

STATE OF TEXAS

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COUNTY OF FORT BEND

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AMENDMENT TO FACILITYDUDE.COM SOFTWARE MAINTENANCE

This AMENDMENT is entered into by and between Fort Bend County, Texas, a body corporate and politic acting herein by and through its Commissioners Court ("County"), and FacilityDude.com, ("FacilityDude"), a company authorized to conduct business in the State of Texas (hereinafter referred to collectively as "Parties").

WHEREAS, County and FacilityDude executed the Second Renewal of Facilitydude.com Software Maintenance (the "Agreement," attached hereto as "Attachment A" and incorporated by reference) on or about September 5, 2017;

WHEREAS, County desires to purchase the FacilityScehdule software license and maintenance for Parks and Facilities separately from the previous software licenses purchased, for a term of seven (7) months at a price of \$5,906.85, (attached hereto as "Attachment B" and incorporated by reference); and

AMB
9/29/18

NOW, THEREFORE, the following changes are incorporated as if a part of the original Agreement incorporated by reference in the same as if fully set forth verbatim herein:

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. **Confidential Information.** FacilityDude 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 FacilityDude 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.
5. **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 FacilityDude for any reason are hereby deleted.
6. **Software Assurance.** FacilityDude represents and warrants that its software and any related

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systems and/or services related to its software (collectively, the "Software") furnished by FacilityDude to County will not infringe upon or violate any patent, copyright, trademark, trade secret, or any other proprietary right of any third party. FacilityDude will, at its expense, defend any suit brought against County and will indemnify County against an award of damages and costs (including reasonable attorney fees, court costs and appeals), made against County by settlement or final judgment of a court that is based on a claim that the use of the FacilityDude's Software infringes an intellectual property right of a third party. Such defense and indemnity shall survive termination or expiration of the Agreement and the FacilityDude's liability for the above is not limited by any limitation of liability clauses that may appear in any document executed by the Parties.

7. **Attorney Fees.** County does not agree to pay any and/or all attorney fees incurred by FacilityDude 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 the 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. **Texas Government Code Section 2251.152 Acknowledgment.** By signature below, FacilityDude represents pursuant to Section 2252.152 of the Texas Government Code, that FacilityDude is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.
11. **Conflict.** In the event there is a conflict between this Addendum and the Agreement, this Addendum controls.
12. **Understanding, Fair Construction.** By execution of this Addendum, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.

IN WITNESS WHEREOF, this Addendum is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Addendum and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

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Signatures Follow On Next Page

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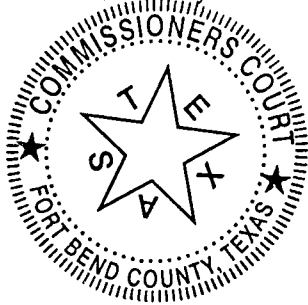
FORT BEND COUNTY

Robert Hebert
Robert Hebert, County Judge

4-10-2018
Date

ATTEST:

Laura Richard
Laura Richard, County Clerk



FACILITYDUDE.COM

Brian J. Carter
Authorized Agent-Signature

Brian J. Carter
Authorized Agent -Printed Name

SVP of Sales
Title

3/29/18
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 5,906.⁸⁵ are available to pay the obligation of Fort Bend County within the foregoing Amendment.

Robert Ed Sturdivant
Robert Ed Sturdivant, County Auditor

Attachment A

STATE OF TEXAS

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COUNTY OF FORT BEND

SECOND RENEWAL OF FACILITYDUDE.COM SOFTWARE MAINTENANCE

THIS SECOND RENEWAL ("2nd 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, ("FacilityDude"), a company authorized to conduct business in the State of Texas (hereinafter referred to collectively as "Parties").

