

**OMNIBUS ADDENDUM TO:**

**Dude Solutions Order Form  
Brightly Master Subscription Agreement  
Brightly Professional Services Addendum**

**Laramie County/Brightly Software**

THIS ADDENDUM is made and entered into by and between Laramie County, Wyoming, P. O. Box 608, Cheyenne, Wyoming 82003-0608, ("COUNTY" or "Subscriber") and Brightly Software, Inc., 11000 Regency Parkway, Suite 400, Cary, NC 27518 ("CONTRACTOR" or "Company").

**I. PURPOSE**

The purpose of this Addendum is to modify the Order Form to provide Laramie County with software and associated professional services as more fully laid out in the Statement of Work portion of the entire agreement between the Parties, attached hereto as Attachment 'A' and fully incorporated herein (hereinafter "Agreement"). It is the intention of the parties that this Omnibus Addendum (hereinafter "Addendum") apply to all the attached Agreements within Attachment 'A' between the parties. It is also the intention of the parties that any additional terms within this Addendum apply to each of the Agreements within Attachment 'A.'

**II. TERM**

This Addendum shall commence on the date last executed by the duly authorized representatives of the parties to this Addendum and Agreement and shall remain in full force pursuant to the terms of the Agreement and this Addendum.

**III. RESPONSIBILITIES OF CONTRACTOR**

A. CONTRACTOR shall provide and complete the services described in Attachment 'A', particularly the Statement of Work document, attached hereto and fully incorporated herein.

B. COUNTY shall pay CONTRACTOR in accordance with the payment terms set forth more fully in the attached Agreement. Payment will be made upon receipt of the CONTRACTOR'S invoice to the COUNTY. No payment shall be made before the last signature is affixed to this Agreement. Payments shall be in accordance with Wyo. Stat. § 16-6-602 (as amended).

**IV. MODIFICATIONS TO BRIGHTLY MASTER SUBSCRIPTION AGREEMENT**

A. Section 6.3(b), Indemnification, of the Agreement is stricken and of no force and effect.

- B. Section 7.1, Definition of Confidential Information, of the Agreement is hereby modified to include the following:

The Parties acknowledge that Subscriber is a governmental entity and, as such, any agreement between the Parties is subject to disclosure under the Wyoming Public Records Act, W.S. 16-4-201 et seq. Any disclosure of information in accordance with the Wyoming Public Records Act shall not be treated as a breach of any confidentiality obligations set forth by Section 7 of this Agreement.

- C. Section 8.5, Assignment, is stricken and of no force and effect and replaced with the following:

Neither this Agreement, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party, except that Company shall have the right to transfer or assign this Agreement to the surviving entity in a merger or consolidation or to a purchaser of all or substantially all of its assets without the written consent of the Subscriber.

#### **V. PROFESSIONAL SERVICES ADDENDUM**

- A. Section 8.2 is stricken and of no force and effect.

#### **VI. ADDITIONAL PROVISIONS APPLICABLE TO ENTIRE AGREEMENT**

1. Entire Agreement: The Agreement (75 pages combined) and Addendum (3 pages) represents the entire and integrated agreement and understanding between the parties in regard to the subject matter herein and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

2. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement and Addendum because of race, color, gender, creed, handicapping condition, or national origin.

3. ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto.

4. Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 et seq., by entering into this Agreement and Addendum. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement and Addendum.

5. Conflict of Interest: COUNTY and CONTRACTOR affirm, to their knowledge, no CONTRACTOR employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of CONTRACTOR, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to this Agreement.

6. Limitation on Payment: COUNTY's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by CONTRACTOR, the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify CONTRACTOR at the earliest possible time of the services which will or may be affected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit COUNTY to terminate this Agreement in order to acquire similar services from another party.

7. Addendum Controls: Where a conflict exists or arises between any provision or condition of this Addendum and the Agreement, the provisions and conditions set forth in this Addendum shall control.

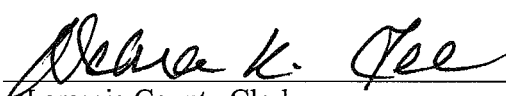
[Remainder of page intentionally left blank; signature page to follow]

LARAMIE COUNTY, WYOMING

By:  For:  
Chairman, Laramie County Commissioners

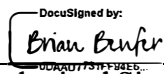
Date 3/29/22

ATTEST:

By:   
Laramie County Clerk

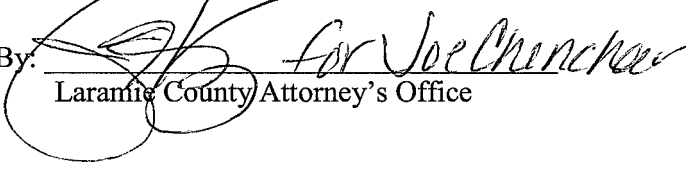
Date 3-29-2022

Brightly Software, Inc.

By:   
Authorized Signature

Date 3/29/2022 | 11:32:17 AM EDT

REVIEWED AND APPROVED AS TO FORM ONLY

By:  for Joe Chenevise  
Laramie County Attorney's Office

Date 3-29-22



Software for Smarter Operations

**PREPARED FOR**

Laramie County

Allison Keslar

Application Administrator

310 W 19th St

Cheyenne, WY 82001

**PREPARED BY**

Dude Solutions

11000 Regency Parkway, Suite 400

Cary, NC 27518

**PUBLISHED ON**

February 22, 2022

Reviewed and Approved by IT





Q-222375

This SOW has been defined to leverage DSI's experience, while optimizing the use of resources, thereby maximizing cost efficiencies on behalf of Client.

Based on our current understanding of the complexity and scope of this effort and the expected involvement of the DSI team resources, the current estimated Fixed Price for this engagement is shown in the Investment table. This estimated cost breakdown is as follows:

**Service Term: 39 months (04/01/2022 - 06/30/2025)**

Services				
Services Invoice - Year 1				
Item	Start Date	End Date	Investment	
SmartGov - Enterprise	4/1/2022	6/30/2022	6,193.60 USD	
SmartGov Connector BlueBeam	4/1/2022	6/30/2022	232.26 USD	
SmartGov Connector Financial	4/1/2022	6/30/2022	232.26 USD	
SmartGov Connector Merchant	4/1/2022	6/30/2022	232.26 USD	
			<b>Subscription</b>	<b>6,890.38 USD</b>
<b>Year 1 Total:</b>				

The Services invoice for Year 1 will be issued upon acceptance of the Order Form. Subsequent Services Invoices will be sent annually.

Professional Services	
SmartGov Custom Implementation	0.00 USD
Fees Configuration (Pages)	403.75 USD
General Config	1,900.00 USD
Map Connector Configuration	950.00 USD
Parcel Connector Configuration	2,375.00 USD
<b>Professional Services Year 1 Total:</b>	<b>60,169.44 USD</b>





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Portal Configuration	950.00 USD
Virtual Training	4,275.00 USD
Project Management	7,848.19 USD
Existing Merchant Connector Configuration	1,140.00 USD
Blue Beam Connector Configuration	1,140.00 USD
Financial Export Connector Configuration	1,900.00 USD
Workflow template customization (package of 10)	17,100.00 USD
Data Migration	20,187.50 USD
<b>Professional Services Year 1 Total:</b>	<b>60,169.44 USD</b>
<b>Total Year 1 Services &amp; Professional Services</b>	<b>67,059.82 USD</b>

Sourcewell/NJPA purchasing contract

- <https://www.sourcewell-mn.gov/cooperative-purchasing/090320-sdi#tab-contract-documents> (<https://www.sourcewell-mn.gov/cooperative-purchasing/090320-sdi#tab-contract-documents>).
- Contract #090320-SDI
- Expiration date: 11/2/2024

The above level of effort and associated pricing is based on the SMARTGOV package selected by Laramie County and is subject to change based on defined client requirements that may be discovered during project delivery. Any identified project scope or requirements changes will be addressed via DSI Change Control Authorization ("CCA") process.

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**Remaining Services Invoices**

Year 2	Annual period beginning	Investment
SmartGov - Enterprise	7/1/2022	24,774.40 USD
SmartGov Connector BlueBeam	7/1/2022	929.04 USD
<b>Total:</b>		<b>27,561.52 USD</b>





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Year 2	Annual period beginning	Investment
SmartGov Connector Financial	7/1/2022	929.04 USD
SmartGov Connector Merchant	7/1/2022	929.04 USD
<b>Total:</b>		<b>27,561.52 USD</b>

Year 3	Annual period beginning	Investment
SmartGov - Enterprise	7/1/2023	25,393.76 USD
SmartGov Connector BlueBeam	7/1/2023	952.27 USD
SmartGov Connector Financial	7/1/2023	952.27 USD
SmartGov Connector Merchant	7/1/2023	952.27 USD
<b>Total:</b>		<b>28,250.56 USD</b>

Year 4	Annual period beginning	Investment
SmartGov - Enterprise	7/1/2024	26,028.60 USD
SmartGov Connector BlueBeam	7/1/2024	976.07 USD
SmartGov Connector Financial	7/1/2024	976.07 USD
SmartGov Connector Merchant	7/1/2024	976.07 USD
<b>Total:</b>		<b>28,956.82 USD</b>







**Introduction**

Dude Solutions, Inc. ("DSI") is pleased to submit this Statement of Work ("SOW") to Laramie County for SmartGov Professional Services. SmartGov streamlines permitting, planning/zoning, Inspections, code enforcement, and business licensing, providing efficiency for your jurisdiction and enhanced customer service for your citizens. The package Laramie County has chosen for implementation of SmartGov will be implemented using proven processes and methodologies managed by an experienced project manager dedicated to delivering a successful project.

DSI looks forward to the opportunity to deliver these services and the ever-lasting development of a strong business partnership.

**Custom Implementation and Features**

The Custom Implementation leverages best practices but includes wide flexibility in Dude assisted customization. It is based on our pre-configured settings to streamline your setup but allows full access to modify your final configuration.

With Custom, you get access to the Full Software and your features include:

Feature	Custom
All Modules (Permitting, Licensing, Code Enforcement, Recurring Inspections)	Included
Public Portal	Included
Custom Fee Codes (across all modules)	Included
Custom Fields (across all modules)	Unlimited
Departments associated with Templates and Inspection Types (e.g., Building Safety and Construction, Planning and Zoning, etc.)	Unlimited
156 Standard Reports and Output Documents	Included
Custom Reports and Output Documents	Unlimited (Additional Fee Required)
Pre-configured Inspection Types (109 across all modules)	Included
Pre-configured Submittal Types (140 across all modules)	Included
Pre-configured Workflow Steps (152 across all modules)	Included
Additional Inspection Types	Unlimited (Additional Fee Required)





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Feature	Custom
Additional Submittal Types	Unlimited (Additional Fee Required)
Additional Workflow Steps	Unlimited (Additional Fee Required)
Mobile App (Android and iOS)	Included
Pre-configured Templates and Workflow (77 templates across all modules)	Included
Additional Templates and Workflow	Unlimited Unlimited (Additional Fee Required)
Case number formatting	Customized
Users	Unlimited

With Custom you will get access to the following Services:

Service	Custom
Project Management	Per Agreement
Public Portal Configuration	Self-service or Per Agreement
Custom Code References	Included
Custom Condition Setup	Unlimited
Custom Field Configuration	Unlimited
Department Customization	Included
Fee/ Financial Setup	Per Agreement
Jurisdiction Specific Settings (Time zone, Holidays, etc.)	Included
Inspection Types Additions	Per Agreement
Template and Workflow Customization	Per Agreement
Template and Workflow Additions	Per Agreement
User Setup and Security	Included

Please talk with your account representative to determine timing for your Custom Implementation.





## Planning, Initial Set Up & System Level Configuration

As part of the General Configuration Dude Solutions will:

- Create your database with our defaults
- Load your users with Dude standard permissions (provided in Dude input sheet)
- Load your Code References/Violation types (provided in Dude input sheet)
- Load up to 20 additional custom attributes/details (not associated with fees)
- Load your logo
- Provide access to 156 reports/output documents (see list)
- Provide ongoing access to our Virtual Classroom Training classes

## Workflow Template Customization

CD-WT10 Dude will add up to 60 custom process templates across all modules (Permits/Licensing/Code Enforcement/Recurring Inspections) until your product readiness date or 12 months after purchase whichever comes first.

## Financial Setup and Fees Pages

Based on your fee schedule Dude will:

- Setup your fee code calculations
- Load your FMS/GL Codes (provided in Dude input sheet)
- Load your Valuation table (provided in Dude input sheet or ICC table)
- Setup your fixture costs (if needed)
- Load your custom attributes / details as required for your fee calculations

## Public Portal Configuration Setup

The Dude will customize your Portal by:

- Linking your logo
- Exposing all permits/business licenses that you want your citizens to have access to
- Will advise on best practices and load your custom verbiage into the available fields
- Provide the access URL to add link to any needed jurisdiction web pages

## Parcel Connector Setup

Dude will configure EITHER a Delimited Parcel Job OR ARCGIS Parcel Job on behalf of the customer

- Delimited File – A delimited file may be uploaded to the job at runtime or may be made available to the job via FTP using anonymous access or a username and password. The delimited file option supports a single address for each individual parcel.
- Parcel Layer – A parcel layer must be accessible by URL through an ESRI REST service. A secondary address-only layer may also be provided for parcels that have more than one address. The layer(s) must be publicly accessible and may be secured with a username and password.

The configured parcel job will be available for the customer to run on-demand. If using the ARCGIS option or a delimited file that is accessible via FTP, the job may also be scheduled to run on a consistent basis (e.g., daily, weekly, monthly, etc.).

## Map (GIS) Connector Setup

The Dude will connect to your supported ESRI Map Service secured by a publicly trusted certificate issued by a Certificate Authority.





The clients Map Service must be publicly accessible and require no user authentication of any kind. The Map Service must include a parcel layer with a designated field having parcel numbers that exactly match those provided in the Parcel Connector source data (this layer may be the same as that provided for the Parcel Connector if no authentication is required for access). Support for Feature, Tiled, and Web Map Services is not included.

Custom base maps are not supported. Base maps from the ESRI base map library will be available for use.

### Financial Connector Setup

The Dude will customize the configuration of the export to match your financial system input needs. These customizations could include:

- Additional data fields
- Altered order of column information
- Alternate delimiter or fixed width formatting \*\*\*

### Merchant Service Connector Setup

The Dude will setup our connector to your merchant vendor (from our authorized list of vendors).

The client will need to provide the relevant linking information for the Dude to complete the setup. These will often include connection URLs, Login IDs, and Transaction Keys.

The Dude cannot get this information on the client's behalf due to security and privacy concerns.

### Digital Markup Tool Setup

The Dude will setup our connector to Bluebeam.

Dude will provide training on how to check documents in and out but will not provide training on other Bluebeam software components.

This does NOT include a subscription to Bluebeam or training on how to use the Bluebeam software and this must be purchased separately from that vendor.

- ***Bluebeam Studio Prime is the only edition of Studio that is compatible with the SmartGov integration.***
- ***The SmartGov integration is compatible with all 3 Revu editions***

### Data Migration

Custom migration of permits, code enforcement and licensing. Includes workflows, details and license history.

Document migration also included.

### Virtual Training

The Dude web-based training will train up-to 10 client users in a "train-the-trainer" format.

The training agenda will be agreed upon by the consultant and the client lead and is designed to provide the client team with an interactive experience in the software to facilitate an understanding of the utilized parts of the software.

This training can span a 2-week period, provided in 3.5 hour sessions to meet client needs but will not exceed eight sessions. Once the team has been trained on all utilized sections of the software the training is complete.





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### **Change Control Authorization Process**

Any changes to the defined scope will require a signed Change Order by the client. This Change Order will outline the additional work required and costs associated with the change. It will also include estimated changes to your launch schedule that must also be approved.





## Appendix

### Parcel Configuration Setup

Parcel source data (delimited file or parcel layer) must include the following fields, at a minimum:

- Parcel Number
- Primary Situs Address
- Primary Situs City
- Primary Situs State
- Primary Situs Zip Code
- Owner Name
- Owner Street Address
- Owner City populated for USA addresses only
- Owner State populated for USA addresses only
- Owner Zip Code populated for USA addresses only
- International Indicator with a value of "Y" for any owner address outside of the USA
- International line including the full regional equivalent of the city, state and zip code for any owner address outside of the USA

Inclusion of the following additional fields is recommended:

- Parcel center point latitude in decimal degrees
- Parcel center point longitude in decimal degrees

If using a secondary address layer with the ARCGIS Parcel job, the address layer must contain the following fields:

- Parcel Number
- Secondary Situs Address
- Secondary Situs City
- Secondary Situs Zip Code

Inclusion of the following additional fields is recommended for the secondary address layer:

- Address point latitude in decimal degrees
- Address point longitude in decimal degrees

### Map (GIS) Connector Setup

The following base maps are currently included (subject to change):

- Imagery
- Imagery Hybrid
- Streets
- Topographic
- Navigation
- Streets (Night)
- Terrain with Labels
- Light Gray Canvas





- Dark Gray Canvas
- Oceans
- National Geographic Style Map
- Open Street Map
- Charted Territory Map
- Community Map
- Navigation (Dark Mode)
- Newspaper Map
- Human Geography Map
- Human Geography Dark Map
- Modern Antique Map
- Mid-Century Map
- Nova Map
- Colored Pencil Map
- Firefly Imagery Hybrid
- USA Topo Maps

### Financial Connector Setup

By default, financial extract jobs are pre-configured and the included configuration of the Receipt Extract job will produce a comma-delimited file with the following data points:

- Receipt Number
- Receipt Date
- FMS/GL Code
- Fund
- GL Account
- Fee Amount Paid
- Fee Code Name
- Permit/License/Case Number
- Payer Name

The included configuration of the Receipt Extract – FMS/GL Summary job will produce a comma-delimited file with the following data points:

- FMS/GL Code
- Fund
- GL Account
- Fee Amount Paid

The file output of the financial extract may be written to the customer's FTP site, if desired, to facilitate automated external processing of the file. The customer may request the use of an alternate delimiter if a comma is not acceptable.

The financial extract job may be run on demand or scheduled to run on a consistent basis (e.g., daily, weekly, monthly, etc.). Companion reports designed for reconciliation and extract verification are also available.





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## Blue Beam Connector Configuration

Bluebeam Software is comprised of a document management component, known as Studio, and a client-side application, Revu. Each component has three (3) editions with various features.

Bluebeam Studio is the repository for Bluebeam Projects and Sessions. Only one license/subscription is required for each jurisdiction. It is available in the following editions:

- Bluebeam Studio Prime (**Compatible with SmartGov**) – Cloud-based (allows third party integrations with the Bluebeam Studio API), additional Bluebeam cost
- Bluebeam Studio (**Not Compatible with SmartGov**) – Cloud-based, included with the Bluebeam Revu user license at no additional Bluebeam cost
- Bluebeam Studio Enterprise (**Not Compatible with SmartGov**) – On-Premises

Bluebeam Revu is the client-side software that provides the tools necessary to review and mark up documents. This software must be installed on each client computer that will be used to perform review and mark up tasks. Revu is available in the following editions:

- Revu Standard (**Compatible with SmartGov**) – Standard tool set
- Revu CAD (**Compatible with SmartGov**) – Includes all of the standard tools, along with plugins for 2D and 3D PDF creation
- Revu eXtreme (**Compatible with SmartGov**) – Includes all of the standard tools and CAD plugins, with additional features like Optical Character Recognition (OCR) and batch processes.

