

STATE OF TEXAS

§

COUNTY OF FORT BEND

§

§

RENEWAL OF FACILITYDUDE.COM SOFTWARE MAINTENANCE

THIS RENEWAL ("Renewal") is entered into by and between Fort Bend County ("County"), a body corporate and politic under the laws of the State of Texas, and FacilityDude.com, ("Facility Dude"), a company authorized to conduct business in the State of Texas (hereinafter referred to collectively as "Parties").

WHEREAS, the Parties have previously executed and accepted the software license and maintenance agreement ("Agreement" and attached as "Attachment A");

WHEREAS, County desires to renew the software maintenance services as described in Attachment B;

NOW, THEREFORE, in consideration of the foregoing, the Agreement between the County and Facility Dude is hereby amended as follows:

- 1. County shall renew the software maintenance services provided by Facility Dude at an amount of \$33,373.20 which will expire on September 30, 2017 as indictaed in the Renewal Notice (attached as "Attachment B").

MWB

Except as modified herein, the terms of the Agreement remain in full force and effect. If there is a conflict between this Renewal and the Agreement, the provisions of this Renewal shall prevail. This Renewal shall be effective upon execution by the County.

FORT BEND COUNTY

Robert E. Hebert

Robert E. Hebert, County Judge

12-13-14
Date

FACILITYDUDE.COM

Scott V. Carpenter

Authorized Agent - Signature

Scott V. Carpenter
Authorized Agent- Printed Name

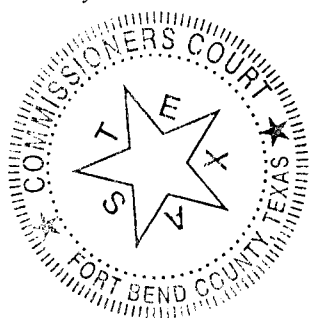
ATTEST:

Laura Richard

Laura Richard, County Clerk

Sr. VP, Sales
Title

11/21/16
Date



AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$33,373.20 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

A handwritten signature in black ink, appearing to read "Robert Ed Sturdivant", is written over a horizontal line.

Robert Ed Sturdivant, County Auditor

Attachment A

STATE OF TEXAS

§

COUNTY OF FORT BEND

§

§

ADDENDUM TO FACILITYDUDE.COM SOFTWARE AGREEMENT

THIS ADDENDUM is entered into by and between Fort Bend County ("County"), a body corporate and politic under the laws of the State of Texas, and FacilityDude.com, ("Facility Dude"), a company authorized to conduct business in the State of Texas.

THAT, WHEREAS, the parties have executed and accepted that certain software license for MaintenanceEdge and InventoryEdge software and services, ("Agreement"), attached hereto as "Exhibit A" and incorporated by reference; and

WHEREAS, the following changes are incorporated as if a part of the Agreement:

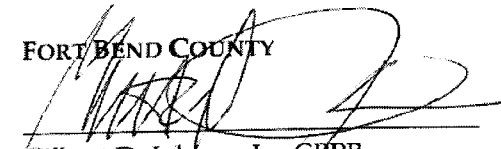
1. **Payment.** Payment shall be made by County within thirty (30) days of receipt of invoice.
2. **Non-appropriation.** It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County.
3. **Taxes.** County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.
4. **Travel.** County shall reimburse Facility Dude for any expenditures related to travel by Facility Dude arising out of Facility Dude's performance of onsite training arising from the Agreement in accordance with County's Travel policy attached hereto as "Exhibit B". Receipts evidencing travel related expenditures made by Facility Dude shall be submitted to the County Auditor's Office:
Fort Bend County Auditor
Attn: Robert Ed Sturdivant
301 Jackson Street, Suite 701,
Richmond, TX 77469
5. **Confidential Information.** Facility Dude expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Facility Dude shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed.
6. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless Facility Dude for any reason are hereby deleted.

MSB

7. **Attorney Fees.** County does not agree to pay any and/or all attorney fees incurred by Facility Dude in any way associated with the Agreement.
8. **Arbitration.** County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted.
9. **Applicable Law.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.
10. **Insurance.** Prior to commencement of the services described in Exhibit A, Facility Dude shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Facility Dude shall provide certified copies of insurance endorsements and/or policies if requested by County. Facility Dude shall maintain such insurance coverage from the time services commence until services are completed and provide replacement certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services. Facility Dude shall obtain such insurance written on an Occurrence form from such companies having Bests' rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
 - a. Workers' Compensation insurance - substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
 - b. Commercial General Liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
 - c. Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
 - d. Professional Liability insurance with limits not less than \$1,000,000.County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies including Workers' Compensation written on behalf of Facility Dude shall contain a waiver of subrogation in favor of County and members of Commissioners Court. If required coverage is written on a claims-made basis, Facility Dude warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.
11. **Conflict.** The terms of this Agreement expressly modify the Terms and Use contained in Exhibit A. In the event there is a conflict between this Agreement and the attached Exhibit, this Agreement controls.

MS

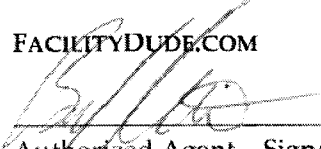
FORT BEND COUNTY


Gilbert D. Jalomo, Jr., CPPB
Purchasing Agent

2-17-16

Date

FACILITYDUDE.COM


Authorized Agent - Signature

Brian Carter
Authorized Agent- Printed Name

Vice President, Sales
Title

2/16/16
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$46,610.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.


Robert Ed Sturdivant, County Auditor

MB

Exhibit A

MB



**SIMPLE, AFFORDABLE
ON THE TOOLS TO MANAGE
YOUR FACILITIES.**

FACILITY DUDE

2/2/2016

Jamie Knight
Fort Bend County
301 Jackson Street
Richmond, TX 77469-3108

Dear Jamie,

Thank you for your interest in FacilityDude's affordable suite of powerful, easy-to-use online tools that allow you to save money, increase efficiency, and improve services. FacilityDude is dedicated to providing best in class solutions with unlimited training and support. Ask us about our other affordable online solutions that are built exclusively for organizations just like Fort Bend County. Pricing is based on the total square footage of your facilities.

*Total Square Footage of Facilities: 2,698,112
Pricing includes Unlimited Licenses for Facilities Maintenance Mangement Usage*

Item	Term	Investment
Initial Investment for MaintenanceEdge	1 st year	\$38,330.00
	BuyBoard #501-15 Now – September 30 th , 2016	\$27,618.45
Initial Investment for InventoryEdge	1 st year	\$13,270.00
	BuyBoard #501-15 Now – September 30 th , 2016	\$9,592.25
Imports: Equipment, Inventory & Locations	One Time	\$4,800.00

Total Initial Investment	\$56,400.00 \$42,010.70
---------------------------------	--

The annual renewal amount for MaintenanceEdge & InventoryEdge for Year 2 is **\$33,373.20**
The annual renewal amount for MaintenanceEdge & InventoryEdge for Year 3 is **\$33,373.20**

Optional Additional Products and Services Discussed:

Onsite Training *Separate Proposal Provided with Onsite T&C*	2 Days	\$4,600.00
--	--------	------------

Terms of Service:

- Proposal has been prepared for Fort Bend County.
- Proposal is valid for 30 days.
- Initial Term: Now – September 30th, 2016
- Payment Terms of Initial Term – 50% of Initial Investment Invoiced at Signing with net 30 terms, with other 50% to be invoiced upon completion of implementation at 90 days post signing with net 30 terms. After initial term the standard payment terms apply.
- Automatic invoicing of annual fee will occur at the end of each term unless request for non-renewal is received in writing 30 days prior to renewal date.
- Payment: Terms are net 30 days.
- Applicable sales taxes are in addition to the quoted price. If Fort Bend County is tax exempt please email a copy of your Tax Exemption Certificate to accounting@facilitydude.com.
- Please address purchase order to: FacilityDude.com, 11000 Regency Parkway Suite 200, Cary, NC 27518
- Training and startup assistance are available in an online format and through telephone support as indicated on our website.
- Technical Support is available from 8am to 6pm EST. Please call (877)655-3833 for or email support@facilitydude.com for technical support.
- Subscription begins upon written acceptance of terms and conditions of the proposal.
- Additional data imports, project management, and onsite training not listed above are outside of the scope of this proposal and are available at an additional cost.
- FacilityDude.com's Terms of Use are governed by our online terms of use statement available at: <http://facilitydude.com/privacy-terms-of-use/>.

Payment and Delivery Terms:

- If within 60 days of order you are not completely satisfied, you can cancel your service for a full refund.
- FacilityDude.com solutions are delivered for the client to access within 24 hours of the order.

At FacilityDude, we are happy to work with your yearly budgeting cycle. If you would prefer a pro-rated annual fee based on your budget cycle, please let me know. I will provide you with the pro-rated cost based on the number of months remaining in your fiscal year.

Thanks again for your interest in utilizing our web-native solutions to integrate and more efficiently manage your operations. Please feel free to contact me with any questions at 919-674-8728 or by email at jolie@facilitydude.com

Sincerely,

Jolie Medlin
Account Representative
Cell 919-302-6840
Office 919-674-8728
jolie@facilitydude.com
Fax 919-827-0693



**SIMPLE, AFFORDABLE
ONLINE TOOLS TO MANAGE
YOUR FACILITIES.**

**FACILITY
DUDE**

Fort Bend County Timeline

Task	Due Date	Responsible Party	Client Time Invested	Length of Call/Meeting
Planning Call				
Planning call to discuss goals/timeline	March 1, 2016	Client, FD	1 Hour	1 Hour
Provide Import Documents (PM Schedules, Equipment, Locations, & Users)	Week 1	Client	TBD	TBD
ME Implementation				
Receive spreadsheets from Client/Review spreadsheets	Week 4-6	Client, FD	3 Hours a Week (to gather info for importing)	60-90 minutes
Import Data	Week 7	FD	N/A	Up to 3 Days
Onsite Days (see Onsite Timetable)	Week 8	Client, FD	2 Days	2 Days
IE Implementation				
Receive spreadsheet from Client/Review spreadsheets	Week 4-6	Client, FD	3 Hours a Week (to gather info for importing)	60-90 minutes
Import Data	Week 7	FD	N/A	Up to 3 Days
Onsite Day (see Onsite Timetable)	Week 8	Client, FD	2 Days	2 Days
Launch	June 30	Client	Client	N/A

Onsite Day 1 (Week 8) – One Client Enablement Specialist

MaintenanceEdge and InventoryEdge: Account Admin – Review Account Setup
Work Order: Account Admin - Workflow

Duration (In Hours)

4

4

Onsite Day 2 (Week 8) – One Client Enablement Specialist

Q & A /Review of ME,IE Setup
User Training - Supervisors
User Training - Technicians
Launch Review

Duration (In Hours)

3

2

2

1



SIMPLE, AFFORDABLE
ONLINE TOOLS TO MANAGE
YOUR FACILITIES.

FACILITY DUDE

Notes:

- FacilityDude is abbreviated FD; dates will be confirmed during/after planning call.
- This outline is a recommended timetable for implementation. In the case of unforeseen circumstances, some tasks and dates are liable to change as needed.
- PM Admin data and IE data importing time will vary depending clean data spreadsheets.
- **We are assuming it will take the client 4-6 weeks to send back all of the data for importing. Delay in sending this to FD can result in pushing out our implementation and onsite timeline



SIMPLE, AFFORDABLE
ONLINE TOOLS TO MANAGE
YOUR FACILITIES

FACILITY DUDE

February 2nd, 2016

Jamie Knight:

Per the request of the County, below is the scope of work for FacilityDude's MaintenanceEdge and InventoryEdge solutions. We are also including scope of work for Capital Forecast and 2 days of onsite as this was also discussed previously.

MaintenanceEdge:

- System provides the ability to track cost, labor hours, and material tracking.
- Reporting features are customizable as standard reports available as well. All reporting is available with no additional charge for capability.
- Generate recurring maintenance schedules on a daily, weekly, monthly, quarterly or annual basis as necessary

InventoryEdge:

- Track all inventory transactions, including issues, receipts, returns, adjustments, orders, and transfers
- Allow inventory to be allocated to a location, project, work order, or employee
- Record receipt of inventory to pools, including item number, tax, supplier item ID, budget code, invoice, and PO number

Capital Forecast:

- Ability to create long-range capital plans
- "Project based" estimating approaches as well as "asset modeling" in which deficient building components are identified for deferred maintenance
- Tools and reports to assist in justifying funding requests by tracking the cost of correcting deferred maintenance

Onsite:

- On-site personalized guidance and hands-on training for new and existing clients with one of our product specialists to ensure your solution gets off the ground seamlessly at your organization.

MES

We offer the following reasons for choosing FacilityDude as your partner:

1. Web-Based Technology Platform – Our system is built from the ground up for the Internet. Just as the world moved from DOS to Windows, there is now a global shift occurring from Windows/desktop applications to the Internet. This on-demand approach reduces your cost of ownership by up to 70%-90% over traditional client-server based approaches by eliminating the need for servers, backup processes, and infrastructure.
2. Breadth of Offering – Our integrated maintenance suite; MaintenanceEdge, InventoryEdge, and Capital Forecast allows you to manage multiple departments at once. Within the product, you'll find a seamless dashboard that allows you to keep your finger on the pulse of your facilities from virtually anywhere. It offers robust reporting and automates communication that allows your teams to focus on maintaining facilities rather than tricky administrative work. In our experience, our clients have many more challenges than just work orders. FacilityDude helps our clients transform their facility, capital forecasting, and inventory management processes. This combination of robust offerings provides our clients with a higher return on investment, provides accurate forecasting capabilities, and strengthens communications between departments county-wide.
3. Unlimited Users and Budget Certainty Advantage – Our pricing methodology does not limit the number of users in your system. From one user to an infinite number of users, Fort Bend County's price will remain constant and flat throughout the life of our proposal. Therefore, Fort Bend County will have the flexibility to expand its number of users without having to renegotiate pricing. Finally, in more than 2,500 installations, FacilityDude has never delivered a project over budget.
4. Quick Start Up and Unlimited Support Along the Way – We offer unlimited training and support to all of our users. Our Client Service Center is located in our Cary, NC Headquarters and is open from 8:00 am to 6:00 pm EST. There are over 75 technicians dedicated to making our clients successful. You'll be pleasantly surprised when you call us. We are dedicated to having a live person answer our phones within 3 rings. We answer 98% of all email questions within 1 hour, 93% in which are answered within 30 minutes! We also offer instant chat that is accessible directly from the application. Our client service team is here to help you every step of the way from implementation down to the most precise reporting.

