



# **ACCRUENT RESPONSE TO REGION 4 EDUCATION SERVICE CENTER**

Submitted by Accruent LLC

Date Submitted: September 3, 2021  
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RFP # 21-07





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## Cover Letter

Dear Team at Region 4 Education Service Center and OMNIA Partners,

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 OMNIA Partners' current provider for Facilities Management Software and Solutions since 2017, 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,

Pat Chiarelli  
Sr Account Executive  
512-934-3446  
pchiarelli@accruent.com



## Your World is Complex

The built environment is all around you – it's the building you work in, the technology that manages your workflows and processes, and the physical and digital assets you work with every day.

Today, that built environment is saddled with more systems to manage, more regulations to follow, and higher expectations than ever before.

To manage it all, you're investing in technology – Mobile, IoT, Cloud, Big Data, Security – to help you and the people around you work more efficiently, catch errors before they become problems, and provide deeper insights so you can make decisions with confidence.

Because if you don't, you risk discovering problems too late, being noncompliant with regulations, making uninformed decisions with long-term consequences, and suffering large-scale security breaches – all leading to more money needlessly spent in the long run.

But these investments are creating an even more complex world of connected infrastructures, complicated workflows and unintuitive tools that end up generating more data points than you know what to do with.

Somehow, in the pursuit of optimization and compliance, you ended up with one-off, siloed solutions and complicated, hard-to-decipher reports – and you still don't have any more clarity or insight to make big-picture decisions than you did before.

## Your World is Filled with Opportunity

Hidden within this complex world of connected infrastructures and integrated workflows is endless opportunity.

Opportunity to look below the surface – and beyond the chaos – to unlock the value hidden in your complex systems and endless data points. And to then use those insights to drive better performance with the clarity and certainty you can only get from seeing the full picture.



What you need is to fundamentally change the way you run your built environment, replacing your siloed solutions and indecipherable data with clear processes, easy-to-use solutions, and measurable results across your entire organization.

To do this, you need intelligent solutions that are intuitive, that seamlessly integrate with your existing systems and workflows, and not only deliver the results promised, but also illuminate possibilities that you couldn't see before so you can achieve results that you never knew were available.

**APPENDIX A**

**DRAFT CONTRACT**

*This Contract ("Contract") is made as of \_\_\_\_\_, 2021 by and between Accruent, LLC ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Facilities Management Software and Solutions ("the products and services").*

**RECITALS**

WHEREAS, Region 4 ESC issued Request for Proposal Number 21-07 for, to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

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

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.
- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.
- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).

- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
  - i. This Contract
  - ii. Offeror's Best and Final Offer
  - iii. Offeror's proposal
  - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.
- 11) TERMINATION OF CONTRACT
  - a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
    - i. Providing material that does not meet the specifications of the Contract;
    - ii. Providing work or material was not awarded under the Contract;
    - iii. Failing to adequately perform the services set forth in the scope of work and specifications;
    - iv. Failing to complete required work or furnish required materials within a reasonable amount of time;

- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

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

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor

CONTRACT

shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery. *If Applicable*: Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. *If Applicable*: Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves 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. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4



ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law

and standard practices to protect workers, general public and existing structures from injury or damage.

- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

**OFFER AND CONTRACT SIGNATURE FORM**

The undersigned hereby offers and, if awarded, 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.

Company Name Accruent, LLC

Address 11500 Alterra Parkway, Suite 110

City/State/Zip Austin, TX 78758

Telephone No. +1 512.861.0726

Email Address pchiarelli@accruent.com

Printed Name Kate Morgan

Title Chief Financial Officer

Authorized signature

DocuSigned by:  
*Kate Morgan*  
BA404EF1F144446...

**Accepted by Region 4 ESC:**

Contract No. \_\_\_\_\_

Initial Contract Term \_\_\_\_\_ to \_\_\_\_\_

\_\_\_\_\_  
Region 4 ESC Authorized Board Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Region 4 ESC Authorized Board Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

For any questions related to this proposal, please contact Pat Chiarelli, Sr Account Executive.  
Email: pchiarelli@accruent.com  
Telephone: 512-934-3446

**Appendix B****TERMS & CONDITIONS ACCEPTANCE FORM**

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

**Check one of the following responses:**

- Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

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

- Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

*(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.)*

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
§7	Assignment	Request ability to assign in the case of a change of control event.  [Assignment of Contract. Neither party may assign Contract without the prior written approval of the other party. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.). Notwithstanding the foregoing, Contractor may assign this Contract in its entirety to its parent company or other affiliated company, to a successor by operation of law, or by reason of the sale or transfer of all or substantially all of its stock or assets to another entity.]	
§11(a)	Termination of Contract	No transfer of title of work product upon cancellation. Contractor is not a work for hire – any documents prepared are our own property.  [... Upon receipt of a written deficiency notice, Contractor shall have ten (10) business	

		days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall be returned to Contractor by Region 4 ESC.]	
§11(c)	Termination of Contract	Contractor does not agree to reimbursement language – request to strike.  [...Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated.]	
§11(e)	Termination of Contract	Request mutual cancellation language.  [Standard Cancellation. 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.]	
§15	Delivery & Acceptance	Contractor responsible for determining whether the goods and services are nonconforming.  [Inspection & Acceptance. If defective or incorrect material is delivered as solely determined by Contractor, Region 4 ESC may return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.]	
§1	Term of Agreement	Request reduction in notice requirement to 180 days.  [Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract.	

		Contractor may elect not to renew by providing one hundred and eighty days' (180) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.]	
§18	Audit Rights	Request 30 days' notice of accounting audit and reasonable standard.  [Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to reasonably audit the accounting for a period of three (3) years from the time such purchases are made so long as Contactor is provided with thirty (30) days' notice. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct reasonable audits of Contractor's pricing at Region 4 ESC's sole cost and expense, with thirty (30) days' notice...]	
§30	Indemnification	Contractor agrees to indemnify for claims resulting from its own grossly negligent actions  [Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the grossly negligent actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.]	

## Tab 2 – Products/Pricing

For non-education customers, after selecting the appropriate Module Package in Tab 5, pricing will be based on total square footage of managed building space. The Annual Subscription fees noted below are based on 1M square feet of assets under management.

<b>FAMIS 360 MAINTENANCE BUNDLE (Non-Education)</b>	<b>LIST PRICE</b>	<b>PRICING METRIC<sup>1</sup></b>	<b>OMNIA DISCOUNT</b>	<b>OMNIA SELL PRICE<sup>2</sup></b>
<i>FM-Lite</i>	\$15,000	Square foot	13%	\$13,050
<i>FM-Office</i>	\$17,000	Square foot	13%	\$14,790
<i>FM-Finance</i>	\$25,000	Square foot	13%	\$21,750
<i>FM-Premium</i>	\$28,900	Square foot	13%	\$25,143
<i>Space Management (standalone)</i>	\$30,000	Square foot	13%	\$26,100

For Education customers, after selecting the appropriate Module Package in Tab 5, pricing will be based on the type of school and number of students as reported in the National Center for Educational Statistics (nces.gov).

<b>FAMIS 360 MAINTENANCE BUNDLE (Education)<sup>3</sup></b>	<b>FM-Lite (OMNIA price per student)</b>	<b>FM-Office (OMNIA price per student)</b>	<b>FM-Finance (OMNIA price per student)</b>	<b>FM-Premium (OMNIA price per student)</b>	<b>Space Mgmt (standalone) (OMNIA price per student)</b>
<i>Associates / K-12</i>	\$1.305	\$2.3751	\$2.61	\$3.393	\$2.175
<i>Public Masters / Bachelors</i>	\$1.74	\$3.1668	\$3.48	\$4.524	\$2.61
<i>Public Doctoral / Research</i>	\$2.175	\$3.9585	\$4.35	\$5.655	\$2.8275
<i>Private Masters / Bachelors</i>	\$2.61	\$4.785	\$5.22	\$6.96	\$3.045
<i>Private Doctoral / Research</i>	\$3.915	\$6.3249	\$6.96	\$9.048	\$4.785

<sup>1</sup> Pricing metric will include items such as square footage. Each, square foot, quantity, etc.

<sup>2</sup> The Annual Subscription floor price for any FAMIS 360 customer is \$5,000.

<sup>3</sup> Additional discount scale available for student count greater than 9,000

The Annual Subscription fees noted below are based on 1M square feet of assets under management.

VFA PRODUCT	LIST PRICE	PRICING METRIC	OMNIA DISCOUNT	OMNIA SELL PRICE
<i>Capital Planning</i>		Square foot	13%	
VFA.facility <sup>4</sup>	\$10,000	Square foot	13%	\$8,700
VFA.auditor	\$5,000	Square foot	13%	\$4,350
Report Author	\$2,500	Per user	13%	\$2,175

**NOTES:**

For all entities eligible to purchase under this Agreement, Accruent provides the ability to license the software based upon the square footage of the buildings and structures that are managed. This approach, unless listed otherwise, provides unlimited user access to products/modules referenced herein.

The Cloud-based products/modules are provided as a Software as a Service (SaaS) model. Pricing is provided on a Square Foot basis by product/module at the costs above for unlimited users/site licensing unless otherwise noted.

Annual Support, updates, upgrades, and all system management (hosting) is provided as part of the Software as a Service annual fee.

Maximum increase in subscription fees for subsequent years is capped at 7% with a 5-year non-cancelable renewal commitment.

SERVICES	LIST LABOR RATE	PRICING METRIC <sup>5</sup>	OMNIA DISCOUNT	OMNIA SELL PRICE
<i>Software Implementation</i>		Per hour	13%	
Professional Services PM (FAMIS)	\$235	Per hour	13%	\$205
<i>Hosting</i>	Included			
<i>Ongoing Support / Maintenance</i>	Included			
<i>Professional Services</i>		Per hour	10%	
VFA PS - Benchmarking	\$13,000	Per Session	10%	\$11,700

<sup>4</sup> Annual software subscription price for VFA.facility starts at \$7,500 regardless of square feet. Higher discounts available for larger square footage of managed space.

<sup>5</sup> Pricing metric will include items such as square footage. Each, square foot, quantity, etc.



VFA PS - Capital Budgeting Prioritization Workshop - Standard	\$22,000	Per Session	10%	\$19,800
VFA PS - Capital Planning Program Development Workshop - Standard	\$22,000	Per Session	10%	\$19,800
VFA PS - Data Maintenance (Hourly Rate)	\$250	Per Hour	10%	\$225
VFA PS - Flexible Professional Service Hours - Fixed Fee (Hourly Rate)	\$250	Per Hour	10%	\$225
VFA PS - Navigator Program - Standard	\$37,000	Per Session	10%	\$33,300
VFA TR - VFA.facility Advanced Data Development - 2 Day Client Hosted	\$12,500	Per Session	10%	\$11,250
VFA TR - VFA.facility Advanced Data Maintenance - 2 Day Client Hosted	\$12,500	Per Session	10%	\$11,250
VFA TR - VFA.facility Core + Advanced Data Development - 3 Day Client Hosted	\$17,500	Per Session	10%	\$15,750
VFA TR - VFA.facility Core + Advanced Data Maintenance - 3 Day Client Hosted	\$17,500	Per Session	10%	\$15,750
VFA TR - VFA.facility Core Training - 2 Day Client Hosted	\$10,000	Per Session	10%	\$9,000
VFA TR - VFA.facility Manager Overview-Refresher Training - Web-based (6 HR)	\$4,000	Per Session	10%	\$3,600
Facility Condition Assessment <sup>6</sup>		Per hour	15%	
Project Director	\$235	Per hour	15%	\$200
Project Manager	\$163	Per hour	15%	\$139
Facilities Condition Assessor	\$136	Per hour	15%	\$116
QA/QC	\$136	Per hour	15%	\$116
Project Assistant	\$86	Per hour	15%	\$73
Patch, Upgrade, & Update Deployment	Included			
Disaster Recovery	Included			

<sup>6</sup> The FCA fees noted are based on 1M square feet of assets under management.