The Revu user license includes access to Bluebeam Studio, but Bluebeam Studio is not sufficient for integration with SmartGov. Each SmartGov user that will be checking projects in and out of Bluebeam or performing review and mark up tasks must also be a member of the Bluebeam Studio Prime account.







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**Proposal terms**

- Proposal has been prepared for Laramie County ("Subscriber")
- Proposal expires in sixty (60) days
- Initial Term: 39 months

**Order Form terms**

- This Order Form and its Services are governed by the terms of the Dude Solutions, Inc. Master Subscription Agreement found at <https://www.dudesolutions.com/terms> (<https://www.dudesolutions.com/terms>) ("Terms"), unless Subscriber has a separate written agreement executed by Dude Solutions, Inc. ("DSI") for the Services, in which case the separate written agreement will govern. Acceptance is expressly limited to these Terms. Any additional or different terms proposed by Subscriber (including, without limitation, any terms contained in any Subscriber purchase order) are objected to and rejected and will be deemed a material alteration hereof.
- The Effective Date of the Agreement between Subscriber and DSI is the date Subscriber accepts this Order Form.
- During the Term, DSI shall, as part of Subscriber's Subscription Fees, provide telephone and email support ("Support Services") during the hours of 8:00 AM and 6:00 PM EST, Monday through Friday, excluding New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve and Christmas Day ("Business Hours"), except Community Development Services, where Business Hours means 5:00 AM – 5:00 PM PST.
- Acceptance of this Order Form on behalf of a company or legal entity represents that you have authority to bind such entity and its affiliates to the order, terms and conditions herein. If you do not have such authority, or you do not agree with the Terms set forth herein, you must not accept this Order Form and may not use the Service.
- In consideration for the pricing included in this Order Form, the Subscriber is expressly bound for each of the subscription Terms set forth in this Order Form. Subscriber agrees to pay to DSI all fees specified herein. Notwithstanding anything to the contrary elsewhere in the Terms, all Subscription Fees are non-refundable and non-cancelable.
- Subscriber shall use reasonable efforts to obtain appropriation in the full amount required under this Order Form annually. If the Subscriber fails to appropriate funds sufficient to maintain the Service(s) described in this Order Form, then the Subscriber may terminate the Service(s) at no additional cost or penalty by giving prior written notice documenting such non-appropriation. Subscriber shall use reasonable efforts to provide at least thirty (30) days prior written notice of non-appropriation. Subscriber agrees non-appropriation is not a substitute for termination for convenience, and further agrees Service(s) terminated for non-appropriation may not be replaced with functionally similar products or services prior to the expiration of the Services Term set forth in this Order Form. Subscriber will not be entitled to a refund or offset of previously paid, but unused Fees.

**Additional information**

- DSI fees do not include any taxes, levies, duties, or similar government assessments for which Subscriber may be responsible. Tax exemption certifications can be sent to





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[accountsreceivable@dudesolutions.com](mailto:accountsreceivable@dudesolutions.com) (<mailto:accountsreceivable@dudesolutions.com>).

- Billing frequency other than annual is subject to additional processing fees.
- Please reference Q-222375 on any applicable purchase order and email to [accountsreceivable@dudesolutions.com](mailto:accountsreceivable@dudesolutions.com) (<mailto:accountsreceivable@dudesolutions.com>)
- Dude Solutions, Inc. maintains the necessary liability coverage for its products and professional services. Proof of insurance can be provided upon request.





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## Signature

Presented to:

Q-222375

June 29, 2021, 2:44:47 PM

Accepted by:

---

**Printed Name**

---

**Signed Name**

---

**Title**

---

**Date**





## MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement (this "Agreement") shall govern Subscriber's (as defined below) access and use of the Services (as defined below) provided by Brightly Software ("Company"). BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING ACCEPTANCE, BY RESELLER PURCHASE, BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT OR BY OTHERWISE ACCESSING AND USING THE SERVICES, SUBSCRIBER AGREES TO THE TERMS OF THIS AGREEMENT. AS A RESULT, PLEASE READ ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY.

IF THE INDIVIDUAL ENTERING INTO THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, THE INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, IN WHICH CASE THE TERMS "ACCOUNT" OR "SUBSCRIBER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN, THE INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

### Section 1.0 Ordering and Use of the Service

#### 1.1 Company Cloud Service; Subscriber-Hosted Software.

(a) *Company Cloud Service.* Unless otherwise specified on an applicable Order Form, Company Service shall be provided as Company-hosted, cloud Service. Company grants Subscriber a non-exclusive and non-transferable right to access and use the Service for the Term.

(b) *Subscriber-Hosted Software.* Where an applicable Order Form sets forth Subscriber-Hosted Software, subject to the provisions of this Agreement, Company grants Subscriber a non-exclusive and non-transferable license (with no right to sublicense) to install and use the software for the Term. In respect of such Subscriber-Hosted Software:

(i) Subscriber is responsible for installing and implementing the Subscriber-Hosted Software and any updates, enhancements or modifications, except for any Professional Services set forth on an applicable Order Form (i.e., implementation).

(ii) Subscriber may create copies of the Subscriber-Hosted Software to the extent strictly necessary to install and operate the Subscriber-Hosted Software for use in accordance with this Agreement, and to create backup and archival copies to the extent reasonably required in the normal operation of Subscriber systems. All such copies must include a reproduction of all copyright, trademarks or other proprietary notices contained in the original copy of the Subscriber-Hosted Software.

(iii) Subscriber is responsible for providing the Environment and ensuring the Environment functions properly, and for implementing appropriate data backup and security measures. "Environment" means the systems, networks, servers, equipment, hardware, software and other material specified in Documentation or an Order Form on which, or in connection with which, the Subscriber-Hosted Service will be used.

#### 1.2 Ordering.

(a) *Ordering.* For the Company Services purchased, Company shall grant Subscriber Account Users access or use of the Service(s) and Professional Service(s) during their associated Term, including access and use of all of the Content contained in or made available through the Service(s), Subscriber agrees that its purchase is not contingent on the delivery of any future functionality or features, or dependent upon any oral or written public comments regarding future functionality or features. Subscriber agrees that it shall use the Service(s) solely for internal business purposes, and access and use of the Service(s) shall be limited to Account Users. Affiliates of either party may conduct business under this Agreement by executing an Order Form or other document that references this Agreement's terms.

(b) *Account Setup.* To subscribe to the Service, Subscriber must establish its Account, which may only be accessed and used by its Account Users. To setup an Account User, Subscriber agrees to provide true and accurate information for such Account Users. Each Account User must establish and maintain personal, non-transferable Access Credentials, which shall not be shared with, or used by, any other individual. Subscriber must not create Account User(s) in a manner that intends to or has the effect of avoiding Fees, circumvents thresholds with the Account, or intends to violate the Agreement.

(c) *Subscriber Responsibilities.* With full responsibility for its Account Users, Subscriber shall: (i) take appropriate action to ensure that non-Account Users do not access or use the Service; (ii) ensure that all Account Users comply with all of the terms and conditions of this Agreement; (iii) be solely responsible for the accuracy, and appropriateness of all Subscriber Data created by Account Users using the Service; (iv) access and use the Service solely in compliance with the Documentation and all applicable laws, rules, directives and regulations (including those relating to export, homeland security, anti-terrorism, data protection and privacy); (v) allow e-mail notifications generated by the Service on behalf of Subscriber's Account Users to be delivered to Subscriber's Account Users; and (vi) promptly notify Company if Subscriber becomes aware of any unauthorized use of its Account.

(d) *Usage Restrictions.* Subscriber agrees that it shall not, and shall not permit any Third Party to, directly or indirectly: (i) modify, copy, create derivative works or attempt to derive the source code of the Service; (ii) assign, sublicense, distribute or otherwise make available the Service, to any Third Party, including on a timesharing, software-as-a-service or other similar basis; (iii) share Access Credentials or otherwise allow access or use the Service to provide any service bureau services or any services on a similar basis; (iv) use the Service in a way not authorized in writing by Company or for any unlawful purpose; (v) use the Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of Third Party privacy rights; (vi) attempt to tamper with, alter, disable, override, or circumvent any security, reliability, integrity, accounting or other mechanism, restriction or requirement of the Service; (vii) remove, obscure or alter any copyright, trademark, patent or proprietary notice affixed or displayed by or in the Service; (viii) perform load tests, network scans, penetration tests, ethical hacks or any other security auditing procedures on the Service; (ix) interfere with or disrupt the integrity or performance of the Service or the data contained therein; (x) access or use the Service in order to replicate applications, products or services offered by Company and/or otherwise build a competitive product or service, copy any features, functions or graphics of the Service or monitor the availability and/or functionality of the Service for any benchmarking or competitive purposes; (xi) under any circumstances, through a Third Party application, a Subscriber Application or otherwise, repackage or resell



the Service, or any Company data; (xii) store, manipulate, analyze, reformat, print, and display the Content for personal use; and (xiii) upload or insert code, scripts, batch files or any other form of scripting or coding into the Service. Notwithstanding the foregoing restrictions, in the event Subscriber has purchased a Subscription for Commercial Use (as such term is defined below), Subscriber shall be permitted to use the Service to provide Third Party services in cases where such Third Parties access the Subscriber provided applications or services, but where such Third Parties do not have the ability to install, configure, manage or have direct access to the Services. Company hereby agrees, subject to payment of the applicable fees, to permit such use and the terms of this Agreement, including references to "internal use" and/or "internal business operations" shall be deemed to include and permit such use (hereafter referred to as "Commercial Use").

(e) **Additional Guidelines.** Company reserves the right to establish or modify its Service offerings, general practices and limits concerning use of the Service, and if applicable provide alternative Service offerings and practices, with approximately thirty (30) days' prior notice. Company also reserves the right to block IP addresses originating a Denial of Service (DoS) attack. Company shall notify Subscriber should this condition exist and inform Subscriber of its action. Once blocked, an IP address shall not be able to access the Service and the block may be removed once Company is satisfied corrective action has taken place to resolve the issue.

(f) **Links to Third Party Websites.** To the extent that the Service links to any Third Party website, application or service, the terms and conditions thereof shall govern Subscriber's rights with respect to such website, application or service, unless otherwise expressly provided Company. Company shall have no obligations or liability arising from Subscriber's access and use of such linked Third Party websites, applications and services.

(g) **Beta Service.** From time to time, Company may make Beta Service available to Subscribers at no charge. Subscriber may choose to try such Beta Service or not in its sole discretion. Use of Beta Service is at Subscriber's sole risk and may contain bugs or errors. Subscriber may discontinue use of the Beta Service at any time, in its sole discretion. Further, Company may discontinue any and all Beta Service availability at any time in its sole discretion without notice. NOTWITHSTANDING THE REPRESENTATIONS, WARRANTIES AND DISCLAIMERS IN SECTION 6, BETA SERVICE AND DOCUMENTATION, ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND. COMPANY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. COMPANY SHALL HAVE NO INDEMNIFICATION OBLIGATIONS AND NO LIABILITY OF ANY TYPE WITH RESPECT TO THE BETA SERVICE UNLESS SUCH EXCLUSION IS UNENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE COMPANY'S LIABILITY WITH RESPECT TO THE BETA SERVICE PROVIDED SHALL NOT EXCEED \$500.00.

### **1.3 Proprietary Rights.**

(a) Subscriber acknowledges and agrees that Company retains all ownership right, title, and interest in and to the Service, the Documentation and the Content, including without limitation all corrections, enhancements, improvements to, or derivative works thereof (collectively, "Derivative Works"), and in all Intellectual Property Rights therein or thereto. To the extent any Derivative Work is developed by Company based upon ideas or suggestions submitted by Subscriber to Company, Subscriber hereby irrevocably assigns all rights to use and incorporate Subscriber's feedback, including but not limited to suggestions, enhancement requests, recommendations and corrections (the "Feedback") relating to the Service, together with all Intellectual Property Rights related to such Derivative Works. Nothing contained in this Agreement shall be construed to convey to Subscriber (or to any party claiming through Subscriber) any Intellectual Property Rights in or to the Service, the Documentation and the Content, other than the rights expressly set forth in this Agreement

(b) Company acknowledges and agrees that Subscriber retains all ownership right, title, and interest in and to the Subscriber Data, including all Intellectual Property Rights therein or thereto. Notwithstanding the foregoing, Subscriber hereby grants Company and its Affiliates a non-exclusive, royalty-free license to: (i) access, display, copy, distribute, transmit, publish, disclose and otherwise use all or any portion of the Subscriber Data to fulfill its obligations under this Agreement. In addition, Subscriber hereby grants Company a non-exclusive, royalty-free right to use aggregated and de-identified data generated and/or derived by Company from the Subscriber Data (the "De-Identified Data") in order to improve the Service and Company's performance hereunder, including without limitation, submitting and sublicensing such De-Identified Data to Third Parties for analytical purposes, provided that Company shall take commercially reasonable efforts to conduct such de-identification in a manner that ensures that such De-Identification cannot be traced back to Subscriber or natural persons.

(c) Subscriber acknowledges the Services may utilize, embed or incorporate Third Party software and/or tools (each, a "Third-Party Tool") under a license granted to Company by one or more applicable Third Parties (each, a "Third-Party Licensor"), which licenses Company the right to sublicense the use of the Third-Party Tool solely as part of the Services. Each such sublicense is nonexclusive and solely for Subscriber's internal use and Subscriber shall not further resell, re-license, or grant any other rights to use such sublicense to any Third Party. Subscriber further acknowledges that each Third-Party Licensor retains all right, title, and interest to its applicable Third-Party Tool and all documentation related to such Third-Party Tool. All confidential or proprietary information of each Third-Party Licensor is Confidential Information of Company under the terms of this Agreement and shall be protected in accordance with the terms of Section 7.

## **Section 2.0 Company Responsibilities**

**2.1 Professional Services.** To the extent Professional Services are included in the applicable Order Form and/or described in one or more statements of work, Subscriber agrees to abide by Company's Professional Services Addendum. Each statement of work shall be effective, incorporated into and form a part of this Agreement when duly executed by an authorized representative of each of the parties. Each statement of work shall (i) describe the fees and payment terms with respect to the Professional Services being provided pursuant to such statement of work, (ii) identify any work product that will be developed pursuant to such statement of work, and (iii) if applicable, sets forth each party's respective ownership and proprietary rights with respect to any work product developed pursuant to such statement of work.

### **2.2 Service Levels.**

(a) Company shall use commercially reasonable efforts to make the Service available 99.0% of the time for each full calendar month during the Term, determined on a twenty-four (24) hours a day, seven (7) days a week basis (the "Service Standard"). Service availability for access and use by Subscriber(s) excludes unavailability when due to: (a) any access to or use of the Service by Subscriber or any Account User that does not strictly comply with the terms of the Agreement or the Documentation; (b) any failure of performance caused in whole or in part by Subscriber's delay in



performing, or failure to perform, any of its obligations under the Agreement; (c) Subscriber's or its Account User's Internet connectivity; (d) any Force Majeure Event; (e) any failure, interruption, outage, or other problem with Internet service or Non-Company Service; (f) Scheduled Downtime; or (g) any disabling, suspension, or termination of the Service by Company pursuant to the terms of the Agreement. "Scheduled Downtime" means, with respect to any applicable Service, the total amount of time (measured in minutes) during an applicable calendar month when such Service is unavailable for the majority of Subscribers' Account Users due to planned Service maintenance. To the extent reasonably practicable, Company shall use reasonable efforts to provide eight (8) hours prior electronic notice of Service maintenance events and schedule such Service maintenance events outside the applicable business hours.

**2.3 Protection of Subscriber Data.** Company shall maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, unauthorized access or disclosure of Subscriber Data. All data and information provided by Subscriber through its use of the Service is subject to Company's Privacy Policy, which can be viewed by clicking the "Privacy" hypertext link located within the Service. By using the Service, Subscriber accepts and agrees to be bound and abide by such Privacy Policy. At all times during the Subscription term and upon written request of Subscriber within thirty (30) days after the effective date of termination or expiration of this Agreement, Subscriber data shall be available for Subscriber's export and download. Following the thirty (30) days after termination or expiration, Company shall not be obligated to maintain Subscriber Data and may delete or destroy what remains in its possession or control unless prohibited by law.

(a) If applicable in the United States, if Subscriber is a "Covered Entity" under the Health Insurance Portability and Accountability Act of 1996 (as amended from time to time, "HIPAA"), and if Subscriber must reasonably provide protected health information as defined by HIPAA in order to use the Services, Company shall be Subscriber's "Business Associate" under HIPAA, and Company and Subscriber shall enter into a Business Associate Agreement (the form of which shall be reasonably satisfactory to Company).

(b) If applicable in the United Kingdom, Switzerland or European Economic Area (EEA), both parties will comply with the applicable requirements of Data Protection Legislation. "Data Protection Legislation" means (i) the United Kingdom's Data Protection Act 2018, and (ii) the General Data Protection Regulation ("GDPR") and any national implementing laws, regulations or secondary legislation. Company and Subscriber agree that Company will not be processing any personal data on behalf of the Subscriber as "Data Controller" (defined in accordance with the Data Protection Legislation). Company will collect, use, disclose, transfer and store personal information when needed to administer this Agreement and for its operational and business purposes, in accordance with Data Protection Legislation. To the extent personal data from the UK, Switzerland or the EEA are processed by Company, the terms of a data processing addendum ("DPA") must be signed by the parties. To the extent Company processes personal data, its binding corporate rules and the standard contract clauses shall apply, as set forth in the DPA. For standard contract clauses, Subscriber and Company agree that Subscriber is the data exporter and Subscriber's acceptance of this Agreement or applicable Order Form shall be treated as its execution of the standard contract clauses.

### **Section 3.0 Third Party Interactions**

**3.1 Relationship to Third Parties.** In connection with Subscriber's use of the Service, at Subscriber's discretion, Subscriber may: (i) participate in Third Party promotions through the Service; (ii) purchase Third Party goods and/or services, including implementation, customization, content, forms, schedules, integration and other services; (iii) exchange data, integrate, or interact between Subscriber's Account, the Service, its application programming interface ("API") and a Third Party provider; (iv) receive additional functionality within the user interface of the Service through use of the API; and/or (v) receive content, knowledge, subject matter expertise in the creation of forms, content and schedules. Any such activity, and any terms, conditions, warranties or representations associated with such Third Party activity, shall be solely between Subscriber and the applicable Third Party. Company shall have no liability, obligation or responsibility for any such Third Party correspondence, purchase, promotion, data exchange, integration or interaction. Company does not warrant any Third Party providers or any of their products or services, whether or not such products or services are designated by Company as "certified," "validated," "premier" and/or any other designation. Company does not endorse any sites on the Internet that are linked through the Service.