We are committed to quickly implementing the proposed system and delivering a solution that lowers Fort Bend County's technology costs and immediately creates efficiencies and accountability at every level of facility management.

Respectfully,

Jolie Medlin
919-674-8728
Senior Account Manager
jolie@facilitydude.com



**SIMPLE, AFFORDABLE
ONLINE TOOLS TO MANAGE
YOUR FACILITIES.**

FACILITY DUDE

2/15/2015

Jamie Knight

Facilities Maintenance Manager
Fort Bend County
301 Jackson Street
Richmond, TX 77469-3108

Dear Jamie:

FacilityDude's services are designed to help you maximize the value of your FacilityDude investment. FacilityDude is committed to helping you save money, increase your efficiency, and improve the services you deliver to your customers.

This service will be tailored for the unique needs of Fort Bend County:

Success Service	Number of Days	Investment
On-Site Services (Includes Travel & Living Expenses)	2	\$4,600.00
Total Investment:		\$4,600.00

MLB

General Conditions

- Proposal has been prepared for Fort Bend County and is valid for 30 days.
- Services will be scheduled upon written acceptance of the terms and conditions of the proposal.
- Pricing is based on FacilityDude having at least 1 month's notice for booking service for travel and living reservations.
- Typical service dates are scheduled 8 to 10 weeks in advance.
- Service dates are scheduled Monday-Friday
- A service day is defined as up to 8 hours per day.
- If a service day is rescheduled or cancelled by Fort Bend County, then Fort Bend County is responsible for any cancellation fees incurred by rescheduling or cancelling travel and living fees.
- Dude Solutions maintains the necessary liability insurance for their products and services. Proof of insurance can be requested at any time.
- Although the terms of this document control, all other conditions of use can be found at <http://facilitydude.com/privacy-terms-of-use/>.
- Payment: Terms are net 30 days.

The undersigned accepts the above detail and agrees to the terms herein.

SUBMITTED BY:

JOLIE MEDLIN

2/15/2015

Representative Name

Date

ACCEPTED BY:

Customer Signature

Date

Print Name

Position

Please address the purchase order to:

FacilityDude.com
11000 Regency Parkway, Suite 200
Cary, NC 27518

***** Please mail the original and fax or email a copy of the signed proposal and purchase order to 919-674-8515 or sales@facilitydude.com.**

Menu

Sales | [866-455-3833 \(tel:+18664553833\)](tel:+18664553833) Support | [877-655-3833 \(tel:+18776553833\)](tel:+18776553833) Contact (<https://facilitydude.com/about/contact>)

Login (<https://login.facilitydude.com/>)

Solutions (</solutions/?nav>)

Maintenance (/solutions/maintenance/?nav)

[MaintenanceEdge \(https://facilitydude.com/solutions/maintenance/maintenanceedge/\)](https://facilitydude.com/solutions/maintenance/maintenanceedge/)

[Work Order \(https://facilitydude.com/solutions/maintenance/maintenanceedge/work-order/\)](https://facilitydude.com/solutions/maintenance/maintenanceedge/work-order/)

[Planned Maintenance \(https://facilitydude.com/solutions/maintenance/maintenanceedge/planned-maintenance/\)](https://facilitydude.com/solutions/maintenance/maintenanceedge/planned-maintenance/)

[InventoryEdge \(https://facilitydude.com/solutions/maintenance/inventory/\)](https://facilitydude.com/solutions/maintenance/inventory/)

[Inventory \(https://facilitydude.com/solutions/maintenance/inventory/inventory/\)](https://facilitydude.com/solutions/maintenance/inventory/inventory/)

[Inventory Wireless \(https://facilitydude.com/solutions/maintenance/inventory/inventory-wireless/\)](https://facilitydude.com/solutions/maintenance/inventory/inventory-wireless/)

[Capital Forecast \(https://facilitydude.com/solutions/maintenance/capitalforecast/\)](https://facilitydude.com/solutions/maintenance/capitalforecast/)

[Critical Alarm \(https://facilitydude.com/solutions/maintenance/critical-alarm-automation/\)](https://facilitydude.com/solutions/maintenance/critical-alarm-automation/)

GIS (/solutions/gis/?nav)

[Mobile311 \(https://facilitydude.com/solutions/gis/mobile311/\)](https://facilitydude.com/solutions/gis/mobile311/)

[ConnectGIS \(https://facilitydude.com/solutions/gis/connectgis/\)](https://facilitydude.com/solutions/gis/connectgis/)

Energy (/solutions/energy/?nav)

[UtilityTrac \(https://facilitydude.com/solutions/energy/utilitytrac/\)](https://facilitydude.com/solutions/energy/utilitytrac/)

Facility Usage (/solutions/facilityusage/?nav)

[Facility Schedule \(https://facilitydude.com/solutions/facilityusage/facilityschedule/\)](https://facilitydude.com/solutions/facilityusage/facilityschedule/)

[FS Automation \(https://facilitydude.com/solutions/facilityusage/facility-schedule-automation/\)](https://facilitydude.com/solutions/facilityusage/facility-schedule-automation/)

Safety (/solutions/safety/?nav)

[Safety Center \(https://facilitydude.com/solutions/safety/safetycenter/\)](https://facilitydude.com/solutions/safety/safetycenter/)

[Industries \(/industries/?nav\)](/industries/?nav)

[Overview \(https://facilitydude.com/industries/\)](https://facilitydude.com/industries/)

[Healthcare \(https://facilitydude.com/industries/healthcare/\)](https://facilitydude.com/industries/healthcare/)

[Government \(https://facilitydude.com/industries/government/\)](https://facilitydude.com/industries/government/)

[Clubs \(https://facilitydude.com/industries/clubs/\)](https://facilitydude.com/industries/clubs/)

[Manufacturing \(https://facilitydude.com/industries/manufacturing/\)](https://facilitydude.com/industries/manufacturing/)

[Commercial \(https://facilitydude.com/industries/commercial/\)](https://facilitydude.com/industries/commercial/)

[Other Industries \(https://facilitydude.com/industries/others/\)](https://facilitydude.com/industries/others/)

[Support \(/support/?nav\)](/support/?nav)

[Overview \(https://facilitydude.com/support/\)](https://facilitydude.com/support/)

[Training & Startup \(https://facilitydude.com/support/training-startup/\)](https://facilitydude.com/support/training-startup/)

MB

[Services \(https://facilitydude.com/support/services/\)](https://facilitydude.com/support/services/)

[Data Security \(https://facilitydude.com/support/data-security/\)](https://facilitydude.com/support/data-security/)

[Resources \(https://facilitydude.com/support/resources/\)](https://facilitydude.com/support/resources/)

[About \(/about/?nav\)](/about/?nav)

[Overview \(https://facilitydude.com/about/\)](https://facilitydude.com/about/)

[Mission & Values \(https://facilitydude.com/about/mission-vision/\)](https://facilitydude.com/about/mission-vision/)

[Who Is The Dude? \(https://facilitydude.com/about/who-is-the-dude/\)](https://facilitydude.com/about/who-is-the-dude/)

[Management Team \(https://facilitydude.com/about/team/\)](https://facilitydude.com/about/team/)

[Partners \(https://facilitydude.com/about/partners/\)](https://facilitydude.com/about/partners/)

[Philanthropy \(https://facilitydude.com/about/philanthropy/\)](https://facilitydude.com/about/philanthropy/)

[Contact Us \(https://facilitydude.com/about/contact/\)](https://facilitydude.com/about/contact/)

[Blog \(/blog/?nav\)](/blog/?nav)

[Events \(/events/?nav\)](/events/?nav)

PRIVACY & TERMS OF USE

([HTTPS://FACILITYDUDE.COM/PRIVACY-TERMS-OF-USE/?SIDENAV](https://facilitydude.com/privacy-terms-of-use/?sidenav))

Privacy Policy & Terms of Use

Privacy Policy

Our policy is to respect and protect the privacy of our users. Our goal is to provide a "best interest" service to our members. This means we strive to represent the best interest of our members rather than the suppliers and advertisers that would like to sell products and services to our members. We will not willfully disclose individually identifiable information about our customers to any third party without first receiving that user's permission.

