

**Solicitation Number: RFP #020421****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Accruent, LLC, 10500 Alterra Parkway, Suite 110, Austin, TX 78758 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Facility Assessment and Planning with Related Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires March 24, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

## **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

## 11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

## 12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

## 13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

### A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
  - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*



- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
  - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
  - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

## 15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

## 16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for Products-Completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

- \$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:  
\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:  
\$2,000,000 per claim or event  
\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:  
\$2,000,000 per occurrence  
\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial

general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

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

all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R.

§180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor’s discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor’s personnel for the purpose of interview and discussion relating to such documents.



L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**22. CANCELLATION**

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:  
*Jeremy Schwartz*  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 3/23/2021 | 7:56 PM CDT

Accruent, LLC

DocuSigned by:  
*James Robb*  
By: 73C8A3B7F5544DF...  
James Robb  
Title: CFO  
Date: 3/23/2021 | 3:58 PM CDT

Approved:

DocuSigned by:  
*Chad Coauette*  
By: 7E42B8F817A64CC...  
Chad Coauette  
Title: Executive Director/CEO  
Date: 3/23/2021 | 8:06 PM CDT

# RFP 020421 - Facility Assessment and Planning with Related Services

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## Vendor Details

Company Name: Accruent LLC  
Address: 11500 Alterra Parkway, Suite 110  
Austin, TX 78758  
Contact: Christopher Nabers  
Email: cnabers@accruent.com  
Phone: 254-931-1884  
HST#: 27-1433889

## Submission Details

Created On: Tuesday January 12, 2021 13:22:22  
Submitted On: Thursday February 04, 2021 13:59:55  
Submitted By: Christopher Nabers  
Email: cnabers@accruent.com  
Transaction #: 6d6aa7fc-0398-4c84-b302-ea86134adb36  
Submitter's IP Address: 165.225.217.41

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Accruent, LLC
2	Proposer Address:	10500 Alterra Parkway, Suite 110 Austin, TX 78758
3	Proposer website address:	www.accruent.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	James Robb, CFO jrobb@accruent.com 512-861-0726
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Chris Nabers, Senior Account Executive 10500 Alterra Parkway, Suite 110 Austin, TX 78758 cnabers@accruent.com 254-931-1884
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	n/a

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Accruent is a global software company that helps organizations achieve superior performance by transforming how they manage their physical resources. Its innovative, industry-leading cloud-based software and services enable organizations to optimize all stages of real estate, facilities and asset management, from capital planning through to IoT-based monitoring and control. With a proven track record across two decades, Accruent has created the only integrated SaaS-based framework and reporting platform for full lifecycle physical resource management.</p> <p>Founded in 1995, Accruent is a publicly held entity headquartered in Austin, Texas, and serves a wide range of industries in 150+ countries around the world. Accruent is incorporated in Delaware. Accruent's product portfolio is designed for the complex needs of specific industries, including corporate real estate, healthcare, higher education, public sector, retail, telecom, and utilities. VFA, Inc. was acquired by Accruent in November 2014. In 2018, Accruent was acquired by Fortive Corporation. Fortive is a diversified industrial conglomerate company headquartered in Everett, Washington, United States.</p>

8	What are your company's expectations in the event of an award?	<p>In the event of an award, Accruent expects to utilize Sourcewell as the primary buying vehicle for our Facility Assessment and Planning Services in North America. We intend to coordinate and conduct an aggressive marketing strategy with the end goal of providing the greatest value and cost savings to Sourcewell members, as well as current Accruent customers</p> <p>Accruent's industry leading assessment, consulting, and professional services teams, coupled with our best-in-class software platforms, will deliver the highest quality solutions to optimize facility condition data and prioritize capital planning for Sourcewell participating entities. Additionally, our seasoned sales team, consisting of over 150 experienced professionals, will be strategically deployed across North America to actively market, and offer exceptional value to Sourcewell members.</p>	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>The following information is extracted from the Annual Report of Fortive Corporation, Accruent's parent company.</p> <p>Total Sales  FY19: 7.32 Billion  FY18: 6.4527 Billion  FY17: 5.7561 Billion</p> <p>Gross Profit  FY19: 3.6803 Billion  FY18: 3.3213 Billion  FY17: 2.9214 Billion</p> <p>Comprehensive Income  FY19: 769.2 Million  FY18: 2.7901 Billion  FY17: 1.1827 Billion</p>	*
10	What is your US market share for the solutions that you are proposing?	<p>With 22 global offices, Accruent provides services and software to over 10,000 customers across the globe. Our software manages over 3 million assets, and over 8 billion square feet of property. We have performed facility assessments on over 5 billion square feet of building space.</p> <p>In the United States specifically, Accruent delivers services and software to over 5,400 customers that encompass Federal, State and local government agencies, Higher Education, K-12, Healthcare, Commercial Real Estate, and Corporate entities.</p>	*
11	What is your Canadian market share for the solutions that you are proposing?	Accruent's Canadian market share supports over 520 clients that span Government, Higher Education, K-12, Healthcare, Commercial Real Estate, and Corporate entities.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
13	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	Service Provider. All of the individuals who work on our projects are full-time employees of Accruent, including Architects, Mechanical and Electrical Engineers, Cost Estimators, and Facility Managers. Occasionally, Accruent may bring on a local third-party in cases where they add value to our service.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	n/a	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	n/a	*

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	Nominated (in conjunction with Mitie) for Verdantix 2020 Smart Buildings Innovation Awards Included as Challenger in 2019 Gartner EAM Magic Quadrant (Maintenance Connection) Included in Gartner 2020 Field Service Magic Quadrant (vx Field) Included as a Leader in 2019 Verdantix Green Quadrant for IWMS Included as a Leader in 2019 Verdantix Green Quadrant for IoT Platforms for Smart Buildings Included as a Leader in 2019 IDC Cloud-based CMMS (Maintenance Connection) Included in more than 30 analyst reports across all categories in 2020	*
17	What percentage of your sales are to the governmental sector in the past three years	7%	*
18	What percentage of your sales are to the education sector in the past three years	12%	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Accruent currently participates in the National Cooperative Purchase Alliance (NCPA), and OMNIA Partners purchasing cooperative. We cannot provide annual sales volume numbers a this time but would be happy to provide additional information with execution of an NDA.	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	None	*

**Table 4: References/Testimonials**

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
The University of Texas – Austin	Ana Thiemer, Associate Director for Planning	(512) 471-3767	*
Clark County School District (NV)	Ruby Alston, Director of Facilities and Bond Fund Finance	(702) 799-7595	*
City of Baltimore, MD	Willem Elsevier, Project Manager of Architecture & Planning	(410) 396-4361	*
County of Fresno, CA	Chris Jones, Staff Analyst	(559) 600-5996	
British Columbia Ministry of Technology Innovation & Citizen Services	Matthew Andrews, Director of Asset Portfolio	(250) 213-6821	

**Table 5: Top Five Government or Education Customers**

**Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.**

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Canadian Gov't Dept. of National Defence (CDND)	Government	ON - Ontario	Facility Assessments, Professional Services, and Software	Accruent does not disclose contract dollar amounts.	Accruent does not disclose contract dollar amounts.	*
D.C. Dept. of General Services	Government	District of Columbia - DC	Facility Assessments, Professional Services, and Software	Accruent does not disclose contract dollar amounts.	Accruent does not disclose contract dollar amounts.	*
State of Illinois, Capital Development Board	Government	Illinois - IL	Facility Assessments, Professional Services, and Software	Accruent does not disclose contract dollar amounts.	Accruent does not disclose contract dollar amounts.	*
ON (Province Of) Ministry of Education	Government	ON - Ontario	Facility Assessments, Professional Services, and Software	Accruent does not disclose contract dollar amounts.	Accruent does not disclose contract dollar amounts.	*
Colorado Department of Education	Government	Colorado - CO	Facility Assessments, Professional Services, and Software	Accruent does not disclose contract dollar amounts.	Accruent does not disclose contract dollar amounts.	*