## EMS Pricing

The EMS Base product allows for Event Planning and Tracking, support Service Orders, Pricing and Billing. EMS also helps you understand your full room utilization across your organization. We provide different packages depending on your preference.

<b>Product Name</b>	<b>EMS Workplace</b>	<b>EMS Workplace Base</b>	<b>EMS Campus Connect</b>	<b>EMS Campus</b>	<b>EMS Enterprise Base</b>
<i>Vertical</i>	Corporate/Government	Corporate/Government	K-12 and Higher Ed	K-12 and Higher Ed	K-12 and Higher Ed
<i>Product Key Word</i>	Event Scheduling Room and Resource Scheduling Office Hoteling	Event Scheduling Room and Resource Scheduling Office Hoteling	Academic Scheduling Event Management Room and Resource Scheduling	Academic Scheduling Event Management Room and Resource Scheduling	Event Management Room and Resource Scheduling
<i>Brief Description</i>	Designed to meet the needs of our Corporate clients looking to maximize efficiency in Space Utilization, calendar integration, Hoteling or platform services out of the box.	Designed to meet the needs of our smaller corporate clients just looking to start planning events or are beginning the journey of room utilization and have only basic needs for scheduling.	Designed for our robust Campus Client who is looking to track full room utilization across campus, optimize course scheduling and integrate with the SIS solution and other Campus software.	Designed to go campus-wide for Event scheduling and tracking Room utilization, but the campus still has another solution to optimize courses and other Academic activities.	Designed for our education institutions that want to start scheduling events and tracking room utilization of non-classroom space, starting in one department and then expanding.
<i>Package Pricing</i>	Package starts at \$20,000 with variable pricing based on the amount of spaces schedule and modules required	Package starts at \$12,000 with variable pricing based on the number of spaces scheduled and modules required	Package starts at \$20,000 and varies based on the enrollment of the institution and modules required	Package starts at \$15,000 and varies based on the enrollment of the institution and modules required	Package starts at \$10,000 and increases based on the modules required
<i>OMNIA Discount</i>	13% off final package pricing	13% off final package pricing	13% off final package pricing	13% off final package pricing	13% off final package pricing

## Lucernex Pricing

Step 1 – Determine Modules: The first step in pricing Lucernex is to determine the modules that are needed to provide the business value that is sought.

- a. RE Contracts: administer your leases more efficiently and gain greater insight into lease realities, while also ensuring compliance with the newest Lease Accounting standards.
  - i. Lease Administration: establish a single source of truth for lease information to ensure your organization is both compliant and protected per the stipulations of the lease.
  - ii. Rent Accounting: account for rent in compliance with FASB/IFRS standards.
- b. Equipment Contracts: establish a single source of truth for equipment contracts and account for rent in compliance with FASB/IFRS standards.
- c. Markets & Sites: streamline and consolidate the process by which a potential site is evaluated and selected, decreasing the time to an informed decision.
- d. Projects: streamline and consolidate the process by which a new location is stood up, decreasing the time to project completion and occupancy with the associated savings
- e. Capital Projects: streamline and consolidate the process by which major projects are completed on locations that are already in operation, reducing operational interruption time and controlling for project cost.

Step 2 – Determine Add-Ons: The next step is to determine any add-ons that are needed with the Lucernex application. Examples include:

- a. Additional storage: for many clients, a key value prop is a single source of truth for facility-related documents. If you are a large organization, the 100GB of storage included with their license may be insufficient.
- b. DataMart: Increased ease of reporting by allowing for flexible report building that circumvents the complexity of building reports that cross DB tables.
- c. Google Maps: support GIS pinning at the portfolio and entity level. Gain visual insight into the geographic distribution of the portfolio.
- d. Web Spreadsheets: The excel model allows companies to utilize pre-existing excel files, often created, and refined over many years, that perform critical business functions like generating construction estimates, creating proformas for new site / renewal analysis decisions, etc.
- e. Unique Train environment: A dedicated environment for testing processes, integrations, etc. Having a dedicated environment means your organization controls when to ingest releases into Train. This environment can be licensed per year or per 6 months.

Step 3 – Determine Pricing Metric: Lucernex can be priced based on facility count or lease (contract) count, depending on the functionality required. Determine which makes sense for your organization based on the modules selected.

Step 4 – Determine Pricing for your Organization: Leverage your Accruent team to enter the information above through the Lucernex pricing calculator, where an OMNIA discount will be applied against any modules/add-ons selected.

Sample Pricing – *pricing may vary per organization based on the functionality required. Please consider the following representative and work with your Accruent team to generate a more accurate quote.*

<b>Product</b>	<b>50 Leases</b>	<b>50 Facilities</b>	<b>100 Leases</b>	<b>100 Facilities</b>
<i>Lx Contracts</i>	\$10,625	\$12,500	\$12,750	\$15,000
<i>Lx Projects</i>	N/A	\$8,000	N/A	\$10,000
<i>Lx Capital Projects</i>	N/A	\$5,000	N/A	\$6,000
<i>Lx Web Spreadsheets</i>	\$2,400	\$2,400	\$3,000	\$3,000
<i>Lx Google Maps</i>	\$800	\$800	\$1,000	\$1,000
<i>Total</i>	\$13,825	\$28,700	\$16,750	\$35,000
<b>OMNIA Discounted Price (13%)</b>	<b>\$12,028</b>	<b>\$24,969</b>	<b>\$14,573</b>	<b>\$30,450</b>

## Meridian Pricing

Accruent’s Meridian Engineering Document Management Software (EDMS) can be added to a FAMIS implementation. EDMS provides a single source of truth for building and equipment documentation. Combining your building/equipment documentation with work orders can improve ticket times, speed to repair, and reduce costly change orders for future construction projects. This documentation can be CAD or PDF based and will be integrated with your FAMIS software for complete ease of use.

	<b>Minimum Quantity</b>	<b>Annual Subscription List Price</b>	<b>OMNIA Discount off List</b>	<b>OMNIA Net Price</b>
Meridian Cloud Business Subscription	20	\$1800/user	13%	\$1566.00/user
Meridian Cloud Business User Pass	30	\$120/user	13%	\$104.40/user
Meridian Cloud Business NFP Subscription	8	\$900/user	13%	\$783.00/user
Meridian Cloud Business NFP User Pass	8	\$60/user	13%	\$52.20/user

Note: NFP – Not for Production subscriptions are for situations where a customer needs a test environment for checking out new releases and changes in their configuration.

Please contact a Meridian Account Executive for assistance with license configuration and pricing for Professional Services required to implement the solution. Additional discounts may apply for license counts over 50/users as well as multi-year terms.

### vx Observe Pricing

IoT integration pricing provides multiple levels of management based upon the needs of each client. The scope of the effort required to support the needs of most customers is able to be tied to the size of the structure that is being managed and therefore the pricing structure has been setup based upon the level of management desired and the total managed square feet of building space.

	<b>MONITORING * HVAC * Lighting * Sensors</b>	<b>MONITOR and PREDICT</b>	<b>MONITOR, PREDICT, and CONTROL</b>	<b>Any Other Category plus Energy Monitoring (available)</b>
List Price per SF/yr	\$0.01125	\$0.02025	\$0.02475	Requires Scoping
OMNIA Discount	10%	10%	10%	10%
OMNIA Price per SF/yr	\$0.010125	\$0.018225	\$0.022275	Requires Scoping

Sample OMNIA pricing subscription per year for each of the categories

<b>Size of Portfolio (Total Gross Square Feet)</b>	<b>Option 1 - Monitor</b>	<b>Option 2 - Monitor &amp; Predict</b>	<b>Option 3 – Monitor, Predict and Control</b>
500,000	\$5,062.50	\$9,112.50	\$11,137.50
1,000,000	\$10,125.00	\$18,225.00	\$22,275.00
1,500,000	\$15,187.50	\$27,337.50	\$33,412.50

**Include an electronic copy of the catalog from which discount, or fixed price, is calculated.**

This is not applicable as Accruent provides Software as a Service.

**Is pricing available for all products and services?**

Yes.

**Provide pricing for warranties on all products and services.**

Included.

**Describe any return and restocking fees.**

n/a

**Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.**

See footnotes in product pricing tables.

**Describe how customers verify they are receiving Contract pricing.**

In our proposals, we specifically state that the pricing provided is based upon the OMNIA Partners contract and in most cases our pricing is set up to show the Omnia Partners discount they are receiving. In the past if they have any questions, we will walk them through the tables in our agreement.

**Describe payment methods offered.**

We accept checks, ACH/EFT, and WIRE. We accept credit cards for invoices under \$20,000. We do not accept American Express.

**Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.**

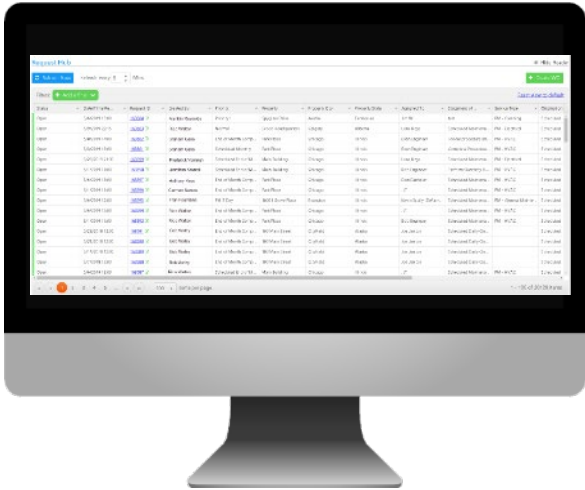
Our pricing will be valid for 3 years. Any new product will be added on and priced accordingly.

**Describe how future product introductions will be priced and align with Contract pricing proposed.**

Based on functionality our products will be priced either as a percentage of the base module or by square foot. This replicates the same structure we have submitted and used successfully the last 5 years and maintains the same level of discount.

**Provide any additional information relevant to this section.**

None.



## 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 various locations can be lost, mismanaged, or overlooked. In addition to aligning real estate strategy with organization 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

### Including FAMIS 360 with Asset Management

Combining FAMIS 360 with Accruent's powerful Asset Management tools unlocks additional resources to manage your assets. Assess your facility conditions by managing and prioritizing all aspects of future repairs, including identification, prioritization, planning, funding, and resolution. Track and associate critical documents such as contracts and certificates of insurance directly to assets. Real-time reporting helps you easily identify issues and take corrective action. The graphical reporting platform allows work to be analyzed by type, geographic region, and responsibility, giving you a bigger picture view for a complete analysis. Additionally, users can securely manage vendor interactions and information allowing secure access to work orders, assets, and properties, while providing real-time views of vendor activities.



## 1. Administrative System

### **Power user with full access from single log-in**

The Subscription provides for unlimited users with access rights set by the customer. Single Sign-on integration is available to any authentication system that supports SAML 2.0 standards.

### **Web access to administration**

As a true Cloud solution, all functionality in FAMIS 360 is accessible from any device with a standard browser and access to the internet.

### **Multi-level security**

FAMIS 360 utilizes role-based security as defined by your system administrator. Unlimited security roles may be defined that provide different levels of access to each licensed module.

### **User functional permission level displayed**

The user functional permission level is only displayed to administrative users on the user security setup screen.

### **Provides help text and error messages**

Comprehensive online help is available for all screens and descriptive error messages are displayed when any function cannot be completed due to a missing or incorrect entry.

### **Permits multimedia file attachments (word files, graphic images, audio or video clips) to records as work orders**

Attachments are available for work orders as well as master file entities.

## 2. Asset System

### **Assets can be searched and filtered by location, category, asset ID, asset name, manufacturer, make, model, etc.**

The asset FIND screen provides over 20 standard filters for locating assets.