What information does FacilityDude.com collect and how does FacilityDude.com collect it?

FacilityDude.com collects several types of information from and about users of our services, which will vary depending on the type of service you have selected. Such information may include information by which you may be personally identified, such as your name, telephone number, e-mail address, billing address, user name and password, and other personal information when you sign up for our services or at other times. FacilityDude.com may also collect anonymous demographic information, which is not unique to you, such as your ZIP code, age, gender, preferences, interests and favorites.

If you are using a FacilityDude.com mobile app, we may also automatically collect other types of information regarding certain details of your access to and use of such app, including your internet connection, mobile device unique device identifier, IP address, operating system, browser type, mobile network information and the device's telephone number. We may also collect real-time information about the location of your mobile device. The information we collect on or through our services may also include information that you provide by registering to use our services, posting

CONTACT INFO

11000 Regency
Parkway,
Suite 110
Cary, NC 27518

General Info. & Sales
866-455-DUDE
(3833)

Client Support
Mon-Fri 8am-6pm
ET
877-655-DUDE

material, requesting further services or reporting a problem with our services.

Request
Demo
(/demo
/?sidenav)

Will FacilityDude.com disclose any of my personal information?

FacilityDude.com will not disclose any of your personal information, except as described below, or when we believe in good faith that the law requires it, or to protect the rights or property of FacilityDude.com. Under confidentiality agreements, FacilityDude.com may match user information with third party data.

FacilityDude.com does disclose aggregated user statistics (for example, 45% of our users are female) in order to describe our services to prospective partners, advertisers, and other third parties, and for other lawful purposes. If/when we do match user information, we endeavor to keep personal information confidential from those third parties.

Additionally, if you make a purchase from our site, the information obtained during your visit to these areas, and the information that you give such as your credit card number and contact information, is provided to the merchant of record. These merchants can be FacilityDude.com or third party companies. These merchants have separate privacy and data collection practices. FacilityDude.com has no responsibility or liability for these independent policies.

How does FacilityDude.com use my personal information?

FacilityDude.com's goal in collecting personal information is to provide you, the user, with the most personalized web experience possible and our advertisers with an efficient means to reach the right audience. By knowing a little about you, FacilityDude.com is able to deliver more relevant content, and hence better service, to you. FacilityDude.com also uses your personal information to inform you of other products or services available from FacilityDude.com and its affiliates. FacilityDude.com may also contact you via surveys to conduct research about your opinion of current services or of potential new services that may be offered.

Will FacilityDude.com use my information for direct or email mailings?

We will send you information about our various products and services, or other products and services we feel may be of interest to you. You can remove yourself from this distribution list via a link in the communication. Only FacilityDude.com (or agents working on behalf of FacilityDude.com and under confidentiality agreements) will send you these direct mailings.

Does FacilityDude.com use cookies and "IP Addresses"?

MB

Yes, cookies are used on FacilityDude.com in various ways.

- 1 We use cookies to be reminded of who you are and to access your account information (stored on our computers) in order to deliver to you a better and more personalized service. This cookie is set when you register.
- 2 Cookies are also used to estimate our audience size. Each browser accessing FacilityDude.com is given a unique cookie which is then used to determine repeat usage versus initial usage.

IP Addresses

FacilityDude.com collects IP addresses for the purposes of system administration and security only.

Children under the age of 13

FacilityDude.com does not knowingly collect personal information from children under 13. If we learn we have collected or received personal information from a child under 13 without verification of parental consent, we will delete that information. If you believe we might have any information from or about a child under 13, please contact us at info@facilitydude.com or by mail at the following address: FacilityDude.com, 11000 Regency Parkway, Suite 110, Cary, NC 27518.

What else should I know about my privacy?

Please keep in mind that whenever you voluntarily disclose personal information online - for example in discussion forums, through email, or in chat areas - that information can be collected and used by others. In short, if you post personal information online that is accessible to the public, you may receive unsolicited messages from other parties in return.

Furthermore, while we strive to protect your personal information, FacilityDude.com cannot ensure or warrant the security of any information you transmit to us, and you do so at your own risk. In addition, FacilityDude.com partners and third party Internet sites and services accessible through FacilityDude.com or parties whom we inform you are collecting data in connection with sweepstakes, promotions, etc., have separate privacy and data collection practices, independent of us. FacilityDude.com has no responsibility or liability for these independent policies or actions.

The point? You are solely responsible for maintaining the secrecy of your passwords and/or any account information. Please be careful and responsible whenever you're online.

We use Google Analytics to conduct anonymous web traffic analysis for our

site. While Google Analytics makes use of cookies, no personal information is ever collected or analyzed by this service.

Our policy on Discussion Messages and Posts

The content of these messages and posts are not necessarily those shared by FacilityDude.com, Inc. These opinions are expressly those of the online community members and their guests. FacilityDude.com makes no claims to agree with or disagree with the opinions expressed online. FacilityDude.com will make every attempt to maintain decorum at its discretion and will remove visitors' posts if they are deemed to be unacceptable.

Terms and Use

These Terms of Use (together with all other documents incorporated by reference, in each case as amended from time to time, this "Agreement") is the legal and binding instrument by and between you and FacilityDude.com and shall govern your access and use of the Service, including access to the system, data transmission, access and storage. YOUR REGISTRATION FOR, OR USE OF, THE SERVICE SHALL BE DEEMED TO BE YOUR AGREEMENT TO ABIDE BY THIS AGREEMENT, WHETHER YOU PURCHASE DIRECTLY, THROUGH ONE OF OUR OTHER DISTRIBUTION CHANNELS OR WHETHER IT IS INCLUDED AS PART OF A SERVICE CONTRACT BY A THIRD PARTY. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, YOU MAY NOT COMPLETE YOUR REGISTRATION AND YOU MAY NOT ACCESS OR USE THE SERVICE. PLEASE READ THIS AGREEMENT CAREFULLY AND SAVE A COPY OF IT.

Price and Payment

You will pay or your third party agreement party shall pay all fees or charges to your account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. FacilityDude.com must be provided with a valid credit card or purchase order information as a condition to signing up for the Service, except for trial periods which allow you to try the service for a limited time after which FacilityDude.com must be provided with a valid credit card or purchase order information as a condition for continued service. You or your third party must also report and pay any applicable taxes to the appropriate governmental agency. Purchase orders may be subject to credit approval. We maintain the right to escalate our service fees upon client renewal.