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
23	Sales force.	Accruent employs over 160 individuals dedicated to Sales.	*
24	Dealer network or other distribution methods.	Accruent maintains a strong Channel Partner Organization, wherein dedicated resellers work closely with us to distribute Accruent software.	*
25	Service force.	Accruent employs over 250 individuals dedicated to Services.	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Accruent Support consists of remote assistance with issues via Accruent Customer Communities, email, and phone support during standard business hours. Accruent's standard business hours are 8AM – 8PM EST, except for Accruent observed holidays, which are listed at the end of this document. Customers with eligible products with purchased premium support may call 24x7, including Holidays. For more detailed information, please see the attached supplemental information.	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>Accruent has been providing Facility Condition Assessments and Planning Services for well over two decades and has an excellent reputation in the condition assessment industry. Our assessment team of 100+ engineers and architects are experienced, full-time facility assessors, each trained in our assessment methodology so we can ensure quality and consistency in the way the data is collected. Our engineers do no remedial or design work, and therefore provides a truly unbiased, independent assessment of your assets.</p> <p>We offer a broad spectrum of Assessment offerings that allows you to select the appropriate blend of services based on the needs of individual assets. This built-in flexibility helps you make efficient use of capital planning dollars and receive only the data that is required for building the capital plan going forward (i.e., a growth path).</p> <p>With our headquarters in Austin (TX), and office locations in Minneapolis (MN), Phoenix (AZ), Denver (CO), New Orleans (LA), Boston (MA), and Plano (TX), in addition to home office across the country, Accruent is uniquely positioned to deliver the highest quality services to Sourcewell participating entities across the United States.</p>	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Accruent maintains offices in Vancouver, British Columbia, as well as Vaughan, Ontario, and employees over 50 engineers, architects, and professional assessors in Canada alone. We've performed facility assessments on well over a billion gross square feet of facilities in Canada and are fully able and willing to provide these services for Sourcewell participating entities.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None. Accruent can serve Sourcewell participating entities throughout the United States and Canada in their entirety.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Accruent is willing to serve all entity sectors covered by the proposed contract, including government, education, and not-for-profit.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None. Accruent is willing to provide services in Hawaii, Alaska, and in US Territories.	*

**Table 7: Marketing Plan**

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Accruent will work with Sourcewell to generate a co-branded press release within 30 days of contract award. The reach of this press release will be extended by sharing the announcement through Accruent's social media channels. Accruent will also build a micro-site to house necessary reference materials, created collateral, and other content related to the contract. These pieces of collateral will be present at trade shows and made available to Sales for printed and digital delivery to prospects and customers.</p> <p>In addition, Accruent sales professionals will actively market Sourcewell as a preferred purchasing vehicle to save time, money, and fulfill competitive RFP requirements. Since a large portion of our public clientele are already Sourcewell members, our Marketing team will create email campaigns to actively reach out and educate customers on the benefits of purchasing through a Sourcewell cooperative contract while our dedicated Business Development team reaches out to these members through phone prospecting campaigns.</p> <p>Please see attached samples of our marketing material for reference.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Accruent uses highly sophisticated social media campaign strategies through platforms such as Twitter, LinkedIn, Facebook, and Instagram to reach our growing base of over 30,000 combined followers. Utilizing Marketo to power our marketing strategies, Accruent's marketing team analyzes the data to determine how to most effectively generate marketing content to reach our target audience. This data driven approach influences how content such as press releases, collateral, and webinars are generated. We will continue using this approach to market Sourcewell and will be happy to work with Sourcewell directly to ensure we are delivering the appropriate positioning and messaging to articulate the value of the contract to eligible entities.</p>
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Accruent expects that Sourcewell will represent our organization, brand, products, and services on their website and collaborate with us to ensure its member entities achieve the greatest value from our proposed services and solutions in this contract. In turn, we will work diligently to integrate any resulting Sourcewell contract into our current marketing strategy to optimize participation from member entities.</p> <p>Accruent Sales professionals will receive communication regarding the award of the contract and begin the prescribed training within 90 days. Marketing will create a Sourcewell play within the Sales Playbook and work directly with the Sales organization to articulate the messaging to deliver to our customers and Sourcewell participating entities.</p>
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Due to the enterprise nature of our solutions, Accruent does not currently offer any products or services through an e-procurement ordering process.</p>

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
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36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Accruent's VFA.facility Training Class Options:</p> <p>VFA.facility Core Training – This class is the primary class provided to all new VFA.facility users, in order to provide them with a solid foundation in the software's primary functionality. It focuses on providing an in-depth understanding the facility condition assessment database records, as well as the multiple reporting, forecasting and prioritization tools available in the software. (2-day engagement for up to 10 Students)</p> <p>VFA.facility Manager Overview/Refresher Training – This class is intended to provide a high-level overview of the VFA.facility software's primary features and functionality. It is an abbreviated version of the VFA.facility Core Training, that is a good option for managers who need an overview of the software, or users who require a refresher after having previously attended the Core Training class. (6 hours of web-based instruction for up to 5 Students)</p> <p>VFA.facility Advanced Data Maintenance – This class is targeted towards users who would like to update and maintain their previously assessed facility condition assessment database. It focuses on updating existing Asset, System and Requirement records, as well as editing or adding to existing cost estimates (a background in cost estimating is a prerequisite for users who would like to develop cost estimates using RSMMeans line items). (2-day engagement for up to 10 Students)</p> <p>VFA.facility Advanced Data Development – This class is targeted towards users who would like to manually enter the data gathered during a facility condition assessment into the VFA.facility database. While VFA.auditor is our suggested tool for new assessment data-collection and entry, manual data manipulation is sometimes preferred. This class focuses on creating new Asset, System and Requirement records, as well as the creation of new cost estimates (a background in cost estimating is a prerequisite for users who would like to develop cost estimates using RSMMeans line items). (2-day engagement for up to 10 Students)</p> <p>VFA.facility Core Training + Advanced Data Maintenance or Development – This class combines the two-day VFA.facility Core Training with an additional day focused on either Advanced Data Maintenance or Advanced Data Development. This is a good option for new clients who are interested in maintaining their database in-house, post-assessment, or who may be interested in assessing and manually populating their VFA.facility database on an ongoing basis. (3-day engagement for up to 10 Students)</p>
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37	Describe any technological advances that your proposed products or services offer.	<p>Accruent will utilize our innovative capital planning and decision support solution, VFA.facility, in the delivery of assessment services and reports at the conclusion of the assessment work. The reports generated by the VFA.facility software empowers you to optimally reinvest in your physical assets through its powerful analytical and reporting capabilities.</p> <p><b>Capital Planning Software for Better Facilities Management</b>  The VFA capital planning software platform helps facilities professionals objectively model multi-year capital plans that optimize and align real estate portfolio investments with their mission. By centralizing asset and facility information, this cloud-based software provides the forecasting tools managers need to efficiently gather and maintain facility condition data and then leverage that data to optimize budget decisions about maintenance and capital planning. Most competitors' software was developed simply to store facility condition assessment data: their primary focus. Accruent took a different approach. We believe the assessment data is most valuable when supported by robust analytics, graphics and reporting in a flexible and easy to use software tool. VFA is a best-in-class software solution underpinned by a large in-house development team, highly experienced implementation specialists and facility condition assessors who are second-to-none in the industry. Providing a complete capital planning solution incorporating all these elements under one roof is what sets Accruent apart from its competitors</p> <p><b>Centralize information about your facility assets</b>  VFA allows you to organize asset data into numerous levels and create customized fields and drop-down lists on the fly. Then, sort, group and filter that information based on specific criteria, and view the portfolio by site, building type, size, ownership and more. Unlock the value of the VFA platform for all stakeholders by providing them with quick and secure access to key facilities information on a desktop or mobile tablet. The entire team can have the timely access to the facilities data they need to effectively contribute to the capital budgeting process. Leverage in-house staff with a tablet-based self-assessment module that helps facilities teams rapidly collect incremental facility and building condition data. This mobile software features best-practice inspection survey templates for quick and accurate assessments.</p> <p><b>Product Development</b>  Our Product development process is focused on driving customer success. The Product Management team receives customer input through a variety of different interaction and feedback channels, including customer surveys, interviews and meetings, our annual customer conferences, communication portals in our software and through Customer Advisory Councils that address high-priority items. New enhancements are designed and delivered using an Agile development methodology and incorporated into our solutions through multiple releases throughout the year. We hold regular webinars and provide myriad training opportunities to ensure our customers are always informed and able to take advantage of new functionality as soon as it is made available.</p> <p>Furthermore, our core software implementation leadership has many combined decades of experience in implementation and project management. Our approach is to employ best practices in our methodologies and products, allowing us to reduce risk and to maintain a 100 percent success rate in implementing Accruent software on time and on budget. Accruent continues to build and enhance this industry-leading suite of applications as part of its deep commitment to the higher education market, and to achieving outstanding business results for our customers. Our solutions provide our customers with powerful, industry-specific tools to address tactical real estate needs and to integrate physical facilities with an organization's broader strategic vision for the short, medium, and long terms.</p>
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38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Accruent helps companies improve sustainability and reduce downtime through physical resource management while ensuring compliance with EPA, CARB, and F-Gas regulations and reducing fugitive emissions. Accruent's remote monitoring platform shows best-in-class results in monitoring energy performance and enabling autonomous reduction controls. And more than half the hospitals in the U.S. rely on Accruent's CMMS monitoring software to extend the technological lifespan of life-saving biomedical equipment.</p> <p>Furthermore, the 2020 Fortive CSR Report covers our environmental policy in detail. Here are some highlights:</p> <ul style="list-style-type: none"> <li>- Climate protection; mentioning how Fortive businesses directly support and advance the rapidly evolving field of renewable energy</li> <li>- Reduction of energy consumption; we strive to reduce our environmental footprint by minimizing waste, preventing pollution, and adopting sustainable practices and policies</li> <li>- Conservation of natural resources; by limiting paper printing and recycling and reusing items wherever possible. Saving energy is a win-win—it helps the environment and improves our bottom line. The Fortive toolkit includes an Energy Kaizen tool that takes a facility through a complete energy audit and identifies opportunities for energy savings.</li> <li>- Compliance with environmental legal compliance; as governed by our Code of Conduct standards. In addition to compliance with all applicable laws, suppliers must seek to minimize adverse impacts on the environment as well as conserve resources.</li> <li>- Reduction of emissions and pollutants; reducing fuel where possible and reducing emissions across all business areas. Our goal is to reduce our Scope 1 and 2 CO2 equivalent (CO2e) emissions across our sites by 40% per dollar of revenue generated by 2030, using 2017 as our baseline.</li> <li>- Reduction of waste and increase of recycling; appropriate bins for recycling are in every office.</li> </ul> <p>For Accruent's assessment services, we have developed energy and green building assessments for our customers that focus on evaluating potential energy conservation opportunities for individual buildings or portfolios of buildings. The service provides detailed data and reports related to a building's energy performance, and costs and benefits of potential energy initiatives. Based on ASHRAE Standard 211-2018, Standard for Commercial Building Energy Audits, the assessment is a hybrid approach combining levels of effort from the Preliminary Energy Use Analysis and aspects of Level 1 Analyses. The costs and benefits of energy savings measures can be integrated into the capital planning process.</p>
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	n/a
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Accruent recognizes the expertise and specialties provided by M/W/DV BEs and diverse suppliers and believes in providing equal opportunity to diverse suppliers however, Accruent is not a "certified" diverse supplier and does not make diversity plans and commitments based on one customer's requirements. That said, Accruent utilizes equal opportunity procurements practices and approaches to procurements and always welcomes bids and business relationships from M/W/DV BEs and diverse suppliers. Accruent's approach to business relationships is to provide equal opportunities and so utilizes suppliers and vendors who are suitably qualified and appropriate for the types of services required so that Accruent can provide employees, business partners and our entire portfolio of customers with leading industry products and services while achieving corporate goals and accepting corporate and social responsibility.</p>
41	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	<p>The built environment is all around you – it's the building you work in, the technology that manages your workflows and processes, and the physical and digital assets you work with every day.</p> <p>Today, that built environment is saddled with more systems to manage, more regulations to follow, and higher expectations than ever before.</p> <p>To manage it all, you're investing in technology – Mobile, IoT, Cloud, Big Data, Security – to help you and the people around you work more efficiently, catch errors before they become problems, and provide deeper insights so you can make decisions with confidence.</p> <p>Because if you don't, you risk discovering problems too late, being noncompliant with regulations, making uninformed decisions with long-term consequences, and suffering large-scale security breaches – all leading to more money needlessly spent in the long run.</p> <p>But these investments are creating an even more complex world of connected infrastructures, complicated workflows and unintuitive tools that end up generating more data points than you know what to do with.</p>