**3.2 Ownership.** Subscriber is the owner of all Third Party content and data loaded into the Subscriber Account. As the owner, it is Subscriber's responsibility to make sure it meets its particular needs. Company shall not comment, edit or advise Subscriber with respect to such Third Party content and data in any manner.

### **Section 4.0 Fees and Payment.**

**4.1 Fees.** Subscriber shall pay to Company all fees specified in Order Forms. Except as otherwise stated on the Order Form: (i) Subscription Fees are based on Services and subscriptions purchased, (ii) all Subscription Fee payment obligations are non-refundable and non-cancelable, and (iii) quantities purchased cannot be decreased during the relevant Services Term. The Subscription Fee for such Service subscription shall be invoiced upon commencement of the Services Term. Thereafter, Company shall make reasonable efforts to invoice Subscriber for each applicable Subscription Fee sixty (60) days prior to its commencement. Unless Subscriber provides written notice of termination in accordance with Section 5.1, Subscriber agrees to pay all fees no later than thirty (30) days after the receipt of Company's applicable invoice. Subscriber is responsible for providing complete and accurate billing and contact information to Company and notifying Company promptly of any changes to such information.

**4.2 Automatic Payments.** If Subscriber is paying by credit card or Automated Clearing House ("ACH"), Subscriber shall establish and maintain valid and updated credit card information or a valid ACH auto debit account (in each case, the "Automatic Payment Method"). Upon establishment of such Automatic Payment Method, Company is hereby authorized to charge any applicable Subscription Fee using such Automatic Payment Method.

**4.3 Overdue Charges.** If any invoiced amount is not received by Company by the due date, without limiting Company's rights or remedies, those overdue charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum amount permitted by law, whichever is lower. Company reserves the right to condition an overdue Account's future subscription renewals and Order Forms on shorter payment terms than those stated herein.

**4.4 Taxes.** Company's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Subscriber is responsible for paying all



Taxes associated with its purchases hereunder. If Company has the legal obligation to pay or collect Taxes for which Subscriber is responsible under this Section 4.5, Company shall invoice Subscriber and Subscriber shall pay that amount unless Subscriber provides Company with a valid tax exemption certificate authorized by the appropriate taxing authority. Subscriber agrees to indemnify and hold Company harmless from any encumbrance, fine, penalty or other expense which Company may incur as a result of Subscriber's failure to pay any Taxes required hereunder. For clarity, Company is solely responsible for taxes assessable against Company based on its income, property and employees.

**4.5 Purchases through Resellers.** In the event Subscriber purchases the Services (including any renewals thereof) through an authorized reseller of Company, the terms and conditions of this Agreement shall apply and supersede any other agreement except for any terms and conditions related to fees, payment or Taxes. Such terms and conditions shall be negotiated solely by and between Subscriber and such authorized reseller. In the event Subscriber ceases to pay the reseller, or terminates its agreement with the reseller, Company shall have the right to terminate Subscriber's access to the Service at any time upon thirty (30) days' prior written notice to Subscriber unless Subscriber and Company have agreed otherwise in writing.

## **Section 5.0 Services Term and Termination**

**5.1 Services Term.** This Agreement will commence on the Effective Date set forth on the Order Form and continues until all Service subscriptions hereunder have expired or have been terminated (the "Services Term"). Thereafter, except as stated on an applicable Order Form, the Services Term shall automatically renew for additional periods equal to the expiring subscription term or one year, whichever is longer, unless either party has provided written notice of its intent to terminate the Service subscription not less than forty-five (45) days prior to the expiration of the then-current Services Term applicable to the Service subscription.

**5.2 Termination for Cause.** Either party may terminate this Agreement (in whole or with respect to an Order Form or purchased from a reseller) by notice to the other party if (i) the other party commits a material breach of this Agreement and fails to cure such breach within thirty (30) days (except in the case of a breach of Section 7 in which case no cure period will apply) or (ii) the other party becomes the subject of a petition in bankruptcy or other similar proceeding. Company may, at its option, and without limiting its other remedies, suspend (rather than terminate) any Services if Subscriber breaches the Agreement (including with respect to payment of Fees) until the breach is remedied.

**5.3 Effect of Termination.** Termination or suspension of an individual Order Form or reseller purchase, will not terminate or suspend any other Order Form, reseller purchase or the remainder of the Agreement unless specified in the notice of termination or suspension. If the Agreement is terminated in whole, all outstanding Order Form(s) and reseller purchases will terminate. If this Agreement, any Order Form or reseller purchase is terminated, Subscriber agrees to pay all Fees owed up to the effective date of termination.

**5.4 Survival.** The following portions of this Agreement shall survive termination of this Agreement and continue in full force and effect: Sections 1, 2.3, 5.3, 6, 7 and 8.

## **Section 6.0 Representations, Warranties and Disclaimers**

**6.1 Representations.** Each party represents that: (i) it has full right, title and authority to enter into this Agreement; and (ii) this Agreement constitutes a legal, valid and binding obligation of Subscriber, enforceable against it in accordance with its terms.

### **6.2 Warranties.**

(a) Company represents and warrants that during the applicable Subscription Term that Service will perform materially in accordance with the applicable Documentation. For any breach of this warranty in Section 6.2(a), Subscriber's exclusive remedy and Company's entire liability shall be as described in Section 5.2.

(b) Company represents and warrants that all such Professional Services shall be performed in a professional and workmanlike manner in accordance with generally accepted industry standards. For any breach of this warranty in Section 6.2(b), Subscriber's exclusive remedy and Company's entire liability shall be the re-performance of the applicable Professional Services.

(c) SERVICE, CONTENT, DOCUMENTATION, STORED DATA AND BETA SERVICE ARE PROVIDED "AS-IS" AND AS AVAILABLE EXCLUSIVE OF ANY WARRANTY. EXCEPT AS EXPRESSLY STATED HEREIN, THE PARTIES MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICES OR ANY CONTENT, DOCUMENTATION, STORED DATA OR BETA SERVICES. PARTIES SPECIFICALLY DISCLAIM ALL REPRESENTATIONS OR WARRANTIES WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

(d) Company's Services have not been tested in all situations under which they may be used. Subscriber is solely responsible for determining the appropriate uses for the Services and the results of such use; Company will not be liable for the results obtained through Subscriber's use of the Services. Company's Services are not specifically designed or intended for use in (i) storage of sensitive, personal information, (ii) direct life support systems, (iii) nuclear facility operations, or (iv) any other similar hazardous environment.

### **6.3 Indemnification.**

(a) **Indemnity by Company.** Company shall defend and indemnify Subscriber from any loss, damage or expense (including reasonable attorneys' fees) awarded by a court of competent jurisdiction, or paid in accordance with a settlement agreement signed by Subscriber, in connection with any Third Party claim (each, a "Claim") alleging that Subscriber's use of the Service as expressly permitted hereunder infringes upon any intellectual property rights, patent, copyright or trademark of such Third Party, or misappropriates the trade secret of such Third Party; provided that Subscriber (x) promptly gives Company written notice of the Claim; (y) gives Company sole control of the defense and settlement of the Claim; and (z) provides to Company all reasonable assistance, at Company's expense. If Company receives information about an infringement or misappropriation claim related to the Service, Company may in its sole discretion and at no cost to Subscriber: (i) modify the Service so that it no longer infringes or misappropriates, (ii) obtain a license for Subscriber's continued use of the Service, or (iii) terminate this Agreement (including Subscriber's Service subscriptions and Account) upon prior written notice and refund to Subscriber any prepaid Subscription Fee covering the remainder of the Term of the terminated Service subscriptions. Notwithstanding the foregoing, Company shall have no liability or obligation with respect to any Claim that is based upon or arises out of (A) use of the Service in combination with any software or hardware not expressly authorized by Company, (B) any modifications or configurations made to the Service by Subscriber without the prior written consent of Company, and/or (C) any action taken by



Subscriber relating to use of the Service that is not permitted under the terms of this Agreement. This Section 6.3(a) states Subscriber's exclusive remedy against Company for any Claim of infringement or misappropriation of a Third Party's Intellectual Property Rights related to or arising from Subscriber's use of the Service.

(b) To the extent permitted by law, Subscriber shall defend and indemnify Company from any loss, damage or expense (including reasonable attorneys' fees) awarded by a court of competent jurisdiction, or paid in accordance with a settlement agreement signed by Company, in connection with any Claim alleging that the Subscriber Data, or Subscriber's use of the Service in breach of this Agreement, infringes upon any patent, copyright or trademark of such Third Party, or misappropriates the trade secret of such Third Party; unless applicable laws prohibit public entities from such indemnification and provided that Company (x) promptly gives Subscriber written notice of the Claim; (y) gives Subscriber sole control of the defense and settlement of the Claim; and (z) provides to Subscriber all reasonable assistance, at Subscriber's expense. This Section 6.3(b) states Company's exclusive remedy against Subscriber for any Claim of infringement or misappropriation of a Third Party's Intellectual Property Rights related to or arising from the Subscriber Data or Subscriber's use of the Service.

**6.4 Limitation of Liability.** IN NO EVENT SHALL COMPANY, IN THE AGGREGATE, BE LIABLE FOR DAMAGES TO SUBSCRIBER IN EXCESS OF THE AMOUNT OF SUBSCRIPTION FEES PAID BY SUBSCRIBER TO COMPANY PURSUANT TO THIS AGREEMENT DURING THE TWELVE MONTHS PRIOR TO THE FIRST ACT OR OMISSION GIVING RISE TO THE LIABILITY. UNDER NO CIRCUMSTANCES SHALL COMPANY HAVE ANY LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR LOSS OF PROFITS, OR CONSEQUENTIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING, AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR PRODUCTS LIABILITY. NOTHING IN THIS SECTION SHALL LIMIT SUBSCRIBER'S PAYMENT OBLIGATIONS UNDER SECTION 4.

## **Section 7.0 Confidentiality**

**7.1 Definition of Confidential Information.** "Confidential Information" means any non-public information and/or materials maintained in confidence and disclosed in any form or medium by a party under this Agreement (the "Disclosing Party") to the other party (the "Receiving Party"), that is identified as confidential, proprietary or that a reasonable person should have known, was the Confidential Information of the other party given the nature of the circumstances or disclosure, or as otherwise defined as Confidential Information, trade secrets, and proprietary business information as provided under applicable state law and exempted from disclosure by the applicable statute. Confidential Information may include without limitation: information about clients, services, products, software, data, technologies, formulas, processes, know-how, plans, operations, research, personnel, suppliers, finances, pricing, marketing, strategies, opportunities and all other aspects of business operations and any copies or derivatives thereof. Confidential Information includes information belonging to a Third Party that may be disclosed only under obligations of confidentiality. Notwithstanding the foregoing, Confidential Information shall not include information that Receiving Party can demonstrate: (a) is or becomes generally known to the public without breach of any obligation by Receiving Party; (b) is received from a Third Party without breach of any obligation owed to Disclosing Party; or (c) is or has been independently developed by Receiving Party without the benefit of Confidential Information.

**7.2 Protection of Confidential Information.** The Receiving Party agrees that it shall: (i) use the Confidential Information solely for a purpose permitted by this Agreement, (ii) use the same degree of care as Receiving Party uses with its own Confidential Information, but no less than reasonable care, to protect Confidential Information and to prevent any unauthorized access, reproduction, disclosure, or use of any of Confidential Information; and (iii) restrict access to the Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who are prohibited from disclosing the information by a contractual, legal or fiduciary obligation no less restrictive than this Agreement. Receiving Party shall not use, reproduce, or directly or indirectly allow access to the Confidential Information except as herein provided or export Confidential Information to any country prohibited from obtaining such information under any applicable laws or regulations.

**7.3 Compelled Disclosure.** If Receiving Party is required to disclose any Confidential Information to comply with law, to the extent legally permitted, Receiving Party shall: (a) give the Disclosing Party reasonable prior written notice to permit Disclosing Party to challenge or limit any such legally required disclosure; (b) disclose only that portion of the Confidential Information as legally required to disclose; and (c) reasonably cooperate with Disclosing Party, at Disclosing Party's request and expense, to prevent or limit such disclosure.

**7.4 Records Requests.** To the extent permitted by law, Subscriber shall treat as exempt from treatment as a public record, and shall not unlawfully disclose in response to a request made pursuant to any applicable public records law, any of Company's Confidential Information. Upon receiving a request to produce records under any applicable public records or similar law, Subscriber shall immediately notify Company and provide such reasonable cooperation as requested by Company and permitted by law to oppose production or release of such Company Confidential Information.

**7.5 Remedies.** Receiving Party shall promptly notify Disclosing Party if it becomes aware of any unauthorized use or disclosure of Disclosing Party's Confidential Information and agrees to reasonably cooperate with Disclosing Party in its efforts to mitigate any resulting harm. Receiving Party acknowledges that Disclosing Party would have no adequate remedy at law should Receiving Party breach its obligations relating to Confidential Information and agrees that Disclosing Party shall be entitled to enforce its rights by obtaining appropriate equitable relief, including without limitation a temporary restraining order and an injunction.

## **Section 8.0 Miscellaneous**

**8.1 Compliance with Laws.** Each party will comply with all laws and applicable government rules and regulations insofar as they apply to such party in its performance of this Agreement's rights and obligations.

**8.2 Publicity.** Company is permitted to: (i) include Subscriber's name and logo in accordance with Subscriber's trademark guidelines; and (ii) list the Services selected by Subscriber, in public statements and client lists. Subscriber agrees to participate in press releases, case studies and other collateral using quotes or requiring active participation, the specific details of which shall be subject to mutual consent.

**8.3 Relationship of the Parties.** Company is performing pursuant to this Agreement only as an independent contractor. Company has the sole obligation to supervise, manage, contract, direct, procure, perform or cause to be performed its obligations set forth in this Agreement, except as





otherwise agreed upon by the parties. Nothing set forth in this Agreement shall be construed to create the relationship of principal and agent between Company and Subscriber. Company shall not act or attempt to act or represent itself, directly or by implication, as an agent of Subscriber or its affiliates or in any manner assume or create, or attempt to assume or create, any obligation on behalf of, or in the name of, Subscriber or its affiliates.

**8.4 Waiver.** No failure or delay by either party in enforcing any of its rights under this Agreement shall be construed as a waiver of the right to subsequently enforce any of its rights, whether relating to the same or a subsequent matter.

**8.5 Assignment.** Subscriber shall have no right to transfer, assign or sublicense this Agreement or any of its rights, interests or obligations under this Agreement to any Third Party and any attempt to do so shall be null and void. Company shall have the full ability to transfer, assign or sublicense this Agreement or any of its rights, interests or obligations under this Agreement.

**8.6 Force Majeure.** Subject to the limitations set forth below and except for fees due for Service rendered, neither party shall be held responsible for any delay or default, including any damages arising therefrom, due to any act of God, act of governmental entity or military authority, explosion, epidemic casualty, flood, riot or civil disturbance, war, sabotage, unavailability of or interruption or delay in telecommunications or Third Party services, failure of Third Party software, insurrections, any general slowdown or inoperability of the Internet (whether from a virus or other cause), or any other similar event that is beyond the reasonable control of such party (each, a "**Force Majeure Event**"). The occurrence of a Force Majeure Event shall not excuse the performance by a party unless that party promptly notifies the other party of the Force Majeure Event and promptly uses its best efforts to provide substitute performance or otherwise mitigate the force majeure condition.

**8.7 Entity, Governing Law, Notices and Venue.** All notices, instructions, requests, authorizations, consents, demands and other communications hereunder shall be in writing and shall be delivered by one of the following means, with notice deemed given as indicated in parentheses: (a) by personal delivery (when actually delivered); (b) by overnight courier (upon written verification of receipt); (c) by business mail (upon written verification of receipt); or (d) except for notice of indemnification claims, via electronic mail to Subscriber at the e-mail address maintained on Subscriber's Account and to Company at [notice@brightlysoftware.com](mailto:notice@brightlysoftware.com). The Company entity entering into this Agreement, the address to which notices shall be directed under this Agreement and the law that will apply in any dispute or lawsuit arising out of or in connection with this Agreement shall depend upon where Subscriber is domiciled:

(a) In the United States and all other domiciles not otherwise mentioned, the Company entity is Brightly Software, Inc., a Delaware corporation, notices shall be addressed to 11000 Regency Parkway, Suite 400, Cary, NC 27518, Attn: General Counsel, governing law shall be Delaware and the courts with exclusive jurisdiction shall be Delaware without regard to the principles of conflicts of laws, unless Subscriber is a public entity in which case this Agreement shall be governed by the state law where it is domiciled.

(b) In Canada, the Company entity is Brightly Software Canada, Inc., an Ontario corporation, notices shall be addressed to Bay Adelaide Centre, 333 Bay Street, Suite 2400, PO Box 20, Toronto, ON, M5H 2T6 Attn: Brightly Software General Counsel, governing law shall be Ontario and the courts with exclusive jurisdiction shall be Toronto, Ontario, Canada without regard to the principles of conflicts of laws.

(c) In the United Kingdom or a country in Europe, the Company entity is Confirm Solutions Limited, a limited company in England, notices shall be addressed to Central House Unit C Compass Centre North, Chatham Maritime, Chatham, England, ME4 4YG, Attn: General Counsel, governing law shall be England and the courts with exclusive jurisdiction shall be London, England without regard to the principles of conflicts of laws.

(d) In Australia, New Zealand, a country in Asia or the Pacific region, the Company entity is Assetic Australia Pty Ltd, a proprietary limited company in Australia, notices shall be addressed to Level 9, 257 Collins Street, Melbourne, VIC 3000 Australia, Attn: General Counsel, governing law shall be Australia and the courts with exclusive jurisdiction shall be New South Wales, Australia without regard to the principles of conflicts of laws.

**8.8 Interpretation of Agreement.** The Section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties, and shall not affect in any way the meaning or interpretation of this Agreement. Any reference to any federal, state, local or foreign statute or law shall be deemed to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.

**8.9 No Third Party Beneficiaries.** No person or entity not a party to the Agreement shall be deemed to be a Third Party beneficiary of this Agreement or any provision hereof.

**8.10 Severability.** The invalidity of any portion of this Agreement shall not invalidate any other portion of this Agreement and, except for such invalid portion, this Agreement shall remain in full force and effect.

**8.11 Entire Agreement.** This Agreement, including any applicable Order Form, is the entire agreement between Subscriber and Company regarding Subscriber's use of the Service and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. The parties agree that any term or condition stated in any purchase order or in any other order documentation is void. In the event of any conflict or inconsistency between the documents, the order of precedence shall be (1) the applicable Order Form, (2) any schedule or addendum to this Agreement, and (3) the content of this Agreement.

**8.12 Export Compliance.** The Service, Professional Service, Content or other technology Company may make available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. Subscriber shall not permit any Account User to access or use any Service, Content or other Company technology in a U.S.-embargoed country or region or in violation of any U.S. export law or regulation.

**8.13 Anti-Corruption.** Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Subscriber learns of any violation of the above restriction, Subscriber shall immediately notify Company.