Charges

FacilityDude.com will automatically renew and bill your credit card or issue an invoice to you or your third party paying for the service as follows: (a) every year for annual subscriptions, or (b) upon the commencement of the annual term and then at each subsequent anniversary of that initial term for

continuous annual subscriptions, or (c) monthly invoicing or charges if payment terms are set up on a monthly billing program. The renewal charge shall be equal to the then current pricing schedule which is based on your number of facilities and/or your total square footage, unless FacilityDude.com notifies you in advance to the contrary. You will have 30 days after the date that any renewal fee is posted to notify FacilityDude.com that you wish to cancel your subscription, effective on receipt of such notification. All invoices shall be due and payable within 30 days after the invoice date.

Non-Payment

If timely payment is not received or cannot be charged to a valid credit card for any reason, FacilityDude.com reserves the right to either suspend or terminate your access to the Service and account and terminate this Agreement. If FacilityDude.com receives a cancellation notice from you, you will be obligated to pay balance due on your account. You agree that FacilityDude.com may charge such unpaid fees to your credit card or otherwise bill you for such unpaid fees.

Non-Transferable Membership

FacilityDude.com and its licensors grant to you a personal, non-exclusive, non-transferable license to use and display the audio and visual information, documents, products and software contained in or made available through the Service (the "Content") solely for your own internal business purposes. All rights not expressly granted by FacilityDude.com to you are retained.

Restrictions

You are permitted to store, manipulate, analyze, reformat, print, and display the Content only for your personal use. Unauthorized use of the Service, or the resale of the Service, is expressly prohibited, unless other legal arrangements have been negotiated. You shall not copy, license, sell, transfer, make available, distribute, or assign this license or the Content to any third party.

The Service may also contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"). You agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service. You agree that when using a Communication Service, you shall not:

Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.

Publish, post, upload, distribute or disseminate any inappropriate,

profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.

Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy of publicity) unless you own or control the rights thereto or have received all necessary consents.

Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.

Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages.

Conduct or forward surveys, contests, pyramid schemes or chain letters.

Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner.

Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.

Restrict or inhibit any other user from using and enjoying the Communication Services.

Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.

Harvest or otherwise collect information about others, including e-mail addresses, without their consent.

Violate any applicable laws or regulations.

FacilityDude.com has no obligation to monitor the Communication Services. However, FacilityDude.com reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. FacilityDude.com reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

Third Party Interaction

In your use of the Service, you may enter into correspondence with, purchase goods and/or services, or participate in promotions of advertisers or sponsors showing their goods and/or services through the Service. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between you and the applicable third-party.

FacilityDude.com shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between you and any such

third-party. FacilityDude.com maintains the right to offer advertisements on certain pages of the system.

Links to Third Party Sites

FacilityDude.com does not endorse any sites on the Internet which are linked through the Service. FacilityDude.com is providing these links to you only as a matter of convenience, and in no event shall FacilityDude.com be responsible for any content, products, or other materials on or available from such sites.

User Accounts

A user account is required to access the Service and may be accessed and used only by those authorized individuals who are registered with FacilityDude.com. To open a user account, you, your company or your third party providing the service must complete the registration process by providing FacilityDude.com with current, complete and accurate information as prompted by the registration form. In registering for the Service, you and your company's users agree to submit accurate, current and complete information about you and your organization, and promptly update such information. Should FacilityDude.com suspect that such information is untrue, inaccurate, not current or incomplete, FacilityDude.com has the right to suspend or terminate your usage of the Service. You will choose a personal, non-transferable password. User accounts cannot be "shared" or used by more than one individual. User licenses can be transferred to a new user only if a previous user becomes inactive and is unable to access the Service.

User Responsibilities

You are also solely responsible for any and all activities that occur under your account and ensuring that you exit or log-off from your account at the end of each session of use. You shall notify FacilityDude.com immediately of any unauthorized use of your password or account or any other breach of security that is known or suspected by you. You shall also use your best efforts to stop immediately any copying or distribution of Content that is known or suspected by you. FacilityDude.com shall not be responsible for any unauthorized access to, or alteration of, your transmissions or data, any material, information or data sent or received, regardless of whether the data is actually received by FacilityDude.com, or any transactions entered into through the Service or failure to abide by this Agreement.

Account Information and Data

FacilityDude.com does not own any data, information or material that you submit to the Service ("Data"), unless we specifically tell you otherwise before you submit it. FacilityDude.com will not monitor, edit, or disclose any information regarding you or your account, including any Data, without your prior permission except in accordance with this Agreement. Please be aware

that FacilityDude.com does provide statistical information such as usage, average costs or time values, or user traffic patterns in aggregate form to third parties or to service subscribers, but such information will not include personally identifying information about you or your organization. FacilityDude.com may access your account, including its Data, to respond to service or technical problems or as stated in this Agreement. You and/or your third party service provider, not FacilityDude.com, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all Data and FacilityDude.com shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Data. For more information, please refer to FacilityDude.com's online privacy policy below.

Use, Storage and Other Limitations

FacilityDude.com reserves the right to establish or modify general practices and limits concerning use of the Service, including without limitation the maximum number of days that Content will be retained by the Service, the maximum disk space that will be allotted on FacilityDude.com's servers on your behalf.

Termination

FacilityDude.com, in its sole discretion, may terminate your password, account or use of the Service and remove and discard any Data within the Service if you fail to comply with this Agreement. You may terminate your user membership upon notice to FacilityDude.com at any time. Upon termination, you will be granted a refund of any prepaid charges for the remaining term of your subscription starting within one month of our receipt of your notice less 20% of the prepaid balance. FacilityDude.com shall make available a file of Licensee's data, unless this service is provided by a third party as part of their service to you, in such case the Licensee's data shall be made available to such third party and FacilityDude.com will have no legal responsibility for such data to be provided to you. Licensee must make such request at the notification of termination to receive such file within (30) days of termination. In addition, FacilityDude.com may terminate a free account if you do not first log-on within 30 days after registration or 90 days since your last log-on. Upon termination of an account, your right to use such account and the Service immediately ceases. FacilityDude.com shall have no obligation to maintain any Data stored in your account or to forward any Data to you or any third party.

Cookies

Cookies are files that your web browser places on your computer's hard drive and are used to tell us whether you have visited the Service previously. FacilityDude.com uses a persistent cookie to help save and retrieve usernames used on the Service. FacilityDude.com issues a session cookie

only to record encrypted authentication information for the duration of a specific session. The session cookie does not include either the username or password of the user.

Trademark Information

FacilityDude.com, the FacilityDude.com logo, and FacilityDude.com "Answer guy", are trademarks of FacilityDude.com. Other FacilityDude.com product or service names or logos referenced in the FacilityDude.com Web site are either trademarks or registered trademarks of FacilityDude.com. The absence of a product or service name or logo from this list does not constitute a waiver of FacilityDude.com's trademark or other intellectual property rights concerning that name or logo. All other products and company names mentioned in the FacilityDude.com Web site may be trademarks of their respective owners. Use of any FacilityDude.com trademark in commerce may be prohibited by law except by express license from FacilityDude.com.

Proprietary Rights

Except for the licenses granted herein, you have no right, title or interest in or to the Service or any Content and FacilityDude.com or its licensors retain all proprietary right, title and interest, including copyright and all other intellectual property rights, in and to the Service and Content, including, without limitation, stories, articles, text, images, and other multimedia data. FacilityDude.com and/or other FacilityDude.com products and services referenced herein are either trademarks or registered trademarks of FacilityDude.com. The names of other companies and products mentioned herein may be the trademarks of their respective owners.