WHEREAS, the Parties previously executed the Addendum To FacilityDude.com Software Agreement on February 17, 2016 ("Agreement"), and subsequently renewed the maintenance support services as evidenced by the executed Renewal Of FacilityDude.com Software Maintenance ("Renewal") (the Agreement and Renewal are attached hereto and incorporated by reference;

WHEREAS, County desires to renew the software maintenance services and also purchase additional software licenses and services as described in Exhibit 2;

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 FacilityDude at an amount of \$33,373.20, which will expire on September 30, 2018.
2. County shall purchase the FacilitySchedule software license and FacilitySchedule QuickStart at an amount of \$5,405.80, as described in Exhibit 2.
3. FacilityDude will provide free access to FacilitySchedule and FacilitySchedule QuickStart for the months of August and September 2017.
4. Upon expiration of this 2nd Renewal, County may renew the maintenance and support services for FacilitySchedule at an amount of \$3,427.80.

Except as modified herein, the terms of the Agreement and Renewal remain in full force and effect. If there is a conflict between this 2nd Renewal, the Renewal, and the Agreement, the provisions of this 2nd Renewal shall prevail. This Renewal shall be effective upon execution by the County.

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FORT BEND COUNTY

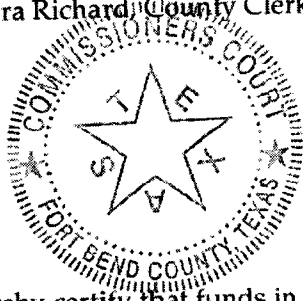
Robert E. Hebert
Robert E. Hebert, County Judge

9-5-2017

Date

ATTEST:

Laura Richard
Laura Richard, County Clerk



FACILITYDUDE.COM

Brian J. Carter
Authorized Agent - Signature

Brian J. Carter
Authorized Agent- Printed Name

SVP of Sales
Title

8/22/17
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 38,779⁰⁰ are available to pay the obligation of Fort Bend County within the foregoing 2nd Renewal.

Robert Ed Sturdivant
Robert Ed Sturdivant, County Auditor

Exhibit 1

STATE OF TEXAS

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COUNTY OF FORT BEND

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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 indicated in the Renewal Notice (attached as "Attachment B").

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.

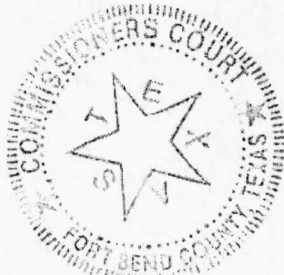
FORT BEND COUNTY

Robert E. Hebert
Robert E. Hebert, County Judge

12-13-14
Date

ATTEST:

Laura Richard
Laura Richard, County Clerk



FACILITYDUDE.COM

Scott V. Carpenter
Authorized Agent - Signature

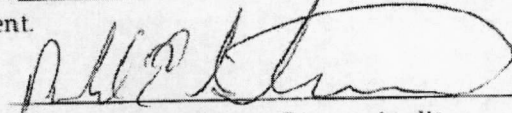
Scott V. Carpenter
Authorized Agent - Printed Name

Sr. VP, Sales
Title

11/21/14
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.


Robert Ed Sturdivant, County Auditor

Attachment A

STATE OF TEXAS

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COUNTY OF FORT BEND

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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.

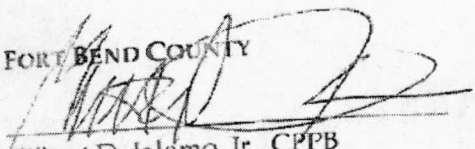
THAT, WHEREAS, the parties have executed and accepted that certain software license for MaintenanceEdge and InventoryEdge software and services, ("Agreement"), attached hereto as "Exhibit A" and incorporated by reference; and

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.

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.