**8.14 Cooperative Use.** With Subscriber's approval, the market research conducted by Subscriber during its selection process for the Services may be extended for use by other jurisdictions, municipalities, and government agencies of Subscriber's state. Any such usage by other entities must be in accordance with ordinance, charter, and/or procurement rules and regulations of the respective political entity.



**8.15 Modifications.** Company may revise the terms of this Agreement from time-to-time and shall post the most current version of this Agreement on its website. If a revision meaningfully reduces Subscriber's rights, Company shall notify Subscriber.

**8.16 Exclusions/Suspensions.** Company confirms that it has not been excluded, debarred or suspended from participation in any governmental program, including but not limited to Medicare, Medicaid, or Medi-Cal payor programs, and is not the subject of any investigation regarding participation in such programs, and has not been convicted of any crime relating to any governmental program. Company agrees to notify Subscriber immediately if Company becomes aware of any adverse action related to Company's eligibility to participate in a governmental program.

**8.17 USA Government Subscribers.** The Service and its Documentation and Content are "Commercial Items," "Commercial computer software" and "Computer software documentation" as defined in the Federal Acquisition Regulations ("FAR") and Defense Federal Acquisition Regulations Supplement ("DFARS"). Pursuant to FAR 12.211, FAR 12.212, DFARS 227.7202, as revised, the U.S. Government acquires the Service and its Documentation and Content subject to the terms of this Agreement.

## **Section 9.0 Definitions**

As used in this Agreement, the following terms shall have the meanings set forth below:

9.1 "Access Credentials" means any user name, identification number, password, license or security key, security token, PIN or other security code, method, technology or device used, alone or in combination, to verify an individual's identity and authorization to access and use the Service.

9.2 "Account" means Subscriber's specific account where Subscriber subscribes to access and use Service(s).

9.3 "Account User" means each employee, consultant and contractor of Subscriber that has been granted Access Credentials.

9.4 "Affiliate" means, with respect to any legal entity, any other legal entity that (i) controls, (ii) is controlled by or (iii) is under common control of such legal entity. A legal entity shall be deemed to "control" another legal entity if it has the power to direct or cause the direction of the management or policies of such legal entity, whether through the ownership of voting securities, by contract, or otherwise.

9.5 "Beta Service" means Company Service or functionality that may be made available to Subscriber to try at its option at no additional charge that is clearly designated as beta, pilot, limited release, early adoption, non-production, sandbox, evaluation or a similar description.

9.6 "Content" means all of the Company audio and visual information, documents, content, materials, products and/or software contained in, or made available through, the Service.

9.7 "Documentation" means the user documentation relating to the Service provided to Subscriber by Company, including but not limited to descriptions of the functional, operational and design characteristics of the Service.

9.8 "Brightly Software" or "Company" means Brightly Software, Inc., Brightly Software Canada, Inc., Assetic Australia Pty Ltd, Confirm Solutions Limited, Facility Health, Inc. and Energy Profiles Limited together with their affiliates, successors and assigns.

9.9 "Company Data" means all data, information, Documentation and other Content provided by or on behalf of Company to any of the Company Services.

9.10 "Intellectual Property Rights" means all ideas, concepts, designs, drawings, packages, works of authorship, processes, methodologies, information, developments, materials, inventions, improvements, software, and all intellectual property rights worldwide arising under statutory or common law, including without limitation, all (i) patents and patent applications owned or licensable by a party hereto; (ii) rights associated with works of authorship, including copyrights, copyright applications, copyright registrations, mask work rights, mask work applications and mask work registrations; (iii) rights related to protection of trade secrets and Confidential Information; (iv) trademarks, trade names, service marks and logos; (v) any right analogous to those set forth in clauses (i) through (iv); and (vi) divisions, continuations, renewals, reissues and extensions of the foregoing (as and to the extent applicable) now existing, hereafter filed, issued or acquired.

9.11 "Order Form" means Company's ordering document or online purchasing form used to order Company Services. By entering into an Order Form, Affiliate(s) agree to be bound by the terms of this Agreement as if an original party.

Company

9.12 "Professional Service" means the professional, technical, consulting and/or other services, excluding support services, to be performed by Company that are ordered by Subscriber on an Order Form or provided without charge (if applicable).

9.13 "Service" or "Services" means Company's branded offerings of Software-as-a-Service (SaaS) applications, products and services made available by Company, as updated, enhanced or otherwise modified from time-to-time. Company

9.14 "Subscriber" means the legal entity identified on the Account, on behalf of itself and its Affiliates, employees and subcontractors.

9.15 "Subscriber Data" means all data, information and other content provided by or on behalf of Subscriber to the Service, including that which the Account Users input or upload to the Service.

9.16 "Subscriber-Hosted Software" means Company's suite of Software-as-a-Service (SaaS) software applications, as updated, enhanced or otherwise modified from time-to-time that are: (i) ordered by Subscriber on an Order Form or provided without charge (if applicable) and made available by Company, including mobile components, and (ii) granted a non-exclusive and non-transferable license (with no right to sublicense) to install and use software for the Term.

9.17 "Subscription Fee" means the fee invoiced to Subscriber by Company prior to the Services Term, which is required to be paid in order for Subscriber to be permitted to access and use the Service.

9.18 "Third Party" means a party other than Subscriber or Company.



## PROFESSIONAL SERVICES ADDENDUM

THIS PROFESSIONAL SERVICES ADDENDUM ("Addendum") is an addendum to the Master Subscription Agreement (the "Agreement") between Brightly Software ("Company") and Subscriber, as defined in the Agreement. This Addendum applies to the extent that Subscriber and Company execute an Order Form that includes a Statement of Work ("SOW") for the provision of Professional Services to be provided by Company for Subscriber.

BY ACCEPTING THIS ADDENDUM, EITHER BY CLICKING A BOX INDICATING ACCEPTANCE, BY RESELLER PURCHASE, BY EXECUTING AN ORDER FORM THAT REFERENCES THIS ADDENDUM OR BY OTHERWISE ACCESSING AND USING THE PROFESSIONAL SERVICES, SUBSCRIBER AGREES TO THE TERMS OF THIS AGREEMENT. AS A RESULT, PLEASE READ ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY.

### 1. PROFESSIONAL SERVICES.

**1.1 Scope.** Company will provide such Professional Services and supply Deliverables to Subscriber in accordance with the terms of the Agreement and all applicable SOWs or Order Forms. Unless otherwise specified in an applicable SOW or Order Form: (i) Company will perform the Professional Services during workdays, Monday through Friday, up to 8 hours a day; (ii) any estimate of hours or costs are reasonable, good faith estimates only; and (iii) each task is performed as firm fixed price work or time and materials. Company is only obliged to supply Professional Services as expressly stated in the SOW and shall not be obliged to supply any Professional Services and/or Deliverables until both Parties have approved the applicable SOW.

**1.2 Scheduling.** Company requires at least 6 weeks advanced notice from the acceptance of an Order Form or reseller purchase to schedule Professional Services delivery dates when travel is required. Onsite Professional Services shall be delivered consecutively in a single onsite visit unless the applicable Order Form or reseller purchase includes the additional fees and incidental expenses associated with multiple visits.

**1.3 Unused Professional Services.** Unless otherwise specified in the applicable SOW, any unused order for Professional Services will expire 6 months from the date of order, and Subscriber will not be entitled to receive a refund for any fees prepaid for such expired Professional Services.

**1.4 Relationship to Other Services.** The Addendum is limited to Professional Services and does not convey any right to use any other Company Services. Subscriber agrees that Professional Services is not contingent on the delivery of any future Service functionality or features other than Deliverables,, or on any oral or written public comments by Company regarding future Service functionality or features.

**1.5 Subscriber Cooperation.** Subscriber will cooperate reasonably and in good faith with Company in its performance of Professional Services by: (i) providing access to Subscriber Data, (ii) allocating sufficient resources and timely performing any tasks reasonably necessary to enable Company to perform its obligations under the SOW or Order Form, and (iii) actively participate in scheduled project meetings. Any delays in the performance of Professional Services or delivery of Deliverables caused by Subscriber may result in additional applicable charges for resource time.

**1.6 Acceptance.** Any Deliverables are stated in the SOW or Order Form. Unless otherwise specified in the applicable SOW, Deliverables will be considered accepted upon Subscriber's written notice thereof (e-mail is sufficient) or two (2) business days from delivery whichever is sooner, provided Subscriber's rejection is limited to failure to materially conform to the SOW's specifications. An effective notice of rejection must specifically disclose the material failure to conform to its specifications. In response to rejection, Company may revise and redeliver the Deliverable, and thereafter the procedures of this Section will repeat.

**1.7 Change Order.** Changes to Professional Service defined in an Order Form, SOW or reseller purchase, shall require a written Change Order signed by the parties prior to implementation of such change(s). Changes may include, for example, alterations to the Professional Service scope of work, Deliverables or changes to fees or schedule.

### 2. FEES & PAYMENT TERMS.

**2.1 Payment.** Subscriber will pay Company the fees specified in each SOW or Order Form contained therein. Unless the SOW or Order Form provides otherwise, Subscriber will pay Company within thirty (30) calendar days from the date of invoice. Where multiple onsite visits are scheduled, the Professional Services, fees and incidental expenses shall be invoiced upon the completion of each visit.

**2.2 Incidental Expenses.** Subscriber will reimburse Company for travel and related business expenses incurred in connection with Professional Services. If an estimate of incidental expenses is included in the applicable SOW or Order Form, Company will not exceed a 5% inflation such estimate without the written consent of Subscriber.

### 3. TERM AND TERMINATION.

**3.1 Term.** Each SOW term shall begin on the effective date specified in the applicable SOW or Order Form and end on the date that the Professional Services are completed. Unless earlier terminated as set forth below, the terms of this Addendum will continue until termination or expiration of the applicable SOW. Termination shall be in accordance with the Agreement.

**3.2 Termination.** Either party may terminate a SOW or this Addendum for the other's material breach of such SOW or this Addendum, as applicable, on thirty (30) days' written notice, provided that if the other party cures the breach before expiration of such notice period, the SOW will not terminate. Additionally, all SOWs will immediately terminate upon termination or expiration of the Agreement.



**3.3 Effect of Termination.** Upon termination of a SOW: (1) if such SOW provides for an hourly or per unit fee, Subscriber will pay Company such fee for the work performed up to the date of termination; and (2) if the SOW provides for a fixed fee, Subscriber will pay Company the reasonable value of the Professional Services rendered by Company up to the termination date. Termination of a SOW for any reason, including without limitation for cause, will not terminate any other SOW.

**4. PROPRIETARY RIGHTS AND LICENSES.**

**4.1 Confidential Information.** As between the parties, each party retains all ownership rights in and to its Confidential Information as set forth in the Agreement.

**4.2 Subscriber Data.** Subscriber does not grant to Company any rights in or to Subscriber's intellectual property except such licenses as are required for Company to perform its obligations under the Agreement.

**4.3 License for Deliverables.** Upon payment of fees due under an applicable SOW or Order Form, Company grants Subscriber a worldwide, perpetual, non-exclusive, non-transferable, royalty-free license to copy, maintain, use and run (as applicable) solely for its internal business purposes associated with its use of Company's Services any Deliverables created by Company solely for Subscriber under this Agreement. Company and Subscriber each retain all right, title and interest in their respective Intellectual Property and Company retains all ownership rights in the Deliverables.

**5. WARRANTY.**

Company represents and warrants that all Professional Services shall be performed in a professional and workmanlike manner in accordance with generally accepted industry standards. For any breach of this warranty in Section 5, Subscriber's exclusive remedy and Company's entire liability shall be the re-performance of the applicable Professional Services.

**6. DISCLAIMER.**

EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH SECTION 5 ABOVE, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, Company AND ITS THIRD PARTY PROVIDERS DISCLAIM ALL WARRANTIES OF ANY KIND RELATED TO THE DELIVERABLES OR THE PERFORMANCE OF PROFESSIONAL SERVICES HEREUNDER, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. Company DOES NOT WARRANT THE RELIABILITY, TIMELINESS, SUITABILITY, OR ACCURACY OF THE DELIVERABLES OR THE RESULTS SUBSCRIBER MAY OBTAIN BY USING THE DELIVERABLES. IN PARTICULAR, Company DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE DELIVERABLES, THAT THE DELIVERABLES WILL CONTINUE TO FUNCTION WITH ANY SUBSCRIPTION SERVICES AFTER THE EXPIRATION OF THE APPLICABLE WARRANTY PERIOD, OR THAT Company WILL CORRECT ALL DEFECTS OR PREVENT THIRD PARTY DISRUPTIONS OR UNAUTHORIZED THIRD PARTY ACCESS.

**7. NON-EXCLUSIVITY OF PROFESSIONAL SERVICES.**

Notwithstanding the Confidentiality obligations set forth in Section 8 of the Agreement and this Addendum, Subscriber acknowledges and agrees that (i) multiple Subscribers may require similar Professional Services or Deliverables and that Company may be developing similar Professional Services and Deliverables for other third parties, (ii) Company may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Confidential Information of Subscriber, (iii) nothing will prohibit Company from developing or having developed for it customizations, configurations, feature, concepts, systems or techniques that are similar to the Deliverables, and (iv) nothing will prohibit Company from re-using with another Subscriber or making generally available as part of Subscription Services all or part of any customization, configuration, feature, concept, system or technique developed hereunder.

**8. IP INDEMNITY.**

**8.1 Indemnification by Company.** In addition to the indemnification obligations set forth in Section 6 of the Agreement and subject to this Addendum, Company will (i) defend, or at its option settle, any claim, demand, action or legal proceeding ("Claim") made or brought against Subscriber by a third party alleging that the use of the Deliverable(s) as contemplated hereunder directly infringes the intellectual property rights of such third party, and (ii) pay (a) any final judgment or award directly resulting from such Claim to the extent such judgment or award is based upon such alleged infringement or (b) those damages agreed to by Company in a monetary settlement of such Claim. Company's obligations to defend or indemnify will not apply to the extent that a Claim is based on (I) Subscriber Data, Subscriber's or a third party's technology, software, materials, data or business processes; (II) a combination of the Deliverable(s) with non-Company products or services; or (III) any use of the Deliverable(s) not in compliance with this Addendum. In the event of a Claim, Company may, in its discretion and at no cost to Subscriber (A) modify the Deliverable(s) so that they are no longer the subject of an infringement claim, (B) obtain a license for Subscriber's continued use of the Deliverable(s) in accordance with this Addendum, or (C) suspend use of the Deliverable in question and refund to Subscriber a pro rata portion of the fees paid for every month during which Subscriber is prevented from using the infringing Deliverable as a result of such infringement, during the first three years after delivery of such Deliverable.

**8.2 Indemnification by Subscriber.** To the extent permitted by law and subject to this Addendum, Subscriber will (i) defend, or at its option settle, any Claim made or brought against Company by a third party alleging that (I) Subscriber Data, Subscriber's or a third party's technology, software, materials, data or business processes; (II) a combination of the Deliverables with non-Company products or services; or (III) Subscriber's use of the Deliverables, other than as authorized in this Addendum, violates applicable law or regulations or infringes the intellectual property rights of, or has otherwise harmed, a third party; and (ii) pay (a) any final judgment or award directly resulting from such Claim, or (b) or those damages agreed to in a monetary settlement of such Claim.



THIS SECTION 8 STATES COMPANY'S SOLE OBLIGATION, AND SUBSCRIBER'S SOLE REMEDY, WITH REGARDS TO CLAIMS THAT THE DELIVERABLES INFRINGE ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

**9. LIMITATION OF LIABILITY.** IN ADDITION TO THE OBLIGATIONS UNDER THE AGREEMENT, IN NO EVENT SHALL COMPANY, IN THE AGGREGATE, BE LIABLE FOR DAMAGES TO SUBSCRIBER IN EXCESS OF THE TOTAL AMOUNT PAID BY SUBSCRIBER UNDER THE APPLICABLE SOW TO WHICH THE CLAIM RELATES. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY. THE FOREGOING LIMITATION WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW. UNDER NO CIRCUMSTANCES SHALL COMPANY HAVE ANY LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR LOSS OF PROFITS, OR CONSEQUENTIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING, AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR PRODUCTS LIABILITY. NOTHING IN THIS SECTION SHALL LIMIT SUBSCRIBER'S PAYMENT OBLIGATIONS UNDER SECTION 4 OF THE AGREEMENT.

**10. MISCELLANEOUS**

**11.1 Order of Precedence.** In the event of a conflict, the provisions of an authorized SOW will prevail over those of this Addendum. Neither party's acts nor omissions related to Professional Services, to a SOW, or to this Addendum, including without limitation breach of a SOW or of this Addendum, will give the other party any rights or remedies not directly related to the SOW in question.

**11.2 Independent Contractor.** The parties are independent contractors and nothing in this Agreement should be construed to create a partnership, agency, joint venture, fiduciary or employment relationship between the parties. Neither party is authorized to make any representation or commitment on behalf of the other party. Each party assumes full responsibility for the actions of its personnel while performing Services and such party will be solely responsible for the supervision, daily direction, control of its personnel and for the payment of all of their compensation.

**11.3 No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.

**11.4 Force Majeure.** Neither party will be responsible for failure or delay of performance of a SOW if caused by an act of nature, war, hostility or sabotage; an electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); or other event outside the reasonable control of the obligated party. Each party will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than thirty (30) days, either party may cancel unperformed Professional Services upon written notice.

**11.5 Non-Solicitation.** Except where prohibited by law, during the Term of this Addendum and for twelve (12) months thereafter, Subscriber will not solicit for employment, nor knowingly employ (either as an employee, contractor or agent), any of Company's employees or subcontractors without Company's prior written consent. For the purposes herein, "solicit" does not include broad-based recruiting efforts, including without limitation help wanted advertising and general posting open positions.

**11.6 Subcontractors.** Company may, in its reasonable discretion, use subcontractors inside or outside the United States to perform any of its obligations hereunder. Company will be responsible for the performance of Professional Services by its personnel (including employees and contractors) and their compliance with Company's obligations under this Addendum, except as otherwise specified herein.

**11.7 Severability.** If any provision of this Addendum is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Addendum will remain in effect.

**11. DEFINITIONS.**

**11.1 "Change Order"** means a Company change order that changes the Professional Services as set forth on a SOW, Order Form or defined in a reseller purchase. Change Orders executed by both parties shall be incorporated by reference into the applicable SOW, Order Form or reseller purchase. A Change Order cannot change Services, as defined in the Agreement to include SaaS applications.

**11.2 "Deliverable"** means a deliverable under an SOW or Order Form.

**11.3 "SOW"** means a statement of work describing Professional Services to be provided hereunder, that is entered into between Subscriber and Company or which is incorporated into an Order Form that is entered into between Subscriber and Company. A Company Affiliate that executed an SOW with Subscriber will be deemed to be Company as such term is used in this Agreement. SOWs or Order Forms are deemed incorporated herein by reference.

All other capitalized terms used but not defined herein shall have the respective meanings set forth in the Agreement.