Indemnification

You shall indemnify and hold FacilityDude.com, its licensors, and each such party's parents, subsidiaries, affiliates, officers, directors, employees, attorneys, and agents, harmless from and against any and all claims, costs, damages, losses, liabilities, and expenses (including attorneys' fees and costs) arising out of or in connection with your use of the Service (including the Content) or breach of this Agreement.

Disclaimer of Warranties

FACILITYDUDE.COM AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR ANY CONTENT. FACILITYDUDE.COM AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT: (I) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM

OR DATA, (II) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (III) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (V) ERRORS OR DEFECTS WILL BE CORRECTED, (VI) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY FACILITYDUDE.COM AND ITS LICENSORS.

Limitation of Liability

IN NO EVENT SHALL FACILITYDUDE.COM'S AGGREGATE LIABILITY EXCEED THE AMOUNT ACTUALLY PAID BY YOU IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL FACILITYDUDE.COM AND/OR ITS LICENSORS, BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SERVICE, INCLUDING BUT NOT LIMITED TO YOUR USE OR INABILITY TO USE THE SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, EVEN IF FACILITYDUDE.COM OR ITS LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL FACILITYDUDE.COM'S LICENSORS BE LIABLE TO ANYONE FOR ANY DIRECT DAMAGES OF ANY TYPE OR KIND (INCLUDING LOST PROFITS) OR FOR ANY INDIRECT, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), ARISING UNDER THIS AGREEMENT OR FROM PERFORMANCE THEREUNDER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, WHETHER OR NOT THEY HAD ANY KNOWLEDGE, ACTUAL OR CONSTRUCTIVE, THAT SUCH DAMAGES MIGHT BE INCURRED, OR FOR ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE, IN THE CONTENT.

CLIENT AGREES THAT FACILITYDUDE'S APPLICATIONS, INCLUDING

WITHOUT LIMITATION ITS "SAFETY CENTER" APPLICATION ("SC"), ARE DOCUMENTATION TOOLS ONLY, AND THAT THE APPLICATIONS ARE NOT INTENDED TO PROVIDE EMERGENCY SERVICES OR PROTOCOLS, PROCEDURES OR ACTION PLANS IN THE EVENT OF A CRISIS OR EMERGENCY. WITHOUT LIMITING THE FOREGOING, CLIENT FURTHER AGREES THAT IT SHALL BE SOLELY RESPONSIBLE FOR: (1) CREATING AND MAINTAINING ITS EMERGENCY ACTION PLAN WITHIN SC, (2) ENSURING THAT CLIENT'S EMPLOYEES, CONTRACTORS AND OTHER PERSONNEL ARE PROVIDED ACCESS TO ITS EMERGENCY ACTION PLAN WITHIN SC, AND (3) CONTACTING (E.G., CALLING 911) EMERGENCY SERVICES IN THE EVENT OF AN ACTUAL CRISIS OR EMERGENCY. FACILITYDUDE SHALL HAVE NO RESPONSIBILITY OR LIABILITY AS A RESULT OF THIS AGREEMENT AND/OR CLIENT'S USE OF SC FOR DECISIONS MADE OR ACTIONS TAKEN OR NOT TAKEN IN THE EVENT OF A CRISIS OR EMERGENCY.

Local Laws and Export Control

FacilityDude.com controls and operates this Service from its location in the United States of America and is subject to the United States Export Administration Laws and Regulations. FacilityDude.com makes no representation that the Service is appropriate or available for use in other locations. If you use the Service from outside the United States of America, you are solely responsible for compliance with all applicable laws, including without limitation export and import regulations of other countries. Any diversion of the Content contrary to United States law is prohibited. None of the Content, nor any information acquired through the use of the Service, is or will be acquired for, shipped, transferred, or re-exported, directly or indirectly, to proscribed or embargoed countries or their nationals, nor is or will be used for nuclear activities, chemical biological weapons, or missile projects, unless specifically authorized by the United States Government for such purposes. You shall comply strictly with all United States export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required.

Submissions

FacilityDude.com alone will own all right, title and interest, including all related intellectual property rights, to any suggestions, ideas, feedback, recommendations, or other information provided by you relating to the Service ("Submissions") and you agree to assign such Submissions to FacilityDude.com free of charge. FacilityDude.com may use such Submissions as it deems appropriate in its sole discretion.

Notice

FacilityDude.com may give notice by means of a general notice on the Service, electronic mail to your e-mail address on record in

FacilityDude.com's account information, or by written communication sent by first class mail to your address on record in FacilityDude.com's account information. You may give notice to FacilityDude.com (such notice shall be deemed given when received by FacilityDude.com) at any time by any of the following: electronic mail to sales@facilitydude.com; letter sent by confirmed facsimile to FacilityDude.com at the following fax number: 919-459-3107; letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to FacilityDude.com at the following address: FacilityDude.com, 11000 Regency Parkway, Suite 110, Cary, NC 27518.

Modification to Terms

FacilityDude.com reserves the right to change the terms and conditions of this Agreement or its policies relating to the Service at any time and shall notify you by posting an updated version of this Agreement on the Service. You are responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute your consent to such changes.

Beneficiaries

The rights and limitations in this Agreement are also for the benefit of FacilityDude.com's licensors each of whom shall have the right to enforce its rights hereunder directly and on its own behalf.

General

This Agreement will be governed by North Carolina law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction. You shall bring all disputes, actions, claims, or causes of action related to this Agreement or in connection with the Service only in the federal and state courts located in Cary, NC. No text or information set forth on any other purchase order, preprinted form or document shall add to or vary the terms and conditions of this Agreement. The English language version of this Agreement shall control. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between you and FacilityDude.com as a result of this agreement or use of the Service. The failure of FacilityDude.com to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by FacilityDude.com in writing. This Agreement comprises the entire agreement between you and FacilityDude.com and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

QUESTIONS OR ADDITIONAL INFORMATION.

If you have questions regarding this Agreement or wish to obtain additional information, please send an e-mail to info@facilitydude.com (<mailto:info@facilitydude.com>).

Terms Updated: February 4, 2016

© 2016 FacilityDude. All Rights Reserved.

[Search](#)

[Contact Us \(/about/contact/\)](/about/contact/) [Careers](#)
(<https://sdcareers-schooldude.icims.com/>) [Login](#)
(<https://login.facilitydude.com/>) [Sitemap \(/sitemap/\)](/sitemap/)
[Privacy & Terms of Use \(/privacy-terms-of-use/\)](/privacy-terms-of-use/)

Exhibit B

MB

Annex B

Fort Bend County Travel Policy

Approved in Commissioners' Court on November 3, 2009

Effective November 4, 2009

Revised September 7, 2010

Revised June 2, 2015, Effective August 1, 2015

Revised July 28, 2015, Effective August 1, 2015

The Commissioners' Court allocates funds annually for the payment of travel expenditures for county employees and officials within the individual departmental budgets. Travel expenditures paid from these budgets must serve a public purpose for Fort Bend County. These expenditures may be paid directly to the vendor or provided as a reimbursement to the employee/official upon completion of their travel. Advance payments to vendors may be accommodated by issuance of a check or use of a County procurement card. Eligible expenditure categories under this policy include: Lodging, meals, transportation, registration fees, and other fees (with justification). Each category is further defined below.

