RESOLUTION APPROVING AGREEMENT WITH DUDE SOLUTIONS, INC. FOR A COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM FOR THE FACILITIES MANAGEMENT DEPARTMENT

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103, the powers of the County as a body are exercised by the County Board; and,

WHEREAS, the County of Sarpy desires to enter into a contract for a computerized maintenance management system for the Facilities Management Department as outlined in the attached proposal; and,

WHEREAS, entering into the contract for services with Dude Solutions, Inc. is in the best interests of the citizens of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that this Board hereby approves and adopts the agreement with Dude Solutions, Inc., a copy of which is attached.

BE IT FURTHER RESOLVED that the Chairman of this Board, together with the County Clerk is hereby authorized to sign on behalf of this Board the agreement with Dude Solutions, Inc., a copy of which is attached, and any other related documents, the same being approved by the Board.

The above resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 9th day of August, 2016.

Sarpy County Board Chairman

ATTEST:

Sarpy County Clerk
MEMO

To: Sarpy County Board of Commissioners
From: Beth Garber
Re: Computerized Maintenance Management System

For several months Facilities Management has been reviewing various computerized maintenance management systems. The cloud based software system will assist Facilities management in managing facility equipment by managing reactive and preventative maintenance, tracking inventory, responding to alarms and planning capital needs. The system will be able to manage the facility management workflow on a single platform through work order tracking and prioritization. The proposal for Dude Solution is $7,667.50 for 2017 FY with an annual renewal amount of $5,850 for 2018 FY. Dude Solution is used by Papillion La Vista Public Schools, Buffalo County, Bellevue University, Henry Doorly Zoo, Westside Community Schools and others.

Please feel free to contact me at bgarber@sarpy.com with any questions.

August 5, 2016

cc: Deb Houghtaling
    Mark Wayne
    Scott Bovick
    Brian Hanson
    Ross Richards

Beth Garber
Dear Ross,

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. Your subscription includes unlimited users and pricing is based on the following:

Total Square Footage of Facilities: 236989

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<th>One-Time</th>
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<td>MaintenanceEdge</td>
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<tr>
<td>Inventory Edge - Quick Start</td>
<td></td>
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Annual renewal amount from 7/1/2017-6/30/2018 is $5,850.00

Total Investment: $7,667.50
Training & Support
Online support and training is standard with each subscription and includes:

Product Launch Services
Work 1:1 with a client advisor from your initial purchase to determine your needs, goals, and timeline. Then, we will design a success plan tailored to your specific environment and requirements.

Lifetime Training
You have lifetime training for all active product subscriptions, including:
  • Scheduling online training sessions for new product administrators.
  • Holding group training for specific product roles.

Lifetime Support
You have lifetime support for all active product subscriptions:
  • A live representative is happy to help Monday to Friday 8am - 6pm ET. After hours inquiries will be responded to the next business day.
  • A friendly representative will answer the phone within 3 rings and direct you to a knowledgeable team member who can help.
  • 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.

Scope of Work & Terms

Terms of Service:
  • Proposal has been prepared for Sarpy County.
  • Proposal is valid for 30 days.
  • Initial Term: Shall commence upon signature of parties until June 30, 2017.
  • Automatic renewal for periods of one year thereafter shall occur unless written request for non-renewal is received in writing at least 30 days prior to expiration of term.
  • Payment: Terms are net 30 days.
  • Applicable sales taxes are in addition to the quoted price. If Sarpy 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 110, 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 (mailto: support@facilitydude.com) for technical support.
• Subscription begins upon written acceptance of terms and conditions of the proposal.
• Data Imports, project management, and onsite training are outside of the scope of this proposal and are available at an additional cost.
• Pricing is based upon FacilityDude.com’s standard Terms of Use (https://facilitydude.com/privacy-terms-of-use/)
• FacilityDude.com’s Terms of Use are governed by our online terms of use statement available at: http://facilitydude.com/privacy-terms-of-use/ (http://facilitydude.com/privacy-terms-of-use/).

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.

Payment and Delivery Terms:

• If within 60 days of order you are not completely satisfied, you can cancel your service for a full refund.
ADDENDUM TO DUDE SOLUTIONS PROPOSAL FOR SERVICE

The undersigned contracting parties agree that the following Language shall be incorporated into the Scope of Work and Terms.

"The Contractor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee."

This Agreement shall be interpreted, construed and enforced under the laws of the State of Nebraska. It is understood and agreed by the County and Contractor hereto that if any part, term, condition, or provision of this Agreement is held to be illegal or in conflict with any law of the State of Nebraska or of the United States, the validity of the remaining parts, terms, conditions, or provisions shall not be affected, and the rights and obligations of the County and Contractor shall be construed and enforced as if the Agreement did not contain the particular part, term, condition, or provisions held to be invalid.

Pursuant to Neb Rev. Stat. '73-102, Contractor declares, promises, and warrants it has and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended, (42 U.S.C.A. ' 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb Rev. Stat. ' 48-1101, et seq., in that there shall be no discrimination against any employee which is employed in the performance of this contract, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 9th day of August, 2016.

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate

ATTEST:

Chairperson
Sarpy County Board of Commissioners
Approved as to form and content:

[Signature]
Deputy County Attorney