

**MASTER AGREEMENT #102424****CATEGORY: Facility Assessment and Planning with Related Services****SUPPLIER: Accruent, LLC**

This Master Agreement (Agreement or Master Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Accruent, LLC, 11500 Alterra Parkway, Suite 110, Austin, TX 78758 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:
General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience, provided, that Participating Entity and Supplier will enter into Supplier's standard form agreement for Included Services purchased by Participating Entity, subject to Participating Entity negotiation rights outlined in Article 3. Supplier will educate its sales and

service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below (Effective Date). The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on January 3, 2029, unless it is cancelled or extended as defined in this Agreement.
- a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
- b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances and upon mutual agreement by Supplier.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #102424 to Participating Entities. In Scope solutions include:
- a) Facility and building condition assessment and auditing;
 - b) Energy, utility, and emissions assessment and planning;
 - c) Site, safety, and code inspections;
 - d) Space utilization and planning;
 - e) Geographic information system (GIS) services
 - f) Feasibility, sustainability, and lifecycle assessment;
 - g) Asset, capital, and deferred maintenance planning and asset classification;
 - h) Benchmarking services and quality assurance;
 - i) Project management and coordination with facility owners;
 - j) Contract management and financial monitoring; and
 - k) Budget development, and program management services.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Supplier expressly disclaims all warranties, express or implied, oral or written, statutory or otherwise, including, without limitation: (i) any warranty that the Included Solutions are error-free or will operate without interruption; (ii) any implied warranty of merchantability, fitness for a particular purpose or non-infringement; and (iii) any warranty arising from course of dealing. Supplier is not responsible for any breach of warranty caused by Sourcewell or Participating Entity's failure to comply with the documentation or combination or use of the Included Solutions with any items not approved by Supplier in writing. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcwell when offering Included Solutions to Participating Entities. For the avoidance of doubt, Supplier may update the Pricing List at any time by following the process set forth in Article 2. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and that the Included Solutions shall perform in material conformance with the applicable documentation during the Participating Entities' term as set forth in the agreement between Supplier and Participating Entity.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcwell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier 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 any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement 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 have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United

States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements 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.
- ii) **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. Supplier must comply with all applicable Davis-Bacon Act provisions.
- iii) **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, 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 Agreement. Supplier certifies that during the term of an award for all

Agreements by Sourcwell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **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. Supplier certifies that during the term of an award for all Agreements by Sourcwell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **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). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **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. Supplier 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.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers 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. Suppliers 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. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier 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.

- ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier 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.
- x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier 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.
- xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.
- xii) **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.
- xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.
- xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.
- xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:

- Maintenance and management of this Agreement;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Sourcewell will perform a maximum of two (2) reviews with Supplier per agreement year, and Sourcewell agrees to provide thirty (30) days' prior written notice of such review. In the event of noncompliance of Supplier in their performance of this Agreement, the Performance Review cadence may escalate to four (4) times per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information relevant to the party's performance under this Agreement.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities who purchase the Included Solutions under this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay a fee of 3% of all completed transactions to Participating Entities utilizing this Agreement (“Administrative Fee”). Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee. For the avoidance of doubt, for those Participating Entities with a pre-existing contract with Supplier, a Participating Entity may transition to purchasing under this Agreement at their contract renewal with Supplier.
- 8) **Fee Calculation.** Supplier’s Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier’s Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier’s Proposal.
- 9) **Fee Remittance.** Supplier will remit Administrative Fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier’s Reporting Period obligations defined herein. Payments should note the Supplier’s name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above “Attn: Accounts Receivable” or remitted electronically to Sourcewell’s banking institution per Sourcewell’s Finance department instructions.
- 10) **Noncompliance.** The parties reserve the right to seek all remedies available at law under the Agreement, and Sourcewell further reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement that are not disputed in good faith may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the responsible party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

- 14) **Waiver.** Failure by either party to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any third-party claims or causes of action, including attorneys' fees incurred by Sourcewell, brought against Sourcewell alleging that the Included Solutions, when used in accordance with this Agreement, infringe such third party's registered patents, copyrights or trademarks as of the Effective Date. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.
- 19) **Grant of License.**
- a) **During the term of this Agreement:**
 - i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
 - ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.
 - b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Section 19 (b) by any of their respective sublicensees.
 - c) **Use; Quality Control.**
 - i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