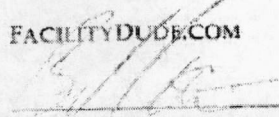
FORT BEND COUNTY



Gilbert D. Jalomo, Jr., CPPB
Purchasing Agent

Date

2-17-16

FACILITYDUDE.COM


Authorized Agent - Signature


Authorized Agent - Printed Name

Title

Date

Vice President, Sales

2/17/16

AUDITOR'S CERTIFICATE

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

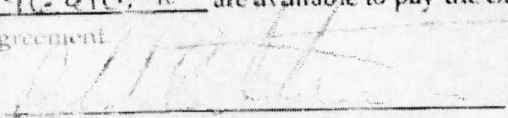

Robert Ed Sturdivant, County Auditor

Exhibit A



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 Management 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
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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
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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



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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			Duration (In Hours)	
Maintenance: see and InventoryEdge: Account Admin - Review Account Setup			4	
Work Order: Account Admin - Workflow			4	
Onsite Day 2 (Week 8) -- One Client Enablement Specialist			Duration (In Hours)	
Q & A / Review of ME, IE Setup			3	
User Training - Supervisors			2	
User Training - Technicians			2	
Launch Review			1	



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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 on 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



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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.

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

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

Representative Name

2/15/2015

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:866-455-3833) **Support** | [877-655-3833 \(tel: +18776553833\)](tel:877-655-3833) **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/>)

Work Order (<https://facilitydude.com/solutions/maintenance/maintenanceedge/work-order/>)

Planned Maintenance (<https://facilitydude.com/solutions/maintenance/maintenanceedge/planned-maintenance/>)

InventoryEdge (<https://facilitydude.com/solutions/maintenance/inventory/>)

Inventory (<https://facilitydude.com/solutions/maintenance/inventory/inventory/>)

Inventory Wireless (<https://facilitydude.com/solutions/maintenance/inventory/inventory-wireless/>)

Capital Forecast (<https://facilitydude.com/solutions/maintenance/capitalforecast/>)

Critical Alarm (<https://facilitydude.com/solutions/maintenance/critical-alarm-automation/>)

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Privacy Policy & Terms of Use

Privacy Policy

Our policy is to respect and protect the privacy of our users. Our goal is to provide the best 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

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866-455 DUDE
(3833)

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

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

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"?

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

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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.

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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.

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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.

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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.

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Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or 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.

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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.

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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

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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.

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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.

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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.

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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.

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If you have questions regarding this Agreement or wish to obtain additional information, please send an e-mail to info@facilitydude.com
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Terms Updated: February 4, 2016

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Exhibit B

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 IPASS (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.fortbendcountytexas.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.epa.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://connect/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.

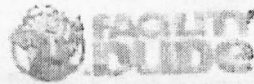
EXCLUSIONS:

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 or 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
Maintenance Edge (10/1/16-9/30/17)	
Inventory Edge (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

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Vendor Contract Information

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Search:

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☐ 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

Contracts: 501-15

Effective Date: 12/01/2015

Expiration Date: 11/30/2016

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

Certificate Number:
2016-140783

Date Filed:
11/29/2016

Date Acknowledged:

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

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

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 Scott Carpenter, this the 1 day of December, 2016, 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

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:
2016-140783

Date Filed:
11/29/2016

Date Acknowledged:
12/13/2016

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

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Fort Bend County

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

Torres, Christina

From: Melissa Buchanan <melissa.buchanan@dudesolutions.com>
Sent: Tuesday, December 06, 2016 10:47 AM
To: Torres, Christina
Subject: RE: Fort Bend County - REQ# 135930 Facilities Dude/Dude Solutions

Hi Christina,

It is covered.

Melissa Buchanan | Contracts Administrator | [Dude Solutions](#) | main (877) 868-3833 | direct (919) 674-8602 | mobile (919) 357-1763

This communication is intended for the sole use of the person(s) to whom it is addressed and may contain information that is privileged, confidential or subject to copyright. Any unauthorized use, disclosure or copying of this communication is strictly prohibited. If you have received this communication in error, please contact the sender immediately. Any communication received in error should be deleted and all copies destroyed.

From: Torres, Christina [mailto:Christina.Torres@fortbendcountytx.gov]
Sent: Tuesday, December 06, 2016 11:35 AM
To: Melissa Buchanan <melissa.buchanan@dudesolutions.com>
Subject: FW: Fort Bend County - REQ# 135930 Facilities Dude/Dude Solutions
Importance: High

Melissa is the Maintenance Edge covered under the Buy Board # 501-15 ? Please respond ASAP as I am trying to get on Courts Agenda .

