Fingerprint & 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 vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

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

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

Business Operations in Sudan, Iran

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

Authorized signature

Date

DocuSigned by:
Rick Buffington
F271CBE8FCDE4ED...
3/23/2021

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 bid, 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 bid, 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 bid 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.

Company name	Accruent, LLC
Address	11500 Alterra Pkwy, Suite 110
City/State/Zip	Austin, TX 78758
Telephone No.	+1 512.861.0726
Fax No.	+1 512.686.4816
Email address	david.p.tsung@accruent.com
Printed name	Rick Buffington
Position with company	VP, Finance
Authorized signature	<small>DocuSigned by:</small> <i>Rick Buffington</i> <small>F271CBE8FCDE4ED...</small>

Required Clauses for Federal Funds Certifications