**Solicitation Number: RFP #090320**

**CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Dude Solutions, Inc., 11000 Regency Pkwy. #110, Cary, NC 27518 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

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

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 2, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

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

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

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in

Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

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

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

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

### **3. PRICING**

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

C. **PERFORMANCE BOND.** If requested by a Participating Entity, Vendor will provide a performance bond that meets the requirements set forth in the Participating Entity's order.

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

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

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

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

## **7. CUSTOMER SERVICE**

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

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

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

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

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

The Report must contain the following fields:

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

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

The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

#### **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

- A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.
- B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.
- C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.
- D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.
- E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

#### **11. LIABILITY**

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused

by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

## **12. AUDITS**

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

## **13. GOVERNMENT DATA PRACTICES**

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

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

## **14. INDEMNIFICATION**

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

## **15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
  - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and

promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

**3. Use; Quality Control.**

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

**4. Termination.** Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

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

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

**16. GOVERNING LAW, JURISDICTION, AND VENUE**

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

## 17. FORCE MAJEURE

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

## 18. SEVERABILITY

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

## 19. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

## 20. INSURANCE

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

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

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

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

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

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

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

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

Minimum Limits:

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



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

Minimum Limits:  
\$2,000,000

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

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

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

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

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcwell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcwell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcwell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without 30 days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcwell copies of applicable policies and endorsements, within 10 days of a request. Failure to request certificates of insurance by Sourcwell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

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

E. **UMBRELLA/EXCESS LIABILITY.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. **SELF-INSURED RETENTIONS.** Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

## **21. COMPLIANCE**

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

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

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

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

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs

operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

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

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

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

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

Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

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

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

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

F. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

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

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

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

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

also includes timely and reasonable access to Vendor’s personnel for the purpose of interview and discussion relating to such documents.

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

**24. CANCELLATION**

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

Sourcwell

Dude Solutions, Inc.

DocuSigned by:  
By: Jeremy Schwartz  
C0FD2A139D06489...

DocuSigned by:  
By: Brian Benfer  
3EA8A039B93A40C...

Jeremy Schwartz  
Title: Director of Operations & Procurement/CPO

Brian Benfer  
Title: SVP of Sales

Date: 10/27/2020 | 11:52 AM CDT

Date: 11/6/2020 | 10:31 AM CST

Approved:

DocuSigned by:  
By: Chad Coauette  
7E42B8F817A64CC...

Chad Coauette  
Title: Executive Director/CEO

Date: 11/6/2020 | 10:35 AM CST

# RFP 090320 - Public Sector and Education Administration Software Solutions with Related Services

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## Vendor Details

Company Name: Dude Solutions  
Does your company conduct business under any other name? If yes, please state: North Carolina  
Address: 11000 Regency Pkwy #110 Cary, NC 27518  
Contact: Melissa Buchanan  
Email: melissa.buchanan@dudesolutions.com  
Phone: 877-655-3833  
HST#: 56-2174429

## Submission Details

Created On: Tuesday July 21, 2020 08:36:17  
Submitted On: Thursday September 03, 2020 10:10:22  
Submitted By: Kathryn Bennett  
Email: rfp@dudesolutions.com  
Transaction #: 8a7239b5-02fa-4203-b5f1-1fc39aafc238  
Submitter's IP Address: 73.153.115.208

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## Specifications

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

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

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Dude Solutions, Inc.
2	Proposer Address:	11000 Regency Pkwy #110 Cary, NC 27518
3	Proposer website address:	<a href="https://www.dudesolutions.com/">https://www.dudesolutions.com/</a>
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Brian Benfer, SVP of Sales 11000 Regency Pkwy #110 Cary, NC 27518 (877) 655-3833 brian.benfer@dudesolutions.com
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Brian Benfer, SVP of Sales 11000 Regency Pkwy #110 Cary, NC 27518 (877) 655-3833 brian.benfer@dudesolutions.com
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Kelly Caputo, General Counsel 11000 Regency Pkwy #110 Cary, NC 27518 (919) 459-3163 kelly.caputo@dudesolutions.com

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

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Dude Solutions is a leading software-as-a-service (SaaS) provider of operations management solutions to education, government, healthcare, senior living, manufacturing and membership-based organizations. For nearly two decades, Dude Solutions has inspired clients to create better work and better lives. We combine innovative, user-friendly technology with the world's smartest operations engine, empowering operations leaders to transform the most important places in our lives. Today, more than 12,000 organizations use our award-winning software to manage maintenance, assets, energy, safety, IT, events and more.</p> <p>Company Facts</p> <p>Company Name: Dude Solutions, Inc. (DSI)  Date Established: 1999  Markets Served: Clubs &amp; Associations, Education, Government, Healthcare, Manufacturing  Office Locations: Headquarters located at 11000 Regency Parkway, Ste 110, Cary, NC 27518  Phone number: 1-877-655-DUDE (3833)  Employees: As of May 2020, we have 520+ employees  Former Names: SchoolDude/FacilityDude  State of Incorporation: Delaware</p>



8	What are your company's expectations in the event of an award?	<p>Dude Solutions intends to continue to closely support participating entities that are already using our products. Our Legendary Support Team and robust customer service organization will provide Sourcewell's participating entities with the product information and new services they need to keep their operations optimized.</p> <p>Similarly, our sales team is dedicated to expanding our roster of participating entities, offering exceptional value to Sourcewell's subscribers.</p>	*
9	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.</p>	Please refer to the attached financial disclosure form in the bid attachments section.	*
10	What is your US market share for the solutions that you are proposing?	<p>In 2019, Dude Solutions surpassed \$100 million in annual revenue.</p> <p>Dude Solutions' more than 12,000 clients and more than 800,000 active users span Federal, DoD, State agencies, local government organizations, and commercial entities.</p>	*
11	What is your Canadian market share for the solutions that you are proposing?	Dude Solutions currently supports more than 550 clients across education, manufacturing, government and healthcare industries throughout Canada.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
13	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>b) Dude Solutions will primarily use our own employees to implement the software we provide. Dude employees are responsible for training, onsite consultation and ongoing client support. Our sales and service force is primarily employed by Dude Solutions.</p> <p>In some instances, Dude Solutions will partner with third-party vendors to complete professional services such as facilities condition assessments or utility bill gathering and population.</p> <p>DSI leverages the below evaluation criteria when considering a subcontractor:</p> <p>Markets Served – Must align to DSI Markets (Education, Government, Healthcare or Manufacturing)</p> <p>Years in Business/Market – Must show a consistent track record in the market</p> <p>Geographical Areas Served – Must have regional or national footprint</p> <p>Number of Employees – Must have available resources to staff appropriately</p> <p>Revenue and Financial Stability – Must show a consistent track record of growth and profitability</p> <p>Subject Matter Expertise – Must provide industry knowledge and subject matter expertise</p> <p>Added Value Services Provided – Must provide a service that would be a value to DSI client base</p> <p>References – Must have quality references</p> <p>If a subcontractor passes the initial criteria above, prior to approval of a subcontractor, the subcontractor must meet the following:</p> <p>DSI Minimum Insurance Requirements</p> <p>DSI Payment Terms</p> <p>To become a DSI authorized Service Provider, Vendors have to have an active master service agreement in place with the DSI. Agreement is needed to by our Executive Leadership team.</p>	*

<p>14</p>	<p>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.</p>	<p>Dude Solutions has not identified any professional licenses that are required to be held by the organization in pursuit of the business contemplated by the RFP. We would like to describe the licenses and certifications related to our data storage, which provide clients with peace of mind regarding their information management and business continuity.</p> <p>Data storage certification and licensure</p> <p>Dude Solutions performs annual HIPAA and PCI Data Security Standards assessments. Dude Solutions is EU-US Privacy Shield registered.</p> <p>The data centers where Dude Solutions Customer data is stored and processed are audited under SSAE 18 Type 2 SOC 2, PCI-DSS1, GLBA and HIPAA standards annually. They are also ITAR and EU-US Privacy Shield registered. Third party security audits are conducted annually and include penetration testing and internal network security audits for all locations.</p> <p>Dude Solutions aligns with the requirements of the Family Education Rights and Privacy Act (FERPA). FERPA does not require or recognize audits or other certifications, so any academic institution that is subject to FERPA must assess for themselves whether and how its use of a cloud service affects its ability to comply with FERPA requirements. Dude Solutions makes the following contractual commitments that attest to its alignment:</p> <p>Dude Solutions commits to using Customer data only to provide organizations with our cloud services and does not mine Customer data for advertising  Dude Solutions commits not to disclose Customer data except as the educational institution directs, as described in the contract, or as required by law  Dude Solutions applications do not process, store or transmit sensitive student information or student educational records  The CJIS standards are generally based on standard security best practices (ex. ISO 27001 and NIST) with which Dude Solutions is aligned. Dude Solutions application are not designed or intended to access CJI. Likewise, the services provided by Dude Solutions support personnel to implement and maintain our application do not require or even contemplate access to Customer systems processing CJI.</p> <p>Dude Solutions has mapped our controls and the controls of our partners to the NIST Cloud Computing reference architecture and associated controls as defined by the Cybersecurity Framework. Dude Solutions is committed to compliance with these NIST requirements and other relevant industry standards such as NIST 800-53, NIST SP 800-171, and FIPS 200.</p>
<p>15</p>	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>Dude Solutions, Inc. has no past or present litigation, suspension or debarment.</p>

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

Line Item	Question	Response *								
16	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>In addition to recognition received for our rapid revenue and employee growth—and being recognized as one of the region's "Best Places to Work" over multiple years—Dude Solutions has garnered media attention in both local and national publications for our various products, client service, and partner relationships.</p> <p>Several of them are documented below:</p> <p>Automation World online published an article based on Pepsi Bottling Venture's success with our software platform. August 2017  MyTechDecisions.com featured our Event Publisher software, and its use by our client, Spartanburg Community College, in their Project of the Week on Tech Decisions. September 2017  HFM Magazine published an article on our CMMS solutions for hospitals featuring TheWorxHub product. June 2017  GovTech.com ran an article from the perspective of our client, Spalding County, GA, in its online outlet: Government Technology. June 2017  Worship Facilities Magazine featured a Dude Solutions' case study with NorthRidge Church on worshipfacilities.com. July 2017  Senior Housing News was inspired enough by our whitepaper, Including Maintenance within Your Community's Strategic Plan, to publish an article on the topic on its site: seniorhousingnews.com. September 2017  Dude Solutions' other awards include:</p> <p>Finalist in the Software category for the 2019 NC TECH Awards, North Carolina's annual statewide awards program recognizing innovation, growth and leadership in the tech sector.  #13 on the 2019 NC Mid-Market Fast 40, our second year in a row on this list, which recognizes mid-size companies in North Carolina based on revenue and employment growth.  Won the Triangle Business Journal Leaders in Diversity Award, recognizing companies that have shown an exceptional commitment to promoting practices that advance diversity in the workplace and in business leadership. A nod to the fantastic work our diversity committee has done in just one year of existence.  And finally, one of our products, TheWorxHub, took home the Vision Award in the Smart Buildings/IoT/Software category.</p>								
17	What percentage of your sales are to the governmental sector in the past three years	<p>Dude Solutions maintains approximately 1,500 government clients. Government sales have made up the following percentages of our annual revenue:</p> <table border="1" data-bbox="638 1129 941 1224"> <thead> <tr> <th>Year</th> <th>Percentage of Revenue</th> </tr> </thead> <tbody> <tr> <td>2018</td> <td>19%</td> </tr> <tr> <td>2019</td> <td>21%</td> </tr> <tr> <td>2020</td> <td>27%</td> </tr> </tbody> </table>	Year	Percentage of Revenue	2018	19%	2019	21%	2020	27%
Year	Percentage of Revenue									
2018	19%									
2019	21%									
2020	27%									
18	What percentage of your sales are to the education sector in the past three years	<p>Dude Solutions maintains approximately 5,800 education clients. Education sales have made up the following percentages of our annual revenue:</p> <table border="1" data-bbox="638 1297 941 1392"> <thead> <tr> <th>Year</th> <th>Percentage of Revenue</th> </tr> </thead> <tbody> <tr> <td>2018</td> <td>59%</td> </tr> <tr> <td>2019</td> <td>57%</td> </tr> <tr> <td>2020</td> <td>53%</td> </tr> </tbody> </table>	Year	Percentage of Revenue	2018	59%	2019	57%	2020	53%
Year	Percentage of Revenue									
2018	59%									
2019	57%									
2020	53%									
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Dude Solutions participates in AEPA, Omnia and Mohave cooperative purchasing agreements.</p> <p>We are happy to provide more information about the sales volumes of these contracts with the completion of an NDA.</p>								
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	None								

**Table 4: References/Testimonials**

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

Entity Name *	Contact Name *	Phone Number *	
City of London, Ontario, Canada	Khaled Shahata	(519) 661-2500 x7011	*
Western Washington University	Scott Dorough	(360) 650-2412	*
City of Mount Vernon, Washington	Chris Phillips	(360) 336-6214	*
Elk Grove Unified School District	Chris Bohrer	(916) 686-7745	
Teton County, Wyoming	Paul Cote	(307) 699-3496	

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

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Stockton Unified School District	Education	California - CA	Project Services - Facility Conditions Assessment & PM Schedule Creation	Dude Solutions does not disclose the size of transactions for individual clients.	Dude Solutions does not disclose the size of transactions for individual clients.	*
Austin ISD	Education	Texas - TX	Project Services - Facility Condition Assessment	Dude Solutions does not disclose the size of transactions for individual clients.	Dude Solutions does not disclose the size of transactions for individual clients.	*
Delaware Office of Management and Budget - Division of Facilities Management	Government	Delaware - DE	Project Services - Facility Conditions Assessment & PM Schedule Creation	Dude Solutions does not disclose the size of transactions for individual clients.	Dude Solutions does not disclose the size of transactions for individual clients.	*
Baltimore City Public Schools	Education	Maryland - MD	Project Services - Facility Conditions Assessment & PM Schedule Creation	Dude Solutions does not disclose the size of transactions for individual clients.	Dude Solutions does not disclose the size of transactions for individual clients.	*
Palm Springs Unified School District	Education	California - CA	Project Services - Facility Conditions Assessment & PM Schedule Creation	Dude Solutions does not disclose the size of transactions for individual clients.	Dude Solutions does not disclose the size of transactions for individual clients.	*

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

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

Line Item	Question	Response *	
23	Sales force.	The estimated number of employees in the major sales-related departments follows. Please note that not all employees are represented in this list.  Total Employees 520 Sales 145 Marketing 18	*
24	Dealer network or other distribution methods.	At this time, Dude Solutions offers cloud-based software that does not require a dealer or distribution network; these functions are performed internally.	*

25	Service force.	<p>Total Employees 520                  Client Services 135                  Development 69                  Product Management 40                  IT 6                  Accounting/Hr/Legal/Biz Ops/Other Support 57</p>
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>For almost two decades, Dude Solutions has strived to be a leader in both Software-as-a-Service enterprise operations management systems and in client satisfaction. We work hand in hand with our clients every day to help them achieve their goals and create the best work of their lives. Our commitment is shown by the numbers:</p> <p>12,000+ daily users                  93% retention rate                  97.5% customer satisfaction rating                  Net Promoter Score of 54 – ahead of all competitors and iconic companies such as Target, IBM and more                  Customer Support</p> <p>From the moment you start as a client, you'll have a dedicated representative there to help you every step of the way. And, that support doesn't stop when implementation is complete. As a Dude client, you will receive unlimited training and technical support for the duration of your subscription term.</p> <p>Your primary support will come directly from our headquarters in Cary, North Carolina. Our policies require that our toll-free technical support hotline be answered before the third ring. You'll always reach a live representative when you call, and we answer 98% of all email questions within one hour. We also aim to resolve our clients' issues within two hours. And, there are never any additional charges or support contracts involved. Whether you have technical questions, need advice, need to get a new hire trained, or need to quickly run a report before your upcoming board meeting, help is only a call, e-mail or chat away.</p> <p>Lifetime support for all active product subscriptions includes:</p> <p>Toll-free telephone support by dialing (877) 655-3833, Monday to Friday 8:00 AM – 6 PM ET                  Friendly representatives will answer the phone within 3 rings and direct you to a knowledgeable team member who can help                  Send us an email – we answer 98% of our support emails within 1 hour                  Reach us instantly through our software with live chat during business hours                  Best practices webinars and podcasts which share new trends, popular reports, and tips                  Training review webcasts are a great resource for clients who need a refresher after their initial training, or for new employees that could benefit from a training session</p> <p>DSI shall use commercially reasonable efforts to make the Service available 99.9% for each full calendar month during the Term, determined on a twenty-four(24) hours a day, seven (7) days a week basis (the "Service Standard"). Service availability for access and use by Subscriber(s) excludes unavailability when due to: (a) any access to or use of the Service by Subscriber or any Account User that does not strictly comply with the terms of the Agreement or the Documentation; (b) any failure of performance caused in whole or in part by Subscriber's delay in performing, or failure to perform, any of its obligations under the Agreement; (c) Subscriber's or its Account User's Internet connectivity; (d) any Force Majeure Event; (e) any failure, interruption, outage, or other problem with Internet service or Non-DSI Service; (f) Scheduled Downtime; or (g) any disabling, suspension, or termination of the Service by DSI pursuant to the terms of the Agreement. "Scheduled Downtime" means, with respect to any applicable Service, the total amount of time (measured in minutes) during an applicable calendar month when such Service is unavailable for the majority of Subscribers' Account Users due to planned Service maintenance. To the extent reasonably practicable, DSI shall give at least eight (8) hours prior electronic notice of Service maintenance events and schedule outside the business hours of 6:00 AM - 10:00 PM EST.</p> <p>DSI shall use reasonable efforts to ensure the availability of the API in accordance with the service levels described in Section 3.3(a). Notwithstanding the foregoing, DSI does not guarantee any required uptime, performance, or integrity of any product, application or service that integrates with and/or otherwise utilizes the API (including, without limitation, any such product, application or service developed by Subscriber). Moreover, DSI shall not be liable to Subscriber or any Third Party for the unavailability of the API or the failure of the API to perform in accordance with its specifications. Subscriber shall not represent to any Third Party any availability or performance levels with respect to the API.</p> <p>Dude Solutions is transparent regarding our systems availability. We publicly post our availability site (<a href="http://status.dudesolutions.com/">http://status.dudesolutions.com/</a>) to provide customers with access to our historical availability metrics and real-time status.</p>

27	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>Dude Solutions is willing and able to provide products and services to all Sourcewell participating entities in the United States.</p> <p>Our team completes implementation for more than 500 clients and 2,000 products annually. Our 500-person global team supports more than 12,000 clients. Our capacity to quickly respond to Sourcewell members' needs is more than adequate, thanks to our Agile approach to development and implementation.</p> <p>For more than 20 years, we have demonstrated a proven track record of building, migrating, and managing a wide variety of enterprise COTS software solutions in the cloud. Our strengths as a partner revolve around our core expertise with product- and user-centric software development. Dude Solutions bolsters this focus with best practices in modern software development lifecycle, including ongoing commitment to Agile methodologies and beautiful UX design.</p>	*
28	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Dude Solutions maintains an office in Toronto, Ontario and provides services to more than 500 Canadian clients. Data storage for Dude Solutions products is hosted in the United States and complies with applicable security laws for government agencies in Canada and abroad.</p> <p>Dude Solutions provides software to clients in the United States and nine other countries around the world. We are fully capable of executing contracts and providing services for Canadian entities within both government and education sectors.</p>	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Dude Solutions does not have geographic limitations that would prevent us from serving any area of the United States or Canada that is adequately provisioned with internet service to deploy our software.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Dude Solutions will participate in all entity sectors, including government, education and not-for-profit.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None. Dude Solutions offers virtual product implementation that would allow us to deploy our SaaS systems in any location with internet access.	*

**Table 7: Marketing Plan**

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>When a DudeSolutions account executive identifies a client or prospect that is considering a solution and also mentions they are planning to use an RFP process, the employee will introduce Sourcewell as an option that would be of benefit to the client and/or prospect. This happens in highly customized, one-to-one conversation between the prospect/client and the DudeSolutions employee. Because most of our clients and prospects are already Sourcewell members, we primarily need to remind them of the benefit that Sourcewell provides at the right point in their buying process.</p> <p>Dude Solutions intends to provide a website section dedicated to our valued cooperative purchasing partners, along with co-branding that will clearly identify Sourcewell as a procurement mechanism. Further, our marketing team is providing opportunities for Sourcewell to directly reach potential clients through event sponsorship and access at Dude University. Collateral provided at Dude U, our annual user conference, will route prospects toward Sourcewell as a purchasing platform.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Dude Solutions uses a business intelligence tool called Qlik to power our marketing insights across channels and programs to best understand what is working most effectively in our strategy, programs, and mix. Qlik pulls data from SalesForce, Marketo and Google Analytics consolidates and allows a wide range of analytics across the prospect and client journey. This information allows us to make smart adjustments in our programs and approach.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Dude Solutions would expect that Sourcewell will continue to represent our product lines, aligned to support the Public Sector and Education Administration Software Solutions with Related Services contract, as well as update their website with our marketing collateral, sponsor Dude University 2021 and potentially help us drive acquisition to events that we host, reaching thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada who are potential clients.</p> <p>Dude Solutions will continue to educate our national education and government vertical sales teams on the awarded contract (supporting contract documents, 60K member base, etc.) and continued education and value proposition using their contract offers to our entire public sector client base. We will be creating a landing page on our website to represent our partnerships, to include contracts awarded, and Sourcewell will have a microsite dedicated to the contract (and all supporting documents and a link back to your landing page). We will also plan to support/sponsor your annual event, H20, in 2021.</p>
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Dude Solutions does not currently offer our products and services through an eCommerce and/or online purchasing platform.