Christina M Torres
Fort Bend County Purchasing
Buyer III
281-341-3793

From: Meuth, Diana
Sent: Tuesday, November 29, 2016 11:56 AM
To: Melissa Buchanan; Noreen Godfrey
Cc: Jolie Medlin; Torres, Christina; Zwahr, Justin
Subject: RE: Fort Bend County - REQ# 135930 Facilities Dude/Dude Solutions

Thank you!

Diana 'Dee' Meuth
Fort Bend County



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

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Vendor Contract Information

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Search: _____

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☐ Catalog Pricing Only

Refine Your Search:

Vendors

FacilityDude (Dude Solutions Inc)[X]

Price Range

Show all prices

Category

None Selected

Contract

None selected

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

Exhibit 2

PREPARED FOR
Fort Bend County

PREPARED BY
Dude Solutions, Inc.

PUBLISHED ON
March 31, 2017

March 31, 2017

Ignacio Rodriguez
Database Administrator
Fort Bend County

Dear Ignacio,

Thank you for your interest in our affordable suite of powerful, easy-to-use online tools and services that allow you to save money, increase efficiency, and improve services. We are dedicated to providing best in class solutions with top notch support and training. Our additional services are designed to help you maximize the value of your investment.

***BuyBoard pricing used: #501-15**

Item	Term	Pricing Based On	Investment
FacilitySchedule	Annual	100,000 Sq. Ft.	\$3,427.80
FacilitySchedule QuickStart	One-Time	100,000 Sq. Ft.	\$1,978.00
Facility Event Scheduler	Annual	0 N/A	\$0.00
Community Event Scheduler	Annual	0 N/A	\$0.00
Investment:			\$5,405.80 USD

Pricing for the first renewal term is \$3,427.80

Quick Start

Online support and training is standard with each subscription and includes:

QuickStart is our product implementation service to accelerate time to value. A Dude Client Advisor provides the guidance you need to ensure a smooth transition and boost user adoption. This service includes goal setting, timeline planning, and online training sessions.

Support

- A live representative is happy to help Monday to Friday, excluding holidays, 8am - 6pm ET. After hours inquiries will be responded to the next business day.
- Send us an email – we answer 99% of our support emails within 1 hour.
- Reach us instantly through our software with live chat!
- Best practices webinars and podcasts which share new trends, popular reports, and tips.
- Training review webcasts are a great resource for clients who need a refresher after their initial training, or for new employees that could benefit from a training session.



Dude University

We are committed to helping you build your knowledge, network and skills – and **University 2017** (<https://dudesolutions.com/university>) is the best training and professional development for operations management professionals. Join us for 3 days of intensive training where you can:

- Build a strategic vision for your department and ensure goals align with the mission and vision of your organization.
- Save your organization time and money by investing in the training you need to keep your operations excellent and highly efficient.
- Learn how your peers are successfully overcoming similar challenges so you can be a leader of positive change.
- Receive hands on training and 1on1 guidance from our Client Success experts.

Your registration also includes all of the following conference benefits and offerings, however you must book a hotel room independently as it is not included in this price.

- Industry specific professional development and leadership workshops
- Beginner and advanced solution training classes
- Peer-led best practices roundtables and panel discussions
- Hands-on solution training
- Sunday Opening General Session & Motivational Keynote Speaker
- Sunday Welcome Reception & Concert
- Monday Affinity Breakfast & Conference Overview
- Monday & Tuesday Networking lunches
- Tuesday Client Appreciation Dinner
- **Facilities & Experiential Tours** (https://facilitydude.com/images/uploads/resources/2017_Save_the_Date_1.pdf)

Tuition Only Registration \$795.00 (valid until April 14th, 2017) If University Tuition is not on this proposal, contact your sales rep to add it.

Policies:

Payment

- Registration fees must be paid in full before April 14, 2017.
- Written cancellations received by university@dudesolutions.com (<mailto:university@dudesolutions.com>) before April 14, 2017 receive a full refund. No refunds are issued after this date.
- Conference attendee substitutions will be accepted through April 14, 2017.