### **Provide a list of values for asset classification**

FAMIS 360 supports unlimited asset classification values that can be provided out-of-the-box or defined by the system administrator. Each asset classification can have its own set of unlimited user-defined attributes.

### **Instant display of all assets, locations, classifications**

The FIND asset screen provides an instant display of Asset Name, Asset Number, Manufacturer, Location and Asset Classification.

### **Standard equipment templates**

FAMIS 360 supports unlimited asset classification values that can be provided out-of-the-box or defined by the system administrator. Each asset classification can have its own set of unlimited user-defined attributes.

### **Allows warranty tracking**

Warranty tracking on each asset includes Warranty Contract #, Effective Date, Expiration Date, Expiration Contact/Phone, Warranty Vendor, and Warranty PO#

### **Lists outstanding jobs by equipment, asset class, location**

The FIND Work Request screen provides over 30 standard search filters including Equipment ID, Asset Class and Location.

### **Lifetime labor and material costs per equipment, asset classification and location**

All maintenance costs are captured for all work requests and may be rolled up within Accruent Analytics by Equipment ID, Asset Class, Location, or any other attribute on the Work Request table.

### **Tracks historic total of maintenance costs per asset**

All maintenance costs are captured for all work requests and accessible for the life of the asset and the life of your subscription to FAMIS 360. Those costs may be rolled up within Accruent Analytics by Equipment ID, Asset Class, Location, or any other attribute on the Work Request table for any selected time period.

## **3. Work Order Management**

### **Database of employees along with labor rate information**

Unlimited employees records can be loaded into FAMIS 360 and kept in synch using our restful API library. Each employee record may have standard rates for regular, overtime and double-time. In addition, labor rates may vary for each employee by associated crew.

### **Database of vendors**

Unlimited vendor records can be loaded into FAMIS 360 and kept in synch using our restful API library.

### **Ability to capture labor hours, contract costs and material costs for each work order**

All maintenance costs are captured for all work requests and may be rolled up within Accruent Analytics by Equipment ID, Asset Class, Location, or any other attribute on the Work Request table.

### **Records equipment downtime**

Equipment downtime can be calculated in Accruent Analytics using the request open to request close time stamps or using the time lapse between any two user-defined status codes.

**Charge multiple wage rates**

Each employee record may have standard rates for regular, overtime and double-time. In addition, labor rates may vary for each employee by associated crew.

**Request dates and completion dates**

Each work request has dates for initial request, acknowledgment, completion and close as well as any user-defined status change.

**Estimated and actual hours**

Estimated and actual hours can be captured on each work request as well as estimated and actual dollars for labor, material, purchases and misc costs.

**Labor and material transactions for each work order**

Actual labor, material, purchases and misc cost transactions are able to be captured for each work request.

**Work order tracking fields such as trade, work category, work type, problem, cost center project, status, priority, etc.**

The famis 360 work requests provide a wide array of standard fields including crew/trade, work activity type, request type, request sub-type, cost center, associated parent or project id, user-defined status codes and priority.

**User-definable tracking fields**

By work request type and sub-type, work order forms provide a display platform for unlimited user-defined fields that are carried for the life of the work request and may also be accessed in accruent analytics.

**Easy interface to check work order status based on the users' permissions**

The my requests and FIND Requests screens provide easy access to work order status inquiries.

**Search capacity on work order number or description key**

The FIND Work Request screen provides over 30 standard search filters including Work Order #, Work Description, Equipment ID, Asset Class and Location.

**System includes preventative maintenance and inventory modules that are fully integrates, as well as a connection to the facility scheduling module**

FAMIS 360 Maintenance Management includes Self-Service Requests, Reactive Work Orders, Preventive Maintenance Work Orders, Parent/Child Projects, and Facility Projects with full integrated access to Inventory Control and Schedules.

**Automatic computation of work costs using labor rates in employee system**

Labor costs are automatically calculated based upon the prevailing labor rate for the employee based upon either their standard labor rate or the rate associated to the crew/trade assigned to the work request.

**The work order management system will integrate with the school site request and asset management system**

Famis 360 includes a full restful api library to enable easy integration to legacy applications.

**Track tool usage against work orders**

Tool usage can be tracked by checking in/out from a tool inventory location, posting via misc costs or by utilizing the optional tool reservations module.

**Tracks required permitting**

Permitting efforts can be tracked through attachments or by child work orders associated to any request. The inspections module can also provide user-defined permit checklists that can be associated to any procedure, work type or work sub-type.

**Re-open closed work orders**

Closed work orders can be re-opened with proper security rights.

## 4. Material Management

**Manage inventory items by category types: mechanical, custodial, tools and other**

FAMIS 360 Advanced Inventory Control provides unlimited user-defined part categories and separate physical or virtual warehouses for Central Stores, Crew Stock, Tools and any other inventory need.

**Tracks all inventory transactions, including issues, receipts, returns, adjustments, orders**

Advanced Inventory Control tracks all inventory transactions together with a running total of Weighted Average Cost and Quantity on Hand in all stocking locations.

**Allows inventory to be issued work order**

Inventory can be issued directly from the work order screen for quick-pick warehouses and through Shopping Cart functionality for managed warehouses.

**Tracks detailed information on inventory items, including unit of issue, on contract, supplier, fixed cost, tag number for tools, and backorder quality**

Inventory part records contain standard descriptive fields as well as standard or weighted average cost, quantity on hand, reserved and on-order with replenishment parameters to assist with automatic re-order.

**Allows inventory items to be stored and tracked in multiple pools and by categories including aisle, bin number and reorder points**

Inventory parts can be tracked in physical or virtual stocking locations with a full bin location system for each warehouse. Replenishment parameters include quantity on hand, quantity reserved, quantity on order, safety stock, re-order point, economic order quantity and lead time.

**Integrates with the work order and preventative maintenance system**

Inventory control is fully integrated with all types of work requests.

**List of units of measure**

Famis 360 supports unlimited user-defined units of measure with the ability to have separate stocking/issue unit of measure as well as purchasing units of measure and conversion factors for each supply vendor for each part.

## 5. Technology Work Management

**Staff originates work order requests for IT problems**

FAMIS 360 supports self-service request entry for all types of work requests. IT work requests can be categorized separately for routing and reporting purposes.

**Status of work orders can be continually monitored by staff**

The My Requests, FIND Requests and Request Hub pages provide quick visibility to all work orders, their status and general or detailed information.

**System routes requests to proper technician using configurable work flow**

Configurable request routing is available by work type, work sub-type, location, priority and time of day.

**The work order management provides for tracking of labor and parts for each incident**

Actual labor, material, purchases and misc cost transactions are able to be captured for each work request.

**Warranty of technology items are continually monitored**

Warranty on any item can be continually monitored by tickler reports using Accruent Analytics or by user-defined dashboards.

## 6. Preventative Maintenance

**Schedule PM by elapsed days**

Preventive Work Orders can be scheduled by fixed date or days since last completion as well as generated by the failure of an inspection.

**Schedule PM by calendar date**

Preventive Work Orders can be scheduled by fixed date or days since last completion as well as generated by the failure of an inspection.

**Schedule PM by usage**

Preventive Work Orders can be scheduled by fixed date or days since last completion as well as generated by the failure of an inspection or triggered by a usage/reading inspection.

**View labor, material and tool cost for anticipated tasks**

Actual and Estimated costs can be entered and tracked on all work order types.

**Tracks all scheduled maintenance**

Automatic recurring schedules can be setup for any type of work request type and sub-type.

**Creates recurring maintenance schedules on a daily, weekly, monthly or annual basis**

Automatic recurring schedules can be setup for any type of work request type and sub-type with daily, weekly, monthly, yearly or seasonal recurrence patterns.

**Stores schedule templates for quick creation of frequently used schedule**

Existing schedules can be cloned for similar assets using the Quick Schedule feature.

**Tracks equipment information, including manufacturer, model and serial numbers, in and out service dates and warranty**

Standard Asset data fields include: Asset Name, Asset Number, Serial Number, Asset Class, Asset Rank, Manufacturer, Model Number, In-Service Date, Vendor, Asset Status, Barcode Number, Asset Type, Asset Keyword, Asset Description, Safety Comments, Building/Floor/Space, Assigned Employee, Latitude, Longitude, Altitude, Warranty Contract Number, Warranty Effective and Expiration Date, Expiration Contact and Phone, Warranty Vendor, Warranty PO Number, Maintenance Contract Number, Maintenance Vendor, Contract Expiration, Purchase Date, Purchase Amount, Cost Center, PO Number, Estimated Life (yrs/hrs), Annual Runtime, Capital Repair Cost, Estimated Replacement Cost, Life Expectancy Date, as well as unlimited UDFs by asset class.

**Automatically generates PM work orders through an integration with work order system**

The Preventive Maintenance work orders are a fully integrated capability within FAMIS 360 Maintenance Management. Using the included Schedules module, any type of work request can be put into a recurring schedule.

**Displays upcoming scheduled work in a calendar format for resource scheduling**

The Workloading screen provides both a Calendar view and a daily view of all Work Order Activity Groups or any individual activity group such as Scheduled Work.

## 7. Budget Management

### **Allows district to establish budget code format**

FAMIS 360 provides a fully configurable account code structure with the ability to import account segment values in from the legacy ERP system using the API Library.

### **Permits flexible budget terms and budget periods**

Budget information can be imported into the Accruent Analytics reporting environment and modeled with standard FAMIS 360 cost data using an Optional Author Pro license.

### **Provides for flexible budget hierarchies**

FAMIS 360 provides a fully configurable account code structure with the ability to import account segment values in from the legacy ERP system using the API Library.

### **Analysis is provided for costs vs. budget per budget period and year-to-date**

Budget information can be imported into the Accruent Analytics reporting environment and modeled with standard FAMIS 360 cost data using an Optional Author Pro license.

Accruent Analytics provides the ability to create user-defined reports and dashboards that can compare actual operational costs to imported budgets for any user-defined period.

### **Facilitates the creation of long-range capital plans and budget plans**

Accruent Analytics provides the ability to view different operational cost elements and create user-defined calculations to predict future costs.

### **Manages capital projects and expenditures related to deferred maintenance, deficiencies and corrections**

FAMIS 360 Projects provides the ability to track multi-discipline project with full cost and task visibility. The ability to support major Capital Projects is also available through the optional Accruent Lucernex Project Management application.