- ii) 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. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.
- d) **Termination.** Upon the termination of this Agreement 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 suppliers which may be used until the next printing). The parties further agree that they must return all marketing and promotional materials, including signage, provided by the other party, or dispose of it according to the requesting party's written directions.
- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.
- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement 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:
- a) **Commercial General Liability Insurance.** Supplier 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 Agreement.
- \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
- b) **Certificates of Insurance.** Prior to or upon execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Supplier will provide renewal certificates once annually to Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their

behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

- c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. 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.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier 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 Supplier or its subcontractors. Where permitted by law, Supplier 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 Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Either party may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the breaching party will have 30 calendar days in which it must cure the breach or provide a plan of cure reasonably acceptable to the non-breaching party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and

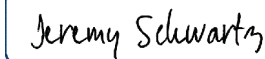
Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.


- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed, such as, those terms located at: https://www.accruent.com/end_user_license_agreement. Such terms may supplant or supersede this Master Agreement upon the mutual agreement of Participating Entity and Supplier. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a (i) performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity and Supplier, and (ii) terms specific to Supplier's delivery of the Services.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

102424-ACN

Sourcewell

Accruent, LLC

Signed by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
2/20/2025 | 6:23 AM CST
Date: _____

DocuSigned by:

DF5534802E4C492...
By: _____
Michael Thomas
Title: Vice President
2/19/2025 | 9:25 AM PST
Date: _____

RFP 102424 - Facility Assessment and Planning

Vendor Details

Company Name:	Accruent
Does your company conduct business under any other name? If yes, please state:	No
Address:	11500 Alterra Pkwy Ste 110 Austin, Texas 78758
Contact:	Louis Patin
Email:	louis.patin@accruent.com
Phone:	818-518-0678
Fax:	818-518-0678
HST#:	

Submission Details

Created On:	Wednesday September 11, 2024 11:04:51
Submitted On:	Wednesday October 23, 2024 13:17:44
Submitted By:	Louis Patin
Email:	louis.patin@accruent.com
Transaction #:	6e29773b-69a4-47db-a127-009cd8c4128c
Submitter's IP Address:	170.85.99.80

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

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

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Accruent, LLC	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Accruent, LLC	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE: 668Y3 SAM UEI: FKYLCP22DGR2	*
5	Provide your NAICS code applicable to Solutions proposed.	NAICS 1: 541513 Computer Facilities Management Services NAICS 2: 541512 Computer Systems Design Services	
6	Proposer Physical Address:	11500 Alterra Parkway Suite 110 Austin, TX 78758	*
7	Proposer website address (or addresses):	www.accruent.com	*
8	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):	Louis Patin, Vice President of Channel Partnerships, louis.patin@accruent.com, +1-818-518-0678	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Louis Patin, Vice President of Channel Partnerships, louis.patin@accruent.com, +1-818-518-0678	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A	

Table 2A: Financial Viability and Marketplace Success (50 Points)

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<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>
12	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 illustrious 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>
13	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. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	<p>The following information is extracted from the Annual Report of Fortive Corporation, Accruent's parent company. You can view past and current annual reports here: https://investors.fortive.com/company-information/annual-reports-proxy</p> <p>Total Sales FY23: 6.07 Billion FY22: 5.83 Billion FY21: 5.25 Billion FY20: 4.63 Billion FY19: 7.32 Billion FY18: 6.45 Billion</p> <p>Gross Profit FY23: 3.60 Billion FY22: 3.36 Billion FY21: 3.00 Billion FY20: 2.61 Billion FY19: 2.48 Billion FY18: 2.19 Billion</p> <p>Comprehensive Income FY23: 865.4 Million FY22: 614.5 Million FY21: 564.5 Million FY20: 1,664.1 Million FY19: 769.2 Million FY18: 2,790.1 Million</p>
14	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>
15	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.
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	N/A