Terms of Service:

- Proposal has been prepared for Fort Bend County
- Proposal expires in 60 days
- Initial Term: 12 months
- Payment: Terms are net 30 days
- 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.
- Applicable sales taxes are in addition to the quoted price. If your organization is tax exempt, please email a copy of your Tax Exemption Certificate to accounting@dudesolutions.com (<mailto:accounting@dudesolutions.com>).
- Please address purchase order to: Dude Solutions, 11000 Regency Parkway, Suite 110, Cary, NC 27518
- Dude Solutions, Inc. maintains the necessary liability coverage for their products and services. Proof of insurance can be provided upon request.
- If within 60 days of order you are not completely satisfied, you can cancel your service for a full refund of subscription fees.
- Pricing is based upon Dude Solutions, Inc. standard online subscription agreement (<http://dudesolutions.com/terms>)
- Although the terms of this document control, all other conditions of use can be found at: <http://dudesolutions.com/terms> (<http://dudesolutions.com/terms>)

(<http://dudesolutions.com/terms>)

(<http://dudesolutions.com/terms>)

Signature

Presented to:

Q-24002

March 31, 2017, 10:53:20 AM

Accepted by:

Printed Name

Signed Name

Title

Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Dude Solutions, Inc.
Cary, NC United States

Certificate Number:
2017-250854

Date Filed:
08/17/2017

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.

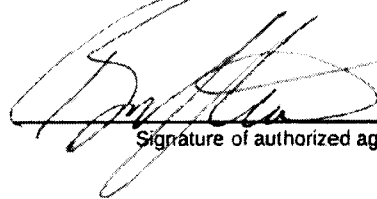
BuyBoard 501-15
software-as-a-service: operations software

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Bertaux, Karen	Cary, NC United States	X	
	Prevost, Ralph	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 Brian J. Carter, this the 22nd day of August, 2017, to certify which, witness my hand and seal of office.

Delina M. Millsaps Delina M. Millsaps
Signature of officer administering oath Printed name of officer administering oath

Title of officer administering oath
Notary Public

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:
2017-250854

Date Filed:
08/17/2017

Date Acknowledged:
09/05/2017

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

Dude Solutions, Inc.
Cary, NC United States

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

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
software-as-a-service: operations software

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

Attachment B



Software for Smarter Operations

PREPARED FOR

Fort Bend County

Robyn Doughtie
Database Administrator
301 Jackson Street
Fort Bend, TX 77469

PREPARED BY

Dude Solutions, Inc.

PUBLISHED ON

March 22, 2018





Software for Smarter Operations

Solutions - Subscription		Pricing based on
FacilitySchedule		65,000 Sq. Ft.
Facility Event Scheduler		0 N/A
Community Event Scheduler		0 N/A
Subscription Term: 7 months		Subtotal: \$761.25
Implementation & Services		
On-Site Services for 2 days		
FacilitySchedule QuickStart		
		Subtotal: \$5,145.60
Total Initial Investment		\$5,906.85 USD
Pricing for the First Renewal Term is \$2,284.00		





Quick Start

Online support and training is standard with each subscription and includes:

QuickStart is our product implementation service to accelerate time to value. A Dude Client Advisor provides the guidance you need to ensure a smooth transition and boost user adoption. This service includes goal setting, timeline planning, and online training sessions.

Legendary Support Team

Your subscription entitles you to world class support from the Legendary Support Team. From 8 am – 6 pm EST, we're standing by ready to assist with any feature/functionality questions. We promise a live person will answer your call within 3 rings and quickly direct you to a knowledge Advisor. We're committed to responding to all emails sent to support@dudesolutions.com (<mailto:support@dudesolutions.com>), within one hour. If you prefer to keep a support dialogue open at your work station, our Advisors are also available via Chat. The Legendary Support Team is dedicated to your success. Our mission is to effectively communicate, efficiently resolve problems, and delight clients with every interaction.