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

#### Your World is Filled with Opportunity

Hidden within this complex world of connected infrastructures and integrated workflows is endless opportunity. Opportunity to look below the surface – and beyond the chaos — to unlock the value hidden in your complex systems and endless data points. And to then use those insights to drive better performance with the clarity and certainty you can only get from seeing the full picture.

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

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

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

#### What We Do at Accruent

Accruent supports the management and operation of over eight billion square feet of property worldwide. We know that your physical resources – real estate, facilities, and assets – are the basis of your business, because Intelligence for the Built Environment is more than a tagline, it's our philosophy.

With the help of Accruent's best-in-class solutions, you can shed siloed technology and gain the clarity to make confident decisions for the future. Our solutions provide you with the insights you need to deliver results and continuously improve your bottom line. This means supreme dedication to service with our customer-obsessed in-house facility condition assessment assessors, implementation specialists, and development team.

With our depth of knowledge of facility assessments and related planning services, we understand how important a condition assessment is to meet public entities' mission and long-term goals. Our experienced Assessment Services Team gather existing asset information and establish access protocol and scheduling with our clients. Once onsite, our Assessment Services Team conduct a facility condition assessment to identify and document all maintenance, repair, and replacement requirements, in addition to recommending upgrades and improvements where applicable. Specifically, analyzing and projecting deficiency costs, Current Replacement Value for each facility, Facility Condition Indices (FCI), and multi-year expenditure forecasts. Using the data collected, we enter it into our world-class software, VFA.facility, which will provide a comprehensive narrative report and database.

#### Experience and Qualifications

Accruent has been providing Facility Condition Assessments and Capital Planning Management Solutions for well over two decades and has an excellent reputation in the condition assessment industry.

Our FCA team of 100+ engineers and architects are experienced, full-time facility assessors, each trained in our assessment methodology so we can ensure quality and consistency in the way the data is collected.

Our engineers do no remedial or design work, and therefore provides a truly unbiased, independent assessment of our customers' assets.

Accruent has been selected by hundreds of Public Sector and Educational customers as their capital planning and management solution provider.

#### Flexible Methodology and Innovative Business Practices

Accruent offers a broad spectrum of assessment and planning offerings that allows our customers to select the appropriate blend of services based on the needs of individual assets. This built-in flexibility helps make efficient use of capital planning dollars and receive only the data that is required for building the capital plan going forward (i.e., a growth path).

#### Technology

Accruent utilizes our innovative capital planning and decision support solution, VFA.facility, in the delivery of assessment services and reports at the conclusion of the assessment work.

The reports generated by the VFA.facility software empowers our customers to optimally reinvest in their physical assets through its powerful analytical and reporting capabilities.

**Table 9: Warranty**

**Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.**

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	For 90 days following the acceptance of Accruent Software, Accruent warrants that (i) the Accruent Software will perform materially in conformance with the applicable Documentation and this Agreement; and (ii) the functionality and security of the Accruent Software will not materially decrease.
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Accruent is not responsible for any claimed breach of any warranty caused by: (i) modifications made to the services by anyone other than Accruent or its Partners; (ii) the combination, operation, or use of the services with any items not certified or approved by Accruent; (iii) Accruent's adherence to Client's specifications or instructions; (iv) errors caused by or related to internet connectivity, (v) Client deviating from the services operating procedures described in the Documentation, or (vi) Partner Software, which is pursuant to the original licensor's warranty, if any.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Facility Condition Assessment is a service and therefore would not require a technician. The software VFA.facility is a SaaS-based cloud software, and all maintenance is performed remotely.
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Facility Condition Assessment is a service and therefore would not require a technician. The software VFA.facility is a SaaS-based cloud software, and all maintenance is performed remotely.
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Certain SaaS Services may contain Partner Software, and Accruent may add and/or substitute functionally equivalent products for any Partner Software in the event of product unavailability, end-of-life, or changes to software requirements. Accruent makes no warranty with respect to any Partner Software.
47	What are your proposed exchange and return programs and policies?	If the services are not performed consistent with the warranty, Client shall promptly notify Accruent in writing of such claim. As Client's exclusive remedy for any claim under this warranty and provided that such claim is determined by Accruent to be Accruent's responsibility, Accruent shall, within 30 days of its receipt of Client's written notice, (i) re-perform the affected services so that they are conforming; (ii) provide Client with a plan reasonably acceptable to Client for re-performing the affected services; or (iii) if neither (i) nor (ii) can be accomplished with reasonable commercial efforts from Accruent, then Accruent or Client may terminate the affected service, and Client will be entitled to a refund of the pre-paid but unused portion of the fees paid for the affected service. The preceding warranty cure shall constitute Accruent's entire liability and Client's exclusive remedy for breach of the warranty set forth herein. If Client elects not to terminate the applicable service, Client waives all rights for the applicable warranty cure set forth herein.
48	Describe any service contract options for the items included in your proposal.	Accruent Support remotely assists Client with issues during standard business hours and via email, phone support, and its online ticketing system called Accruent Customer Communities. Support is only provided in English. Designated Support Contacts are provided support for Incidents in the current and Supported Accruent Releases that run unaltered on designated supported database products, office suite products, web browsers, and/or operating systems, as set forth in Documentation. Accruent is only obligated to provide support for the software as it was delivered by Accruent and will not provide support for any Software that has been altered or modified by any party other than Accruent or its Partners.