## 8. Reports Generation

<b>Summary or detailed reports</b>	
Work category	Requests have a three-tier hierarchy of Activity Group, Request Type, and Request Sub-type. With Accruent Analytics, all Work Order information can be rolled up at any one of these levels as well as by any other Work Request attribute.
Location	Location information has a multi-tier hierarchy of Region, Building, Floor, Space, and Sub-Space. With Accruent Analytics, all Work Order information can be rolled up at any one of these levels as well as by any other Work Request attribute.
Budget	With simple accounting all work requests can be associated to a single budget code. With complex accounting, work requests can have charges allocated to multiple budget codes by percentage. With accruent analytics, all work order

	information can be rolled up at any one of these budget account levels as well as by any other work request attribute.
Employee	Accruent Analytics provides the ability to create reports or dashboards by Requesting Employee or by Assigned to Employee
Cost by work category	Requests have a three-tier hierarchy of Activity Group, Request Type, and Request Sub-type and FAMIS 360 provides the ability to capture all cost types on every work request. With Accruent Analytics, all Work Order information can be rolled up at any one of these levels as well as by any other Work Request attribute.
Transactions on work category	With Accruent Analytics the number of transactions by Activity Group/Work Category, Request type and/or Request Sub-type are provided as for both standard and ad-hoc reports and dashboards.
Outstanding work	Both Standard and ad-hoc reports provide the ability to track all requests by the user-defined status code.
Workloads and assignments	Workloading reports show the number of hours by Trade or by Assigned technician using the estimated hours that may be entered on each work request.
Status of work	Both Standard and ad-hoc reports provide the ability to track all requests by the user-defined status code. An out-of-the-box dashboard shows the number of requests that have been received each month and the quantity that are still in each user-defined status.
<b>Standard Inventory Reports</b>	
Issued inventory	Reports are available in Excel or in Accruent Analytics for all inventory issue transactions over any user-defined period of time.
Returned inventory	Reports are available in Excel or in Accruent Analytics for all inventory return transactions over any user-defined period of time.
Supplier reports	Purchasing detail provides a wide variety of metrics to report on using either Excel/Standard reports or Accruent Analytics including the ability to report on total dollars by supplier, average dollars per purchase as well as lead time compliance and number of returns by supplier.
<b>Standard Preventative Maintenance Reports</b>	
Projected parts and supplies reports	Accruent Analytics provides the necessary data to visualize the parts that have been historically used for any request type/sub-type combination and to use that information to project inventory needs for upcoming work.
Estimated PM labor reports	Standard workloading reports provide the ability to show labor needs for any period of time into the future using the automatic scheduled work functionality and associated estimated hours by task.
Forecasting labor report	Standard workloading reports provide the ability to show labor needs for any period of time into the future using the automatic scheduled work functionality and associated estimated hours by task.



Corrective vs. preventative maintenance report	Comparative reports by Activity Group provide the ability to compare request count, labor hours and total cost by the different user-defined groups as well as the detailed request types within each group.
<b>Standard Facility Scheduling Reports</b>	
Location	EMS standard reports provide quick visibility on utilization for any reservable location or resource.
Organization	EMS standard reports provide quick visibility on past and future requests by organization.
Schedules	EMS provides both summary and detail activity reports for any user-defined period of time related to any reservable location or resource.
Budget	EMS detail and summary reports can be created by Requestor Budget code.
Invoices	Billing summary and detail reports are available directly out of EMS
Reminders	Tickler reports for upcoming events and associated requested services can be created directly from EMS
<b>Standard Utility Reports</b>	
Cost per Square foot	Cost per Square foot calculations are available using either the manually entered gross square feet at the building level or the Roll-up gross square foot values that are automatically available when using FAMIS 360 Space Management.
Use by building comparison	Accruent Analytics enables comparison of consumption and cost data using the building and/or departments that are associated to the Meter-Site level in the Utility Management hierarchy.
Cost by building comparison	Accruent Analytics enables comparison of consumption and cost data using the building and/or departments that are associated to the Meter-Site level in the Utility Management hierarchy.
Use/square foot by building	Consumption per Square foot calculations are available using either the manually entered gross square feet at the building level or the Roll-up gross square foot values that are automatically available when using FAMIS 360 Space Management.
Cost/square foot by building	Cost per Square foot calculations are available using either the manually entered gross square feet at the building level or the Roll-up gross square foot values that are automatically available when using FAMIS 360 Space Management.
Energy savings report	Energy Savings and Cost/Usage trend reports are available in Accruent Analytics using the historical cost and consumption values by meter site for any user-defined period of time.
Load factor report	The load factor report is not currently a standard report in Accruent Analytics but can be created as an ad-hoc report using the available data and user-defined calculations.

## 9. Utility Tracking System

### **Ability to manage all utilities including electric, gas, water, sewer, fuel oil, propane, trash, waste, telephone and other utilities**

FAMIS 360 Utility Management can be configured to track consumption, cost and cost allocation for any utilities where usage and cost can be ascertained in some manner.

FAMIS 360's Utility Management module allows users to manage electrical, gas, heating and other utility systems while providing insight into consumption patterns and allowing utility costs to be allocated to appropriate accounts. FAMIS 360 currently tracks:

- Utility Status
- Utility System Status
- Meter Reading Estimate Codes
- Customer Types
- Meter Site Status
- Meter Site Types
- Meter Site Groups
- Meter Sites
- Billing Allocation Rules
- Physical Meters

### **Tracks essential account, vendor building and user information**

FAMIS 360 Utility Management provides the ability to allocate costs to user-supplied account codes based upon percentage, customer type and optional markup. Meter Sites may be associated to partial buildings, entire buildings or multiple buildings. Costs are distributed from a user-defined meter site based upon either a utility rate and associated consumption or a percentage of vendor invoice based upon the prorated percent of total consumption in the utility system.

### **Tracks basic utility billing determinants on monthly bills for each account and/or meter including billing periods, billing period consumption, billing period cost and average period unit cost. Bills are to be tracked by month, year and building**

FAMIS 360 Utility Management tracks cost and consumption on a monthly basis for each meter site location within any defined utility. Analytics reporting provides the ability to visualize consumption and cost trends for any comparative period of time.

### **Ability to track user-defined data such as hours of use, number of occupants, etc.**

User-defined fields can be created to capture additional metrics at the system or utility level. FAMIS 360 Space Management can also be used to provide occupant and square footage information for all supported buildings.

### **Provides use and cost budget function for monthly and annual budget analysis**

Accruent Analytics provides monthly and annual usage and cost trend dashboards and reports for any user-defined time period.

### **Customizable user-defined advanced utility bill determinants including power factor, time-of-use, taxes, service charges and deregulated bill determinants**

Additional user-defined metrics can be captured for each billing period at the Utility System level. These monthly statistics support unlimited user-defined values grouped into intelligent categories for quick access.

**Performs current versus baseline comparisons including application of weather normalization for more accurate comparison of utility data from year to year. Weather normalization is performed by matching daily weather degree-days with actual billing periods of utility bills, Degree data is automatically uploaded into Utility Direct from the National Weather Service on a monthly basis**

Partial. FAMIS 360 supports the collection of daily weather data with API's provided to enable a programmed interface to the National Weather Service on any user-defined time period.

Normalization reporting can be created with user-defined reports or dashboards in Accruent Analytics using a combination of utility consumption and cost detail together with year over year comparison of degree day data.

**Easily exports data to any spreadsheet format**

All Accruent Analytics reports can be output in HTML, PDF, Excel, CSV or XML formats.

**Provides virtual and sub-meter tracking. Sub-meter tracking will support the internal chargeback processes**

FAMIS 360 Utility Management supports an unlimited multi-level meter hierarchy as well as virtual meters for any partially metered systems. All meter sites can be configured to allocate costs to their supported buildings/departments/customers.

**Utility bill validity checking with multiple parameter analysis**

Accruent Analytics can be used to define reports that compare month-to-month and year-to-year usage and cost trends to spot any potential billing irregularities.

## 10. Facility Scheduling System

**Multiple routing rules for event approval**

Accruent's room and resource scheduling software, EMS, allows you to define multiple workflows for event approvals, allowing you to support different types of requests, multiple layers of approval, and enforce booking rules surrounding the requests. For instance, some users may have direct access to a space to reserve without approval, while booking with certain parameters. Other users may have to go through an approval process for the same space.

**Automatically routes usage request requests to approval managers**

EMS will automatically route the usage request to the correct approval manager, and also provides built-in notifications to ensure that those managers are aware of the new incoming request.

**Database of areas available for after hour usage**

The EMS Web App, a web-based application, allows users the ability to access available spaces 24/7. Within the EMS system you are able to define building hours, and then decide if there are any restrictions surrounding the booking of space for afterhours usage.

### **Handle events with multiple dates with repeating patterns as well as random series of events**

EMS provides a tiered architecture, allowing you to have one reservation with multiple bookings underneath it. This allows you to have an event with multiple dates or multiple rooms all under the same reservation making it easy to see all the event details in one place. This also allows you to cancel a single (or multiple) booking or occurrence without needing to create a new reservation. EMS supports both recurring/repeating patterns, as well as random, ad hoc series of events.

### **Tracks facility usage costs and automatically generates invoices**

You are able to define multiple pricing plans and rates schedules within the EMS system, which can then be automatically applied to the correct group/contact based on their group type. This makes it easy to track facility and resources usage, and then also be able to generate invoices directly from the system with the click of a button. Not only does EMS allow you to generate invoices directly from the system you are also able to track payments and deposits, as well as generate multiple reports related to billing and invoicing.

### **Enables event requesters to check facility availability and submit usage requests online**

EMS has multiple access points to allow users to search for and book space including the EMS Web App, a web-based application and EMS Direct Spaces, a native mobile app for Android and iOS devices. Both of these access points allow users to easily search for and request or reserve spaces online. The EMS Web App also has a mobile version should users not want to use a native app on their device. EMS also offers other access points such as the EMS Outlook, EMS for G-Suite, EMS Kiosk, and EMS Room Sign App.

### **Displays scheduled events on calendar**

The EMS Web App has a calendar built-in to the application, allowing you to control which events will be displayed on it. EMS also offers multiple reports, all of which are exportable, that can display the schedule. The Platform Services RESTful API allows you to pull data from EMS to publish to another calendar or create a direct integration with another system. EMS also has partnerships with multiple calendar tools, that already have integrated with EMS.

### **Multiple levels of security**

EMS has a rich support for user level role definition (defined in the application as access groups), giving managers a fine-grained capability to grant permission to specific features of the system to any users of the EMS application. The manager can assign an access group to any individual, thus easily expanding or narrowing access rights as necessary. The built-in access groups can be used, or new ones can be created. Since this security layer is dynamic and real-time, changes to the details of a particular role will take effect immediately. Several functions of the EMS application are controlled by means of access groups, therefore users who do not have the appropriate permissions, will not be even aware of the existence of certain features, since the tabs, icons, or buttons will not be present in their view of the application.

Access Groups control the different actions that can be taken by users within the application. This includes the right to view, edit, approve, and create any object or module within EMS. There is no limit the number of different Access Groups that can be created.

### **Email notifications to support personnel**

EMS has very robust notification rules that can be defined by your organization. They can be delivered directly within the software or via email. Notifications are automatically triggered based on different criteria such as new/change to/or cancellation of a booking or service, status, event type, space, or individual resource, and can be set up to only be sent to the specific users that need to be notified, preventing users from getting inundated with information that does not pertain to them.

### **Billing and rental administration**

EMS provides full billing and invoicing capabilities all from within the system. You are able to deposits and payments, as well as generate invoices directly within the system. You also have access to a number of billing specific reports such as the Ageing Report, Billing Worksheet, Transaction Reports, Voided Transaction Report, Statements, Invoice Detail Report, and General Ledger Distribution Report.

## **11. Wireless/Mobile Management**

### **Enables mobile workers to receive, process and complete work via a wireless/mobile device**

The entire FAMIS 360 system is available on any device with a standard browser and an internet connection. FAMIS 360 also comes with a native Mobile App for iOS and Android devices that supports in-field access to all Work Order and Asset data with both on-line and off-line capabilities.

### **Enables mobile workers to record transactions for labor hours**

FAMIS 360 Mobile Apps support all timecard transactions with the ability to use an in-work timer, start/stop time calculations or manual time entry.

### **Enables mobile workers to search and sort and sort through their work orders**

Work Orders on the Mobile App can be organized into pre-configured workbenches and then for each workbench user-defined sort criteria can easily organize the work to be completed.

## **12. Trip Planning and Management**

### **Requesters can easily submit trip requests and check request status online**

Trip Requests can be handled by the standard Self-Service Request Entry with the ability to configure Work Order Forms to capture additional details about the specific trip request. User-defined status codes can be assigned to the request to help track its progress.

### **Automatically routes trip request to approval managers**

Standard Routing rules for different request types can be used to route trip requests to a planning group where cost estimates can be determined, and the request routed to the appropriate budget owners for approval.

**Tracks availability and manages scheduling of vehicle and drivers**

For light requirements, the Reservations Module in FAMIS 360 can be used to track the availability and reserve both vehicles and drivers for specific days and/or times. The Reservation requests can be routed for approval before confirming the assigned driver.