Client Success Team

You have partnered with Dude Solutions because you believe we will deliver overwhelming value to you and your organization. Our Client Success team is dedicated to ensuring you meet the outcomes you and your organization expect by implementing our solutions. You will have the opportunity to work with a member of our Client Success team on an ongoing basis. Your Client Success Representative will be strategic in their efforts to drive results, keeping your success as their primary goal.

Onsite Training Scope of Work

Onsite services consist of personalized guidance, hands-on training, and expert consultation for clients with one of our Subject Matter Experts to ensure success with your solution. Your designated Subject Matter Expert will work with you to develop a detailed agenda to best suit your organization's needs. Available services:

- **Account Setup:** Helping Administrators to determine and execute the best setup options as well as building a personalized rollout strategy.
- **User Training:** Divided by role-type, training sessions can focus on anything from basic "how-to" knowledge to reporting to advanced features.
- **Workflow Consultation:** An in-depth review of your workflow outside the application to maximize your efficiency and effectiveness.
- **Messaging Consultation:** Determine how to best present and message the results of your reports or recommended process changes with specific outcomes from leadership in mind.
- **Light Data Work-Collection/Entry/Changes:** Capture, enter, or change basic information, limited to what can be accomplished during the product expert's time on site.
- **System Refinement:** Take your system from good to great by reviewing current use of the system and current workflow processes in the application, then making adjustments to how the users interact with the system to better leverage advanced features.





Exclusions:

- **Environmental Preparation and Troubleshooting:** Support, or preparation, of any systems or technologies outside of the software application is unavailable for TechnologyEssentials: Insight, TechnologyEssentials: MDM, ConnectAuthenticate, FacilityScheduleAutomation, and CriticalAlarmAutomation.
- **Maintenance, Administrative, IT Support:** DSI Onsite Consultants are not available for the performance of maintenance (including but not limited to the performance of skilled tasks or physical labor), administrative work (including but are not limited to answering emails, answering phone calls, preparing personnel reports or budget reports, or any standard duties assigned to the administrative staff of the site), or local IT support (including but are not limited to local hardware, non-DSI software, and accessing district resources like email or intranet; please have site IT support available).
- **Data Collection/Entry/Changes:** DSI Onsite Consultants are available only during the eight hours of scheduled onsite service, and only for tasks not requiring advanced, specific expertise (including but not limited to detailed equipment information collection, Facility Condition Assessments, Equipment Data Gathering, PM Tasking, or any data entry or changes requiring longer than the eight available hours per onsite day).
- **Custom Reporting:** DSI Onsite Consultants are available to help build and manage reports within DSI applications, including helping managing reports within Microsoft Excel, excluding the building of custom reports.
- **Web/Software Development:** DSI Onsite Consultants cannot build custom applications or web sites, and are not authorized to distribute proprietary information including but not limited to API information, access to source code, or any proprietary back-end information.
- **Mixed Suites:** Onsite Training Services for TechnologyEssentials: Insight, TechnologyEssentials: MDM, ConnectAuthenticate, FacilityScheduleAutomation, and CriticalAlarmAutomation cannot be combined with any other application or suite and must be the only topic for an entire day of onsite service delivery.

Terms of Service:

- Proposal has been prepared for Fort Bend County
- Proposal expires in 60 days
- Initial Term: 7 months
- Payment: Terms are net 30 days
- Billing frequency other than annual is subject to additional processing fees
- 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.
- Applicable sales taxes are in addition to the quoted price. If your organization is tax exempt, please email a copy of your Tax Exemption Certificate to accountsreceivable@dudesolutions.com (<mailto:accountsreceivable@dudesolutions.com>)
- Please address purchase order to: Dude Solutions, 11000 Regency Parkway, Suite 110, Cary, NC 27518
- 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.