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	Net 30. Fees are specified in an applicable Statement of Work, and/or Order Document and unless stated otherwise are denominated and payable in United States dollars. Unless agreed otherwise, fees are due within thirty (30) days of invoice date.
50	Describe any leasing or financing options available for use by educational or governmental entities.	This is not applicable to the services offered in our proposal.
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Accruent will present the Sourcewell participating entity with a Statement of Work or Order Document detailing the services to be delivered, including any addenda, and supplemental terms and conditions to further define the level of service requirements over and above the minimum defined in this contract. Upon the participating entity's electronic or written acceptance of the SOW/Order Document and issuance of a Purchase Order, the participating entity agrees to be bound by the terms of the agreed upon document. Accruent will then issue an invoice to the client that will be payable within 30 days. All sales will be conducted internally by the Accruent sales team and no external dealer network will be necessary. Accruent utilizes a robust CRM platform and is fully capable of providing the required quarterly reports referenced in the contract.
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	No, Accruent does not accept P-cards as a payment method.

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Accruent's pricing model differs based on the service or product offered. For Facility Assessment services, we will work with Sourcewell participating entities to determine the number of hours needed for the project based on factors such as their building list, square footage, and scope of work. Accruent will provide a fixed fee price for assessment services, including the below discount on all projects with a minimum of 500,000 square feet of building space assessed. For additional professional services proposed for this contract, Accruent offers the discount below off our fixed fee list price. Please see attached pricing matrix for our hourly rates and fixed fee services.</p> <p>As part of Accruent's complementary suite of solutions, Accruent offers software-as-a-service as an annual subscription to support the delivery and management of our facility assessment planning and related services proposed in this contract. Please see attached pricing matrix referenced above for a detailed breakdown of our SaaS offerings and pricing.</p> <p>The following discounts shall apply to all services and solutions proposed as part of this agreement:</p> <p>Facility Assessment Services, USD Discount: 15%  Professional Services, USD Discount: 10%  Software-as-a-Service, USD Discount: 25%</p> <p>Facility Assessment Services, CAD Discount: 10%  Professional Services, CAD Discount: 5%  Software-as-a-Service, CAD Discount: 25%</p>

54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The following discounts shall apply to all services and solutions proposed as part of this agreement. Please see attached pricing matrix for a more detailed breakdown of our hourly rates, fixed fee services, and software solutions.  Facility Assessment Services, USD Discount: 15% Professional Services, USD Discount: 10% Software-as-a-Service, USD Discount: 25%  Facility Assessment Services, CAD Discount: 10% Professional Services, CAD Discount: 5% Software-as-a-Service, CAD Discount: 25%	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	Please see attached pricing matrix for a detailed breakdown.	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Not applicable	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Please see attached pricing matrix for our hourly rates and fixed fee services.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Not applicable	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Not applicable	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	In the event a Sourcewell participating entity requires delivery of a service remotely or web-based that would otherwise be provided at the client site, Accruent will work with the client on a revised scope and price that meets their requirements.	*

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Accruent is offering a higher discount than we typically offer cooperative procurement organizations on the services listed within this proposal.

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Accruent has developed and deployed a robust CPQ (Configure, Price, Quote) process within our CRM system that tracks every opportunity from initial quote, to close. This process ensures our clients obtain the best pricing, including discounts, afforded through cooperative agreements. Our sales executives will be able to request a quote utilizing Sourcewell and ensure that discounts are automatically applied to the appropriate product or service. Before an opportunity can be marked as "Closed," our Order Processing team audits the applicable Statement of Work, and/or Order Document to confirm contract pricing was directly applied. Once an opportunity has been closed and an invoice issued, our records will reflect sale for quarterly reporting back to Sourcewell.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Accruent proposes a 2% administrative fee of the total of sale amount(s) reported. From the invoice, Accruent shall pay to Sourcewell two (2%) administrative fee on the amount of the agency's purchase order less any applicable sales tax and Performance and/or Payment bond cost each calendar quarter.

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response *
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64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Accruent Capital Planning (ACP) is a leader in the building assessment industry and has been a respected provider of property condition assessments, capital planning services and software internationally for 25 years. Accruent Capital Planning's core business is providing integrated software and services for facilities asset management and capital planning. Accruent Capital Planning ("ACP") assists clients in understanding the value of their facilities, infrastructure, investments needed to meet current and future requirements, and the risk to the client's mission resulting from underinvestment in facilities. ACP has helped over 1,000 organizations in government, education, corporate and healthcare markets to strategically manage more than 5 billion square feet of real estate across 150,000 facilities.</p> <p>ACP is a division of Accruent, the global provider of full lifecycle physical resource management solutions. Accruent offers an alternative to the fragmentation of real estate solutions. By combining the management of the facilities operations and capital planning, the two primary needs of all facilities executives, ACP provides a unified enterprise solution combining world-class cloud software and consulting services for facilities strategy, planning, management, and operations. Our solutions are integrated into the broader Accruent family of best-in-class cloud-based products through our data integration framework, Accruent Fabric.</p> <p>Accruent has a global workforce of over 1,200 employees. The ACP division includes an in-house team of over 100 professional assessors, consultants and expert Project Managers and Directors across North America with over 15 years of average experience dedicated to condition assessments and capital planning expertise. ACP's assessment professionals consist of Engineers, Architects and Facilities Management staff trained and certified in Accruent's assessment methodology that is based on the ASTM 2018-15 Standard Guide for Property Condition Assessments (PCA's).</p> <p>As part of delivering these services, Accruent also developed VFA.facility, which is its capital planning software that enables clients to more effectively manage their facilities. This powerful web hosted asset management and capital planning software provides clients with an in-depth understanding of their asset condition and the funding needs of their assets. Additionally, the software enables complex budget scenarios to be modeled and executed quickly and easily, ensuring that limited resources are applied for the best impact on facilities.</p> <p>Accruent's consulting services help tailor the capital planning to specific needs, such as the reduction of deferred maintenance, making stronger cases for funding, and prioritization of budgets. Accruent's assessment methodology is integrated with Accruent's Capital Planning and Asset Management Software, VFA.facility, to fully capitalize on the features and functions, including data query, analysis, reporting and prioritization. Unlike static printed reports that quickly become outdated, Accruent's assessment services relies on our award-winning capital planning and management software to create a central repository of asset information for strategic planning, reporting and asset management of condition and capital spend. Accruent has developed VFA.facility to align closely with our assessment methodology so that not only building assessment professionals understand the facilities construction and conditions but more importantly, Client staff will be able to use the information delivered in VFA.facility for ongoing asset management and strategic decision support. Accruent also provides mobile assessment, asset inventory, maintenance management, space planning, lease management and project management software solutions.</p>
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65	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>ACP offers different levels of facility assessment service offerings to provide clients scope and budget flexibility and the right level of data collection for a particular site/facility/asset. Below lists the levels of assessment and other professional services and a brief description of their scope/intent;</p> <p><b>Statistical and Iterative Modeling Service</b>                  Statistically generated representation of the expected renewal cost based on industry model of different building types. Iterative modeling includes the review of statistical renewal results with the client and modification based on client input on system installation dates that vary from facility construction year and other modifications necessary based on actual facility performance.</p> <p><b>Remote Desktop Assessment</b>                  A step up from iterative modeling whereby ACP requests and utilizes construction and as-built drawings supplied by the client and data input request forms to the client to allow Accruent to develop a facility model with quantity take-offs derived from drawings. Input forms distinguish specific equipment types that may not be accounted for in the construction drawings as well as known capital investments made within the facility that would augment the estimated condition of an asset. Additionally, the client can photograph or take video of existing facility systems and their current conditions to supplement ACP's evaluation and development of the facilities reinvestment needs.</p> <p><b>5-Year Needs Assessment</b>                  ACP performs an on-site assessment that evaluates the facility and site at a system and major component level in order to identify the short-term (over the next 5 years) investment needs of a facility. This assessment serves customers with short term planning information to address the most critical issues garnered from the assessment.</p> <p><b>Non-Structural Seismic Assessment</b>                  ACP provides an on-site assessment of a buildings non-structural systems for moderate to high seismic regions in terms of risk of failure during a seismic event and quantifies the needed investment to properly restrain and upgrade systems for improved performance during a seismic event. Accruent relies on developed standards including FEMA's Rapid Visual Screening (RVS) and Canada's CSA S832-06 Guidelines – Seismic Risk Reduction of Operational and Functional Components.</p> <p><b>Equipment Inventory and Tagging Service</b>                  ACP offers equipment inventory and tagging services for visibly accessible equipment by using our mobile Kykcloud software with OCR technology for name plate data recognition. Equipment inventory tagging and extended data collection can be performed during a condition assessment, though they are offered as mutually exclusive. Accruent utilizes high quality QR code tags or can utilize client tags if provided.</p> <p><b>Preventative Maintenance Consulting</b>                  ACP provides consulting services to establish a preventative maintenance program for Client's equipment as inventoried from its facility for the purposes of creating an asset inventory and establishing preventative maintenance tasks for the applicable HVAC, electrical, mechanical and plumbing equipment in the facility. The asset database shall include the relevant equipment data necessary to identify and maintain it. In addition, recommended preventative maintenance tasks and frequencies shall be produced for the various equipment types. These task lists and frequencies are compiled using manufacturer's recommendations, industry standards, and client and consultant experiences.</p>
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**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
66	Facility and building condition assessment	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>The facility condition assessment process implemented by ACP is based on the American Society for Testing and Materials (ASTM) Document E-2018-15, - Standard Guide for Property Condition Assessments: Baseline Property Condition Assessment Process.</p> <p>The building condition assessment survey will include a visual inspection of the buildings and all the buildings'</p>

architectural, mechanical, and electrical systems, as well as all site linear elements within 10 feet of the building footprint per below:

Site (e.g. Roadways, Parking Lots, Fencing, Pathways, etc.)  
Structure & Building Envelope  
Interior Elements & Conveyance  
Plumbing  
Heating, Cooling & Ventilation  
Electrical  
Fire and Life Safety

Our Condition Assessment Methodology is broken into four distinct phases. During each phase, ACP's Project Manager will work closely with the client.