17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). 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? 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?	Service provider; All 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.	*
18	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	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	N/A	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	<ul style="list-style-type: none"> • Nominated 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 and 2022 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 over 30 analyst reports across all categories in 2020 • Meridian acknowledged as an SAP certified solution in 2021 • Maintenance Connection awarded in G2 Winter 2023 as Easiest to Use Enterprise, Product Leader, and Highest User Adoption Mid-Market 	*
21	What percentage of your sales are to the governmental sector in the past three years?	2018-2020: 5% 2019-2021: 5% 2021-2023: 3% 2022-2024: 6%	*
22	What percentage of your sales are to the education sector in the past three years?	2018-2020: 8% 2019-2021: 8% 2021-2023: 9% 2022-2024: 8%	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement 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 at this time but would be happy to provide additional information with execution of an NDA.	*
24	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 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
University of Regina, Canada	Kathy Junior - System Manager	(306)-585-4811	*
Louisiana State University	Greg LaCour -Assistant VP, PDC	225-578-1296	*
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	
British Columbia Ministry of Technology Innovation & Citizen Services	Matthew Andrews, Director of Asset Portfolio	(250) 213-6821	

Table 3: Ability to Sell and Deliver Solutions (150 Points)

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 *	
26	Sales force.	Accruent employs 106 full-time individuals dedicated to Sales.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Accruent maintains a strong Channel Partner Organization, wherein dedicated resellers work closely with us to distribute Accruent software.	*
28	Service force.	Accruent employs 141 full-time individuals dedicated to Service.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	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.	*

30	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.	<p>As part of the Adoption phase, the Accruent team will transition Sourcewell from Professional Services support to Accruent general support for resolution of any issues Sourcewell encounters using our software. Accruent's standard support services are included in the annual SaaS subscription fee, and are available in three forms to all users of the software:</p> <ul style="list-style-type: none"> • Online customer portal: easy-to-use online access, available 24/7/365 for submitting and/or reviewing cases, provides capabilities to track and update case history. • Email: support email addresses specific to the product. • Telephone: 24/7/365 phone support with support personnel at the phones during standard business hours and after hours on-call support for high severity issues. <p>All Customer Support Services are provided by Accruent directly, and Support Representatives must pass a 12-week course prior to working any customer support cases. For those instances in which issue resolution requires outside assistance, Accruent Support collaborates with any necessary internal departments toward resolving the issue. When the reported issue is identified as a problem with a third-party, the customer is referred to the third-party for assistance.</p> <p>Support tickets are allocated and actioned based on Priority vs Severity to a set of pre-determined SLAs. The Priority is set by the customer (i.e., How impactful is the issue to the customers business?). The Severity is set/confirmed by Accruent (i.e., How impactful is the issue to the product?). Updates to the support tickets are transparent with real-time visibility to the customer.</p> <ul style="list-style-type: none"> • Severity Level 1: Critical issue resulting in a complete system outage or major application failure, preventing a critical business process that has immediate financial impact or impact on data integrity. There is no workaround available. The response time for a Severity Level 1 issue is one business hour. • Severity Level 2: Serious issues preventing the execution of a critical business process, disrupting a major business function. The major functionality is severely impaired. Serious impact on daily functions or processing and there is no acceptable workaround. The response time for a Severity Level 2 issue is four business hours. • Severity Level 3: Issue that does not prevent the execution of a critical business process and does not impact data integrity. The problem may be circumvented using an available workaround. The response time for a Severity Level 3 issue is two business days. • Severity Level 4: An inquiry and/or low system/business process impact issue. Examples include cosmetic defects on screens, errors in documentation, or question/how-to type requests. The response time for a Severity Level 4 issue is three business days.
31	Describe your process for data collection, review, and analysis.	Accruent will only have access to the data that is entered into the system by the customer, which is accessible only to members of our cloud operations team who require it in order to do their job.
32	Describe any forecasting of potential renovations, upgrades, or modifications	Our product development process is focused on driving customer success. The Product Management teams receive 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, user forums and through Customer Advisory Boards (CABs)- that address high-priority items. We discuss our roadmap with customers in CAB and 1:1 calls and seek actionable feedback so that we are always in lock-step with our customers' needs. New enhancements are designed and delivered using an Agile development methodology, incorporating into our solutions through multiple releases throughout the year.
33	Describe any cost analysis and budgeting tools you utilize and how the information is shared with stakeholders.	We have the ability to create a Return On Investment (ROI) model based upon the current business processes and their potential challenges, together with the efficiencies that have been realized by our customers for those same challenges. The result is a list of high target opportunities for cost savings and an analysis of the investment in implementation and subscriptions compared to the savings that can be realized over time with the Accruent tools.