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
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<p>36</p>	<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>Dude Solutions has a set methodology which is being used in thousands of organizations. We have developed a system that is easy to use and cost-effective. Topics we will cover could include setup of the system, training of all personnel, data conversion, and a step by step strategy for the transition from the current system to the proposed solution.</p> <p>Training is standard and included in the annual cost of our software, with the exception of our Professional Service Packages. These packages offer more in-depth training and custom classroom topics that may fall outside the scope of a traditional learning path. Training is tailored to each customer based on their system configuration. Standard training is also unlimited for our valued clients.</p> <p>Our internal client support and implementation team members provide training. We do not outsource this service.</p> <p>Dude Solutions utilizes a web-conferencing application allowing us to share desktops and view the same information between parties. Because all of Dude Solutions' modules/applications are totally on-demand, we are able to view the same information the client sees simultaneously. Dude Solutions has several approaches to training that ultimately are determined by the client.</p> <p>Dude Solutions provides virtual classroom training sessions as well as individual sessions. Clients can utilize a "train the trainer" approach. This includes training both during implementation as well as any ongoing training after your product goes live. We have the following primary mediums for delivering training:</p> <p><b>Virtual Classroom Training</b> This method is conducted via internet and teleconferencing mediums. This allows you to go at your own pace through the implementation journey. Training curriculum and schedules are kept up to date on our help site. You will also benefit from building your industry network and hearing best practices from other clients in these one to many training sessions. Virtual training is an unlimited resource for all clients.</p> <p><b>Online Help Content</b> Available around the clock, our help site includes guides and videos to assist clients with their Dude applications. It is also a great place to check for regular product enhancements and updates based on client input.</p> <p><b>Virtual Consultation Packages</b> If purchased, Dude Solutions will provide remote consultation for your organization to help you with everything from data cleanup and migration from legacy solutions, deep dive assessment of current workflow and configuration to end-user training and go-live support.</p>
<p>37</p>	<p>Describe any technological advances that your proposed products or services offer.</p>	<p>Dude Solutions is a leading provider of software-as-a-service (SaaS) solutions. Our software suite is 100% cloud-based and includes products for:</p> <p>Community Development Work &amp; Asset Management Energy Management Technology Management Event Management Capital Forecasting Safety Management</p> <p>In addition to these products, Dude Solutions also offers these professional services (availability depends upon products purchased):</p> <p>Onsite training programs Facility condition assessments Dude University, our annual user conference Professional data services, including data collection and import Integration support Asset Essentials</p> <p>There's one big problem with relying on paper and desktop programs: They're not reliable. Without the insurance of cloud-based software, our potential clients are playing a risky game of "here today, gone tomorrow." Paper and desktop programs are time-consuming and often disorganized.</p> <p>Dude Solutions offers modern, cloud-based software that helps our clients make measurable progress toward maintenance, asset management and work order processing goals. No more confusion thanks to better communication. No more backlog thanks to preventive and predictive planning. No more work falling through the cracks or going undocumented thanks to software accessibility in the office and in the field. Asset Essentials offers cloud-based software that can be easily accessed in the office and on mobile devices, no matter where your team needs access. Asset Essentials allows users to use a single, intuitive dashboard and leave their headaches behind.</p> <p>Capital Forecasting and Predictor</p>



Dude Solutions offers two capital planning systems for our valued public-sector clients: Capital Forecasting and Predictor. Both are integrated with our flagship platform, Asset Essentials, offering robust reporting and predictive tools for our clients' future growth.

Everything in our clients' buildings will need to be repaired and, eventually, replaced; but no entity has an unlimited budget. With Dude Solutions' software, clients gain certainty about their valuable assets, along with the ability to predict and prioritize maintenance based on real-time data.

Clients level the spikes in their budgets, prevent financial surprises and justify requests for resources, all from a central solution. Use your insights to create more visibility into the work that matters and steer your team toward the work that will make the most impact. Our user-friendly interface helps clients create the most precise projections for today, tomorrow and decades in the future.

For clients that need even more robust capital forecasting capabilities, the Predictor Platform brings unparalleled power in life-cycle modelling, enabling teams to tell the story of their asset future to stakeholders more efficiently than ever before. Predictor optimises service-level outcomes and captures capital expenditure with industry-specific algorithms that accurately predict the future behavior of assets. Clients are empowered with the data-driven evidence to make better decisions about their assets.

#### Energy Manager

Educational institutions, governments and not-for-profits often find that utilities drain resources. Utility costs are often the most overlooked as a source of cost savings. Enter Dude Solutions' Energy Manager, a new way to approach energy consumption, clarity and control.

Gather detailed information on current utility spend to identify possible billing errors, centralize billing and meter readers, and more. With enhanced visibility, clients can uncover areas for improvement and gain a deeper understanding of your energy consumption. Create unlimited reports for compliance, show the progress of energy efforts and more all from a user-friendly solution.

#### SmartGov

Many local jurisdictions still rely on paper-based processes and inefficient legacy on-premises systems to manage business needs like permitting, business licensing, inspection, code enforcement, plan review, parcel and fee management. With complex and time-consuming tasks like permitting, the lack of a streamlined system often leads to poor communication, longer processing times, disgruntled citizens and bad public relations.

Dude Solutions SmartGov™ lets clients manage all of their essential processes tied to permitting, licensing, inspections and code enforcement in a single web-based system that is hosted in the Amazon Web Services (AWS) cloud.

SmartGov improves back-office efficiency while increasing citizen engagement, both of which drive business revenue.

#### Event Manager

There's a lot to think about when allowing community groups to use your facilities. Permissions, setup, personnel, billing and more — these are only a few things that fall in our clients' laps. There's also the fear of facility damage and the frustration of scheduling mix-ups.

Proper event management software makes scheduling and coordination simple for both you and event requesters. With the right tools, everyone can win. Using Event Manager™, a centralized, user-friendly calendar system, you can manage usage requests and requirements, track scheduling and account for expenses. Plus, clients can simplify the billing process and start recovering costs.

#### Integrated Suite

Dude Solutions offers an integrated platform between energy, events, assets and capital planning that reduces costs and increase productivity with data-rich reports. This integration capability allows our clients to more strategically manage, maintain and invest in their school and government facilities.

38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Dude Solutions can provide support for sustainability initiatives through a lower-impact implementation protocol. Our systems traditionally use paperless technology to prevent waste. Communication with The Dude throughout your implementation process will be mostly electronic to eliminate the need for paper storage and recycling. Further, maintenance of our software relies almost exclusively upon electronic communication, limiting the organization's need for paper requests.</p> <p>Additionally, employees at The Dude are encouraged to consider the environmental impacts of their travel arrangements for any onsite services.</p> <p>Finally, The Dude offers solutions that are, at their core, designed to improve the social and economic vitality of your community by maximizing the value of each taxpayer's contribution. The very nature of our services—energy management and reporting—delivers the sustainable effects that an organization deserves for furthering its own sustainability initiatives.</p>
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>As a SaaS product, Dude Solutions' systems are not rated for eco-friendliness or green/sustainability factors. However, we have pursued internal efforts to become a "greener" company.</p> <p>Dude Solutions' guiding principles lead our clients toward more sustainable approaches in their everyday operations. In general, our software-as-a-service systems allow clients to "go paperless" with more frequency, reducing the environmental impact of facilities and energy management. Our solutions are designed with efficiency and sustainability in mind, and we carry those principles into our own everyday work.</p> <p>Internally, Dude Solutions employees are encouraged to pursue sustainability efforts through our Green Dude initiative. This internal team of sustainability-oriented employees strive to bring awareness of our impact on the environment and inspire positive change through education. The Green Dude team is guided by these principles:</p> <ul style="list-style-type: none"> <li>Educate Dude Nation on sustainability best practices.</li> <li>Partner with local organizations to provide volunteer opportunities.</li> <li>Introduce Dude employees to energy saving options, both at work and at home.</li> <li>Strive to minimize waste both within our group and Dude Nation</li> </ul> <p>In the past year, the Green Dude has hosted an Arbor Dude Fair, which brought educators and vendors from throughout the region to our Cary, North Carolina, headquarters. We partnered with organizations such as CompostNow, The Produce Box and Trees for the Triangle to promote education and volunteerism locally.</p> <p>In addition, Dude Solutions facilities are equipped with sustainable equipment such as movement-sensitive light sensors, which prevent energy waste in unoccupied buildings. Individual employees are encouraged to responsibly consume energy by turning off and unplugging their equipment at the day's end.</p>
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>The principal beneficial owner of Dude Solutions, Inc. is Clearlake Capital Group, L.P. which is certified as an MBE as evidenced by the attached certificate.</p>
41	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>There are a million critical moving pieces inside your organization that need to work at their best to keep our clients' operations running smoothly.</p> <p>Their reality is a patchwork of tools, tech and talent that's tricky to manage. And our clients' role has evolved, too. As they are overseeing the day-to-day, they're also being asked to see into the future.</p> <p>Dude Solutions is software for smarter operations. With over 12,000 happy clients and 20 years of experience, we serve as our clients' trusted partner. Offering a connected suite of solutions to give our clients visibility into every aspect of your operations. We provide predictive insights to help users anticipate what actions to take next.</p> <p>With industry-focused expertise, legendary support and a proven track record of success, we meet our clients where they are today to prepare them for tomorrow.</p> <p>Dude Solutions accomplishes this through a commitment to being a trusted partner, offering a connected suite of software products and creating the predictive insights decision-makers need.</p> <p>Deep, industry-focused expertise — and a proven track record of success</p> <p>We know our clients' world inside and out. From the energy that powers your spaces to the equipment, tools and assets crucial to helping your organization do its best work. We've spent the last 20 years helping over 12,000 clients transform their operations.</p>

		<p>End users benefit because we work closely with front-line staff, from implementation to impact. We guide these teams to quick wins to help them gain control of their operations from day one. The Dude is always beside our clients! We offer legendary support, an ever-growing knowledge base, the annual Dude University conference, ongoing training and a dedicated team committed to your success. Clients are never alone in their day-to-day work or in their mission to improve operations.</p> <p>Dude Solutions understand the nuances of the changing operations landscape. And because we've been down this path with clients 12,000 times before, we know what it takes to succeed. We work with our clients to identify and implement the right solutions to help them reach their goals. Then we help clients benchmark, measure and share the results, all while ensuring every member of the operations team feels confident and empowered to harness the power of our solutions.</p> <p>Integrated solutions to give you visibility into every aspect of your operations</p> <p>When every aspect of our clients' operations talks to each other, they gain powerful insights that shape the way they work. We know the journey to a fully integrated ecosystem doesn't happen overnight. So, we meet clients wherever they are to create a strategy and chart a course to connectedness.</p> <p>Front-line users receive a single, intuitive view into every aspect of their operations — from the assets they manage to the energy their facilities consume. This helps them identify opportunities for improvement, spot issues before they become headaches and understand what actions to take next to make your operations more efficient.</p> <p>The Dude system also helps decision-makers identify trends, create forecasts and plan for the future by bringing together important information from across an organization. This improves collaboration among their teams. Clients can leverage data to make more informed decisions about where to shift focus or allocate budget. We empower clients with a unified view into the state of their world, so they can confidently make the case for more resources.</p> <p>Intelligence that transforms work and shows a clear path to the next action</p> <p>We make sense of the information already inside an organization — and benchmark it against other, similar organizations — to help clients plan what to do next. Users can anticipate and act on issues before they arise, with insight into the actions that drive the best outcomes.</p> <p>We help front-line users spend more time doing the work they want to do and less time putting out daily fires. Dude Solutions' systems bring together hundreds of data points from across an organization into an intuitive, actionable dashboard. We help clients identify opportunities for improvement across every department, including tech, electrical, plumbing, facilities, utilities, events. Users are empowered with insights and reports to mitigate risks, anticipate costs and effectively manage workload.</p> <p>Dude Solutions also uses our deep knowledge of the government and education sectors, along with the data we've collected over 20 years, to create powerful predictive models. This allows clients to reduce costs and downtime and avoid unplanned asset, resource or monetary expenses. Our systems help clients more accurately forecast their capital needs for tomorrow — and the day after. Our SaaS offerings are powered by a data platform that never stops learning and improving.</p>
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**Table 9: Warranty**

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

Line Item	Question	Response *
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42	Do your warranties cover all products, parts, and labor?	<p>DSI's subscription agreement includes the following warranty:</p> <p>(a) DSI represents and warrants that during the applicable Subscription Term that the Service will perform materially in accordance with the applicable Documentation. For any breach of this warranty in Section 7.2(a), Subscriber's exclusive remedy and DSI's entire liability shall be as described in Section 6.3 (Termination for Convenience).</p> <p>(b) DSI represents and warrants that all such Professional Services shall be performed in a professional and workmanlike manner in accordance with generally accepted industry standards. For any breach of this warranty in Section 7.2(b), Subscriber's exclusive remedy and DSI's entire liability shall be the re-performance of the applicable Professional Services.</p> <p>(c) EXCEPT AS EXPRESSLY STATED HEREIN, THE PARTIES MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICES OR ANY CONTENT. PARTIES DISCLAIM ALL REPRESENTATIONS OR WARRANTIES THAT: (I) THE USE OF THE SERVICES OR API SHALL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA; (II) THE SERVICES OR API SHALL MEET SUBSCRIBER'S REQUIREMENTS OR EXPECTATIONS; (III) ANY STORED DATA SHALL BE ACCURATE OR RELIABLE; (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY SUBSCRIBER THROUGH THE SERVICES SHALL MEET SUBSCRIBER'S REQUIREMENTS OR EXPECTATIONS; (V) ERRORS OR DEFECTS SHALL BE CORRECTED; (VI) THE SERVICES OR THE SERVER(S) THAT MAKE THE SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICES AND ALL CONTENT IS PROVIDED TO SUBSCRIBER STRICTLY ON AN "AS-IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY THE PARTIES.</p>
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	This is not applicable for software-as-a-service.
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	This is not applicable for software-as-a-service.
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	This is not applicable for software-as-a-service.
47	What are your proposed exchange and return programs and policies?	<p>DSI's subscription agreement allows for Termination for Convenience in the Initial Term of the software subscription as follows:</p> <p>Subscriber may terminate this Agreement (including its Service subscription and Account) at any time for convenience by providing DSI forty-five (45) days' prior written notice to the following email address: <a href="mailto:notice@dudesolutions.com">notice@dudesolutions.com</a>. Upon termination by Subscriber pursuant to this Section 6.3, Subscriber may request in writing and be granted a refund. If DSI receives Subscriber's written notice of termination during the Initial Term, DSI shall refund to Subscriber any prepaid Subscription Fees of the Initial Term Subscription determined based upon the number of full months remaining in the Initial Term (based upon the effective date of termination. For avoidance of doubt, no refund shall be granted during a Renewal Term or with respect to Professional Services rendered.</p>

48	Describe any service contract options for the items included in your proposal.	<p>The standard implementation line items and ongoing support, with the exception of any additional Onsite Consulting Packages, are included in clients' annual subscription at no additional cost. Dude Solutions does not limit access to support resources or offer tiered support options.</p> <p>As SaaS customers, clients will receive the following support as a standard service. Any optional services will be covered in individual clients' proposals.</p> <p>Lifetime support for all active product subscriptions includes:</p> <p>Toll-free telephone support by dialing (877) 655-3833, Monday to Friday 8:00 AM – 6 PM ET          Friendly representatives who will answer the phone within 3 rings and direct you to a knowledgeable team member who can help          Email support – we answer 98% of our support emails within 1 hour          Instant help through our software with live chat during business hours</p>	*
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**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	<p>Subscriber shall, on or before the commencement of the Initial Term of a Service subscription, pay to DSI the Annual Fee for such Service subscription. Thereafter, DSI shall invoice Subscriber for each applicable Annual Fee at least sixty (60) days prior to the commencement of the applicable Renewal Term. Subject to the terms of the Order Form and DSI's commercial subscription agreement, Subscriber agrees to pay all Annual Fees no later than thirty (30) days after the receipt of DSI's applicable invoice. Subscriber is responsible for providing complete and accurate billing and contact information to DSI and notifying DSI of any changes to such information.</p> <p>Payment for professional services is upon completion of services or milestones, if applicable.</p> <p>We do not offer a discount for prompt payments.</p>	*
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	This is not applicable to SaaS.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Dude Solutions will present the client with an Order Form outlining the services to be provided thereunder, including any addenda and supplements. Upon the participating entity's electronic or written acceptance of the Order Form or issuance of a PO referencing such Order Form, the participating entity agrees to be bound by the terms of the Order Form. Dude Solutions will issue an invoice to the client with net 30 payment terms. Since all deals flow through CRM, we are able to easily report on all sales to a specific client or partner.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We do accept P-cards as a form of payment at no additional cost to our clients.	*

**Table 11: Pricing and Delivery**

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

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Dude Solutions offers software-as-a-service as annual subscriptions and services which support the set up and use of the software. Dude Solutions will make a catalog of its software offerings and services available to Sourcwell, and the following discounts shall apply to the catalog list price:</p> <p>Software subscription discount: 21%</p> <p>Activation/Set up Fee Discount: 6%</p> <p>Vendor Services: 3%</p> <p>DSI Service: 5%</p> <p>Dude Solutions, Inc. periodically reviews and updates catalog price books in response to the market. Such updates may include price adjustments and the addition of new product and/or service offerings. Proposals generated after a new price book is filed will use the new price book. Any outstanding proposals issued may be honored for a reasonable period of time to accommodate a participating entity's internal procurement processes. Dude Solutions maintains the right to increase subscription fees and other applicable fees and charges in connection with each renewal term, but such renewal fees shall not exceed the pricing on file with Sourcwell at the time of a participating entity's subscription renewal.</p>
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>Dude Solutions will offer the following discounts off of its catalog list price:</p> <p>Software subscription discount: 21%</p> <p>Activation/Set up Fee Discount: 6%</p> <p>Vendor Services: 3%</p> <p>DSI Service: 5%</p>
55	Describe any quantity or volume discounts or rebate programs that you offer.	Not applicable
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	This does not apply to DSI's business model at this time.
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	This does not apply to DSI's business model at this time.
58	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	This is not applicable for software-as-a-service.
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	This is not applicable for software-as-a-service.
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	This is not applicable for software-as-a-service.