For more complex requirements, the Accruent Room and Resource Scheduling application, EMS, provides a comprehensive system for managing trips and events.

**Displays scheduled trips on interactive calendar**

This functionality is available in the Accruent Room and Resource Scheduling application, EMS. The light Reservations module does not provide interactive calendar functionality.

**Tracks all trip related costs**

Trip related costs can be associated to the original request in FAMIS 360 or can be tracked within the Accruent Room and Resource Scheduling application, EMS.

### 13. Information Technology Asset Management

**Gathers and reports information about computer assets on your network, including hardware, software**

Partial. The FAMIS 360 Asset Management database can be setup to capture information on IT assets of all types with user-defined fields to track specific software and release levels on each device. The system does not have the ability to gather this information automatically, it must be gathered by the customer and may be entered manually or uploaded using the Bulk Upload tools.

**Network discovery scans provide an inventory of hardware and software**

No. The FAMIS 360 Asset Management database can be setup to capture information on IT assets of all types with user-defined fields to track specific software and release levels on each device. The system does not have the ability to gather this information automatically, it must be gathered by the customer and may be entered manually or uploaded using the Bulk Upload tools.

**Monitors assets at the component level and generates alerts for missing assets**

Partial. The FAMIS 360 Asset Tracking can be setup with Parent/Child relationships between assets and their component parts. FAMIS 360 also has an optional Asset Assistant mobile App that can be configured to execute a full physical inventory of Parent and Child assets with an Exception listing of any assets that are not located.

**Generates alerts for software license agreement violations and unauthorized software installations**

Partial. The FAMIS 360 Asset Management database can be setup to capture information on IT assets of all types with user-defined fields to track specific software and release levels on each device. User-defined tickler reports can be created within Accruent Analytics to compare installed software with user-provided licensing thresholds.

## Tab 3 – Performance Capability

### Company

#### **Brief history and description of Supplier to include experience providing similar products and services.**

At Accruent, we are setting new expectations for how data can fundamentally change the way you run your built environment and empower your people and systems to work together more seamlessly.

Accruent supports the management and operation of over eight billion square feet of property worldwide. We know that your physical resources – real estate, facilities, and assets – are the basis of your organization, because Intelligence for the Built Environment is more than a tagline, it’s our philosophy. With the help of Accruent’s best-in-class cloud solutions, Region 4 ESC can shed siloed technology and gain the clarity to make confident decisions for the future.

Our solutions provide you with the insights you need to deliver results and continuously improve your bottom line. This means supreme dedication to service with our customer-obsessed in-house development team, implementation specialists, and facility condition assessors.

The Product Management teams receive customer input through a variety of different interaction and feedback channels so that we are always aligned with our customers’ needs. New enhancements are

designed and delivered using an agile development methodology, incorporating updates into our solutions through multiple releases throughout the year. We hold regular webinars and supply many training opportunities to ensure our customers are always informed and able to take advantage of new functionalities as soon as they are made available.

Our core software implementation leadership comprises many decades 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 high success rate in implementing Accruent software on time and on budget.

Choosing Accruent means setting new expectations for how data can fundamentally change the way you run your built environment, and empower your people and systems to work together more seamlessly for greater ROI.

Accruent is organized as an LLC and wholly owned subsidiary and operating company of **Fortive Corporation**.



**1995**

Year founded



**HQ**

Austin, TX



**10K**

Customers



**22**

Global offices



**3M**

Managed assets



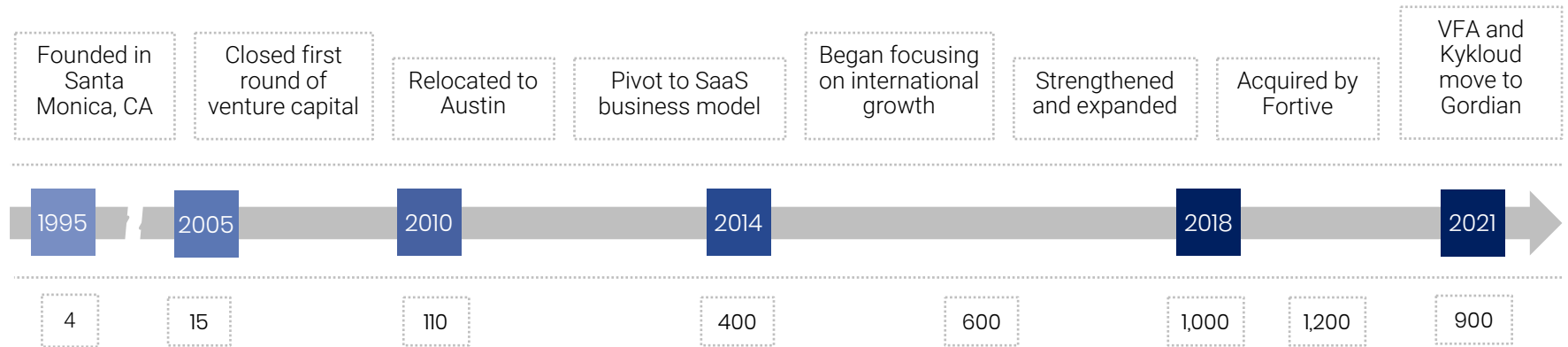
**8B**

Sq ft of managed property



Founded in 1995, Accruent’s initial focus was to provide a software solution for organizations to optimize profitability in lease administration processes. As time progressed, we began to lead the industry with a new generation of enterprise solutions designed to fully leverage real estate and facilities, including market planning, site selection, project management, lease administration, space utilization, and facilities management. We have developed over the years from small beginnings into a trusted multinational firm, and we will continue to grow with you, our customer. Have a look at our journey.

**OPERATIONAL HIGHLIGHTS**



**EMPLOYEES**

**ACQUISITIONS**



Figure: The Accruent timeline, detailing acquisition history and company vision.



**Total number and location of salespersons employed by Supplier.**

There are currently 66 individuals dedicated to Sales in the United States. All Accruent is currently working remotely.

**Number and location of support centers (if applicable) and location of corporate office.**

Accruent's headquarters and main support center is located in Austin, TX. Various local support teams are dotted around the U.S. and work remotely.

**Annual sales for the three previous fiscal years.**

2018: \$6,450,000,000

2019: \$7,400,000,000

2020: \$4,630,000,000

**Submit FEIN and Dunn & Bradstreet report.**

Accruent's Dun & Bradstreet number is 94-750-5822.

**Describe any green or environmental initiatives or policies.**

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 [2021 Fortive Sustainability 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.

**Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.**

Accruent recognizes the need to foster, cultivate, and especially preserve the diversity of a company and, as such, is committed to the creation of a workforce that is truly reflective of Accruent's global presence.

Accruent's efforts towards inclusion and diversity include its past sponsorships of events such as "Diversity in Tech," which brought in hundreds of job seekers and included a panel with representatives from top industry leaders including Dell, Google, and Austin's Mayor, Steven Adler. Accruent has also previously hosted a "Breaking the Glass," which focused on unconscious biases in the workforce.

Moreover, Accruent has developed Employee Resource Groups (ERGs) with the purpose of empowering people in the workplace who may share or be interested in the diverse aspects of their coworkers. Examples of Accruent's ERGs include EmpoWer, which is focused on the professional development of women in the workplace, and Accruent Pride, which centers on professional development, community networking, and support for LGBTQ+ individuals and their allies across the company.

Additionally, Accruent underscores integrity, openness, and collaboration through its own core values of Results Orientation, Respect, Winning Attitude, Drive to Excellence, Humility, and Grit. These principles encapsulates Accruent's core values and applies to all employees, contractors, and officers of the company and its subsidiary companies.

**Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:**

N/A

**List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.**

N/A

**Describe how supplier differentiates itself from its 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.

**Describe any present or past litigation, bankruptcy or reorganization involving supplier.**

N/A

**Felony Conviction Notice**

The supplier is a publicly held corporation and this reporting requirement is not applicable.

**Describe any debarment or suspension actions taken against supplier**

N/A

**Distribution, Logistics****Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.**

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 your costs

Accruent integrated workplace management systems provide solutions to manage every facet of the real estate and facilities lifecycle. Our IWMS software solutions help organizations achieve key organizational goals, whether those goals are revenue growth, expense control, improved decision-making in support of strategic planning, increased productivity, financial and regulatory compliance or sustainability. With our purpose-built industry solutions, Accruent is able to provide customers with products that offer better value, better functionality, and the right sets of features to improve productivity and revenue while reducing costs and frustrations.

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

Today, Accruent has over 10,000 customers across a diverse range of industries, from SMEs to the Fortune 500, which are operating our solutions around the globe. Accruent solutions are used to manage more than eight billion square feet of property worldwide. Since inception, Accruent's focus is software "for the physical world." Accruent offers a comprehensive and deep portfolio of software, enabling organizations to more effectively manage their real estate and physical assets. Our solutions cover longer term strategic planning (e.g., site surveys and selection, capital planning and lease accounting) through to implementation (e.g., Project Management) and day to day operation and controls (e.g., Space Management, Document Management, Industrial IoT for remote monitoring and management, energy management, compliance, predictive failure, work order management and field force management).

For more specific product information, please see the section [Tab 5 – Value Add](#).

**Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.**

Accruent software may be delivered and implemented fully remotely, with help from the client's IT resources. There are no geographical restrictions.

**Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.**

We sell direct only so they will be able to validate our pricing to the pricing structure we have submitted.

**Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.**

N/A

**Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.**

N/A

## Marketing and Sales

**Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide.**

Accruent will work with OMNIA 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.

Due to the previous partnership with OMNIA, 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 OMNIA 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.

**Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.**

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

**Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.**

Acknowledged.

**Confirm Supplier will be proactive in direct sales of Supplier’s goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners.**

Confirmed.

**Confirm Supplier will train its national sales force on the Master Agreement.**

Confirmed.

**Provide the name, title, email and phone number for the person(s), who will be responsible for:**

- |  |  |
|--|--|
| <p><b>i. Executive Support</b></p> <p>Pete Mansel, Sr Vice President, Sales<br/>Pete.mansel@accruent.com</p> | <p><b>v. Financial Reporting</b></p> <p>Tori Kenney, General Accountant<br/>Tori.kenney@accruent.com</p>                         |
| <p><b>ii. Marketing</b></p> <p>Adam O’Brien, Director, Product Marketing<br/>aobrien@accruent.com</p>        | <p><b>vi. Accounts Payable</b></p> <p>Jennifer Gustafson, Sr Accounts Payable Specialist<br/>Jennifer.gustafson@accruent.com</p> |
| <p><b>iii. Sales</b></p> <p>Pat Chiarelli, Sr Account Manager<br/>pchiarelli@accruent.com</p>                | <p><b>vii. Contracts</b></p> <p>Clay Sauncy, Director, Legal Counsel<br/>Clay.sauncy@accruent.com</p>                            |
| <p><b>iv. Sales Support</b></p> <p>Pat Chiarelli, Sr Account Manager<br/>pchiarelli@accruent.com</p>         |  |

**Describe in detail how Supplier’s national sales force is structured, including contact information for the highest-level executive in charge of the sales team.**

Accruent’s sales team is head by Melissa Hammerle, Commercial President ([melissa.hammerle@accruent.com](mailto:melissa.hammerle@accruent.com)). Six sales leaders report directly to her, including Pete Mansel, Senior Vice President. The teams under Pete are specialized by industry and region.

**Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.**

Accruent will create an OMNIA 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.

**Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.**

Accruent is composed of robust teams of individuals specialized in legal, marketing, finance, and sales, among others. We have had thriving partnerships with purchasing consortiums similar to OMNIA, and look forward to collaborating further.

**State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.**

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

**Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.**

Customers use an electronic procurement system ("EPS") from Ariba, to automate ordering, invoicing, receiving and tracking of goods and services purchased from its suppliers.

**Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").**

INTENTIONALLY OMITTED

**To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.**

Acknowledged.

**Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. Detail Supplier's strategies under these options when responding to a solicitation.**

We are extremely flexible in any of these situations and will strive to always guarantee the customer gets the best price based on their requirements and circumstance.

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**Describe how Offeror responds to emergency orders.**

Accruent provides a fully replicated disaster recovery (DR) site for the FAMIS 360 application. This warm DR replication is provided to a separate data center on a separate power grid from the production site. Disaster recovery contingencies are tested yearly at a minimum. Both the production and disaster recovery data centers are physically located in the United States.

Another key advantage of a true SaaS/Cloud solution is the inclusion of full disaster recovery contingencies as part of the annual recurring subscription fee. This provides clients with world-class disaster recovery backup without the need for the client to shoulder the costs of that disaster recovery backup themselves.

We provide disaster recovery support to 100% of our FAMIS 360 Cloud customers as a standard service with documented DR plans and validation testing to ensure that our customers' production environments are fully protected. This is one of the key differentiators between products that are designed for the Cloud and on-premise solutions that are being offered through hosting services. When evaluating vendors who offer disaster recovery as an optional service or as a "one-off" for a specific account, it is important to question how many of their customers use disaster recovery environments and whether the back-end processes to ensure delivery of that service are completely in place.

**Describe Offeror's return and restocking policy.**

If the services are not performed consistent with the warranty, Client shall promptly notify Accruent in writing of such claim. As Client's exclusive remedy for any claim under this warranty and provided that such claim is determined by Accruent to be Accruent's responsibility, Accruent shall, within 30 days of its receipt of Client's written notice, (i) re-perform the affected services so that they are conforming; (ii) provide Client with a plan reasonably acceptable to Client for re-performing the affected services; or (iii) if neither (i) nor (ii) can be accomplished with reasonable commercial efforts from Accruent, then Accruent or Client may terminate the affected service, and Client will be entitled to a refund of the pre-paid but unused portion of the fees paid for the affected service. The preceding warranty cure shall constitute Accruent's entire liability and Client's exclusive remedy for breach of the warranty set forth herein. If Client elects not to terminate the applicable service, Client waives all rights for the applicable warranty cure set forth herein.

**Describe Offeror's ability to meet service and warranty needs.**

We warrant that (i) the Software will perform materially in conformance with the Documentation provided and the Agreement, and (ii) the functionality and security of the Software will not materially decrease. If warranty is not met, Accruent may re-perform or provide a plan of re-performance within 30 days or either party may terminate with refund of pre-paid but unused fees.

**Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.**

Following production go live, the Professional Services Team would remain engaged for a stabilization period to ensure the software is operating in production as intended, then completing a structured handing over to the assigned Accruent Support Team.

During production run time, technical issues can then be raised by the client with Accruent Support via e-mail, phone or logged on Accruent's Support web portal (Accruent Access). Once logged the client would also have access to Accruent Access to review ticket status and update support information. Accruent Support would work with the client to resolve the issue in line with the proposed SLA and terms for our standard support service which have been priced as part of this response.

Accruent support would be available during the proposed standard business hours (7am to 7pm Eastern Time), but high severity incidents can be logged via phone after (outside of) these hours. This ensures the client would have the ability to immediately raise high severity incidents after hours to enable fuller support and prompt resolution of more critical service affecting incidents.

Accruent Support cases are classified using Severity levels, and Severity levels must be provided when logging a case. Accruent will validate and adjust the Severity when it does not match the criteria provided below:

Severity Level 1: Critical issue resulting in a complete system outage or major application failure, preventing a critical business process that has immediate financial impact or impact on data integrity. There is no workaround available. The response time for a Severity Level 1 issue is one business hour.

Severity Level 2: Serious issues preventing the execution of a critical business process, disrupting a major business function. The major functionality is severely impaired. Serious impact on daily functions or processing and there is no acceptable workaround. The response time for a Severity Level 2 issue is four business hours.

Severity Level 3: Issue that does not prevent the execution of a critical business process and does not impact data integrity. The problem may be circumvented using an available workaround. The response time for a Severity Level 3 issue is two business days.

Severity Level 4: An inquiry and/or low system/business process impact issue. Examples include cosmetic defects on screens, errors in documentation, or question/how-to type requests. The response time for a Severity Level 4 issue is three business days.

The Accruent support model may include a Customer Success Manager (CSM) if applicable to the negotiated contract. The CSM provides:

- Partnership way of working; open streams of communication and clear point of contact for queries or requirements
- Regular meeting cadence via a jointly agreed and implemented governance and service review model
- Championing Accruent's ongoing mission to listen to the voice of the customer
- Managing the ongoing account health
- Helping drive the client's roadmap and articulating the client needs within Accruent
- Proactive support
- Full 360 vision of the system and ongoing business requirements.

It is paramount for Accruent to drive effective, mutually efficient communication. The CSM acts as a key voice for the client within Accruent, whilst also focused on ensuring the client makes the most of the deployed platform, takes advantage of new functionality as it is released and provides appropriate governance, reporting and support for the client over the contract term.



**Describe Offeror’s invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.**

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.

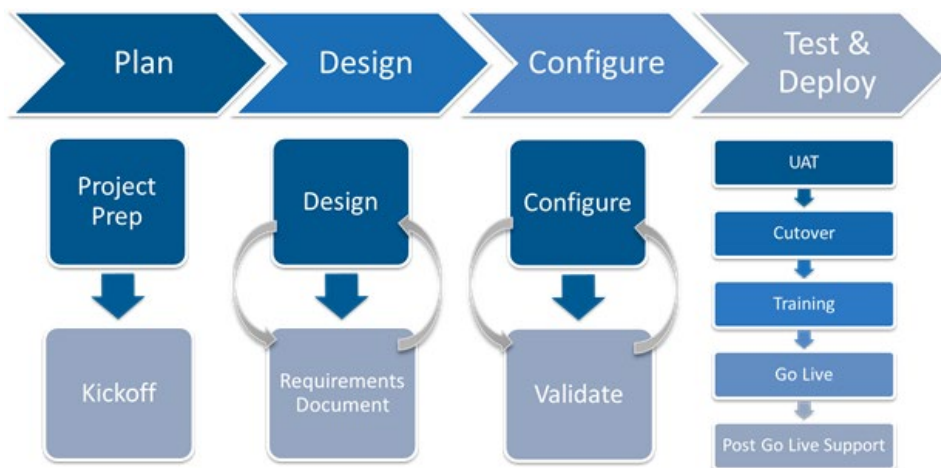
Suspension of Services and Acceleration: In the event any amounts are thirty (30) or more days overdue, Accruent may (without limiting any of its other rights and remedies) (i) suspend its performance and (ii) require full payment before any additional performance is rendered by Accruent and (iii) accelerate 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.

**Describe Offeror’s contract implementation/customer transition plan.**

Starting from an implementation framework based on industry best practices, the Accruent Professional Services team works closely with our customers’ subject matter experts to ensure a high-quality implementation by thoroughly understanding the nuances of each organization’s priorities and processes. Because FAMIS 360 is a SaaS application, minimal services are required of you during implementation. The rapid implementation and ease-of-use that result from this well-defined, highly repeatable process are unsurpassed by other vendors and their products, and help uniquely position Accruent to help clients realize maximum value from FAMIS 360 quickly and efficiently.



Accruent's implementation methodology consists of the following steps:

## Plan

Our Plan phase covers the launch of the project, during which we verify project objectives, scope & stakeholders, identify any known risks, and confirm expectations concerning project timeline and resourcing. Accruent and your Project Manager(s) organize a formal kick-off meeting to engage the greater project teams and present a first draft project schedule. Next, the Accruent team will conduct a product walkthrough to ensure that your team is familiar with the proposed solution; Accruent will then explain the data mapping process and set up the test and production environments. Following these initial meetings, the draft project plan will be revised based on resource limitations, dependencies, or other feedback provided by you, and a copy of the revised plan will be issued to your Project Manager for signoff.

## Design

Following project plan signoff, the project will enter the Design phase. In this phase, Accruent consultants will work directly with your subject matter experts to establish, document, and define processes and data mapping for the new application. Any necessary data cleansing will also take place during this phase. On-site Discovery Workshops can also be conducted during this stage for an additional fee. The final step in this phase will be customer signoff on documented design requirements and delivery of a clean data set to be converted into the configured system.

## Configure

During the 'Configure' phase, the Accruent team configures the application, converting **your** data and validating it in a Test environment based on requirements gathered during the Design phase. Once the Test environment has been configured and tested by Accruent teams, it will be turned over to **your** team to begin their testing.

## Test and Deploy

The Test and Deploy phase begins with User Acceptance Testing (UAT), during which your team will run through their processes in the application and work with the Accruent team to make any adjustments to configuration or data mapping before going live in a Production environment. Training is also conducted during this phase. **Your** System Administrators will be trained on all aspects of the application, including how to make configuration adjustments where needed so that you are empowered to keep the application updated as processes change over time. Once any changes requested during UAT are finalized, end users will be trained on the specific parts of the application that they will be using. On-site training sessions can also be conducted during this stage for an additional fee. Once training is complete and a cutover plan has been agreed upon by the Accruent and your Project Managers, Accruent will convert the final data set to a configured Production environment and the system will be ready for go-live. After going live, the project team remains available for any post-go-live support for up to two weeks before transitioning to the Accruent Support team and closing out the project.

**Describe the financial condition of Offeror.**

Accruent is wholly owned by Fortive Corporation, a publicly traded Fortune 500. Fortive's Annual Report may be seen here: <https://investors.fortive.com/financial-reports-filings/annual-reports-and-proxy-statements/default.aspx>

**Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.**

<https://www.accruent.com>

**Describe the Offeror's safety record.**

A Disaster Recovery Program is in-place and tested twice a year (once actual and once walkthrough).

Accruent has a dedicated security team, corporate legal counsel, and an internal auditor from Fortive (the parent company) that work to stay up to date on business and regulatory requirements and use them to inform policies and processes throughout the organization.

Our information security framework is heavily influenced by the ISO27001 framework for overall governance, and NIST SP 800-53 for the selection and implementation of security and privacy controls for information systems, though we do not hold official certification. Accruent's management policies and communications are directed at ensuring that personnel understand the entity's objectives including information systems and authorizations for any changes.

A full set of policies exists including, but not limited to: Information security, change management, incident management, segregation of duties, business continuity, disaster recover, acceptable use, data classification, privacy, data retention, risk assessment, etc. Internal risk assessments and external audits are done to verify compliance with regulatory requirements and policies.

User activity is recorded and available from the front end. System/Event level logging is available on backend systems only to Accruent employees. In general, the audit information consists of created by/created date/last modified by/last modified date. Some processes like the work order lifecycle retain detailed historical changes for the state transitions and work done on the work order. Logs are not exported out to the customer. Audit information is available for any data that is accessible through APIs. The work order history is available through the APIs.

All visitors are required to check in with the receptionist and indicate their name, point of contact, arrival, and departure time. Authorized visitors will receive directions or be escorted to their destination. Employees are responsible for the conduct and safety of their visitors. Surveillance cameras are positioned at all ingress points with footage retention of 30 days.

**Provide any additional information relevant to this section.**

None.

## Tab 4 – Qualification and Experience

### **Provide a brief history of the Offeror, including year it was established and corporate office location.**

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.

**Describe Offeror's reputation 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.

**Describe Offeror's reputation of products and services in the marketplace.**

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.

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.

**Describe the experience and qualification of key employees.**

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. 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.

**Describe Offeror's experience working with the government sector.**

Specifically with respect to services, Accruent is distinguished from the other vendors responding to this RFP primarily by way of our experience and industry knowledge. Nearly 20% of our business is focused on Public Sector and Education customers, with successful implementations in K-12, higher ed, municipalities, and governmental departments, among many others.

**Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.**

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

**Provide a minimum of 10 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.**

Reference	Contact	Years Serviced	FAMIS Modules Installed
Anoka County Anoka, MN	Lori Cram, Business Analyst <a href="mailto:lori.cram@co.anoka.mn.us">lori.cram@co.anoka.mn.us</a> (763)324-1939	9 years	Maintenance Management, Inspections, Inventory, Mobile
Columbia College Chicago, IL	Sarah McGing, Dir, Operations <a href="mailto:smcging@colum.edu">smcging@colum.edu</a> 312.369.7212	8 years	Maintenance Management, Inspections, Inventory, Space Mgmt.
Cuyahoga Community College Cleveland, OH	Mark Green, Dir, Facilities <a href="mailto:mark.green@tri-c.edu">mark.green@tri-c.edu</a> 216-987-3476	9 years	Maintenance Management, Inspections, Inventory
University of Montana System Missoula, MT	Brian Kerns, Project Engineer <a href="mailto:Brian.kerns@umontana.edu">Brian.kerns@umontana.edu</a> 406-243-2144	3 years	Maintenance Management, Inspections, Inventory, Mobile, 4 campuses, EMS
University of Arkansas Fayetteville, AR	Laura Shiver, CMMS Administrator <a href="mailto:lshiver@uark.edu">lshiver@uark.edu</a> (479) 575-2033	12 years	Maintenance Management, Inspections, Inventory, Space Mgmt., Mobile, EMS
University of North Florida Jacksonville, FL	Paul Yeoman, Asst Dir, Facilities <a href="mailto:pyeoman@unf.edu">pyeoman@unf.edu</a> 904-620-2936	20 years	Maintenance Management, Inspections, Inventory, Utilities, Space Mgmt., Mobile, EMS
Cook County Chicago, IL	Earl Manning, Director of Capital Planning <a href="mailto:earl.manning@cookcountyil.gov">earl.manning@cookcountyil.gov</a> (312) 603-0312	5 years	Maintenance Management, Inventory, Mobile
Fresno County Fresno, CA	Chris Jones <a href="mailto:chjones@fresnocountyca.gov">chjones@fresnocountyca.gov</a> (559) 600-5996	9 years	Space Mgmt., Mobile, Maintenance Management
USC Los Angeles, CA	Paul Flores <a href="mailto:paulf@usc.edu">paulf@usc.edu</a> (213) 740-2412	22 years	Maintenance Management, Inspections, Inventory, VFA, Space Mgmt., Mobile, EMS
City of Anaheim Anaheim, CA	Jacob Zamora <a href="mailto:jzamora@anaheim.net">jzamora@anaheim.net</a> 714.765.6807	18 years	Maintenance Management, Inventory, Mobile

## Tab 5 – Value Add



### 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.



## Schedule, Track, and Report with EMS

### Room and Resource Scheduling Software

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**

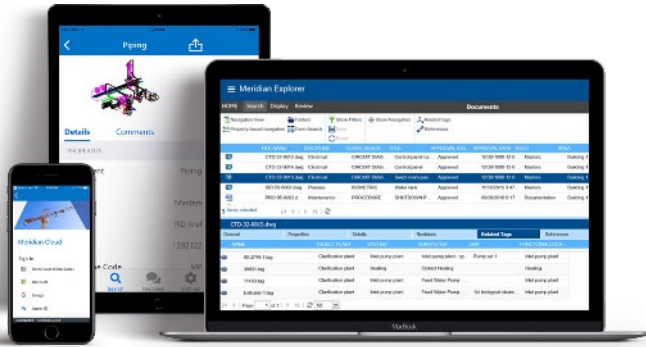
a quarter of F500 companies use EMS

### Hosted the Way You Want

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.





## Meridian Provides a Single Source of Truth

### Enterprise Engineering Document Management Software

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**

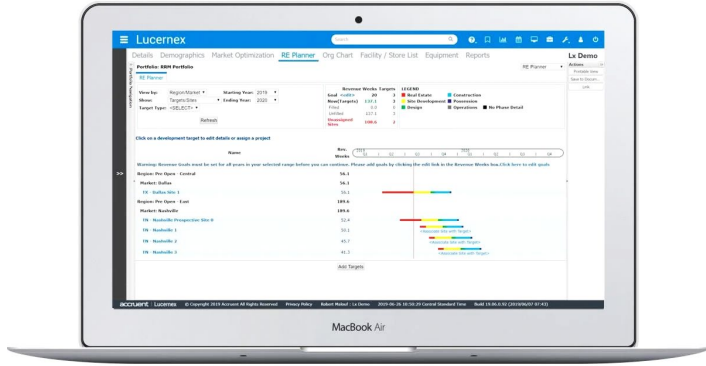
of industry experience

**CAD-ready software**

and many more integrations

### Manage All Mission-Critical Document Types

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.



## Make Informed Decisions with Lucernex Lease Administration and Accounting Software for Real Estate and Equipment

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

## FASB and IASB Compliance

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.



## Implement Predictive Maintenance with vx Observe

### IoT Remote Monitoring Solutions

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.

### Monitor All Your Mission-Critical Equipment in One Place

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

### vx Observe Integrates with Nearly Any Software, Asset, and Device

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.

**STATE OF NEW JERSEY**  
**Division of Purchase & Property**  
**Contract Compliance Audit Unit**  
**EEO Monitoring Program**  
**EMPLOYEE INFORMATION REPORT**

**IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to: [http://www.state.nj.us/treasury/contract\\_compliance/pdf/aa302ins.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf)**

**SECTION A - COMPANY IDENTIFICATION**

1. FID. NO. OR SOCIAL SECURITY <b>27-1433889</b>	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input checked="" type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY <b>1200</b>	
4. COMPANY NAME <b>Accruent</b>			
5. STREET <b>11500 Alterra Pkwy Suite 100</b> CITY <b>Austin</b> COUNTY <b>Travis</b> STATE <b>Texas</b> ZIP CODE <b>78758</b>			
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)    CITY    STATE    ZIP CODE <b>N/A</b>			
7. CHECK ONE: IS THE COMPANY: <input checked="" type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER			
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ			
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT			
10. PUBLIC AGENCY AWARDED CONTRACT    CITY    COUNTY    STATE    ZIP CODE <b>Ocean County College- 1 College Dr, Toms River, NJ, 08754</b>			
Official Use Only	DATE RECEIVED	INAUG DATE	ASSIGNED CERTIFICATION NUMBER


**SECTION B - EMPLOYMENT DATA**

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
	COL. 1 TOTAL (Cols.2 &3)	COL. 2 MALE	COL. 3 FEMALE	MALE					FEMALE				
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/ Managers	166	109	57	1	7	1	9	89		3	1	4	46
Professionals	562	365	197	19	21	1	32	282	14	14	2	33	125
Technicians													
Sales Workers	51	41	10		2		1	37					10
Office & Clerical	404	279	125	3	2			15	6	5	1	3	13
Craftworkers (Skilled)													
Operatives (Semi-skilled)													
Laborers (Unskilled)													
Service Workers													
TOTAL													
Total employment From previous Report (if any)													
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input checked="" type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input checked="" type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: <b>09-06-2020</b> To: <b>09-19-2020</b>		

**SECTION C - SIGNATURE AND IDENTIFICATION**

16. NAME OF PERSON COMPLETING FORM (Print or Type) <b>Jenna Schlueter</b>	SIGNATURE 	TITLE <b>Associate HR Generalist</b>	DATE MO   DAY   YEAR <b>11   13   2020</b>
17. ADDRESS NO. & STREET    CITY    COUNTY    STATE    ZIP CODE    PHONE (AREA CODE, NO., EXTENSION) <b>11500 Alterra Pkwy Suite 100    Austin    Travis    Texas    78758    -    -</b>			

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

Certificate Number:  
 2021-797437

Date Filed:  
 08/31/2021

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 Accruent, LLC  
 Austin, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
 Region 4 Education Service Center

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
 Solicitation Number 21-07  
 Facilities Management Software and Solutions

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Accruent LLC	Austin, TX United States		X
	Fortive Corporation	Everett, WA United States	X	

**5 Check only if there is NO Interested Party.**


**6 UNSWORN DECLARATION**

My name is Kate Morgan, and my date of birth is March 2, 1977.

My address is 925 US Route 11N, Tully, NY, 13159, USA.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 1st day of September, 20 21.  
(month) (year)

DocuSigned by:  
  
 BA4048 Signature of authorized agent of contracting business entity (Declarant)

Appendix C, Doc #1

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

**OPEN RECORDS POLICY**

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is 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.

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

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

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

*(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)*

8/11/2021

Date

DocuSigned by:

*Kate Morgan*

CFO

Authorized Signature & Title

Appendix C, Doc #2

**ANTITRUST CERTIFICATION STATEMENTS**  
**(Tex. Government Code § 2155.005)**  
Attorney General Form

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

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

<b>Company</b>	Accruent, LLC	<b>Contact</b>	
	11500 Alterra Parkway, Suite 110		<b>Signature</b>
	Austin, TX 78758		Pat Chiarelli
<b>Address</b>			<b>Printed Name</b>
			Sr Account Executive
			<b>Position with Company</b>
		<b>Official Authorizing Proposal</b>	<small>DocuSigned by:</small>
			<i>Kate Morgan</i>
			<small>BA404EF1F14446...</small>
			<b>Signature</b>
			Kate Morgan
<b>Phone</b>	512.861.0726		<b>Printed Name</b>
			Chief Financial Officer
<b>Fax</b>	412.256.9040		<b>Position with Company</b>

Appendix C, DOC # 4

**Texas Government Code 2270 Verification Form**

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Kate Morgan, as an authorized representative of

Accruent, LLC, a contractor engaged by

Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

DocuSigned by:

*Kate Morgan*

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Signature of Named Authorized Company Representative

8/11/2021

Date



**Exhibit F**  
**Federal Funds Certifications**

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

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**TO WHOM IT MAY CONCERN:**

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

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**DEFINITIONS**

**Contract** means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

**Contractor** means an entity that receives a contract as defined in Contract.

**Cooperative agreement** means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302-6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
  - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
  - (2) An agreement that provides only:
    - (i) Direct United States Government cash assistance to an individual;
    - (ii) A subsidy;
    - (iii) A loan;
    - (iv) A loan guarantee; or
    - (v) Insurance.

**Federal awarding agency** means the Federal agency that provides a Federal award directly to a non-Federal entity

**Federal award** has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

**Non-Federal entity** means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

**Nonprofit organization** means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

**Obligations** means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

**Pass-through entity** means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

**Recipient** means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

**Simplified acquisition threshold** means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

**Subaward** means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

**Subrecipient** means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

**Termination** means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

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

---

**APPENDIX II TO 2 CFR PART 200**

**(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

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

Does offeror agree? YES \_\_\_\_\_ <sup>DS</sup>  
*km* Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES \_\_\_\_\_ <sup>DS</sup>  
*km* Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

DocuSigned by:

Does offeror agree to abide by the above? YES

*Kate Morgan*

Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES

*KM*

Initials of Authorized Representative of offeror

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

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

Does offeror agree? YES

*KM*

Initials of Authorized Representative of offeror

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

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

Does offeror agree? YES

*KM*

Initials of Authorized Representative of offeror

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

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

Does offeror agree? YES         DS  
KM         Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES         KM         Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

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

Does offeror agree? YES         KM         Initials of Authorized Representative of offeror

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

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES         KM         Initials of Authorized Representative of offeror

**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

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

Does offeror agree? YES         KM         Initials of Authorized Representative of offeror

**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES DS KM Initials of Authorized Representative of offeror

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

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

Does offeror agree? YES DS KM Initials of Authorized Representative of offeror

**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

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

Does offeror agree? YES DS KM Initials of Authorized Representative of offeror

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

Offeror's Name: Accruent, LLC

Address, City, State, and Zip Code: 11500 Alterra Parkway, Suite 110, Austin, TX 78757

Phone Number: 512.861.0726 Fax Number: 412.256.9040

Printed Name and Title of Authorized Representative: Kate Morgan, Chief Financial Officer

Email Address: kate.morgan@accruent.com

Signature of Authorized Representative: DS Kate Morgan Date: 8/11/2021  
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## FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

“Contract” in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the “Master Agreement”.