34	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	<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>	*
35	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.	*
36	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	None. Accruent can serve Sourcewell participating entities throughout the United States and Canada in their entirety.	*
37	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	Accruent is willing to serve all entity sectors covered by the proposed contract, including government, education, and not-for-profit.	*
38	Define any specific 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.	*
39	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Accruent is willing to serve all entity sectors covered by the proposed contract, including government, education, and not-for-profit.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
40	Describe your marketing strategy for promoting this 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>	*
41	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	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.	*
42	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement 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>	*
43	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Due to the enterprise nature of our solutions, Accruent does not currently offer any products or services through an e-procurement ordering process.	*

Table 5A: Value-Added Attributes (100 Points)

Line Item	Question	Response *	
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44	<p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p>	<p>Accruent's training process seeks to empower clients by creating product experts through a committed, long-term partnership. As a result, client-side product experts will be able to maintain and update the application and workflows as its organizational processes evolve.</p> <p>Accruent provides training during the following implementation phases:</p> <ul style="list-style-type: none"> -Migration & Configuration: Any required database adjustments and APIs are configured. Accruent will provide best practices pertaining to the adjustments and configurations identified and will conduct on-the-job training on specific questions or issues that arise during the project. The project manager, Sourcewell IT staff, and other consulting resources will work to migrate legacy data into the application. -Validation & Testing: Now that the data is in the system, consulting staff and Sourcewell personnel validate all the information now stored in the software. Once the data has been validated, it needs to be tested. Training will begin as personnel receive user-access training sessions so that they can understand how to manipulate the given data fields. Once all items have been validated and approved, users will sign off and finish training. -Training: The staff that were part of the prior implementation stages join the standard solution users for the final training sessions, in which our personnel will teach classes on how to use the software. Once training has been approved, our team will require a signature of approval from a designated Sourcewell representative to launch the Go-Live process. -Adoption & Support: For the first month post Go-Live, Accruent offers remote support hours to answer any further questions and provide reinforcement training for the system administrators or trainers of Sourcewell. After the above activities are met, our team will transition Sourcewell from this hyper care into using our standard support services included with the subscription fee. <p>Accruent can provide additional training (beyond what is provided during implementation) on-site, remotely, or in other formats. These additional training offerings will carry additional fees.</p> <p>Accruent's training process seeks to empower clients by creating product experts through a committed, long-term partnership. As a result, client-side product experts will be able to maintain and update the application and workflows as its organizational processes evolve. As FAMIS 360 is a true SaaS solution accessible via secure web browser and all data is hosted by Accruent, no extensive database or hardware training is required. While System Administrator "super users" are comprehensively trained on managing administrator and security settings in addition to training other users, FAMIS 360 is designed to allow end-users to use the application with minimal technical training. All considering, Accruent provides two types of training:</p> <ul style="list-style-type: none"> Administrator training centers on the individuals responsible for the client's application. These sessions consist of product deep dives, product walkthroughs, and UAT training. End User Training is more focused, pertaining to the specific duties of individual users rather than holistic training on the entire end-to-end capabilities of the system. <p>Both types of training are conducted using a "train the trainer" model. Additionally, some informal training occurs as a part of the User Acceptance process, during which end users and Accruent implementers walk through the application's data and functionality in detail. To avoid a one-size-fits-all training approach, Accruent's Project Manager will collaborate with the Client Project Manager to prepare a training plan based on the client's particular needs and availability.</p> <p>Training does not stop when implementation is complete; rather, training is designed to be a continuous improvement process for client users. Accruent provides release notes to accompany each new release and enhancement deployed to FAMIS 360. Support and knowledge base articles are also updated at least monthly, corresponding to the new releases. Moreover, clients can refer to the ProTips and 'Help' links embedded in FAMIS 360 for ongoing product support.</p> <p>Accruent can provide additional training (beyond what is provided during implementation) on-site, remotely, or in other formats. These additional training offerings will carry additional fees.</p>