1) Pre-Assessment Phase – During this stage, ACP will kick off the project by meeting with the client stake holders to confirm the goals and objectives. Understanding what the client wants to achieve is the key to its success and will drive the project effort.

After establishing goals, the ACP Project Manager will work with stakeholders to establish and document the parameters for the assessment/survey to discuss and confirm schedules, assessment/survey criteria, data classifications, prioritizations, categorizations, and collect available baseline data and documentation to include floor plans, construction drawings, past studies, and current project lists.

The ACP Project Manager will present a Management plan that establishes regular project meetings and to maintain open communication. The Management Plan includes a risk management process to track potential project problems to ensure the project scope, schedule, and budget are met. ACP is adept at resolving scheduling problems through the application of additional project staff as required to maintain the project schedule. ACP's Quality Control and Assurance program described below ensure project deliverables meet the data quality and scope of the contract.

Prior to the Assessment Phase, the Assessment Team will review and become familiar with all baseline data and documentation.

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

On the morning of the first day of the field visit, ACP will organize a meeting with the staff to kick off the on-site survey work. This meeting will enable your staff to meet the ACP assessment team and review the schedule. We ask that the Client arrange for ACP's field assessment team(s) to receive timely complete, supervised, and safe access to the subject properties (including roofs unless sloped).

ACP's team will survey all occupied and unoccupied spaces within each facility to identify deficient conditions and assess the remaining lifecycle of designated asset systems. The teams will document requirements with digital photographs of asset exteriors and any observed conditions within the assets.

Many of the problems inherent in building systems and components may not be visually apparent during the time of the walk-through. As a result, the ACP assessment team members may request staff interviews regarding recent completed projects, ongoing facility issues, and upcoming scheduled maintenance and capital projects.

Assessment Results:

The team will develop professional opinions on the building

system condition and remaining useful life until renewal. The ACP team will document observed non-compliance deficiencies as it relates to accessibility, life-safety, and building codes during the evaluation of asset system condition. Non-compliance findings are limited due to sampling of space and limited measurements and therefore should not be considered an exhaustive list of all non-compliance for a given property. Non-compliance may be noted with respect to codes for new construction, without implying non-conformance with older regulations in force at the time of original construction.

After the on-site work is complete, the ACP assessment team will review their notes and findings and complete the tasks of documenting each facility, including systems data entry, requirements, costing, photos, analysis, and reporting. All data will be entered into Accruent's VFA.facility software. The team will complete the documentation, which will include the following:

Asset Descriptions - A narrative summary of each assessed facility and its systems will be documented.

System Models and Conditions - Assets (buildings or Site Infrastructure) are broken down into their component systems. These system models provide an up-to-date record of what exists within the building and what is the capacity or quantity. System models also record the expected useful equipment life based on BOMA and the useful life remaining based on the visual inspection. A replacement value created using RSMMeans data is established as well as a projected renewal cost at replacement.

Requirements - Requirements are issues such as systems or components that are unsafe, broken/damaged, can no longer perform the intended function, are approaching or have exceeded their useful life spans, do not conform to current codes, or may be an improvement to the facility.

Each requirement is individually classified by priority (urgency), category (cause), and system. Based upon observations, professional judgement, and empirical data (Expected Useful Life), the ACP team will prioritize and categorize each deficiency.

Quality Control and Assurance - Accuracy, quality and consistency in methodology are core focuses for the ACP team. ACP recognizes the importance that clients place on these requirements and how it relates to their use and trust of the condition assessment data. Through the use of a dedicated Quality Assurance / Quality Control Center of Excellence Team, we complement our team's professional judgment and expertise with a dedicated quality control process. Experienced assessors who are independent from the team will perform data validation.

3) Post Assessment Phase – Draft - Upon completion of QA/QC, the ACP Project Manager will develop the draft reports and submit them for Client review and comment. Draft reports will be provided electronically in .pdf and excel format. At draft report stage, reports will be generated from VFA.facility. We ask our clients to review this data to ensure the highest level of accuracy.

4) Post Assessment Phase - Final - Presentation of Findings presented by the ACP Project Manager or Project Director to present the results of the condition assessment. The presentation of findings will include an analysis that turns technical and financial data into actionable and measurable capital plans. We will benchmark assets by FCI, explore considerations of level of funding and its impact on asset condition. We will provide recommendations on best practices for going beyond the condition assessment results with the intent to drive success in your capital planning program. At the end

of the presentation you will know: What assets do we need to maintain? What is the condition (needs) of my assets? How much funding do I need? With X funding, what assets should we invest in first?

Final Reports - Following client review and comment of the draft report data and the presentation of findings, the ACP team will incorporate comments and provide responses to the client on the actions taken.

67	Energy, utility, and emissions assessment and planning	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Accruent's energy assessment evaluates potential energy conservation opportunities for individual buildings or portfolios of buildings. The assessment provides detailed data and reports related to a building's energy performance, and costs and benefits of potential energy initiatives. Based on ASHRAE Standard 211-2018, Standard for Commercial Building Energy Audits, the assessment is a hybrid approach combining levels of effort from the Preliminary Energy Use Analysis and aspects of Level 1 Analyses. The costs and benefits of energy savings measures can be integrated into the capital planning process.</p> <p>When conducted in conjunction with a Facility Condition Assessment (FCA) where the need for major system upgrades have been identified, or when a change of use, occupancy or major renovation might be envisioned, the energy assessment also assists in identifying where to invest further efforts for more in-depth, investment grade energy audits.</p> <p>The assessment will focus on relatively low-cost and low-impact initiatives that typically deliver favorable short-term paybacks. Energy conservation measures with short-term implementation can be easily sequenced with ongoing maintenance programs and scheduled capital improvement projects with minimal disruption to occupants and business operations. Second, Accruent will identify longer-term initiatives with wide-ranging impacts and more extended paybacks. Initiatives with longer-term implementation are more appropriate for buildings where a significant renovation is being planned, whether it is a single floor level, wing, or the entire building, or where extended occupancy or change of use is envisioned.</p> <p>Accruent's energy assessment is built on and integrated with the Facility Condition Assessment (FCA). The integration of energy data with the condition assessments will enable the Client to identify deferred maintenance, systems renewals, and recommended energy upgrades that provide economic, environmental, and social benefits. Evaluations can be applied equally to specific buildings or to facilities across the entire real estate portfolio. In addition, by undertaking the energy assessment at the same time as the FCA, the Client will eliminate redundant assessment activities and more efficiently utilize the personnel escorting the Accruent assessors. In addition, when performing energy assessments on an ongoing basis, baselines can be established, targets set and progress benchmarked between assessments. The interval for energy assessments can be set to occur in conjunction with an asset's Facility Condition Reassessment.</p> <p>The Energy Assessment will provide:</p> <ul style="list-style-type: none"> <li>An evaluation of the condition of building(s) in terms of the current energy efficiency and usage. This will include an EUI analysis (Energy Usage Intensity in kBtu/SF/Yr) showing the most recent 12 months of energy data and the effect of recommended projects;</li> <li>Recommendations for alternative actions to conventional corrective actions identified in the facility condition assessment for energy conservation initiatives, where appropriate, with construction cost estimates;</li> <li>Identification of new energy conservation measures, with construction cost estimates;</li> <li>Cost analysis, including simple payback and ROI, where applicable;</li> <li>Report itemizing all energy opportunities and supporting information by building and rolled up to higher levels of Client's portfolio;</li> <li>If the energy assessment is conducted at the same time as the FCA, capital spending values can be forecast both with, and without, projected implementation of energy savings measures.</li> </ul>
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68	Site, safety, and code inspections	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>1. Site Linear Assessment The assessment of site and utilities assets will include the systems listed below. Visible systems will be evaluated by physically touring the site, review of institution maintenance records, and by in-depth interviews of facility personnel with historical knowledge of each of the assets. Where site assets and their system components are buried or otherwise inaccessible, ACP will interview institution personnel and review institution maintenance records and drawings to gain insight and gather information related to system type, age, quantities and condition in order to construct assets and system data models, including cost estimates and relative condition estimates.</p> <ol style="list-style-type: none"> <li>1. Roadways</li> <li>2. Parking Lots</li> <li>3. Lighting</li> <li>4. Pathways</li> <li>5. Fencing</li> <li>6. Primary Electric Supply &amp; Distribution</li> <li>7. Sanitary sewer</li> <li>8. Playground Equipment</li> <li>9. Storm Water System</li> <li>10. Fuel Supply</li> <li>11. Water Supply and Distribution</li> <li>12. Chilled Water Distribution</li> <li>13. Steam &amp; Condensate Distribution</li> <li>14. Heating Hot Water Distribution</li> <li>15. Retaining Walls</li> <li>16. Exterior Steps</li> <li>17. Fixed Benches &amp; Other Appurtenances</li> <li>18. Irrigation Systems</li> </ol> <p>OSHA Inspection</p> <ul style="list-style-type: none"> <li>• Accruent provides an on-site OSHA inspection utilizing OSHA's safety inspection checklist for Infrastructure. Inspection includes confirming compliance where applicable and where its identified as unsatisfactory Accruent details a recommended correction with cost to meet the requirement.</li> </ul> <p>Accessibility Assessment</p> <ul style="list-style-type: none"> <li>• Accruent offers a detailed accessibility assessment that can be tailored to meet specific accessibility standards both in the US and in Canada. Accessibility assessment begins with site parking, approach and entrance to the facility and public access to each occupied space and floor and will include measuring to support findings. A checklist is utilized to include accessibility compliance as well as non-compliance. All non-compliance findings are supplemented with a recommended correction and cost estimate to come into compliance.</li> </ul>
69	Space utilization and planning	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Accruent provides software solutions to support the management, planning and utilization of space. Additionally, Accruent provides services including measuring of rooms, as-built floor plan CAD drawings of existing space and furniture layouts to aid in visualization booking of space supported by our software solutions.</p> <p>Our Assessment of existing space utilization and space adequacy starts with defining the business / program needs and developing the standards to support those needs in order to evaluate the existing space for adequacy. Space evaluation may include fit and finish, occupant load per area, IT requirements, ventilation and temperature, life safety, lighting level analysis, GIS locating and overall required vs. actual floor area dedicated for intended business / program use.</p>
70	Feasibility, sustainability, and lifecycle assessment	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>1. Feasibility / Due Diligence Assessment Accruent performs an on-site feasibility study evaluating the overall condition of a facilities major architectural, mechanical, and electrical components, their age, condition, and approximate value, with brief narrative description and estimated capital costs over the next five years. Includes data import to VFA.facility.</p>

Real Property assessments involve single or multi-property portfolio inspections and free-standing reports that provide independent "third party" evaluations of real estate assets on behalf of owners, buyers, sellers, partners, and lenders. ACP performs comprehensive architectural and engineering analyses of building components and has carried out in-depth due diligence inspections, single issue investigations, general overview assessments, as well as feasibility analyses. Depending on the requirements, our reports help to evaluate deferred maintenance and up-coming capital re-investment needs, provide a level of comfort about an asset's quality to partners and mortgagors, and help to drive decisions about repositioning real estate in the commercial market.

**Deliverables:**

Visually inspect a building(s) to identify its major architectural, mechanical, and electrical components, their age, condition, and approximate value.  
Prepare a brief narrative description of the property, the observed conditions and estimated capital costs that can be anticipated over the next five years.  
Enter the Asset and Grouped Systems data into the Client's VFA Capital Planner database.

**2. Sustainability - Green Building Assessment**

The Green Building Assessment (GBA) is built on the foundation of the facilities condition assessment (FCA). The integration of the sustainability data with the data gathered in the assessment will allow clients to evaluate and compare green actions with standard recommendations. The green assessment will identify deferred maintenance, systems renewals and recommended green upgrades that provide economic, environmental or social benefits.

The sustainability inspections will target both relatively low-cost and low-impact initiatives that can deliver short-term paybacks and provide tangible improvements to the quality of the work and living environment, as well as long-term initiatives with wide-ranging impacts and more extended paybacks. Green actions identified for short-term implementation can be easily sequenced with ongoing maintenance programs and scheduled capital improvement projects with minimal disruption to occupants and business operations.

Green actions with longer-term implementation in view are more appropriate for buildings where a significant renovation is being planned, whether it is a single floor level, wing or the entire building, or where extended occupancy or change of use is envisioned.

The assessment will provide an evaluation of potential investments that can be made to promote sustainable building operations and be integrated into the capital planning process. The assessment provides detailed data and reports about the costs and benefits of potential sustainability initiatives to help evaluate options based on both short and long-term planning. Evaluations can be applied equally to specific buildings or to facilities across an entire real estate portfolio.

Requirements identified with green actions will be classified in several ways. In addition to detailed specific descriptions, each requirement will be assigned a functional category, action priority, primary building system association (as in the FCA) and a category of sustainability represented by the five main areas of sustainability represented by the Guiding Principles. The sustainability categories are further outlined below. This parallel differentiation allows for multiple queries of the database, facilitating productive analysis of the data. It is possible, for instance, to query the database for all Priority 1 requirements (those actions that need immediate



		<p>attention) in the HVAC system where energy efficiency measures have been identified, or all Priority 1 requirements in building integrity issues where indoor environmental quality measures have been identified, or all requirements that achieve water conservation.</p> <p>For each green requirement identified, actions will be proposed with an associated cost estimate. The corrective work is estimated using current R.S. Means Estimating Data accessed directly by VFA.facility. Where green costs are not available in the R.S. Means database, the most current sustainability costing resources are used to determine current green values, such as:</p> <p>BuildingGreen.com www.greenspec.com and the GREENSPEC® Directory, Product Listings and Guideline Specifications, 7th Edition RSMMeans Green Building: Project Planning &amp; Cost Estimating, 2nd Edition and Design Cost Data</p> <p>Requirements will be able to be prioritized with green actions and evaluated in the capital planning and budget process.</p> <p>Deliverables - The Green Building assessment will provide: Recommendations for alternative sustainable actions to conventional corrective actions identified in the facility condition assessment with construction cost estimates; Identification of new requirements with sustainable actions and cost estimates; Cost analysis, including cost comparison and gap analysis; Simple payback analysis by asset where applicable; Energy and water performance baseline and current use reports and trends based on data provided by the client for each project asset (based on utility data provided). Evaluation of the state of sustainability of the project asset with LEED®-EB O&amp;M standards using a scorecard. The scorecard will provide an evaluation of the potential to achieve a level within the rating. Prioritization of requirements which are most likely help the client to achieve high performance green building standards. This prioritization will be conducted based on criteria defined by the client.</p> <p>Lifecycle Condition Assessment Accruent performs an on-site assessment that evaluates the facility and site at a system and major component level in order to develop an asset's capital renewal profile. Actual observation during the assessment is applied to the theoretical expected lifecycle estimate of each system.</p>
71	Asset, capital, and deferred maintenance planning	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p>Inherent in ACP's deliverables for all condition assessment services is the identification and recommendation of capital spend and deferred maintenance backlog by facility, site and owner portfolio. Utilizing Accruent's VFA.facility CPMS software, the facility condition index is calculated to allow for facility comparison of relative condition based on ACP's identified repair and renewal investments. What if scenarios of investment over time to impact on condition of a facility are provided. Clients that license VFA.facility are trained and empowered to run as many scenarios as necessary to determine the level of capital funding needed to support a given facility. Rationalization of Assets in the portfolio can be performed based on FCI and importance to the business objectives of the client. Budget strategies can be leveraged by the client with training of the budgets module with VFA.facility. Budget scenarios using one or more strategies will allow for the identification of the most critical investment needs and their impact on the facilities relative condition. ACP provides consulting services to assist clients in the development of a budget strategy and scenario to assist in project planning.</p>

72	Benchmarking services	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our Benchmarking engagement is designed to assist clients who would like to compare the condition of their facility portfolio with other organizations across a wide range of criteria. This engagement will provide a benchmarking presentation that will compare the Client's assessment data to similar datasets from a relevant peer group. Incorporating proven processes and analytic tools, Accruent's approach will enable Client to communicate to their constituents the condition of their facilities portfolio on multiple performance metrics, relative to an agreed upon peer group.
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73	Project selection, budget development, and program management services related to the solutions described above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Capital Budgeting Prioritization Workshop – This workshop has been developed to enable clients to evaluate their Requirements against organizational priorities, objectively rank those Requirements, and allow clients to holistically integrate sustainability or other initiatives into their capital plan. Our solution, designed with input from both facility managers and institutional planners, employs statistical ranking methods (including pair-wise comparisons) to simplify the ranking process and uses the science of hierarchical decision making to deliver a best-practice process for capital budgeting. (2-day engagement for up to 10 attendees)</p> <p>Capital Planning Program Development Workshop – This workshop has been designed to assist clients in developing a capital planning program framework, to ensure that they have a coordinated approach to capital planning throughout their organization. By building a framework, an organization can create a plan to grow from their current capital planning process to one that is more aligned with industry best practices. Based on discussions with the Client, Accruent will provide recommendations to help the Client implement and sustain a facility capital planning program using our strategic capital planning program solution framework. Our framework has proven to be an effective way to identify the strengths and challenges in current practices, and to identify and mobilize Client resources to implement new, more effective processes in a structured, but flexible way. (2-day engagement for up to 10 attendees)</p> <p>VFA Navigator Program – This program is designed to provide support to new VFA.facility customers to wish to implement a self-assessment program utilizing Accruent's mobile data collection technology. VFA Navigator is a three-step program of planning, training, and support that enables the client's in-house assessment team to successfully perform facility condition assessments on their portfolio utilizing Accruent's mobile data collection tools. The planning phase includes all aspects of the Navigator Program prep work, including data capture and import, team identification, business driver/goal review, software implementation and survey setup. The training phase includes both VFA.facility Core training (see above class description, 2-day engagement for up to 10 attendees), as well as training for the client's assessment team on how best to use the VFA.auditor mobile data collection tool to perform facility condition assessments (2-day engagement for up to 5 assessors). The support phase includes enhanced web-based assistance that may consist of follow-up "ask-the-expert" sessions, program check-ins, or survey template updates, to ensure the successful roll-out of the VFA Navigator Program.</p> <p>Flexible Professional Service Hours – Accruent's Flexible Professional Services Hours are designed to provide individualized assistance to ensure software usage comfort, proficiency, and adoption. Accruent's clients can take advantage of having a consultant on call to assist them with many facets of their capital planning tasks and process. These hours may be utilized to provide a "life-line" that a client can use to connect with a solution consultant via a phone call and/or web-conference for assistance in using VFA.facility to generate specific reports, extracting a specific set of data to address time-sensitive problems or mission critical questions, or updating their database records to reflect work that has been completed, post-assessment.</p> <p>Data Maintenance –Experienced Accruent professionals will work with your staff to provide updates and enhancements to existing VFA.facility data at regular intervals, typically quarterly or twice a year. This is engagement is performed remotely and scoped out on a case-by-case basis.</p>
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**Table 15: Industry Specific Questions**

Line Item	Question	Response *
74	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Upon a mutually agreed contract, Accruent develops a specific scope of services with clear descriptions of the work that Accruent will execute for a fee and requires the client and Accruent sign and date the SOW to be binding. With a signed SOW, Accruent creates the project(s) utilizing a project tracking system, Financial Force, that includes key contractual requirements as it relates to Fee, Billing, Schedule, Resource Assignments and Revenue/Cost tracking. Additionally, the ACP Project Manager will maintain a project schedule via MS Project or MS Excel that is reviewed during established progress meetings and a RAID log that tracks Risks, Assumptions, Inputs and Decisions during the project duration. *
75	Describe the approach(es) used by your company to align recommendations with an owner's mission, values and goals.	Accruent's Business Executive (sales) supported by Accruent's Solutions Engineer will discuss the needs of the owner to determine their goals. Services subject matter experts, typically Directors within Accruent Capital Planning will be asked to provide the scope of services and the fee to support the owner's needs. ACP's assessment service and consulting service offerings are quite extensive and proven and will be the basis for discussion with an owner. If the Accruent Solutions team (sales, engineering, services) believe changes to our scope offerings are required upon consulting with the owner, modifications to Accruent's standard scopes of work would take place and be presented to the owner to sign-off prior to commencing the work. *
76	Describe your processes or strategies for communications with an owner at applicable project milestones or events.	<p>Management Plan - Accruent has a detailed communication plan that is well established and defined during the start of a project. A project will have an assigned Project Manager who will conduct regular progress meetings throughout the phases of the project to maintain open communication. The frequency of progress meetings will be determined during the onset of the project. A project schedule will be provided at project commencement to show the usual phases and milestones of the project, including tasks (noting durations required) for client personnel during the review and feedback/decision process. The project schedule will be maintained by Accruent's Project Manager. The Project Manager will clearly define who oversees each task, communicate at both the project management and assessment team levels, and track changes closely.</p> <p>Regular Meetings &amp; Communication - As it relates to performing condition assessments, the following meetings at a minimum should be expected and participation should be planned for by client:</p> <p>Pre-Survey Planning Meeting: A meeting with Client designated staff prior to the inspection, to confirm goals, methodology and identify existing information to be included in the study.</p> <p>Field Kick -Off Meeting: First thing on the first field day for each teams field inspection trip, for assessors and facility managers to meet each other, discuss how the field work will be done (including any security, passcodes, keys necessary), and identify the most important known issues.</p> <p>Field Debrief: An exit meeting at the end of the team's field inspections trip to recap preliminary findings and highlight any pressing needs such as life safety issues that may require immediate attention.</p> <p>Draft Data Meeting: To present and discuss the draft Facility Condition Assessment data.</p> <p>Final Presentation: A final meeting/presentation to deliver and discuss the Final Facility Condition Report.</p> <p>Progress Meetings: Progress meetings will be held with the intent to discuss and inform the collective team on project status. Meeting notes will be distributed by Accruent and will include date of meeting, attendees, topics discussed, and decisions made. Meeting notes will be submitted to all project representatives for feedback and final acceptance. Meeting notes will serve as one vehicle for project decision point acceptance. *</p> <p>Typical progress meeting agenda will include the following:</p>

Overall progress against schedule, will include review and update of project schedule as needed, discuss upcoming milestones, changes to schedule, etc.

Items identified by either party during the project execution that require follow-up, decision or escalation or may impose a risk to project completion.

A risk management process will be used to address problems that cannot be resolved through routine interactions. Accruent's Project Manager will communicate (at a minimum) weekly with the Client on the progress of high-level risk mitigation activities.

- Risk Identification - Potential risks will be identified and documented in the Risk Management Plan. Risks include any occurrence that can potentially cause delays, increase costs, or cause disruption of services. Areas of risk will be identified by any project team member or Client stakeholders.
- Risk Assessment - Each risk will be assessed to determine its probability (high, medium, low) of becoming "real" and the impact it might have on success (high, medium, low). Factors that impact risk probability will also be identified.
- Risk Mitigation - Mitigation strategies and detailed action steps to implement them will be developed and agreed upon. Roles and responsibilities will be defined and communicated. Actions assigned to team members will be tracked to completion, and any residual risk identified and reported. Throughout the risk mitigation activity, the Accruent Project Manager will communicate risks and corrective action plans to Client stakeholders, project team members, and managers.
- Risk Tracking - Each risk will be monitored throughout the project. The Accruent Project Manager will be responsible for ensuring related action items are completed and reported at regular intervals.

77 Describe the approach(es) or method(s) used by your company to develop project prioritization recommendations.

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

Each requirement is individually classified by priority (urgency), category (cause), system, and inspector. Based upon observations, professional judgement and empirical data (Expected Useful Life), the ACP team will prioritize and categorize each deficiency.

Each Requirement will be assigned a Priority that indicates its severity and the ideal time frame for correction. These Priorities, their definitions and years offset may be modified based on client preference.

Each Requirement will be assigned a category that indicates the cause or reason for the deficiency. The standard Requirement Categories, listed below, include a broad range of topical causes, but may be modified based on client preference.

Accruent's VFA facility software provides an additional level of ranking beyond the requirement priority. Ranking of a requirement as it relates to other facility factors, (e.g. Primary Use of the facility, Public or Private, Current Facility Condition, etc.) can be weighed to advance or suppress similar like requirements across facilities allowing for more strategic project planning when capital funding levels are below the requirement funding needs of the portfolio.

78	Describe your offerings in terms of addressing an owner's sustainability goals or targets .	<p>Accruent offers our Energy and Green Building Condition Assessments to assist clients with reducing their impact to the environment. You can find more detail in Section 13 under Energy and Sustainability. As a vendor to the owner, Accruent works hard to minimize our footprint on the environment while performing on-site assessments and delivering assessment report results. Assessment services utilized tablets on-site to reduce paper and printing. We asked that clients provide drawings digitally where possible to accommodate technology use in the field. As part of deliverables, Accruent recommends digital outputs of reports to minimize printing of Property Condition Assessment reports that could be in the hundreds to thousands of pages.</p> <p>One of the key outputs of a building condition assessment is ensuring the Owner is equipped with the right data to make sound investment decisions that meet their business objectives including their sustainability goals. Many times, existing buildings have been neglected and therefore operation and energy costs are higher than new construction. Aged facilities lower drive lower occupancy and utilization of space. We provide consulting services to assist owner's on rationalization of space based on business need, location, condition, etc. We also promote the refurbishment and modernization of existing space over new construction to help an owner minimize new construction environmental impact. If new construction is needed, review of existing conditions and sites may allow for a full building replacement on the existing building footprint. These are examples of how our consulting services team can support the owner post condition assessment to assist them in meeting sustainability goals.</p>
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**Exceptions to Terms, Conditions, or Specifications Form**

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

## Proposer's Affidavit

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

- c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - James Robb, CFO, Accruent, LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_6_Facility_Assessment_and_Planning_with_Related_Services_RFP_020421</b> Fri January 29 2021 07:52 AM	<input checked="" type="checkbox"/>	2
<b>Addendum_5_Facility_Assessment_and_Planning_with_Related_Services_RFP_020421</b> Wed January 27 2021 03:08 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_4_Facility_Assessment_and_Planning_with_Related_Services_RFP_020421</b> Mon January 25 2021 08:08 AM	<input checked="" type="checkbox"/>	2
<b>Addendum_3_Facility_Assessment_and_Planning_with_Related_Services_RFP_020421</b> Mon January 4 2021 04:26 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_2_Facility_Assessment_and_Planning_with_Related_Services_RFP_020421</b> Mon January 4 2021 10:44 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Facility_Assessment_and_Planning_with_Related_Services_RFP_020421</b> Wed December 23 2020 09:44 AM	<input checked="" type="checkbox"/>	1



## ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT is by and among **Sourcewell; Accruent, LLC**, (Accruent), 10500 Alterra Parkway, Suite 110, Austin, TX 78758; and **VFA, Inc.**, 30 Patewood Drive, Suite 350, Greenville, SC 29615 (VFA).

1. Sourcewell awarded contract number 020421-ACT to Accruent for Facility Assessment and Planning with Related Services effective March 23, 2021, through March 24, 2025 (Contract).
2. Accruent and VFA share a common parent corporation, and now Accruent wishes to assign all its rights and responsibilities in the Original Contract to its sister corporation, VFA.
3. The assignment provision of the Contract requires assignment of the Contract only upon written consent of Sourcewell.

### Assignment

1. This Assignment Agreement will become effective as of the date of the final signature below.
2. Accruent wishes to assign to VFA all of Accruent's rights, responsibilities, and other provisions set forth in the Contract.
3. VFA has obtained a copy of the Contract from Accruent and certifies it will comply with the terms of the Contract. Further, Accruent and VFA understand that this assignment is unconditional and without recourse.
4. Accruent and VFA jointly and severally represent and warrant to Sourcewell that:
  - a. Accruent is not in default of any of its obligations under the Contract.
  - b. VFA is ready, willing, and able to perform all of the obligations and responsibilities of the Contract.
  - c. Accruent and VFA request consent from Sourcewell to this assignment.
  - d. VFA accepts assignment of the provisions of the Contract.

**Remainder of page intentionally left blank.**

5. In consideration of the above, Sourcewell consents to the assignment.

**Accruent, LLC**

DocuSigned by:  
By: Katherine Morgan  
Katherine L. Morgan  
Chief Financial Officer

Date: 6/15/2021 | 5:51 PM PDT

**VFA, Inc.**

DocuSigned by:  
By: Ammon Lester  
Ammon T. Lester  
Vice President, General Counsel

Date: 6/17/2021 | 7:35 AM CDT

**Sourcewell**

DocuSigned by:  
By: Jeremy Schwartz  
Jeremy Schwartz  
Chief Procurement Officer

Date: 6/17/2021 | 8:47 AM CDT

**Sourcewell—APPROVED**

DocuSigned by:  
By: Chad Coquette  
Chad Coquette  
Executive Director/CEO

Date: 6/17/2021 | 8:51 AM CDT

**AMENDMENT #1  
TO  
CONTRACT #020421-ACT**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **VFA, Inc.** (Supplier).

Sourcewell awarded a contract to Supplier to provide Facility Assessment and Planning with Related Services, effective March 24, 2021, through March 24, 2025 (Contract).

Supplier's terms related to sourced products, found in Supplier's Proposal line item 53 under "Table 11: Pricing and Delivery" is amended to add the following at the end of that section:

**1. INTELLECTUAL PROPERTY RIGHTS.**

- a. **SaaS Subscriptions.** SaaS Subscriptions are provided subject to the additional terms set forth in Gordian's SaaS Terms of Use found at:  
<https://www.gordian.com/tgg/policy/SaaS-Terms-of-Use.pdf>.
- b. **Ownership.** Except for rights expressly granted under the Contract, nothing in the Contract shall transfer any of either party's Intellectual Property rights to the other, and each party will retain an exclusive interest in and ownership of its Intellectual Property. Customer does not acquire any ownership interest in Gordian's Intellectual Property. Gordian's Intellectual Property includes, but is not limited to, any work that Gordian creates, acquires, or otherwise has rights in, including any works created pursuant to the Contract, except for any portion of such works that consist of Customer's Intellectual Property. Customer Data will be considered Customer's Intellectual Property. Gordian may, in connection with the provision of the Services hereunder, create, employ, provide, modify, acquire, or otherwise obtain rights in, and any and all Intellectual Property rights, recognized in any country or jurisdiction in the world, now or hereafter existing, whether or not perfected, filed, or recorded. "Intellectual Property" means, without limitation, Data, inventions, technology, patent rights (including patent applications and disclosures), copyrights, trade secrets, trademarks, service marks, trade dress, methodologies, procedures, processes, know-how, tools, utilities, techniques, various concepts, ideas, methods, models, templates, software, source code, object code, algorithms, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, general purpose consulting and software tools, utilities and routines, logic, coherence and methods of operation of systems, and training methodology and materials
- c. **License to Deliverables.** Customer shall have a license to access and use any Deliverables for its internal business purposes. Customer may not allow any third party to access or use any Deliverables without Gordian's prior written consent, provided that if the Deliverables consist of reports, Customer may allow any third

party to view such reports without Gordian consent. "Deliverables" means the output generated from any Services.

- d. **Services and Content.** The Services and all Content are owned or controlled by Gordian, which retains all right, title, and interest in and to such Services and Content. The Services and all Content contain valuable and proprietary information of Gordian and others and are protected by the copyright and trademark laws of the United States and other countries, international conventions, and other applicable laws. "Services" means any one or combination of software, Data, SaaS subscription or professional services. "Content" means all materials used and accessed by Customer through the Services, including, without limitation, text, images, software, audio and video clips, databases, and Data. "Data" means any data that Gordian makes available to Customer via the Services, including but not limited to construction cost data, regardless of the Services purchased or licensed by Customer.
- e. **Safeguards.** Customer must use commercially reasonable efforts to safeguard all Intellectual Property (including copies thereof) of Gordian from infringement, misappropriation, theft, misuse, or unauthorized access. Customer will promptly notify Gordian if Customer becomes aware of any infringement of Gordian's Intellectual Property rights in the Intellectual Property and fully cooperate with Gordian, at Gordian's sole expense, in any legal action taken by Gordian to enforce its Intellectual Property rights.

## 2. LIMITED RIGHTS AND OWNERSHIP.

- a. **Reservation of Rights.** All rights not expressly granted in the Contract are reserved by Gordian and its licensors. Customer acknowledges that Customer acquires only the right to use the Services and Gordian, its licensors, and content providers shall retain sole and exclusive ownership of and all rights, title, and interest in the Services, including (whether developed by Gordian, Customer or a third party) (a) intellectual property embodied or associated with, (b) deliverables and work product associated with, and (c) all copies and derivative works thereof.
- b. **Ownership of Customer Data.** Customer retains sole and exclusive ownership to any and all Customer Data. "Customer Data" means any data and information that Customer (including any Authorized Users as defined below) provides, generates, transfers or makes available to Gordian in any format.
- c. **Use of Customer Data for Services Improvement.** In order to improve the Services, Gordian requires certain rights to use Customer Data. Customer grants to Gordian a non-exclusive, royalty free license, to use Customer Data or other material of Customer for the purpose of performing its obligations under the Contract and to generate aggregated, system-wide collations of usage, industry and business data in an aggregated, non-attributed manner.

Except as amended above, the Contract remains in full force and effect.

**Sourcewell**

DocuSigned by:  
*Jeremy Schwartz*  
By: \_\_\_\_\_  
Jeremy Schwartz, Director of Operations/CPO  
Date: 6/4/2024 | 10:23 AM CDT

**VFA, Inc.**

DocuSigned by:  
*Ammon Leshner*  
By: \_\_\_\_\_  
Ammon Leshner  
Title: COO  
Date: 6/4/2024 | 8:54 AM CDT