- Onsite service days rescheduled less than 2 weeks before the scheduled delivery date will incur cancellation fees.
- Services will be scheduled upon written acceptance of the terms and conditions of this proposal.
- We must allow six weeks of lead time from the purchase date for booking service for travel and living purposes.
- Onsite service days shall be delivered consecutively unless your purchase includes an additional travel and living fee to cover multiple trips.
- Invoicing for onsite service days will be issued as days are delivered in the case of multiple trips.
- Onsite service days expire 12 months from the date of purchase.
- Dude Solutions, Inc. maintains the necessary liability coverage for their products and services. Proof of insurance can be provided upon request.
- If within 60 days of order you are not completely satisfied, you can cancel your service for a full refund of subscription fees.
- The terms and conditions ("Terms") of this offer are based upon Dude Solutions, Inc.'s Online Subscription Agreement (<http://dudesolutions.com/terms>). Acceptance is expressly limited to these Terms. Any additional or different terms proposed by you (including, without limitation, any terms contained in any document incorporated by reference into the Purchase Order) are objected to and rejected and will be deemed a material alteration hereof, unless expressly assented to in writing by DSI.

DUDE UNIVERSITY

MAY 5 - 8, 2019 | RALEIGH

We are committed to helping you build your knowledge, network and skills – and **University 2019** (<http://www.university2019.com/>) is the best training and professional development for operations management professionals. Join us for four days of intensive training where you can:

- Build a strategic vision for your department and ensure goals align with the mission and vision of your organization.
- Save your organization time and money by investing in the training you need to keep your operations excellent and highly efficient.
- Learn how your peers are successfully overcoming similar challenges so you can be a leader of positive change.
- Receive hands on training and 1on1 guidance from our Client Success experts.

To help make this a no-hassle experience, we have created the Dude Deal, which includes conference registration fees, **4 night's hotel accommodation guaranteed in one of the conference hotels (check-in Saturday, May 4, 2019 and check-out Wednesday, May 8, 2019)**. Your registration also includes:

- Industry specific professional development and leadership workshops
- Beginner and advanced solution training classes
- Peer-led best practices roundtables and panel discussions





- Hands-on solution training
- Sunday Opening General Session & Motivational Keynote Speaker
- Registered conference attendees also receive the following meals included:
 - **Sunday Welcome Reception & Dinner**
 - **Hot breakfast Monday, Tuesday and Wednesday**
 - **Networking lunch on Monday & Tuesday**
 - **Tuesday Client Appreciation Dinner**

The All-Inclusive rate for 4 nights of hotel accommodations and conference registration fee is \$1,695. This rate is available on a first come, first serve basis until we sell out or until December 31, 2018, whichever occurs first.

Dude University Policies

Payment, Cancellations & Substitutions

- Dude Deal Registrations must be paid in full at the time of booking with a credit card, to secure your hotel room.
- Dude Deal prices are for single occupancy rooms. Each additional occupant is \$20, per night, per person.
- Written cancellations received by university@dudesolutions.com (<mailto:university@dudesolutions.com>) before March 31, 2019 receive a full refund. No refunds are issued after this date.
- Conference attendee substitutions will be accepted through April 12, 2019.

Spouse/Guests

- The \$100 spouse/guest fee is valid for only the Sunday evening dinner.
- The fee does not entitle the spouse to attend the full conference, meals or other events outside of Sunday evening event mentioned above.
- If you have multiple employees of an organization, they must register for the full conference fee to attend the sessions, the learning lab and all networking events.
- Only 1 guest/spouse per person is permitted.
- Minors under the age of 21 are not permitted to attend Sunday night for liability reasons.





Software for Smarter Operations

Signature

Presented to:

Bend County

March 22, 2018, 3:49:53 PM

Accepted by:

Printed Name

Signed Name

Title

Date



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:
2018-332080

Date Filed:
03/29/2018

Date Acknowledged:
04/10/2018

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

Dude Solutions, Inc.
Cary, NC United States

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

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.

25053
Amendment for scheduling software

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Dude Solutions Intermediate Holdings, Inc.	Cary, NC United States	X	
	Prevost, Ralph	Cary, NC United States	X	
	Hudson, Kent	Cary, NC United States	X	
	Waggener, Karen	Cary, NC United States	X	
	Roshitsh, Edward	Cary, NC United States	X	

5 Check only if there is NO Interested Party.☐**6 UNSWORN DECLARATION**

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)