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Dude Solutions holds itself accountable to high internal standards. Dude Solutions utilizes a quote-to-cash process within its CRM system to manage all order transactions. The discount schedule is entered into the CRM system, making it easy for sales reps to include Sourcewell and applicable pricing on client quotes. Sales reps select Sourcewell as the purchasing partner and discounts are automatically applied to the products and services included in the quote presented to the participating entity. When an order is closed, DSI's Order Operations team confirms contract pricing. when processing the order. An agreement is created for each order reflecting the applicable purchasing partner used by the client and this agreement flows to DSI's billing team for an invoice to be issued. Payments are recorded against this agreement, allowing DSI to efficiently report on transactions each quarter.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	DSI proposes an administrative fee of 2% Vendor's sales under the Contract. This fee will be reported and issued for paid transactions received each calendar quarter.

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

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Asset Essentials Asset Essentials is a cloud-based maintenance platform developed for education maintenance operations management, whether your maintenance needs are daily, monthly or annually. With our software, users can initiate, assign and track the progress of maintenance work orders; manage assets and equipment; develop advanced workflows with preventive maintenance (PM) scheduling; utilize Internet of Things (IoT) technology for predictive maintenance (PdM); create steps for audit and inspections; upload and categorize safety program documentation; manage work order parts; and assist with purchasing/requisition management. In addition, Asset Essentials has functionality for document management, reporting and mobile capabilities.</p> <p>Workflow Management</p> <ul style="list-style-type: none"> <li>• Work order request management</li> <li>• Automatic request routing</li> <li>• Location/asset-based work orders</li> <li>• PM and PdM calendar scheduling</li> <li>• Custom fields for organization-specific work order information</li> <li>• Job planner/calendar view for technicians</li> <li>• Work order prioritization</li> </ul> <p>Work Tracking &amp; Monitoring</p> <ul style="list-style-type: none"> <li>• Ability to bulk update work orders</li> <li>• Automated email notifications for work assignment based on asset, work type, location and more</li> <li>• Automatic work order scheduling based on PdM</li> <li>• Audit trail and log tracking</li> <li>• High-level project tracking</li> </ul> <p>Equipment/Asset Management</p> <ul style="list-style-type: none"> <li>• Cost tracking and repair history for total cost of ownership (TCO) decision-making</li> <li>• Calendar/meter reading tied to PM/PdM scheduling</li> </ul>

- Supplier/vendor tracking at asset level

#### Mapping

- Base map of your institution's geographic area
- View and manage your work orders on a map view
- Create work orders and visually pin them to their appropriate location
- Switch between street and satellite views
- Filter work orders by priority, status, work category and more

#### GIS Asset Management

- Holistic view so you can effectively manage work and assets inside and outside the building
- Manage your work orders, GIS assets and maintenance activity in one place
- Leverage ESRI ArcGIS integration to manage and maintain GIS assets
- View your upcoming workload spatially to measure and plan routes
- Prioritize work using insights from your GIS data
- Connect work orders to your GIS assets
- Update work in real time on iOS and Android devices (see mobile app and version requirements)

#### Audits & Inspections

- Create steps for audit and inspection completion
- Access easy-to-use Audit & Inspections feature in mobile app
- Attach notes and photos to audit and inspection steps

#### Safety Programs

- Upload and categorize safety program documentation
- Assign team member to audit documentation to ensure it's current and compliant
- Attach documentation to work orders and preventive maintenance
- Collect e-signatures to prove acknowledgment when safety documentation has been viewed

#### Work Order Parts & PO Management

- Work order parts inventory, including physical count
- Just in time (JIT) inventory
- Purchasing/requisition management

#### Reporting & Analysis

- Predefined dashboard with KPIs, reports and charts
- Budget tracking based on historic data and projections
- Print/export to Excel, create PDF for reporting
- Data analyzer tool

#### Mobile App

- Supported on iOS and Android devices (see version requirements)
- Download free from Apple App Store or Google Play
- Bar code and QR code capabilities for more efficient work order, asset and parts management

#### Document Management

- Attach documents to assets and work orders
- Supported formats include PDF, Microsoft Word, Excel, plain text

#### Asset Essentials Inventory

Asset Essentials Inventory is an inventory management solution that allows you to track your inventory & supplies through streamlined processes for part transactions, work order parts management, purchase ordering and cost analysis.

- Detailed Part information
- Barcoding
- Transactional Part History
- Inventory Location Management
- Work Order Parts Management (Reactive and Preventive)
- Purchase Order workflows
- Physical Counts
- Reporting
- Notifications: when a part reaches reorder point or minimum quantity

#### AE – Connector Toolkit

The Connector Tool is an on-premises tool installed on your in-house device that assists in batch imports and exports of CSV files. A Client Services Center consultant will help guide you through the installation and startup process plus a sample file demonstration. All you need to take this training course is an Internet connection.

Asset Essentials – Safety



#### Safety Programs

- Upload and categorize safety program documentation
- Assign team member to audit documentation to ensure it's current and compliant
- Attach documentation to work orders and preventive maintenance
- Collect e-signatures to prove acknowledgment when safety documentation has been viewed

#### MaintenanceEssentialsPro

MaintenanceEssentials Pro™ is the leading cloud-based facilities management solution for education operations that simplifies the work order and preventive maintenance process, helping you streamline work order request generation, completion status tracking and reporting. MaintenanceEssentials Pro allows you to create, assign and manage recurring maintenance tasks more efficiently and be a better steward of your institution. In addition, MaintenanceEssentials Pro has functionality for mobile capabilities.

#### Corrective Maintenance

- Submit work order requests from anywhere
- Automatic request routing
- Work order ranking and prioritization by project, location and budget
- Include budget codes, projects, equipment, labor and purchases with work orders
- Attach files to work orders for quick reference

#### Preventive Maintenance

- Recurring maintenance and PM tasks
- Cost reduction by 2 to 10 cents a square foot
- Reduce emergency work orders by 60%
- Interactive calendar for resource scheduling
- Equipment tracking

#### Mobile Applications

- Easy access to work orders
- Accurately track time-on-task
- Attach files to work orders from your mobile device

#### Operations Dashboard

- Business Intelligence (BI) reporting directly from Dude Platform
- Benchmark your progress
- Compare your performance to others in your region
- KPIs automatically generate into an executive PowerPoint format

#### Inventory Direct

Inventory Direct is a cloud-based inventory management solution that tracks all inventory transactions. Streamline the process of requesting, ordering, and tracking supplies and tools and allocating supplies to upcoming work requests.

#### Productivity

- Manages inventory items by various category types
- Allows inventory to be issued to a location, project, person, or work order
- Enables users to batch approve and issue inventory items to a specific request
- Includes catalog for easy viewing and selecting inventory items to purchase
- Integrates with MaintenanceEssentialsPro to track inventory items required for preventive maintenance tasks

#### Communication

- Features online requests for inventory and supplies
- Automatically emails requesters their request receipts
- Sends email notifications on what was approved, denied, or on back order
- Complete transactions of issue, receipt, and other tasks with any handheld device

#### Budget

- Tracks all material transactions such as receipts, returns, and adjustments
- Assigns stock pools to see what is low and replenish as needed
- Adjusts cycle counts and tracks why changes occur in re-inventories

#### Reporting & Documentation

- Displays list of items that need to be reordered, including supplier and suggested reorder quantity
- Tracks detailed information such as unit of issue, contract status, and tag number
- Generates detailed reports and graphs

#### Connect Authenticate

Connect Authenticate is an Active Directory Federation Services Single Sign-On (ADFS SSO) solution that allows users to securely access Dude Solutions applications by using the same secure credentials they use to connect to their organization's network. Users connect to their organization's network, and the network

then authorizes them to use the Dude Solutions products with the use of Security Tokens. When a user accesses a Dude Solutions product, they will be redirected to another site that you determine and will provide their designated network metadata to log in, eliminating the need for a Dude Solutions-specific password.

Key features:

- Network Connection
- Configuration Portal
- User Authentication Process
- User Management
- Authorization
- Documentation

Critical Alarm Automation

Critical Alarm Automation is a building automation alarm solution that integrates with MaintenanceEssentialsPro. Automatically filter 'nuisance' alarms, generate work orders within MaintenanceEssentialsPro, and escalate critical alarms to appropriate personnel.

Productivity

- Provides intelligent filtering, reducing erroneous alarms
- Includes template to auto-fill work orders with information such as building, craft, trade, and specific equipment
- Automates work order generation in MaintenanceEssentialsPro, reducing data entry
- Colors critical alarm work orders green to help with searching and reviews
- Verifies response to alarm notifications

Communication

- Escalates critical alarms to next person in line, if not reviewed within specific timeframe
- Utilizes ASHRAE BACnet or Tridium NiagaraAX platform standards and/or standard email
- Integrates with MaintenanceEssentialsPro for efficient data exchange

Reporting & Documentation

- Tracks and documents all critical alarms within the system
- Generates customizable, detailed graphs and reports illustrating alarm history

Capital Predictor

Capital Predictor is a cloud-based budget projection solution developed to create an accurate list of future maintenance needs. Users can accurately allocate resources for future work orders decades in advance by inputting information on existing asset lifecycles, facility condition assessments (FCAs) and work order history. This data is used to generate reports for key stakeholders to prove the value of work and the need for funding.

Prediction Modeling: Apply service-based life cycle degradation paths and proven proprietary algorithms at component, specific asset, asset type or asset class level, enabling accurate forecasting of the health of your entire network; monitor the effects of maintenance and treatments applied.

Live Data & Reporting: Improve efficiency exponentially by sharing accurate, digestible and up-to-date asset management reporting outputs — no training or software installation required.

Visualization Integrations: REST APIs and data connectors integrate seamlessly to GIS, BI and analytics engines to bring your asset management plans to life and engage your audiences. Integrate multiple input sources and create a unified, informed story.

Comparison Reporting: Forecast changes to future condition and service levels of every asset in your portfolio given decreased, fixed or increased funding. Inform capital investment decision-making to maximize asset health with accurate scenario modeling (up to 50 years) across treatment types, intervention points, funding levels required and more.

Energy Manager

Energy Manager is a cloud-based platform that creates unprecedented clarity into your utility bills and identifies areas of cost and consumption savings while improving your facility's conservation programs. With your organization's utility bills centralized, savings opportunities are easily visible by identifying possible billing errors and low performing buildings. In addition, Energy Manager moves beyond traditional utility bill accounting to enable true energy management, including measurement and verification of capital projects, near real-time utility data collection and engagement of building occupants, while seamlessly setting the stage for data-driven discussion on how energy is used in your portfolio and how to use it more efficiently.

- Track and monitor utility bills and compare usage data
- Quickly view high-level trends, cost and usage, view historic utility data and track ENERGY STAR rating with ENERGY STAR Sync via Dashboards
- Configurable views, reports, searches and graphs
- Report on use/cost, carbon emissions, budget data, avoided cost and weather
- Build custom reports based on utility bill information, use and cost rankings, and historical use/cost
- Using IMPVP standards, measure and verify use and cost savings while taking weather and relevant factors into account
- Create custom walkthroughs and steps to perform
- Create and manage Special Event Checklists and/or shutdown procedures
- Create O&M tickets to track energy maintenance issues
- Create Capital Projects to track and measure against actual usage

#### Energy Star Sync

Create an ongoing sync of your data from Energy Manager's database to Energy Star to see how you stack up with similar facilities and for compliance purposes, if needed.

#### Public Billboards

Ability to broadcast select reports and/or KPIs to external stakeholders and/or the community to show progress on ongoing energy efforts and show stewardship of valuable tax dollars. These are designed to be shared on public kiosks, large screens, computer monitors, tablets and more.

#### Utility Bill Population

Dude Solutions team populates your bill data into your Energy Manager database, thus reducing the amount of staff time needed to type or upload bill data and free you up to focus on more strategic items.

#### Utility Bill Population & Management

Dude Solutions team populates your bill data into your Energy Manager database, thus reducing the amount of staff time needed to type or upload bill data and free you up to focus on more strategic items. In addition to the populating your bill data, the Dude Solutions team will investigate any anomalies on the client's behalf to correct errors and prevent future mistakes made by utility providers.

#### Interval Data Recording & Management

Ability to see near-real time data (15-minute intervals of the day prior, or whatever the utility can provide) on your organization's usage. Identify and act upon waste before it appears on next month's bill and affects your budget.

#### EventEssentials Pro

EventEssentials Pro is a cloud-based collaborative event management solution that simplifies the facility scheduling and community use process, providing your educational institution with tools to process online payments and data to benchmark progress, plus the best practices coaching necessary to guide your team to success. It includes:

- o Facility Scheduling
- o Recoup approximately \$18 per student by implementing a cost recovery program and improving coordination of support resources
- o Automate the scheduling process and eliminate scheduling conflicts, ultimately saving your staff's time and maximizing your building's efficiency
- o Community Use
- o Improve customer service by automating communication and feedback with community members using an online portal for all event requests
- o Recover \$5 per student annually and 10 minutes per event by improving efficiency and communication with external groups
- o Online Payments
- o Save valuable time and money through a new online payment system. Online payments improve collections by 10% and save \$2 per student per event.

#### TripDirect

Dude Solutions Trip Planning is a cloud-based trip planning and management solution that streamlines the educational trip workflow process. The solution is accessible via connection to the internet (see Technical Requirements). Each user will be given access via Dude Solutions Single Sign-On (SSO) credentials. From the central dashboard, users can manage requests, track trip-related costs for budget support, automate notifications for departments and provide reporting assistance.

#### Trip Management

- o End-user trip request submission with status updates
- o Automated routing for trip requests to approval managers
- o Print trip consent forms
- o Manage driver and vehicle scheduling
- o (Optional) score drivers by hours, overtime and tenure

#### Budget Support

- o Support budgeting data
- o Track trip-related costs, including:
  - Driver wages
  - Mileage
  - Purchase

#### Event Manager

Event Manager is a cloud-based platform that helps you schedule, organize and promote all of your organization's events from start to finish in one system. From the time a facility request comes in to when you're running reports on the event afterward, Event Manager is your easy-to-use, centralized system for every task. The solution simplifies the approval process for facility usage requests, streamlines staff workflows to drive efficiencies, eases the promotion of events and facilities to amplify community engagement, and organizes billing to maximize cost recovery, all while compiling data you can use to confidently report on your events and drive future decisions.

#### Scheduling & Publishing

- Master calendar with private and public calendar sites
- Upload specific schedules, such as classes and/or athletic events, to reserve space and display
- Customizable color, fonts and logos to match your branding
- Event filtering by category, location and/or keywords
- Registration and ticketing for paid or free events
- Event promotion via email or social media with built-in designs
- SEO-friendly with Google Analytics integration available
- Social referral features for many of the largest social media channels

#### Event Management

- Check availability based on locations or time
- Include setup and breakdown times
- Customize the workflow for internal event approval process
- Manage tasks in relation to specific events while pulling in the proper service providers
- Online payment using our preferred providers: Stripe, PayPal and more
- Pre-selected options for rooms/sites to be configured upon arrival of rented space
- Create, send and track invoices
- Establish fee packages based on organization type

#### Community Use

- Request portal for community requests to utilize your institution's facilities
- Ability for community to search using keywords
- Custom branding to best highlight your facilities availability for public usage

#### Incident

Incident is a powerful, online technology incident and help desk management tool that streamlines the entire technology workflow process, from incident request to resolution. Features include:

- Manages incidents for computers, audio visual and telecomm equipment
- Enables requesters to submit incidents and check status online
- Features enhanced routing with programmable logic for managing and automating incident approval and assignment
- Helps requesters identify problems at point of request through troubleshooting questionnaires
- Features work queues to group requests by problem type and automatically route and assigning incidents
- Enables easy import of existing inventory of IT assets
- Tracks detailed asset information including assignment, history, configuration, related incidents and default priority
- Includes online IT discussion board for peer problem solving and role-based public knowledge base for requester self-help
- Integrates with EventEssentialsPro (sold separately) to enable requesters to submit technology requests for event setup
- Integrates with MaintenanceEssentialsPro work order management system (sold separately) to provide "one stop shopping" for staff to submit either facility or IT work requests

#### Insight

Dude Solutions' Insight takes out the need for manual entry with agentless, automated discovery and inventory management. Our solution creates a seamless, simple way to keep track of all the assets on your network without the added bulk of individual agents on devices.

The Insight PAD initiates two major back-end processes: Discovery and inventory.

- o Discovery – The process of identifying devices on a network by detecting all of its

live IP addresses using ICMP/PING and Nmap Port Scans  
o Inventory – The classification and cataloging of discovered devices and collecting details on the device itself, such as the serial number, installed software and hardware details for the asset

#### SmartGov

SmartGov is a browser-based software-as-a-service (SaaS) solution that securely manages and streamlines processes at every stage of engagement. With automated, mobile-enabled technology, simplify access and processes for citizens and commerce surrounding new business startups, buildings and construction, community expansion, property valuation and more.

#### Permitting & Planning

- Centralize permit and project data
- Monitor contractor license information
- Automate workflow and approval process
- Define an unlimited number of permit and project types
- Collaborate internally between departments or externally with clients
- Calculate fees automatically, including late NSF penalties
- Attach notes, scanned images and electronic files to a permit or project
- Manage special zoning and conditional requirements
- Assign inspections based on geographical area, violation type or inspector workload
- Integrate with existing GIS systems

#### Business Licensing

- Manage licensing from new applications to renewals and expirations, including timelines, fees and inspections
- Issue business licenses
- Generate notice letters for applicants
- Enable online application submittal and fee payment
- Allow for expirations or blocking of permit and inspection requests
- Enable users to view business license history

#### Electronic Plan Review

- Paperless processing of all plan reviews and reporting
- Enable workflows, task routing, approvals and digital plan review functionality
- Concurrent review by multiple users in real-time
- Track changes and revisions throughout the lifecycle
- Add markups, comments and time-stamps to drawings
- Attach code references to comments and generate code reference/ comment documents
- Store frequently-used comments
- Compare multiple versions of drawings with overlay and side-by-side view

#### Enforcement

- Automate enforcement, from complaint submittal to resolution
- Centrally track and manage unlimited case types, code violation activity and deadlines
- Assign inspections based on geographical area, violation type or inspector workload
- Track investigations, hearings and legal actions
- Automatically calculate violation fines
- Attach notes, scanned images and electronic files to a case
- View case resolution and create a permanent case history
- Integrate with existing GIS system

#### Inspections

- Unify automated workflows, task lists, scheduling and note-taking
- Define inspection types
- Create checklists of actions for each inspection type
- Assign inspection types and checklists to every project, permit, case or license
- Schedule inspections based on geography, type or inspector
- Track every inspection as part of a permanent digital record
- Sort, query and access records easily, from anywhere at any time

#### Mobile

- Full suite of permitting tools in the field via any laptop, tablet or smartphone
- Document updates or code issues and communicate them with co-workers and clients in real time

#### Map Integration

- Enable visualization of any number of GIS layers alongside permits, projects, inspections and code enforcement cases with an ArcGIS integration
- Five Esri GIS layers included: parcel boundaries, sewer or water lines, school districts, floodplain boundaries and zoning districts. Additional GIS layers are optional.
- GIS layers can be displayed in conjunction with the standard base maps included as part of the core feature set

		<ul style="list-style-type: none"> <li>• Display inspection search results and enforcement actions as a point on a map</li> <li>• Navigate existing cases and initiate new cases starting from a map</li> </ul> <p>Public Portal</p> <ul style="list-style-type: none"> <li>• Submit permit applications, including digital documents, digital plans, fee payments and inspection requests</li> <li>• View the status of permits, inspections and violations</li> <li>• Print reports and required forms</li> <li>• Access fee information</li> <li>• View daily and pending inspection schedules, as well as year-to-date metrics</li> <li>• View and respond to digital plan markup and comments                         <ul style="list-style-type: none"> <li>o Review real-time plan check comments and inspection result</li> </ul> </li> </ul> <p>Online Payments</p> <ul style="list-style-type: none"> <li>• Define fee types and rates</li> </ul> <p>Assess fees and invoice for payment</p> <ul style="list-style-type: none"> <li>• Receive partial or full payments and issue partial or full refunds</li> <li>• View transaction history</li> <li>• Integrate with payment processors and Financial Management Systems</li> <li>• Manage security and uptime to allow for payments 24/7</li> </ul>
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Education</p> <p>Work and Asset</p> <p>Energy</p> <p>Events</p> <p>Technology</p> <p>Capital Forecasting</p> <p>Government</p> <p>Work and Asset</p> <p>Energy</p> <p>Technology</p> <p>Capital Forecasting</p> <p>Community Development</p> <p>Events</p>

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

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

Line Item	Category or Type	Offered *	Comments
66	Enterprise resource planning (ERP) solutions	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not offered
67	Human resource information systems (HRIS)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not offered
68	Financial management systems	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not offered
69	Enterprise content management (ECM) solutions	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not offered
70	Student information systems (SIS)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not offered
71	Facility management software (FMS)	<input checked="" type="radio"/> Yes <input type="radio"/> No	CMMS systems, event management, energy management, capital planning
72	Court, corrections, law enforcement, or justice system software solutions	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not offered
73	Municipal services, inspections, and permitting management solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	SmartGov community development software
74	Equipment and accessories related to the offering of systems or solutions described above.	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not offered
75	Services related to the offering of systems or solutions described above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Implementation, facility condition assessments, additional training

**Table 15: Industry Specific Questions**

Line Item	Question	Response *
76	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>Technical success with the contract will be measured in the following domains:</p> <p>Information security and uptime Support responsiveness Implementation speed and quality Information security and uptime</p> <p>Dude Solutions provides 99.9% system availability which is calculated monthly and determined on a 24-hours-a-day, seven-days-a-week basis. The current status and incident history for our services is publicly posted at Dude Solutions status page - <a href="http://status.dudesolutions.com/">http://status.dudesolutions.com/</a>. We consider the contract a success if we are meeting our system availability service level agreement.</p> <p>Support responsiveness</p> <p>Our internal support teams track time-to-respond metrics for all clients throughout the organization to ensure timely account management and responsiveness. Our internal team is committed to answering email questions within one hour and answering all phone calls within three rings.</p> <p>Dude Solutions also tracks customer satisfaction through the Net Promoter Score to identify opportunities for improvement throughout the organization. We characterize a successful contract as a response of a 9 or 10 on the NPS index.</p> <p>Implementation speed and quality</p> <p>Our team will track key milestones throughout the implementation process, allowing us to determine whether the client's contract is being successfully executed. We do this through the use of Basecamp, a project collaboration tool and task list that supports the management and oversight of key project deliverables.</p> <p>Dude Solutions will work with the client's Project Team to determine the best methods for tracking and acceptance for each implementation project.</p>
77	Describe connectivity and integration capabilities between your offered solution(s) and other software systems.	<p>We have a long history of working with organizations to integrate successfully with their products and various third-party systems. Our cloud-based SaaS solutions provide multiple out-of-the-box options to integrate with third-party systems. Our programs have the ability to store custom data for referential purposes sent from third-party systems. The data interchange/integration tools include:</p> <p>Flat file data exchange via the Connector Tool (AddOn) – The flat file interchange via the Connect Tool contain referential IDs so that they can refer back to the relationship with data elements like WOs to Assets, WOs to transactions, Assets to WOs, and more which can be leveraged to maintain data integrity and relationships.</p> <p>Real-time data interchange via AE Rest APIs (AddOn) – The REST APIs allow the client full access to transactional and reference data captured in the system. These APIs allows for data import and export, as well as means for transactional data transfer. This is more of an advanced option, and requires technical resources on the client side.</p> <p>Flat file downloads via the web application</p> <p>Dude Solutions would work with the client to enable the following integrations with existing software systems, such as:</p> <p>Purchasing Finance Accounts Payable Time Management Human Resources</p>
78	Describe your migration, customization, and upgrade processes.	<p>Data Migration</p> <p>Data Migration can be a complex process and demands that solid requirements are well defined in order to prepare for the data migration process. Dude Solutions will help the client determine the needs for data to be migrated from any legacy system into our products. Decisions will be made jointly via a thorough analysis of the legacy system data and how or if the legacy data should be targeted to be migrated to SmartGov.</p> <p>The consulting team will ask a series of questions, such as:</p> <p>What is the reason you want to migrate your data? What are your public data request requirements? What is the required retention period? What elements are required to meet the need? Once determined, this can expand or lessen the scope to include or eliminate other data points that need to be tracked moving forward</p>

Are legacy systems still available to extract data from?  
Do you need to report on this data?  
Do you need to be able to search for this data? What is the Search criteria? These questions will help us determine where to store data within SmartGov  
The data migration process will include the following steps:

- Define requirements
- Map data elements
- Extract data
- Transform data
- Load data
- Perform data validation with the client
- Resolve data issues
- Validate resolution
- Obtain fresh copy of data
- Add migrated data to configuration
- Validate data and system configuration
- Perform end to end testing
- Perform final data migration
- Move to Production/Training environments
- Migration sign-off
- Deliverables

- Dataset assessment and set priorities with the client
- Evaluate data quality
- Work with the client to cleanse data prior to extract
- Map data elements
- Determine migration pre-requisites and sequencing
- Define migration approach based on requirements definition
- Create and execute validation checklists
- Assumptions and Constraints

The client will provide information related to:

- Data Source
- Database/Source Type (SQL Server, Access, Oracle, etc..)
- Type of Data (tabular, documents, permits, financial, etc..)
- Active data usage
- Point of Contact who know the data structure and content usage
- Provide data validation and testing resources

#### Customization

Dude Solutions delivers each of its products as a Commercial Off-The-Shelf (COTS), multi-tenant cloud-hosted applications that we configure to meet our clients' needs. Due to robust configuration capability and an intuitive UI, our products typically meet our client use cases out of the box. In rare cases where this isn't true, unique customization requests can be handled on a case-by-case basis.

#### Upgrade Processes

Dude Solutions runs a standing maintenance window each Wednesday night at midnight through which release notes are posted inside the app the day before being distributed. For any material workflow change where user action is required or a key work flow changes, users get seven days advance notice via in app notifications and emails.

Regular system maintenance is performed weekly during non-business hours (10:00 PM ET to 6:00 AM ET; Monday through Friday). Regular system maintenance can result in brief interruptions to system availability (but still maintaining the overall 99.5% 24x7 availability target).



<p>79</p>	<p>Describe your data integrity and protection standards, data backup, recovery and secure storage solutions.</p>	<p>Dude Solutions has a documented information classification policy for protecting information that is critical to the organization and its Customers. Information must be classified according to the risks associated with its storage, processing, and transmission. Consistent use of the information classification policy facilitates efficient business activities and insures all information is appropriately safeguarded. All Customer data is classified at the CONFIDENTIAL level as a minimum.</p> <p><b>Data Storage</b></p> <p>Dude Solutions stores Customer data in commercial state-of-the-art secure data centers. These data centers undergo annual SSAE-18 type II audits and certification. Currently, the data centers are located in North Carolina (primary) and Pennsylvania (disaster recovery). Dude Solutions also uses Amazon S3 and Glacier (Eastern US) for long term archiving of data. Dude Solutions does not store Customer data outside of the United States.</p> <p><b>Data Encryption at Rest</b></p> <p>Sensitive credentialing data, such as passwords, are salted/hashed using Password Based Key Derivative Function, also known as PBKDF2. In addition to the hashing of credentialing data, all other databases are encrypted at rest in data center hardware using AES-256 encryption.</p> <p><b>Data Encryption in Transit</b></p> <p>All user communication with Dude Solutions applications is via securely encrypted TLS/SSL (TLS v1.1 minimum) communication channels (https). Dude Solutions uses the most current technology for our SSL certificates: 2048 bit key, SHA-2 signature algorithm, and industry standard CA providers. Insecure cipher keys are not used.</p> <p>Customer uploads of data – if required – are performed using secure FTP (SFTP) connections. IPsec VPN tunnels and TLS\SSL are used to transfer data between locations for disaster recovery and offsite backup.</p> <p><b>Data Segmentation</b></p> <p>Dude Solutions provides multi-tenant Software as a Service (SaaS) solutions. Customer data is logically segmentation based on unique Customer ID numbers. Data segmentation is enforced by constraints at both the application and the database management system level. Files attached to records in the applications are stored in separate folders on a file system.</p> <p><b>Data Leak Prevention</b></p> <p>Dude Solutions uses a third party managed security service (MSS) which provides firewall management, IDS and IPS. Dude Solutions' MSS actively monitors network traffic and takes appropriate/specified action when security events occur.</p> <p><b>For more information</b></p> <p>Please refer to the attached business continuity overview for more information about our data integrity and protection standards.</p>
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80	Describe your strategy related to implementation, integration and use of installation partners.	<p><b>Implementation Strategy</b></p> <p>Dude Solutions' implementation combines both offsite (virtual) and onsite implementation.</p> <p>The Implementation Process for Asset Essentials is composed of the following stages:</p> <p>Planning &amp; Requirements  Account Configuration  User Training and Acceptance  Launch</p> <p>The Planning and Requirements phase begins with an Orientation Call. The purpose of this call is to acquaint one another with key stakeholders, identify contact information, discuss objectives and milestones, and officially kick-off implementation. During this call, the Project Coordinator aligns your business objectives with an implementation plan and resources tailored to the features and functionality of the application you plan to utilize. Both Parties shall mutually agree on the appropriate milestones to be set forth in the implementation plan prior to initiating the regularly scheduled requirements meetings. During the ongoing meeting, Dude Solutions shall be responsible for guiding and consulting with the Client's Project Team to discuss, gather and document the business requirements in our Production Requirements Document (PRD). Dude Solutions shall complete and submit this to the Client for its review and approval.</p> <p>The Account Configuration phase shall commence upon receipt from Client of final written approval of the PRD, all required deliverables and templates necessary for Dude Solutions to complete the configuration and customization of the Dude Solutions application. During the Account Configuration Phase, Dude Solutions may require Client to review and approve specific, smaller components of the overall implementation in order to configure and customize a subsequent component.</p> <p>During the User Training and Acceptance phase Client will have the ability to conduct test cases as determined by Client in consultation with Dude Solutions to determine whether the product performs in accordance with the application's documentation, the Agreement, and the specifications for Client's documented business requirements. During the Acceptance Period, Client will conduct Acceptance tests in accordance with the Test Cases, and will report any defects discovered in Client's testing, in accordance with the process for reporting that shall be agreed upon by the Parties during the Requirements Phase.</p> <p>The Launch phase shall commence upon written Acceptance of the implementation provided by Client to Dude Solutions.</p> <p>A multi-phased implementation would require an interactive approach for multiple user groups across project sites. These phases would be repeated, as needed, based on the client's requirements.</p> <p><b>Integration</b></p> <p>Dude Solutions manages some direct connections through our Connector tool, which will be scoped during the proposal phase for each client.</p> <p>With regards to other API integrations that fall outside of this traditional scope: Client will be responsible for all data integration points. Dude Solutions Inc.'s will provide API documentation. However, resources to manage integrations with third party software will be the responsibility of the client. Dude Solutions Inc. has decided not to have specific integrations with other solutions in order provide our clients the freedom to leverage our data in any system, provided there is capability, instead of a select few.</p> <p><b>Installation Partners</b></p> <p>Dude Solutions does not use installation partners.</p>
81	Identify any mobile applications available for your offered solutions, if applicable.	<p>Dude Solutions offers dedicated mobile applications for two of our systems: SmartGov and Asset Essentials.</p> <p>All other products are accessible through web browsers on any internet-ready device.</p>

**Table 16: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 82. NOTICE:** To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

**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."
  - Financial Strength and Stability - Dude Solutions Financial Disclosure Form - 7.8.20.pdf - Wednesday September 02, 2020 09:36:40
  - Marketing Plan/Samples (optional)
  - WMBE/MBE/SBE or Related Certificates - Clearlake Capital Group - Minority Ownership Certificate (12.1.2019).pdf - Tuesday September 01, 2020 12:14:33
  - Warranty Information (optional)
  - Pricing - Sourcewell Price Book.pdf - Tuesday September 01, 2020 11:27:40
  - Additional Document - Sourcewell data sheets.pdf - Wednesday September 02, 2020 08:58:08

## Proposer's Affidavit

### **PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

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

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

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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

Yes  No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_7_Public_Sector_Admin_Software_RFP_090320</b> Thu August 20 2020 03:52 PM	<input checked="" type="checkbox"/>	4
<b>Addendum_6_Public_Sector_Admin_Software_RFP_090320</b> Mon August 17 2020 07:56 AM	<input checked="" type="checkbox"/>	2
<b>Addendum_5_Public_Sector_Admin_Software_RFP_090320</b> Mon August 10 2020 02:35 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_4_Public_Sector_Admin_Software_RFP_090320</b> Thu August 6 2020 10:34 AM	<input checked="" type="checkbox"/>	2
<b>Addendum_3_Public_Sector_Admin_Software_RFP_090320</b> Thu July 30 2020 03:38 PM	<input checked="" type="checkbox"/>	3
<b>Addendum_2_Public_Sector_Admin_Software_RFP_090320</b> Thu July 23 2020 12:34 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Public_Sector_Admin_Software_RFP_090320</b> Fri July 17 2020 09:18 AM	<input checked="" type="checkbox"/>	1

**AMENDMENT #1  
TO  
CONTRACT # 090320-SDI**

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

Sourcewell awarded a contract to Dude Solutions, Inc. to provide Public Sector and Education Administration Software Solutions with Related Services, to Sourcewell and its Participating Entities, effective November 6, 2020, through November 2, 2024 (Contract).

Supplier notified Sourcewell that it changed its name to Brightly Software, Inc. Supplier has requested modification to the Sourcewell Contract to reflect the name change.

The parties wish to amend the Contract as follows:

Throughout the Contract, the name "Dude Solutions, Inc.," will be replaced with "Brightly Software, Inc."

Except as amended by this Amendment, the Contract remains in full force and effect.

**Sourcewell**

DocuSigned by:  
By: Jeremy Schwartz  
Jeremy Schwartz, Chief Procurement Officer  
Date: 3/10/2022 | 8:33 AM CST

**Brightly Software, Inc.**

DocuSigned by:  
By: Dan Granati  
Dan Granati,  
Date: 3/9/2022 | 7:00 PM EST

Approved:

DocuSigned by:  
By: Chad Coquette  
Chad Coquette, Executive Director/CEO  
Date: 3/10/2022 | 8:34 AM CST



**Exhibit to Order Form for Professional Services  
Change Control Authorization**

Subscriber Information:		Company Project Manager:	
Subscriber: Authorized Contact Name: Telephone: Email:		Project Manager Name: Telephone: Email:	
<p>Order Form: Subscriber and Company are parties to the Order Form, which includes Professional Services, dated _____, and parties agree to modify or amend such Order Form as described herein. Capitalized terms not defined herein will have the meaning set forth in the Order Form, the Agreement and the Appendices, if any. Except as explicitly stated herein or waived below, the Order Form shall remain in full force and effect. The execution, deliver and effectiveness of this Change Control Authorization shall be limited exactly as is written.</p> <p><i>* NOTE: Change Controls may modify a Professional Services SOW ONLY; all changes to Subscription Services quantities or durations shall be null and void.</i></p>			
Change Control No.		SOW / Project Number:	
Change Type	Description / Costs	Date Scheduled	
Scope:			
Schedule:			
Cost:			
Description of Change			
[PROVIDE A DETAILED DESCRIPTION OF THE CHANGE.]			
Impact of Change			
Scope:			
Schedule:			
Cost –Incremental / Overall:			
Resources:			
Acceptance			
<p>The undersigned certifies that he or she is an authorized representative of Subscriber and has full authority to sign this Change Control Authorization and enter into an Agreement on behalf of Subscriber.</p> <p>By signing below, the authorized Subscriber representative acknowledges that this Change Control Authorization is bound to the Terms and Conditions as originally agreed to within the referenced Statement of Work. This form may be used to add cost to the project or to document decisions and agreement between both parties.</p> <p>Receipt of an executed Change Control Authorization by Brightly Software via facsimile or electronic signature is considered a valid and legally binding form of receipt.</p>			
<b>BRIGHTLY SOFTWARE, INC.</b>		<b>SUBSCRIBER</b>	
Signature:		Signature:	
Printed Name:		Printed Name:	
Title:		Title:	
Date:		Date:	