CONTRACT RATES:

Fort Bend County is a 'Cooperative Purchasing Participating Entity' with the State of Texas. This program is also known as TPASS (Texas Procurement and Support Services) State Travel Management Program (STMP). This gives County employees and officials access to the contract rates negotiated by the State for hotels and rental cars. Procurement procedures for these contract services are explained within the categories below.

OUT OF STATE TRAVEL:

Authorization: The traveler must obtain Commissioners' Court approval for out-of-state travel before departure. The duration must include travel days along with the event scheduled days. To prevent delays in processing travel reimbursement, ensure that the travel duration is accurately defined when submitting the agenda request.

Documentation: The traveler must provide an excerpt from the Commissioners' Court minutes (<http://www.fortbendcountytx.gov/index.aspx?page=55>) with the travel reimbursement form.

LODGING (In and Out of State):

Hotel:

Hotel reimbursements are limited to the Federal Travel Regulations set forth by US General Services Administration (GSA) by location not including taxes. The rates are set annually and vary by month and location. The maximum rates for lodging per day can be found at:

http://www.gsa.gov/portal/content/104877?utm_source=OGP&utm_medium=print-radio&utm_term=perdiem&utm_campaign=shortcuts based on travelers destination.

Fort Bend County is a 'Cooperative Purchasing Participating Entity' with the State of Texas. This gives County employees and officials access to the contract rates negotiated by the State for hotels. Participating hotels can be found at: http://portal.cpa.state.tx.us/hotel/hotel_directory/index.cfm (be sure to check the correct fiscal year). **When making a reservation the traveler must ask for the State of Texas Contract rate (not the government rate) and be prepared to provide the County's agency #: C0790. Traveler must verify confirmed rate matches the negotiated**

contract rates found on the State's website listed above and does not exceed the GSA daily allowance.

If the organizer of a conference/seminar has negotiated discount rates with a hotel(s), the traveler may choose these lodging services without penalty but the traveler must reserve the room at the group rate and be able to provide documentation of the group rate.

The traveler will be responsible for the excess charge over the GSA per diem rate for the city/county even if using the State rate. The Auditor's Office will deduct from the travelers' reimbursement any excess charges over the GSA per diem rate. Travel websites including but not limited to Expedia and Travelocity should not be used to book lodging.

Travel Days: If the traveler must leave before 7:00AM to arrive at the start of the event and/or return to the County after 6:00PM after the event concludes, an additional night's lodging is allowable before and/or after the event.

Additional fees allowable: Self-parking

Additional fees allowable with justification: Valet parking is allowable if an extreme hardship exists due to physical disability of the traveler or if no self-parking is available.

Fees not allowable: Internet, phone charges, laundry, safe fees

Gratuities: Gratuities are not reimbursable for any lodging services.

Overpayments by County: Any lodging overpayment by the County must be reimbursed by the hotel before processing a reimbursement to the traveler for any of the categories addressed in this policy. Prepaid lodging services should be accurately calculated or underestimated by excluding the taxes to prevent delays in processing travel reimbursements.

Procurement Card: The traveler may use the procurement card to make lodging reservations. Contact Purchasing to arrange or use the procurement card assigned to the department or traveler.

Documentation: A final settled hotel bill with a zero balance from the front desk is required even if lodging is paid by the procurement card. The hotel bill left under the door is not acceptable. The hotel bill should be scrutinized before traveler departs to make sure all charges are valid and notify hotel of any invalid charges and resolve issues before departing. Any invalid charges will be the responsibility of the traveler. A copy of the itemized hotel statement must be submitted with the travel reimbursement claim if the traveler used a County procurement card to purchase lodging services or prepaid by County check. Event agenda/documentation or a letter from the traveler describing the event/meeting is required. If utilizing conference negotiated hotel rates, documentation of rates is required.

Changes/Modifications to Reservation – Any modifications including cancellation of reservation, the traveler must obtain a confirmation number and note the name of the person they spoke with in case the hotel charges the traveler. If the traveler does not obtain a confirmation number then any expenses incurred will be the responsibility of the traveler. Expenses resulting from changes or modifications to travel reservations will be paid by the County if the traveler produces documentation that a family emergency exists.

MEALS:

Texas: Meals including gratuities will be reimbursed to the traveler at a flat rate of \$36/day. The travelers per diem on the departure day and final day of travel will be at 75% of the per diem which is \$27/day.

Out-of-state: Meals including gratuities will be reimbursed to the traveler at a flat rate of \$48/day. The travelers per diem on the departure day and final day of travel will be at 75% of the per diem which is \$36/day.

Day trips: Meals will not be reimbursed for trips that do not require an overnight stay.

Procurement Card: No meal purchases are allowed on any County procurement card.

Documentation: No meal receipts are required for reimbursement. Event agenda/documentation or a letter from the traveler describing the event/meeting is required.

TRANSPORTATION:

Personal Vehicle: Use of personal vehicle will be reimbursed at the current rate/mile set by Commissioners' Court. Mileage should be calculated using the County office location of the traveler and the event location. Mileage may not be calculated using the traveler's home. Mileage should be calculated using an employee's vehicle odometer reading or by a readily available online mapping service for travel out of Fort Bend County. If using the mileage of an online mapping service, state which mapping service was used or provide a printout of your route detailing the mileage. For local travel, odometer readings or mapping service details are not required. Departments should develop a mileage guide for employees for local travel points, if a department does not have a mileage guide, the Auditor's Office will determine if the mileage listed is reasonable.

Allowable expenses: Parking and tolls with documentation.

County Vehicle: Fuel purchases when using a County vehicle should be made with the County Procurement card if available. Original receipts will accompany the Procurement Card statement but a copy must be provided with the travel reimbursement request.

Allowable expenses: Parking and tolls with documentation required.

Airfare: Airfare is reimbursable at the lowest available rate based on 14 day advance purchase of a discounted coach/economy full-service seat based on the required arrival time for the event. The payment confirmation and itinerary must be presented with the travel reimbursement form. The traveler will be responsible for the excess charges of an airline ticket purchase other than a coach/economy seat. When using Southwest Airlines a traveler should choose the "wanna get away" flight category.

Allowable Expenses: Bag fees. Fare changes are allowable if business related or due to family emergency.

Unallowable Expenses/Fees: Trip insurance, Early Bird Check In, Front of the line, Leg Room, Fare changes for personal reasons.

Rental Car: Rental cars are limited to the negotiated TPASS rates listed at: <http://www.window.state.tx.us/procurement/prog/stmp/stmp-rental-car-contract/vendor-comparison/>. The contact information for Avis is listed here: <http://www.window.state.tx.us/procurement/prog/stmp/stmp-rental-car-contract/Avis/>. The contact information for Enterprise is listed here: <http://www.window.state.tx.us/procurement/prog/stmp/stmp-rental-car-contract/Enterprise/>. You will need to make your reservations at least 14 days in advance and provide the County's agency #: C0790. The traveler will not be reimbursed for any amount over the negotiated contract rates if a non-contract company is used at a higher rate. The traveler should select a vehicle size comparable to the number of County travelers. The traveler may use a non-contract vendor at an overall rate lower than the contract rates with no penalty. The original contract/receipt must be presented with the travel reimbursement form or a copy if a County procurement card is used. The traveler will be responsible for any excess charges not included in the TPASS rates or for choosing a vehicle size not comparable with the number of travelers on the trip.