“Contractor” in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as “Supplier” or “Awarded Supplier”.

### **Conflicts of Interest**

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a “financial interest” to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an “apparent” conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency (“NFE”) must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE’s may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE’s written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE’s employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

### **Contractor Integrity**

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

### **Public Policy**

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

### **Affirmative Steps**

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises; and

5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

### **Prevailing Wage Requirements**

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

### **Federal Requirements**

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

### **2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses**

#### **1. Termination for Convenience:**

The right to terminate this Contract for the convenience of the Participating Public Agency is retained by the Participating Public Agency. In the event of a termination for convenience by the Participating Public Agency, the Participating Public Agency shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by the Participating Public Agency, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by the Participating Public Agency but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by the Participating Public Agency in connection with the Scope of Work in place which is completed as of the date of termination by the Participating Public Agency and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

#### **2. Equal Employment Opportunity:**

The Participating Public Agency highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the



contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

#### 4. Davis Bacon Act and Copeland Anti-Kickback Act.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act."** However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

5. Contract Work Hours and Safety Standards Act.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

“Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

6. Rights to Inventions Made Under a Contract or Agreement.

- a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as**

FEMA awards under these programs do not meet the definition of “funding agreement.”

- b. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

- c. The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.
7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

- a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

“Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

8. Debarment and Suspension.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).

- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*].* A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at [www.sam.gov](http://www.sam.gov). See 2 C.F.R. § 180.530; *PDAT Supplement*, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.
- d. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- e. Specifically, a covered transaction includes the following contracts for goods or services:
- (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
  - (2) The contract requires the approval of FEMA, regardless of amount.
  - (3) The contract is for federally required audit services.
  - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

“Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the

period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ 1; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- d. The following provides a Byrd Anti-Lobbying contract clause:

“Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

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

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, “Disclosure Form to Report

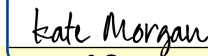
Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**The Contractor, Accruent, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.**

DocuSigned by:



**Signature of Contractor's Authorized Official**

Kate Morgan, Chief Financial Officer

**Name and Title of Contractor's Authorized Official**

8/11/2021

**Date**

10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; PDAT Supplement, Chapter V, ¶ 7.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

“(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the

contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>."

11. Additional FEMA Requirements.

a. The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

b. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."



12. DHS Seal, Logo, and Flags.

- a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
- b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: “The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.”

13. Compliance with Federal Law, Regulations, and Executive Orders.

- a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: “This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: “The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

15. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: “The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.”

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

**Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.**

Offeror's Name: Accruent, LLC

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

Phone Number: 512.861.0726 Fax Number: 412.256.9040

Printed Name and Title of Authorized Representative

Kate Morgan, Chief Financial Officer

Email Address: kate.morgan@accruent.com

Signature of Authorized Representative:  Date: 8/11/2021

**Exhibit G**  
**New Jersey Business Compliance**

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**NEW JERSEY BUSINESS COMPLIANCE**

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Certification of Non-Involvement in Prohibited Activities in Iran
DOC #7	New Jersey Business Registration Certificate

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

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

DOC #1

**STATEMENT OF OWNERSHIP DISCLOSURE****N.J.S.A. 52:25-24.2** (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

**This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.**

**Name of Organization:** \_\_\_\_\_

**Organization Address:** \_\_\_\_\_

**Part I** Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type)     Limited Liability Company (LLC)
- Partnership         Limited Partnership         Limited Liability Partnership (LLP)
- Other (be specific): \_\_\_\_\_

**Part II**

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Fortive Corporation	6920 Seaway Boulevard, Everett, Washington 98203

### **Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

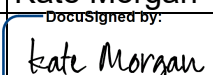
Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
<a href="https://www.sec.gov/Archives/edgar/data/0001659166/000110465921049180/tv0030-fortivecorp.htm">https://www.sec.gov/Archives/edgar/data/0001659166/000110465921049180/tv0030-fortivecorp.htm</a>	

**Please list** the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

### **Part IV Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Kate Morgan	Title:	Chief Financial Officer
Signature:	 BA404EF1F144446...	Date:	8/11/2021

DOC #2

**NON-COLLUSION AFFIDAVIT**

<b>STANDARD BID DOCUMENT REFERENCE</b>	
	<b>Reference: VII-H</b>
Name of Form:	<b>NON-COLLUSION AFFIDAVIT</b>
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

**NON-COLLUSION AFFIDAVIT**

State of New Jersey  
County of \_\_\_\_\_

ss:

I, \_\_\_\_\_ residing in \_\_\_\_\_  
(name of affiant) (name of municipality)  
in the County of \_\_\_\_\_ and State of \_\_\_\_\_ of full  
age, being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_  
(title or position) (name of firm)

\_\_\_\_\_ the bidder making this Proposal for the bid

entitled \_\_\_\_\_, and that I executed the said proposal with  
(title of bid proposal)  
full authority to do so that said bidder has not, directly or indirectly entered into any agreement,  
participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in  
connection with the above named project; and that all statements contained in said proposal and in this  
affidavit are true and correct, and made with full knowledge that the \_\_\_\_\_  
\_\_\_\_\_ relies upon the truth of the statements contained in said Proposal  
(name of contracting unit)  
and in the statements contained in this affidavit in awarding the contract for the said project.

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

Subscribed and sworn to

before me this day

\_\_\_\_\_, 2\_\_\_\_\_

Signature

\_\_\_\_\_ or print name of affiant under signature)

Notary public of

My Commission expires \_\_\_\_\_

(Seal)

DOC #3

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

**Company Name:** Accruent, LLC

**Street:** 11500 Alterra Parkway, Suite 110

**City, State, Zip Code:** Austin, TX 78758

**Proposal Certification:**

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

**Required Affirmative Action Evidence:**

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

OR

2. A photo copy of their Certificate of Employee Information Report

OR

3. A complete Affirmative Action Employee Information Report (AA302)

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

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the

B. Approved Federal or New Jersey Plan – certificate enclosed

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

8/11/2021

**Date**

DocuSigned by:

*Kate Morgan*

CFO

BA404EF15144446

**Authorized Signature and Title**



DOC #3, continued

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

**PROCUREMENT, PROFESSIONAL AND SERVICE**  
**CONTRACTS**

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

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

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

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

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

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

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

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

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

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

DocuSigned by:

*Kate Morgan*

BA404EF1F144316

Signature of Procurement Agent

## DOC #4

**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM****Public Agency Instructions**

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 ([http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
  - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
  - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d. The form may be used “as-is”, subject to edits as described herein.
  - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at [http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

## DOC #4, continued

**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM****Contractor Instructions**

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

- any State, county, or municipal committee of a political party
- any legislative leadership committee\*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

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

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

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

DOC #4, continued

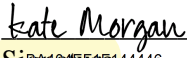
**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**  
Required Pursuant to N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.**

**Part I – Vendor Information**

Vendor Name:	Accruent, LLC		
Address:	11500 Alterra Parkway, Suite 110		
City:	Austin	State: TX	Zip: 78758

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

DocuSigned by:  
  
 Signature Kate Morgan Printed Name Chief Financial Officer Title

**Part II - Contribution Disclosure**

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

Check here if the information is continued on subsequent page(s)

DOC #4, continued

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

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

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

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD  
FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A  
COUNTY-BASED, CUSTOMIZABLE FORM.**

DOC #5

**STOCKHOLDER DISCLOSURE CERTIFICATION**

**Name of Business:**

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

**OR**

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

**Check the box that represents the type of business organization:**

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

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

Stockholders:

Name:	The Vanguard Group 100 Vanguard Blvd.	Name:	
Home Address:	Malvern, PA 19355	Home Address:	
Name:		Name:	
Home Address:		Home Address:	
Name:		Name:	
Home Address:		Home Address:	

Subscribed and sworn before me this ____ day of _____, 2__.	_____
(Notary Public)	(Affiant)
My Commission expires:	_____
	(Print name & title of affiant)
	(Corporate Seal)

DOC #6

### **Certification of Non-Involvement in Prohibited Activities in Iran**

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury’s List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

[http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure\\_investmentact.pdf](http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf).

Offerors should submit the above form completed with their proposal.

DOC #7

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE  
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<https://www.njportal.com/DOR/BusinessRegistration/>



DOC #8

**EEOAA EVIDENCE**

Equal Employment Opportunity/Affirmative Action  
Goods, Professional Services & General Service Projects

**EEO/AA Evidence**

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

**One** of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at: [http://www.state.nj.us/treasury/contract\\_compliance/pdf/pa.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/pa.pdf) for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Kate Morgan

Title: Chief Financial Officer

Signature:  BA404EF1F144446...

Date: 8/11/2021

DOC #9  
MCBRIDE-PRINCIPLES



**STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY**

33 WEST STATE STREET, P.O. BOX 230  
TRENTON, NEW JERSEY 08625-0230

**MACBRIDE PRINCIPALS FORM**

**BID SOLICITATION #:** \_\_\_\_\_

**VENDOR/BIDDER:** \_\_\_\_\_

**VENDOR'S/BIDDER'S REQUIREMENT  
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS  
AND NORTHERN IRELAND ACT OF 1989**

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

**CHECK THE APPROPRIATE BOX**

The Vendor/Bidder has no business operations in Northern Ireland; or

**OR**

The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of **my** agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

DocuSigned by:

*Kate Morgan*

8/11/2021

Signature F1F14446...

Date

Kate Morgan, Chief Financial Officer

Print Name and Title

STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY  
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number: 21-07

Bidder/Offeror: Accruent, LLC

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

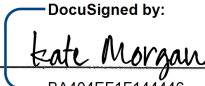
EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name \_\_\_\_\_ Relationship to Bidder/Offeror \_\_\_\_\_  
Description of Activities \_\_\_\_\_  
Duration of Engagement \_\_\_\_\_ Anticipated Cessation Date \_\_\_\_\_  
Bidder/Offeror Contact Name \_\_\_\_\_ Contact Phone Number \_\_\_\_\_

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Kate Morgan  
Title: Chief Financial Officer

Signature:   
Date: 8/11/2021



7145 West Tidwell Road ~ Houston, Texas 77092  
(713)-462-7708  
[www.esc4.net](http://www.esc4.net)

NOTICE TO OFFEROR

ADDENDUM NO. 1

Solicitation Number 21-07

Request for Proposal ("RFP")  
by

Region 4 Education Service Center ("ESC")  
for  
Facilities Management Software & Solutions

**SUBMITTAL DEADLINE:** Tuesday, September 7, 2021, 10:00 AM CST

This Addendum No. 1 amends the Request for Proposals (RFP) for Facilities Management Software Solutions ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified suppliers with the intent to enter into a Contract for Facilities Management Software. Addendum No. 1 is hereby issued as follows:

1. **Approval from Region 4 ESC:** The approval date for the contract(s) as a result from this RFP is hereby changed from Tuesday, October 19, 2021, to the date below:
  - Tuesday, October 26, 2021

**RECEIPT OF ADDENDUM NO.1 ACKNOWLEDGEMENT**

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Accruent LLC

Contact Person PAT Chiavelli

Signature 

Date 9/21/2021

Crystal Wallace  
Region 4 Education Service Center  
Business Operations Specialist