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45	Describe any technological advances that your proposed Solutions offer.	<p>Accruent is focused on providing customers with Cloud-based, SaaS software solutions. We invest heavily in Cloud products because we want to alleviate customer frustration associated with lengthy, difficult, and costly implementations and upgrades, extensive infrastructure requirements, low user adoption, and all the other pains most commonly associated with self-hosted or remote hosted "hybrid" software installations. Our solutions are sold as true Cloud deployments, meaning Accruent administers the database and runs the software. There are no hardware costs incurred by clients, and client IT teams are not responsible for managing security patches or system upgrades. Under a true SaaS model, Accruent assumes responsibility for numerous tasks normally handled by client in-house IT teams. Automatic, discreet, non-disruptive software updates allow clients immediate access to any new functionality with no appreciable system downtime, thereby freeing up client IT teams to focus on strategic objectives which create more value for your customers rather than being preoccupied with database maintenance, licenses and upgrades, IT team expansions, and cumbersome, costly, and complex on-site software upgrades.</p> <p>Some vendors attempt to "short circuit" this true Cloud approach by simply migrating customer data to the vendor's data center but continuing to rely on cost-inefficient, role-based licensing models which leave the customer responsible for paying for and implementing software enhancements. Accruent feels that this hybrid "hosted" approach retains many of the challenges associated with on-premise deployments and does not deliver software updates at a cost structure that is sensible for contemporary organizations.</p> <p>Accruent uses an Agile Development Methodology with a particular focus on the scrum process. The development team along with the QA team work hand-in-hand during development sprints to develop unit test cases, implement code and update/add test cases surrounding the feature developed. Once all the development sprints are completed for a release; a thorough regression testing is performed. There is detailed visibility provided to top management on what the current issues and steps to resolve/mitigate them prior to release. During the regression cycle only controlled code changes are permitted to ensure stability of the release.</p>	*
46	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>As a cloud-based SaaS software company with a mostly remote workforce, the physical assets we use are limited to our facilities and servers. We use a shared data center for hosting, which reduces the overall carbon footprint of our activities.</p> <p>The Fortive Sustainability Report details our commitment to the environment. Fortive actively supports and advances the renewable energy sector, contributing to climate protection efforts. Saving energy benefits both the environment and our financial performance. The Fortive toolkit includes an Energy Kaizen tool that guides facilities through comprehensive energy audits to identify energy-saving opportunities. We adhere to strict environmental legal compliance as governed by our Code of Conduct standards. Suppliers are also expected to minimize environmental impacts and conserve resources in compliance with applicable laws.</p> <p>We aim to reduce our environmental footprint by minimizing waste, preventing pollution, and adopting sustainable practices and policies. We limit paper printing and prioritize recycling and reusing items. We promote recycling with appropriate bins available in every office to increase recycling rates and reduce waste. We strive to reduce fuel usage and emissions across all business areas. Our target is to reduce Scope 1 and 2 CO2 equivalent (CO2e) emissions by 40% per dollar of revenue by 2030, using 2017 as the baseline. In support of the goal, we have established a target to reduce annual GHG emissions at our most energy intensive operations 6% YOY, beginning in 2021. We collect all utility consumption actuals/bills and report them to our corporate Director of Sustainability for tracking.</p>	*
47	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	View our 2023 Sustainability Report here: https://fortive.com/sites/default/files/2024-04/2023-Fortive-Sustainability-Report.pdf	*
48	Describe approaches used by your company to align recommendations with an owner's sustainability goals.	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.	

49	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<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> <p>The Accruent product family features distinct product lines designed to serve the complex needs of specific industries. With deep expertise honed over years of serving diverse clients, our solutions streamline facilities management, boosting productivity and cutting costs. Our integrated workplace management systems cover every aspect of real estate and facilities lifecycle, aiding organizations in achieving key objectives such as revenue growth, expense control, and regulatory compliance.</p> <p>With a clientele spanning from SMEs to Fortune 500 companies, Accruent serves over 10,000 customers globally, managing more than eight billion square feet of property. From strategic planning to day-to-day operations, our solutions encompass a comprehensive suite of tools, including asset management, document management, lease accounting, project management, space management, remote monitoring, and compliance. Customers can leverage both Accruent products and the data already in their legacy systems through a vast suite of APIs and drivers for true connection and communication.</p> <p>Accruent's Professional Services team develops your real estate and facility management solutions quickly so you can realize the full value of your solution and begin seeing a return on investment. Our team has completed thousands of successful implementations, and provides a full range of services, from initial planning to implementation, training, managed services, and ongoing support. Software enhancements delivered under the product roadmap are free of charge through Accruent's software-as-a-service subscription model. Our support teams also provide assistance at no cost to you.</p> <p>Accruent has developed relationships with several industry bodies (IWFM, RICS, etc.) in order to stay ahead of industry changes and learn how the company might support customers meeting the ever-changing compliance regulations.</p>
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Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
50	Select 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 and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	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. 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.
51		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
52		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
53		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
54		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
55		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
56		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
57		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
58		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
59	Describe your payment terms and accepted payment methods.	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.	*
60	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.	*
61	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Accruent will use a MSA (Master Service Agreement) to conduct business with Sourcwell members. Please reference the attached Legal Disclaimer for an example of our standard MSA.	*
62	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	No, Accruent does not accept P-cards as a payment method.	*

63	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.	Please review attached pricing document.	*
64	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.	Accruent will offer all of Sourcewell members a 13% discount off of list price.	*
65	Describe any quantity or volume discounts or rebate programs that you offer.	<= \$1m – 13% 1-2m – 15% 2-5m – 17% 5-10m – 19% 10-15m – 21% 15-30m – 23%	*
66	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “non-contracted items”. 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.	All of Accruent's products are developed and maintained in house. In the event we would have to outsource any part of integration, Accruent would provide a quote for acceptance for all items that may require sourcing.	*
67	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.	Accruent's offers SaaS products that does not require shipping or freight changes. Our products do require us to work closely with Sourcewell members to ensure that the implementation of the software is configure properly for optimal performance. The implementation cost for each product is quoted during the sales engagement for each member individually.	*
68	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	N/A	*
69	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	N/A	*
70	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A	*
71	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Accruent has a Pricing group that reviews all quote requests that are submitted for accuracy and compliance to any established agreements.	*
72	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Accruent manages client satisfaction both quantitatively through our company loyalty and Support customer satisfaction surveys and qualitatively through our account team's direct customer engagement. As members of the account team, our Customer Success Managers serve as the central point of contact to address ad hoc customer satisfaction issues and ensure account health status updates in our CRM.	*
73	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Accruent is offering a 3% admin fee of the purchase order amount less any applicable sales tax and Performance and/or Payment bond cost.	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
74	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	The Pricing Offered in this Proposal is better than the Proposer typically offers to GPOs, cooperative purchasing organizations, or state purchasing departments.

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *
75	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	<p>Accruent is a global software company that helps organizations achieve superior performance by transforming how they manage their physical resources. Our innovative, industry-leading cloud-based software and services enable organizations to optimize all stages of real estate, facilities and asset management, from strategic planning to day-to-day 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. More than 10,000 global customers depend on Accruent solutions to drive out hidden costs, extend asset lifecycles, protect their brands, ensure compliance, and deliver on the missions of their organization. Headquartered in Austin, Texas, Accruent serves a wide range of industries in more than 150 countries around the world.</p> <p>Please reference our attached response for detailed descriptions of our products offered.</p>
76	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Accruent's software suite offers industry-specific solutions for project management, energy and sustainability management, facility and asset management, Internet of Things, lease administration and accounting, market planning and site selection, and space planning, enabling facilities functions to be closely aligned with an organization's larger strategic initiatives.</p> <p>Please reference our attached response for detailed descriptions of our products offered.</p>

Table 8B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments
77	Facility and building condition assessment and auditing	<input checked="" type="radio"/> Yes <input type="radio"/> No	Supported by FAMIS 360 Inspections
78	Energy, utility, and emissions assessment and planning	<input checked="" type="radio"/> Yes <input type="radio"/> No	Supported by FAMIS 360 Utility Management and Inspections
79	Site, safety, and code inspections	<input checked="" type="radio"/> Yes <input type="radio"/> No	Supported by FAMIS 360 Inspections
80	Space utilization and planning	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Supported by FAMIS 360 Space Management with additional functionality provided with EMS and Accruent Space Intelligence</p> <p>EMS also meets this requirement.</p>
81	Geographic information system (GIS) services	<input checked="" type="radio"/> Yes <input type="radio"/> No	GIS attributes are stored on Properties, Buildings, Assets and Work Requests. Analytics uses that information to plot information on Map Visualizations and APIs are available to integrate to other GIS platforms.
82	Feasibility, sustainability, and lifecycle assessment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Supported by FAMIS 360 Inspections

83	Asset, capital, and deferred maintenance planning and asset classification	<input checked="" type="radio"/> Yes <input type="radio"/> No	Supported by FAMIS 360 Maintenance Management and Asset Management modules. Deeper functionality in Capital Planning is available from our sister company Gordian Group with their best-in-class Capital Planning Application, VFA Facility.
8	Benchmarking services and quality assurance	<input checked="" type="radio"/> Yes <input type="radio"/> No	Supported by FAMIS 360 Inspections, Customer Satisfaction Surveys and Accruent Analytics
85	Project management and coordination with facility owners	<input checked="" type="radio"/> Yes <input type="radio"/> No	Maintenance projects and Facility projects are supported in FAMIS 360 with the option for customers to upgrade to Accruent's best-in-class Capital Project solution, Lucernex, with deeper functionality related to milestone schedules, bidding, budget management and document management.
86	Contract management and financial monitoring	<input checked="" type="radio"/> Yes <input type="radio"/> No	Very light tracking in FAMIS 360 with the option for customers to upgrade to Accruent's best-in-class Contract and Lease Administration solution, Lucernex, with deeper functionality related to contract details and responsibilities, CAM reconciliation, automatic rent escalations and document management
87	Budget development, and program management services	<input checked="" type="radio"/> Yes <input type="radio"/> No	Very light tracking in FAMIS 360 with the option for customers to upgrade to Accruent's best-in-class Capital Project solution, Lucernex, with deeper functionality related to milestone schedules, bidding, budget management and document management.
88	Assessment and planning services complementary to the offering of solutions described in lines 77 to 87 above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Supported by FAMIS 360 Maintenance Management and Asset Management modules. Deeper functionality in Capital Planning is available from our sister company Gordian Group with their best-in-class Capital Planning Application, VFA Facility.

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Accruent Response to Sourcewell.pdf - Wednesday October 23, 2024 09:33:43
- [Financial Strength and Stability](#) - 2023-annual-report.pdf - Monday October 21, 2024 12:16:28
- [Marketing Plan/Samples](#) - Marketing Materials.zip - Monday October 21, 2024 12:16:39
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples (optional)
- [Requested Exceptions](#) - Legal Disclaimer (2).pdf - Monday October 21, 2024 12:17:01
- [Upload Additional Document](#) - Accruent_Support_Policy.pdf - Monday October 21, 2024 12:17:27

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

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 award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
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 is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
 1. 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>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal 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. - Louis Patin, VP, Channel Partnerships, 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 obligations contemplated in the solicitation proposal.

☒ 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
Addendum_8_RFP_102424_Facility_Assessment Wed October 16 2024 04:32 PM	<input checked="" type="checkbox"/>	2
Addendum_7_RFP_102424_Facility_Assessment_&_Planning Fri October 11 2024 02:15 PM	<input checked="" type="checkbox"/>	1
Addendum_6_RFP_102424_Facility_Assessment Fri October 4 2024 02:43 PM	<input checked="" type="checkbox"/>	1
Addendum_5_RFP_102424_Facility_Assessment Wed October 2 2024 01:31 PM	<input checked="" type="checkbox"/>	1
Addendum_4_RFP_102424_Facility_Assessment Tue October 1 2024 10:09 AM	<input checked="" type="checkbox"/>	1
Addendum_3_RFP_102424_Facility_Assessment Fri September 27 2024 08:36 AM	<input checked="" type="checkbox"/>	1
Addendum_2_RFP_102424_Facility_Assessment Tue September 17 2024 08:47 PM	<input checked="" type="checkbox"/>	1
Addendum_1_RFP_102424_Facility_Assessment Wed September 11 2024 02:41 PM	<input checked="" type="checkbox"/>	1