Insurance is included in the negotiated TPASS rates, if a traveler chooses to take out additional insurance the cost is on the traveler.

Enterprise:

- Optional Customer, Coupon or Corporate number is **TXC0790**
- Please enter the first 3 characters of your company's name or PIN number **FOR**
- Enterprise will automatically bill FBC when you reserve your vehicle so you need to have a purchase order before your departure.

Avis:

- Avis Worldwide Discount (AWD) Number or Rate Code **F930790**
- You cannot use the wizard option if you have an account with Avis, the wizard will override the state rate and normally the State rates are less.

Unallowable Fees/Charges: GPS, prepaid fuel, premium radio, child safety seats, additional insurance, one way rentals.

Allowable expenses: Parking and tolls allowed with documentation.

Other Transportation: Other forms of transit (bus, taxi, train) are reimbursable with an original receipt.

Gratuities: Gratuities are not reimbursable for any transportation services.

Procurement Card: The traveler may use a County procurement card to make transportation reservations for air travel and rental car services. Contact Purchasing to arrange or use the procurement card assigned to the department or traveler.

Documentation: Original receipts are required for all transportation reimbursements paid by the traveler. Transportation services obtained with a County procurement card require a copy of the receipt. Additional requirements are noted within each category above. Event agenda/documentation or a letter from the traveler describing the event/meeting is required.

REGISTRATION:

Registration fees: Registration fees are reimbursable for events that serve a Fort Bend County purpose. Registration fees for golf tournaments, tours, guest fees and other recreational events are not reimbursable.

Procurement Card: The traveler may use a County procurement card to register for an event. Contact Purchasing to arrange or use the procurement card assigned to the department or traveler.

Documentation: An original receipt must be obtained upon registration and submitted with the reimbursement request if paid by the traveler. A copy of the receipt must be provided if registration is paid on a County procurement card. Event agenda/documentation or a letter from the traveler describing the event/meeting is required.

GRANTS:

Travel expenditures from Federal and State grants must also conform to the granting agency's funding requirements.

TRAVEL REIMBURSEMENT FORM:

The traveler must use the current travel reimbursement form (<http://econnect/index.aspx?page=55>) for all travel related services addressed in this policy. No other expenditures may be submitted for reimbursement on the travel reimbursement form. After completing all required information, the travel form must be signed/dated by the traveler and the department head/elected official. Travel reimbursement request should be submitted within 30

days from when traveler returns from trip. Mileage reimbursement request should be submitted no less frequently than quarterly. Mileage reimbursement request for the fourth quarter should be submitted no later than October 30th for yearend processing.

EXCLUSIONS:

If the traveler has custody of a person pursuant to statute or court order or if the traveler is required by court or legal entity to appear at a particular time and place the traveler will not be penalized for accommodations that require a 14 day advance purchase ticket if travel is required with less than 14 days' notice.

If the traveler has custody of a person pursuant to statute to court order the traveler will not be held to the 75% per diem on the departure and final day of travel.

Attachment B

FacilityDude.com
Remittance Address:
PO Box 200277
Pittsburgh, PA 15251-0277



Renewal Invoice

Invoice # : R-107315
Invoice Date : 07/31/2016
Terms : Net 30
Due Date : 08/30/2016
Client Id : FD003452

Bill to :
Fort Bend County
Attn: Diana "Dee" Meuth
301 Jackson Street
Fort Bend, TX 77469
United States

Ship to :
Fort Bend County
Attn: Justin Zwahr
301 Jackson Street
Fort Bend, TX 77469
United States

Reference # :

Description	Amount
MaintenanceEdge (10/1/16-9/30/17)	
Inventory Edgs (10/1/16-9/30/17)	
BuyBoard	
	SUBTOTAL \$33,373.20
	TOTAL - US DOLLAR \$33,373.20

Acceptable Payment Methods: Check: Payable to FacilityDude.com, ACH or Credit Card.

Physical Address: FacilityDude.com 11000 Regency Parkway, Suite 200 Cary, NC 27518 Ph: 866-455-3833



Phone: 800-695-2919
 Fax: 800-211-5454
 Email: info@buyboard.com

Welcome **Tabitha** [Log Off]

Administration	RFQ	Purchase Order	Reports	Shopping Cart	Help
----------------	-----	----------------	---------	---------------	------

Vendor Contract Information

[Back](#)

Search:

- All
- Vendor Discounts Only
- Catalog Pricing Only

Refine Your Search:

Vendors

FacilityDude (Dude Solutions Inc)[X]

Price Range

Show all prices

Category

None Selected

Contract

None selected

Additional Searches:

[Search by Vendor](#)

[Browse Contracts](#)

[Additional Resources](#)

Vendor Name: FacilityDude (Dude Solutions Inc)
Address: 11000 Regency Parkway Suite 200
 Cary, NC 27518
Phone Number: (919) 816-8237
Email: melissa.buchanan@schooldude.com

Website: <http://www.facilitydude.com>

Federal ID: 56-2174429

Contact: Scott Carpenter

Accepts RFQs: Yes

Minority Owned: No

Women Owned: No

Service-Disabled Veteran Owned: No

EDGAR: No

Contract Name: Building Maintenance, Repair & Operations Supplies & Equipment

Contract Description: Lighting, electrical, plumbing, hvac, paint, hardware, doors, hand tools, fencing, building materials; solar; boiler; glass; elevator/escalator; forklifts, material handling & storage; pest control; power washing; service/repair & installation

Contract#: 501-15

Effective Date: 12/01/2015

Expiration Date: 11/30/2018

Payment Terms: Net 30 days

Delivery Days: 1

Shipping Terms: Pre-paid and added to invoice

Freight Terms: FOB Destination

Ship Via: Common Carrier

Region Served: All Texas Regions

States Served: All States

Quote Reference Number: 501-15

Return Policy: Cancel service within 60 days

Additional Dealers: School Dude/Facility Dude locations in: South Easton MA, Woodstock GA, New Berlin WI, Covina CA

Contract Documents

EDGAR Notice: [Click to view EDGAR Notice](#)

Proposal Documents: [Click to view BuyBoard Proposal Documents](#)

Regulatory Notice: [Click to view Bonding Regulatory Notice](#)

Construction Services Advisory: [Click to view the Construction Related Goods and Services Advisory](#)

Proposal Files: [Click to view Vendor Proposal Files Documents](#)

Contact us 800-695-2919

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Dude Solutions, Inc. dba SchoolDude.com
 Cary, NC United States

Certificate Number:
 2016-140783

Date Filed:
 11/29/2016

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

Fort Bend County

Date Acknowledged:

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.

BuyBoard # 501-15
 Renewal of Software Maintenance

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

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

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

Scott Carpenter

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Scott Carpenter, this the 1 day of December, 2016, to certify which, witness my hand and seal of office.

Linda P Lowery
 Signature of officer administering oath
 Notary

Linda P Lowery
 Printed name of officer administering oath
 Notary

Notary
 Title of officer administering oath
 Notary

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Dude Solutions, Inc. dba SchoolDude.com
Cary, NC United States

Certificate Number:
2016-140783

Date Filed:
11/29/2016

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

Date Acknowledged:
12/13/2016

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.
BuyBoard # 501-15
Renewal of Software Maintenance

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

5 Check only if there is NO Interested Party.

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

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath