

PROFESSIONAL SERVICES AGREEMENT

BETWEEN



COOK COUNTY GOVERNMENT

COOK COUNTY DEPARTMENT OF FACILITIES MANAGEMENT

AND

ACCRUENT, LLC

FOR

FAMIS CLOUD IMPLEMENTATION

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

MAR 23 2016

COOK COUNTY CONTRACT NO. 1585-15021

[Reference Contract: State of Wisconsin Contract #407345 - Integrated Workplace Management System Software]

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Exhibit 8	Electronic Payable Program
Exhibit 9	Economic Disclosure Statement

ATTACHMENT 1: Reference Contract: State of Wisconsin Contract #407345 - Integrated Workplace Management System Software

PROFESSIONAL SERVICES AGREEMENT

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- ii) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.
- iii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.
- iv) Any headings preceding the text of the Articles and Sections of this Agreement, and any tables of contents or marginal notes appended to it are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.
- v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.
- vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

c) Incorporation of Exhibits

The Contract documents, which are comprised of this Professional Service Agreement and all of its Exhibits, are intended to be read as consistently as possible. However, in the event that there is a conflict between or among any of the document specified in this subsection (“Incorporation of Exhibits”), the terms of the Professional Services Agreement shall control unless the text of another document explicitly provides that it applies notwithstanding the terms of the Professional Services Agreement.

This Contract shall be interpreted and construed based upon the following Order of Precedence. Such Order of Precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency between Exhibits:

Exhibit 6	Board Authorization
Exhibit 9	Economic Disclosure Statement
Exhibit 1	Statement of Work
Exhibit 2	Schedule of Compensation
Exhibit 3	Accruent SaaS Terms
Exhibit 4	Minority and Women Owned Business Enterprise Commitment
Exhibit 5	Evidence of Insurance
Exhibit 7	Identification of Subcontractor/Supplier/Subconsultant Form
Exhibit 8	Electronic Payable Program

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT

AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and Accruent, LLC doing business as a limited liability company of the State of Delaware hereinafter referred to as "Consultant" or "Accruent", pursuant to authorization by the Cook County Board of Commissioners on March 23, 2016, as evidenced by Board Authorization letter attached hereto as EXHIBIT "6".

BACKGROUND

WHEREAS, the County, pursuant to Section 34-140 of the Cook County Procurement Code, states: "If a governmental agency has awarded a contract through a competitive method for the same or similar supplies, equipment, goods or services as that sought by the County, the Procurement may be made from that vendor at a price or rate at least as favorable as that obtained by that government agency without utilizing a competitive procurement method set forth in this Procurement Code;" and

WHEREAS, the State of Wisconsin Department of Transportation solicited a formal Request for Proposals (RFP #271949), Integrated Workplace Management System Software) and Accruent was identified as the qualified provider for these services; and

WHEREAS, the State of Wisconsin entered into Contract # 407345 with Accruent on April 25, 2014 for the provision of an Integrated Workplace Management System Software package (FAMIS Cloud Implementation), including professional services by Accruent; and

WHEREAS, a copy of the State of Wisconsin's Contract is attached as Attachment 1 for reference purposes only; and

WHEREAS, the County, on behalf of its Department of Facilities Management, desires certain specific and similar services from Accruent, and Accruent agrees to provide these services as further described in Exhibit 1. Statement of Work for an amount not to exceed Exhibit 2. Compensation Schedule; and

WHEREAS, the services shall be provided in accordance with the terms and conditions stated herein, including the Accruent SaaS Terms attached hereto as Exhibit 3.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the sufficiency of which is acknowledged by each of the Parties, the County and Accruent agree as follows:

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

The Background information set forth above is incorporated by reference as if fully set forth here.

ARTICLE 2) DEFINITIONS

a) Definitions

The following words and phrases have the following meanings for purposes of this Agreement:

"Additional Services" means those services which are within the general Statement of Work of this Agreement, but beyond the description of services required under Article 3, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Using Agency require the approval of the Chief Procurement Officer in a written amendment to this Agreement before Consultant is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services.

"Agreement" means this Professional Services Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"Chief Procurement Officer" means the Chief Procurement Officer for the County of Cook and any representative duly authorized in writing to act on his behalf.

"Services" means, collectively, the professional services, duties and responsibilities described in Article 3 of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"Subcontractor" or "Subconsultant" means any person or entity with whom Consultant contracts to provide any part of the Services, of any tier, suppliers and materials providers, whether or not in privity with Consultant.

"Using Agency" shall mean the department of agency within Cook County including elected officials.

b) Interpretation

- i) The term "include" (in all its forms) means "include, without limitation" unless the context clearly states otherwise.

- ii) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.
- iii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.
- iv) Any headings preceding the text of the Articles and Sections of this Agreement, and any tables of contents or marginal notes appended to it are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.
- v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.
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This Contract shall be interpreted and construed based upon the following Order of Precedence. Such Order of Precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency between Exhibits:

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Exhibit 5	Evidence of Insurance

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT

a) Statement of Work

This description of Services is intended to be general in nature and is neither a complete description of Consultant's Services nor a limitation on the Services that Consultant is to provide under this Agreement. Consultant must provide the Services in accordance with the standards of performance set forth in Section 3c. The Services that Consultant must provide include, but are not limited to, those described in Exhibit 1, Statement of Work and Time Limits for Performance, which is attached to this Agreement and incorporated by reference as if fully set forth here.

b) **Deliverables**

In carrying out its Services, Consultant must prepare or provide to the County various Deliverables. "Deliverables" include work product, such as written reviews, recommendations, reports and analyses, produced by Consultant for the County.

The County may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the County made this Agreement or for which the County intends to use the Deliverables. If the County determines that Consultant has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Consultant of its failure. If Consultant does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the County specifying the failure, then the County, by written notice, may treat the failure as a default of this Agreement under Article 9.

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the County. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Consultant of its commitments under this Agreement.

c) **Standard of Performance**

Consultant must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a consultant performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Consultant acknowledges that it is entrusted with or has access to valuable and confidential information and records of the County and with respect to that information, Consultant agrees to be held to the standard of care of a fiduciary.

Consultant must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Consultant must provide copies of any such licenses. Consultant remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Consultant or its Subconsultants or others on its behalf. All Deliverables must be prepared in a form and

content satisfactory to the Using Agency and delivered in a timely manner consistent with the requirements of this Agreement.

If Consultant fails to comply with the foregoing standards, Consultant must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the County does not relieve Consultant of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the County's rights against Consultant either under this Agreement, at law or in equity.

d) **Personnel**

i) **Adequate Staffing**

Consultant must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Services.

ii) **Key Personnel**

[Intentionally Omitted].

iii) **Salaries and Wages**

Consultant and Subconsultants must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Consultant underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Consultant, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Consultant to the respective employees to whom they are due. The parties acknowledge that this Section 3.d(iii) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

e) **Minority and Women Owned Business Enterprises Commitment**

In the performance of this Agreement, including the procurement and lease of materials or equipment, Consultant must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267 through 272) except to the extent waived by the Compliance Director, which are set forth

in Exhibit 4. Consultant's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Form 1 of the MBE/WBE Utilization Plan, upon acceptance by the Compliance Director. Consultant must utilize minority and women's business enterprises at the greater of the amounts committed to by the Consultant for this Agreement in accordance with Form 1 of the MBE/WBE Utilization Plan.

f) **Insurance**

Consultant must provide and maintain at Consultant's own expense, during the term of this Agreement and any time period following expiration if Consultant is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverages and requirements specified below, insuring all operations related to this Agreement.

i) **Insurance To Be Provided**

(1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident or illness.

(2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage liability. Umbrella policy with limits of not less than of \$5,000,000. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense and contractual liability (with no limitation endorsement). Cook County is to be included as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Services.

Subconsultants performing Services for Consultant must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.i(2).

(3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Consultant must provide Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence limit, for bodily injury and property damage. The County is to be included as an additional insured on a primary, non-contributory basis.

(4) Professional Liability

When any professional consultants perform Services in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions must be maintained with limits of not less than \$2,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of Services on this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years.

Subconsultants performing Services for Consultant must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.i(4).

(5) Valuable Papers

When any designs, drawings, specifications and documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

ii) Additional Requirements

- (1) Upon request (no more than once annually, unless such insurance has materially changed) Consultant must furnish the County of Cook, Cook County, Office of the Chief Procurement Officer, 118 N, Clark St., Room 1018, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Consultant must submit evidence of insurance, which is attached hereto as Exhibit 5 prior to the effective date of the Agreement. The receipt of any certificate does not constitute agreement by the County that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the County to obtain certificates or other insurance evidence from Consultant is not a waiver by the County of any requirements for Consultant to obtain and maintain the specified coverages. Consultant must advise all insurers of the provisions in this Agreement regarding insurance. Non-conforming insurance does not relieve Consultant of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the County retains the right to terminate this Agreement or to suspend this Agreement until proper evidence of insurance is provided.

- (2) Accruent must provide for 60 days prior written notice to be given to the County in the event coverage is substantially changed, canceled or non-renewed. All deductibles or self-insured retentions on referenced insurance coverages must be borne by Consultant. Consultant agrees that insurers waive their rights of subrogation against the County of Cook, its employees, elected officials, agents or representatives.
- (3) The coverages and limits furnished by Consultant in no way limit Consultant's liabilities and responsibilities specified within this Agreement or by law. Any insurance or self-insurance programs maintained by the County of Cook apply in excess of and do not contribute with insurance provided by Consultant under this Agreement.
- (4) The required insurance is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.
- (5) Consultant must require all Subconsultants to provide the insurance required in this Agreement, or Consultant may provide the coverages for Subconsultants. All Subconsultants are subject to the same insurance requirements as Consultant unless otherwise specified in this Agreement. If Consultant or Subconsultant desires additional coverages, the party desiring the additional coverages is responsible for its acquisition and cost.
- (6) The County's Risk Management Office may modify, delete, alter or change these requirements upon agreement with Consultant. "Risk Management Office" means the Risk Management Office, which is under the direction of the Director of Risk Management and is charged with reviewing and analyzing insurance and related liability matters for the County.

g) Indemnification

The Consultant covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly from or attributable to any claims arising out of or incident to the negligent or willful acts or omissions of the officers, agents, employees, Consultants, subconsultants, licensees or invitees of the Consultant. The Consultant expressly understands and agrees that any Performance Bond or insurance protection required of the Consultant, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify the County as hereinabove provided. The County must: (i) promptly give written notice of the claim to Consultant; (ii) give Consultant sole control of the defense and settlement of the Claim (provided that Consultant may not settle any Claim against County unless it unconditionally releases County of all liability); and (iii) provide Consultant, at Consultant's expense, with all available information and assistance relating to the Claim and cooperate with Consultant and its counsel.

h) Confidentiality and Ownership of Documents

Consultant acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Consultant in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Consultant's performance hereunder. Consultant shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party. Consultant shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Consultant shall be furnished to County without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Consultant to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Consultant's own purposes or for those of any third party. During the performance of the Contract Consultant shall be responsible of any loss or damage to the Documents while they are in Consultant's possession, and any such loss or damage shall be restored at the expense of the Consultant. The County and its designees shall be afforded full access to the Documents and the work at all times.

i) Patents, Copyrights and Licenses

If applicable, Consultant shall furnish the Chief Procurement Officer with all licenses required for the County to utilize any software, including firmware or middleware, provided by Consultant as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Consultant shall also furnish a copy of such licenses to the Chief Procurement Officer. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

Consultant agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, as permitted by Illinois law, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Consultant's services constitutes an infringement of any patent, copyright or license or any other property right.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Consultant with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Consultant's election, one of the following: the right to continue use of

the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or Consultant shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

j) Examination of Records and Audits

The Consultant agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Consultant related to the Contract, or to Consultant's compliance with any term, condition or provision thereof. The Consultant shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Consultant further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the Subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such Subcontractor involving transactions relating to the subcontract, or to such Subcontractor compliance with any term, condition or provision thereunder or under the Contract.

In the event the Consultant receives payment under the Contract, reimbursement for which is later disallowed by the County, the Consultant shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Consultant under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Consultant shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives.

If Consultant carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Consultant will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books,

documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

k) Subcontracting or Assignment of Contract or Contract Funds

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Consultant from its obligations or change the terms of the Contract. The Consultant shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Consultant shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Consultant shall identify in writing to the Chief Procurement Officer the names of any and all Subcontractors it intends to use in the performance of the Contract by completing the Identification of Subcontractor/Supplier/Subconsultant Form ("ISF"). The Chief Procurement Officer shall have the right to disapprove any Subcontractor. All Subcontractors shall be subject to the terms of this Contract. Consultant shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Consultant must disclose the name and business address of each Subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Consultant has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Consultant is not required to disclose employees who are paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the Consultant's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2), himself.

"Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Consultant is uncertain whether a disclosure is required under this Section, the Consultant must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason, provided that Consultant shall have no liability to County for any delay that is

caused by the County. All Consultants and Subcontractor of the Consultant shall be accountable to the Chief Procurement Officer or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

D) Professional Social Services

[Intentionally Omitted]

ARTICLE 4) TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect when approved by the Cook County Board and its term shall begin on April 1, 2016 ("Effective Date") and continue until March 31, 2019 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) Timeliness of Performance

i) Consultant must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 1. Further, Consultant acknowledges that TIME IS OF THE ESSENCE and that the failure of Consultant to comply with the time limits described in this Section 4.b may result in economic or other losses to the County.

ii) Neither Consultant nor Consultant's agents, employees nor Subcontractors are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or expenses incurred by Consultant by reason of delays or hindrances in the performance of the Services, whether or not caused by the County. Notwithstanding the foregoing, Consultant shall not be responsible for economic or other losses to the County to the extent that they are caused by delays on the part of the County.

c) Agreement Extension Option

Subject to agreement by Consultant, the Chief Procurement Officer may at any time before this Agreement expires elect to renew this Agreement for two additional one-year periods under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, mutual agreement. After agreement by the parties to extend this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

ARTICLE 5) COMPENSATION

a) Basis of Payment

The County will pay Consultant according to the Schedule of Compensation in the attached Exhibit 2 and not to exceed the amount approved by the Cook County Board of Commissioners as evidenced in Exhibit 6. Board Authorization for the successful completion of services.

b) **Method of Payment**

All fees are denominated and payable in United States dollars. Unless otherwise agreed, fee are due within forty-five (45) days of invoice date. In the event any amounts are thirty (30) or more days overdue Consultant may suspend its performance and require full payment before any additional performance is rendered. All invoices submitted by the Consultant shall be in accordance with the cost provisions contained in the Agreement and shall contain a detailed description of the Deliverables, including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All invoices shall reflect the amounts invoiced by and the amounts paid to the Consultant as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Consultant shall not be entitled to invoice the County for any late fees or other penalties.

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Consultant to the County.

The Consultant acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Consultant certifies that all itemized entries set forth in the invoices are true and correct. The Consultant acknowledges that by submitting the invoices, it certifies that it has delivered (or will deliver in the case of prepayments) the Deliverables, i.e., the goods, supplies, services or equipment set forth in the Agreement to the Using Agency, or that it has properly performed the services set forth in the Agreement. The invoice must also reflect the dates and amount of time expended in the provision of services under the Agreement. The Consultant acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Consultant, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Consultant receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Agreement, the Consultant must make payment to its Subcontractors within 15 days after receipt of payment from the County, provided that such Subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Contract and provided the Consultant with all of the documents and information required of the Consultant. The

Consultant may delay or postpone payment to a Subcontractor when the Subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the Contract, the Consultant is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

c) Funding

The source of funds for payments under this Agreement is identified in Exhibit 2, Schedule of Compensation. Payments under this Agreement must not exceed the dollar amount shown in Exhibit 2 without a written amendment in accordance with Section 10.c.

d) Non-Appropriation

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the County for payments to be made under this Agreement, then the County will notify Consultant in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification will be made to Consultant. No payments will be made or due to Consultant and under this Agreement beyond those amounts appropriated and budgeted by the County to fund payments under this Agreement.

e) Taxes

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-07.

f) Price Reduction

If at any time after the contract award, Consultant makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section 5.f., Price Reduction, a general price reduction shall include reductions in the effective price charged by Consultant by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Consultant makes in the price of the Deliverables to its prospective customers generally.

g) **Consultant Credits**

To the extent the Consultant gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific Using Agency. Consultant shall reflect any such credits on its invoices and in the amounts it invoices the County.

ARTICLE 6) DISPUTES

Any dispute arising under the Contract between the County and Consultant shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce her decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The decision of the Chief Procurement Officer will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer.

Notwithstanding a dispute, Consultant shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

ARTICLE 7) COOPERATION WITH INSPECTOR GENERAL AND COMPLIANCE WITH ALL LAWS

The Consultant, Subcontractor, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

The Consultant shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Consultant's employees, agents or Subcontractor shall be the responsibility of the Consultant.

The Consultant shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

ARTICLE 8) SPECIAL CONDITIONS

a) Warranties and Representations

In connection with signing and carrying out this Agreement, Consultant:

- i) warrants that Consultant is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Consultant is not appropriately licensed;
- ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Consultant is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iii) warrants that it will not knowingly use the services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;
- iv) warrants that Consultant and its Subcontractors are not in default at the time this Agreement is signed, and has not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County;
- v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Consultant warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
- vi) represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended; and
- vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.a and 9.c.

b) **Warranty Remedies**

If the Services are not performed consistent with the warranties set out above, County shall promptly notify Consultant in writing of its claim. Consultant shall, within 30 days of its receipt of County's written notice, (i) re-perform the affected Services so that they are conforming; (ii) provide County with a plan reasonably acceptable to County for re-performing the affected Services; or (iii) if neither (i) nor (ii) can be accomplished with reasonable commercial efforts from Consultant, then Consultant or County may terminate the affected Services, and County will be entitled to a refund of the pre-paid portion of the fees paid for the affected Service. The preceding warranty cure shall constitute County's exclusive remedy for cure of the warranty set forth herein. If County elects not to terminate the Service, County waives all rights for the applicable warranty cure set forth herein.

c) **Ethics**

i) In addition to the foregoing warranties and representations, Consultant warrants:

- (1) no officer, agent or employee of the County is employed by Consultant or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.
- (2) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Consultant or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

d) **Joint and Several Liability**

If Consultant, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this Agreement, each and without limitation every obligation or undertaking in this Agreement to be fulfilled or performed by Consultant is the joint and several obligation or undertaking of each such individual or other legal entity.

e) **Business Documents**

At the request of the County, Consultant must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.

f) **Conflicts of Interest**

i) No member of the governing body of the County or other unit of government and

no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

- ii) Consultant covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "Consulting Parties"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.
- iii) Upon the request of the County, Consultant must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Consultant is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Consultant's past or present clients. If Consultant becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.
- iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, Subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.
- v) The Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.h of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the County under this Agreement, Consultant must terminate such other services immediately upon request of the County.
- vi) Furthermore, if any federal funds are to be used to compensate or reimburse Consultant under this Agreement, Consultant represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal

year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Consultant must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

g) Non-Liability of Public Officials

Consultant and any assignee or Subcontractor of Consultant must not charge any official, employee or agent of the County personally with any liability or expenses of defense or hold any official, employee or agent of the County personally liable to them under any term or provision of this Agreement or because of the County's execution, attempted execution or any breach of this Agreement.

ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET

a) Events of Default Defined

The following constitute events of default:

- i) Any material misrepresentation made by either party, whether negligent or willful and whether in the inducement or in the performance.
- ii) A material failure to perform any obligations under this Agreement which is not cured within thirty (30) days after written notice is provided.

A material failure includes the following:

- (a) Failure due to a reason or circumstances within Consultant's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;
- (b) Failure to perform the Services in accordance with the Agreement or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
- (c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
- (d) Discontinuance of the Services for reasons within Consultant's reasonable Control, unless otherwise permitted by this Agreement; and
- (e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.

- iii) Any change in ownership or control of Consultant without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.
- iv) Consultant's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Consultant acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.
- v) Failure to comply with Article 7 in the performance of the Agreement.
- vi) Consultant's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

b) **Remedies**

The occurrence of any event of default permits the County, at the County's sole option, to declare Consultant in default. The Chief Procurement Officer will give Consultant an opportunity to cure the default within 30 days, unless extended by the Chief Procurement Officer. Whether to declare Consultant in default is within the sole discretion of the Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

The Chief Procurement Officer will give Consultant written notice of the default in the form of a cure notice ("Cure Notice"). After giving a Cure Notice and allowing the period for cure, if Consultant remains in default then the County may invoke any or all of the following remedies:

- i) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;
- ii) The right of specific performance, an injunction or any other appropriate equitable remedy;
- iii) The right to money damages;
- iv) The right to withhold all or any part of Consultant's compensation under this Agreement;
- v) The right to consider Consultant non-responsible in future contracts to be awarded by the County.

If the Chief Procurement Officer considers it to be in the County's best interests, he may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the County and that if the County permits

Consultant to continue to provide the Services despite one or more events of default, Consultant is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the County waive or relinquish any of its rights.

In the event County terminates this Agreement pursuant to Article 9, Consultant shall refund all pre-paid but unused Services fees to County. Termination of this Agreement by Consultant pursuant to Article 9, shall not excuse County's obligation to pay in full any and all amounts due, nor shall such termination result in a refund of fees paid.

Except where stated otherwise within this Agreement, the remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the County considers expedient.

c) **Early Termination**

In addition to termination under Sections 9.a and 9.b of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the County to Consultant. The County will give notice to Consultant in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Consultant or the date stated in the notice, whichever is later. If the County elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the County effective 10 days after the date the notice is considered received as provided under Article 11 of this Agreement (if no date is given) or upon the effective date stated in the notice.

After the notice is received, Consultant must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 5, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The County and Consultant must attempt to agree on the amount of compensation to be paid to Consultant, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to Consultant is in full settlement for all Services satisfactorily performed under this Agreement.

Consultant must include in its contracts with Subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the County arising from termination of subcontracts after the early

termination. Consultant will not be entitled to make any early termination claims against the County resulting from any Subcontractor's claims against Consultant or the County to the extent inconsistent with this provision.

If the County's election to terminate this Agreement for default under Sections 9.a and 9.b is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 9.c.

This contract is subject to County Board approval of appropriations for the purpose of the subject contract; and that in the event funds are not appropriated by the County Board, or there is a change in services which results in the elimination of the services which are the subject of the contract, the contract shall be cancelled without penalty to, or further payment being required by, the County. The County shall give the vendor notice of failure of funding or change in services as soon as practicable after the County becomes aware of the failure of funding. The County's obligation to perform shall cease immediately upon receipt of notice to the vendor of lack of appropriated funds; and that the County's obligation under the contract shall also be subject to immediate termination or cancellation upon written notice to Contractor at any time when there are not sufficient authorized funds lawfully available to the County to meet such obligation.

d) **Suspension**

The County may at any time request that Consultant suspend its Services, or any part of them, by giving 15 days prior written notice to Consultant or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Consultant must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Consultant when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Consultant as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Consultant by written notice may treat the suspension as an early termination of this Agreement under Section 9.c.

c) **Limitation of Liability**

Subject to the exclusion listed in section 9(c)(ii) below, Consultant's total liability to the County for any claim under this Agreement arising from the provision of Services will be limited to the total amount of fees paid to Consultant by the County. The County's total liability, which shall not include attorney's fees, is limited to those actual provable damages not to exceed the amount of the Contract as awarded by the Cook County Board of Commissioners less all amounts paid to Contractor.

(i) **Exclusion of indirect and consequential damages.** Except as provided in 9(c) (ii)

below, in no event will either party be liable to the other for any indirect, special, incidental, exemplary punitive, treble or consequential damages (including, without limitation, loss of business, revenue, profits, staff time, goodwill, use, or other economic advantage), whether based on breach of contract, breach of warranty, tort (including negligence), product liability or otherwise, whether or not a party has previously been advised of the possibility of such damages.

- (ii) **Exclusions.** Notwithstanding any language contained in Section 9(c)(i), there shall be no limit on liability for (i) Consultant's indemnification obligations; (ii) either party's breach of the confidentiality provision of this Agreement; (iii) Consultant's breach of its obligations to protect the loss or breach of confidential data, or (iv) property damage, bodily injury or death caused by negligence or intentional misconduct of the Consultant.

d) Right to Offset

In connection with performance under this Agreement, the County may offset any excess costs incurred:

- i) if the County terminates this Agreement for default or any other reason resulting from Consultant's performance or non-performance;
- ii) if the County exercises any of its remedies under Section 9.b of this Agreement;
or
- iii) if the County has any credits due or has made any overpayments under this Agreement.

The County may offset these excess costs by use of any payment due for Services completed before the County terminated this Agreement or before the County exercised any remedies. If the amount offset is insufficient to cover those excess costs, Consultant is liable for and must promptly remit to the County the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the County.

e) Delays

Consultant agrees that no charges or claims for damages shall be made by Consultant for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

f) Prepaid Fees

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Consultant shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not

actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

ARTICLE 10) GENERAL CONDITIONS

a) Entire Agreement

i) General

This Agreement, and the exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises or interpretations are implied or impressed upon this Agreement that are not expressly addressed in this Agreement.

ii) No Collateral Agreements

Consultant acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the County, its officials, agents or employees, has induced Consultant to enter into this Agreement or has been relied upon by Consultant, including any with reference to:

- (a) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement;
- (b) the nature of the Services to be performed;
- (c) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement;
- (d) the general conditions which may in any way affect this Agreement or its performance;
- (e) the compensation provisions of this Agreement; or
- (f) any other matters, whether similar to or different from those referred to in (a) through (e) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

iii) No Omissions

Consultant acknowledges that Consultant was given an opportunity to review all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance.

Consultant did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Consultant relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

b) **Counterparts**

This Agreement is comprised of several identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect.

c) **Contract Amendments**

The parties may during the term of the Contract make amendments to the Contract but only as provided in this section. Such amendments shall only be made by mutual agreement in writing.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

No Using Agency or employee thereof has authority to make any amendments to this Contract. Any amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

Consultant is hereby notified that, except for amendments which are made in accordance with this Section 10.c. Contract Amendments, no Using Agency or employee thereof has authority to make any amendment to this Contract.

d) **Governing Law and Jurisdiction**

This Contract shall be governed by and construed under the laws of the State of Illinois. The Consultant irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County, State of Illinois, and the Consultant consents and submits to the jurisdiction thereof. In accordance with these provisions, Consultant waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

e) **Severability**

If any provision of this Agreement is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

f) **Assigns**

All of the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns.

g) **Cooperation**

Consultant must at all times cooperate fully with the County and act in the County's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Consultant must make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Using Agency in connection with the termination or expiration.

h) **Waiver**

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

Whenever under this Agreement the County by a proper authority waives Consultant's performance in any respect or waives a requirement or condition to either the County's or Consultant's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the County may have waived the performance, requirement or condition. Such waivers must be provided to Consultant in writing.

i) **Independent Consultant**

This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Consultant and the County. The rights and the obligations of the parties are only those expressly set forth in this Agreement. Consultant must perform under this Agreement as an independent Consultant and not as a representative, employee, agent, or partner of the County.

This Agreement is between the County and an independent Consultant and, if Consultant is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:

- i) The County will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Consultant performing the Services required under this Agreement.
- ii) Consultant is not entitled to membership in the County Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the County.
- iv) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Consultant.

j) Governmental Joint Purchasing Agreement

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this contract.

In the event that other agencies participate in a joint procurement, the County reserves the right to renegotiate the price to accommodate the larger volume.

k) Comparable Government Procurement

As permitted by the County of Cook, other government entities, if authorized by law, may wish to purchase the goods, supplies, services or equipment under the same terms and conditions contained in this Contract (i.e., comparable government procurement). Each entity wishing to reference this Contract must have prior authorization from the County of Cook and the Consultant. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring the goods, supplies, equipment or services supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for the goods, supplies, equipment or services supplies/services ordered by these entities. Each entity reserves the

right to determine the amount of goods, supplies, equipment or services it wishes to purchase under this Contract.

D) Force Majeure

Neither Consultant nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control and which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

ARTICLE 11) NOTICES

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

If to the County: Leonard Muhammad
Cook County Facilities Management
2650 S. California Ave.
Chicago, Illinois 60608
Attention: Department Director

and

Cook County Chief Procurement Officer
118 North Clark Street, Room 1018
Chicago, Illinois 60602
(Include County Contract Number on all notices)

If to Consultant: Accruent, LLC
10801-2 N. Mopac Expressway, Suite 400
Austin, TX 78759
Attention: Legal Department

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 11. Notices delivered by mail are considered received three days after mailing in accordance with this Article 11. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

ARTICLE 12) AUTHORITY

Execution of this Agreement by Consultant is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Consultant have been made with complete and full authority to commit Consultant to all terms and conditions of this Agreement, including each and every

representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

EXHIBIT 1

Statement of Work

Cook County

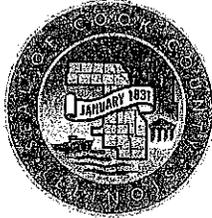


Exhibit 1 - Statement of Work (SOW) for

FAMIS Cloud Implementation

Contract No.: 1585-15021

Contract Term: April 1, 2016-March 31, 2019

Vendor: Accruent, LLC

Date: February 10, 2016

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1. Executive Summary

This Statement of Work ("SOW") details the specific tasks that Accruent will undertake during the FAMIS Cloud Implementation Project for, and in partnership with, Cook County ("the County"). The SOW provides a description of the specific work to be performed, assigns responsibilities for the work to be performed, and outlines the costs of the work to the County by deliverable.

This Executive Summary Section is intended as an overview of the County's objectives for the project, scope and timeline for the FAMIS implementation project. Following the Executive Summary, the terms of the SOW are documented in the appropriate level of detail.

1.1 Project Overview

The FAMIS Cloud Implementation project, including the Professional Services Agreement ("PSA"), this Exhibit 1, and Exhibits 2-6 as set forth in the PSA (together "Contract") is a reference contract, based on a State of Wisconsin Department of Transportation ("DOT") contract, the details of which are set forth below:

1. The State of Wisconsin Department of Transportation ("DOT"), RFP # 271949-LF released on October 31, 2013, with subsequently published addenda published on November 13, 2013.
2. The procurements were competitively scored and awarded to Accruent over other vendors.
3. The DOT contracts were agreed upon and executed between Accruent and the State of Wisconsin DOT on April 25, 2014.

1.2 Project Background and Goals

Cook County Facilities Management wishes to replace current, self-hosted computerized maintenance management software (CMMS) with Accruent's FAMIS Cloud software solution (FAMIS).

Facilities Management is a Cook County department of 600 employees responsible for the maintenance of a variety of leased and owned buildings as well as other structures that are located across Cook County. The leased and owned buildings and structures are as follows:

- 46 owned buildings (11,000,000 square-feet)
- Cook County Department of Corrections
- Juvenile Temporary Detention Center

The Facilities Management Department is seeking a Computerized Maintenance Management System (CMMS) cloud solution that can be accessed through a web browser. The qualified vendor must provide the implementation services required to bring the system to full operation.

There are three main functions required (but not limited to) by the Computerized Maintenance Management System (CMMS):

- Reactive Maintenance
- Preventive Maintenance
- Inventory Management

Facilities Management expects that these main functions will be implemented in the order listed. Facilities Management's goal is to obtain a solution that will:

- Facilitate management of facility-related asset inventories
- Facilitate maintenance management that includes creation of a customer request function, work order management system, and maintenance planning
- Facilitate management of correctional facilities
- Facilitate management of commercial facilities

1.3 Business Goals and Objectives

- Reducing the time and costs associated with corrective repairs by improving preventive maintenance scheduling and management.
- Leverage wireless and mobile technologies to improve day-to-day efficiencies
- Minimizing the time spent managing the work order process while ensuring full revenues are received from other departments for work completed.
- Minimizing costs in all areas of facilities management, including inventory carrying costs, by making spending visible.
- Reduce IT infrastructure expenses (e.g. servers, hardware, middleware, third-party plugins, etc..) associated with a self-hosted CMMS
- Reduce disruption/costs associated with self-hosted software upgrades
- Provide data transition services from current system to FAMIS, as defined in Section 3.8 of this SOW.

2. Scope of Services

This Section describes the scope of services associated with the implementation of the FAMIS Cloud Implementation. Accruent will provide the County with the items included in this Section 2, with the exception of those listed in Section 2.3.

2.1 FAMIS Cloud Maintenance Management Subscription

The annual SaaS subscription (see SaaS Agreement, Exhibit 6), includes license to selected software, as defined in Section 3 ("Software"), customer support, major product upgrades, patch applications and incremental releases, disaster recovery, attachment storage, and a production and test database environment for an unlimited number of users within the square footage licensed by the County.

2.2 FAMIS Cloud Implementation Services

Accruent will provide the County services including data setup, general system configuration and guidance, data gathering, formatting, and data loading, administrator training, end user training, and project management.

2.3 Data Transfer Services

Accruent will provide data transfer services at the termination or expiration of the agreement as set forth in Exhibit 6 ("SaaS Agreement"), Section 12 ("Data Transfer").

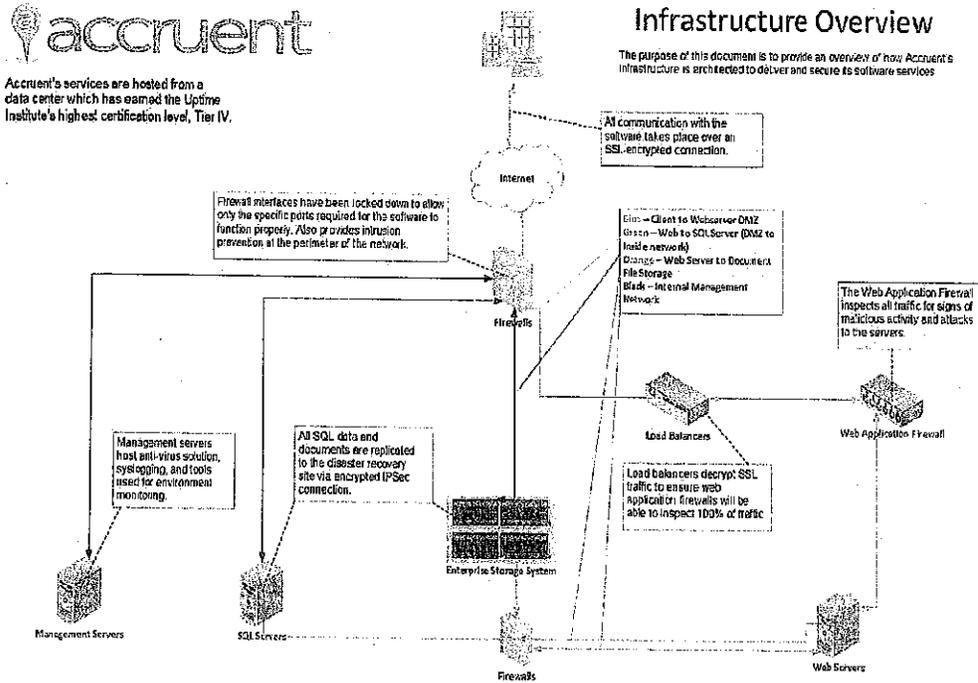
2.4 Out-of-Scope Work

Any work not explicitly stated under this SOW will be considered out of scope. Product enhancements and custom development are not part of this SOW and considered out of scope. Product enhancement and custom development efforts may be considered under a separate SOW and authorized by the Accruent Product Manager.

3. System Solution

3.1 System Design and Requirements

3.1.1 Solution Architecture Diagram



3.1.2 Sites and Environments

Accruent Professional Services will create two (2) FAMIS databases – one (1) production database and one (1) “stage” database, which is a copy of the production environment used for testing purposes.

Basic Database and Initial Services and Stage Database for training:

- Production: <https://cookcounty.famis.com>
- Stage: <https://cookcounty.accruentest.com>
- Template HE = FAMIS Template

3.1.3 Front End Requirements

FAMIS is available from anywhere from any device that can access an internet connection and utilizes a web browser. Both databases will have dedicated HTTPS protocol URLs and will need to be whitelisted by the County to ensure employees can access the system while on internal devices.

3.1.4 Back End Requirements

As a Software as a Service (SaaS) solution, Accruent administers the database and runs the software.

3.1.5 Destination for Migrated Data

Rackspace is Accruent's hosting provider and provisions the hardware to Accruent specifications. The production site is outside Chicago, Illinois, and the associated Disaster Recovery site is outside of Dallas, Texas.

3.1.6 Interfaces/Integration Points

The County will require future integration with the County ERP system. ERP integration is not covered within the scope of this Agreement and will require an amendment to this Agreement to add scope and services.

3.1.7 Other Key Elements of the Proposed System Design

The solution has a three-tiered architecture with separation of concerns between the user interface, application and business logic, and data storage. The complete infrastructure has disaster recovery and all data has redundant recovery.

3.2 Software

3.2.1 Operating System

As a Software as a Service/cloud-based application, FAMIS requires no particular operating systems for servers or County workstations. All that is needed by the County is a standard browser (i.e., Internet Explorer, Chrome, Safari or Firefox), and access to the URL to log in.

Accruent will resolve all issues that are browser-related for Certified Browsers. We will also resolve critical and high issues for Supported Browsers. Certified and Supported browsers are listed below:

Accruent Certified Browsers:

- IE 9 and 10 (Windows 7)
- Chrome (Windows 7)
- Firefox (Windows 7)
- Safari (iOS 7)

Accruent Supported Browsers:

- IE 10 (Windows 8)
- IE 11 (Windows 7 and 8)
- Chrome (Windows 8, Android 4)
- Firefox (Windows 8)

3.2.2 User Interface

FAMIS is provided in the Cloud and requires only a standard browser to access the entire application.

3.2.3 New Version Release Schedule

As part of the FAMIS Cloud subscription, Accruent rolls out new enhancements monthly (usually every third week of the month). This release cycle is not disruptive and goes virtually unnoticed by customers. Patches and applicable fixes are automatically deployed whereas new modules and features are released in an "off" position. Once released, the County can opt to turn them "on" at any time (or to keep them "off"). The County will receive advanced notification of new releases, and will be able to experiment with the new features and functionality in the stage environment before turning them on in the production environment.

All new enhancement releases are delivered with accompanying on-line help and release notes. Additionally, Accruent customer support will be available to assist the County with any technical issues related to new enhancements.

3.2.4 Proposed Modules and Descriptions

FAMIS Maintenance Management provides maintenance departments with a comprehensive and powerful system for managing corrective maintenance, preventive maintenance, alterations and renovations. The system automates the entire maintenance process from work identification to work completion.

An electronic routing feature ensures every activity is properly managed throughout the process. Numerous reports and graphs allow you to analyze this process and enables full visibility of your organization. The core maintenance functionality includes:

Self-Service Requests	Submit work requests from either a laptop or mobile device via a simple user interface, monitor the status of requests, and access other information electronically.
Work Order Management	Generate work order requests and route them for planning, estimating, or scheduling. View, enter, and report on time on all work orders or general labor.
Equipment/Asset Management	Maintain data for all assets, such as maintenance history, purchasing history and warranty data to improve repair-versus-replace decisions.
Preventive Maintenance	Define preventive maintenance requirements and create scheduled recurring work requests to automate processes.
Maintenance Projects	Group work requests into projects to report on a summary of performance and costs.
Vendor Management	Manage vendor information, such contract and compliance information and evaluation.
Job Cost Calculation and Cost Recovery	Capture all costs associated with a work order and bill those charges to one or more account codes on a percentage basis.
Approvals	Allow specific users to approve or deny the processing of work orders.

Workload Management	Manage staff workload by showing the availability and schedules of users.
Basic Inventory	Track the lifecycle of activities and costs associated with consumable inventory items.

3.2.5 Reporting Functionality

Within FAMIS, each module provides standard out-of-the-box management and transaction reports for accessing the live data related to the County's operations. Each report provides a wide array of data filters so that the report can effectively support individual decision-making requirements. All reports can be displayed in HTML for easy output to mobile devices or in a standard Excel format with the ability to extend reporting functionality using standard Excel tools for graphs, pivot tables and user-defined calculations.

The following is a selection of commonly used reports currently available within FAMIS Cloud:

- Request Summary - provides a high-level summary of all the requests that match the specified criteria, including basic financial information. This is the most widely used of the request reports and is often used to for budgeting or general activity analysis
- Request Problem Resolution - lists all work requests and provides information about the steps taken so far to resolve the issue. This report is an online report, in HTML format, and includes links to the request and the requestor's email address.
- Request Job Ticket Queue - lists all currently open work orders that match the specified criteria, sorted by date. This report provides a quick and easy "To Do List" of work requests that are currently in the job queue.
- Work Order Summary by Account - provides a list of billable work orders and allows you to verify the account and billing information. This report is often run before billing is run to ensure that all billable work orders are associated with the appropriate account.
- WO Estimates and Actuals by Request - displays estimated costs and actual costs for all closed work requests. This report allows you to compare actual costs to estimated costs for labor, materials, and other costs and examine the variance between the estimates and actuals.
- WO County By Type and Month – lists the number of work orders by work type.
- WO Response Time - report that calculates response time and completion times for each service request. The report also compares the actual response and completion times to service level agreements/targets.
- SLA Performance by Property - provides information about various metrics related to completion time and general performance by property. This report provides information on all work orders, but calculations are based only on completed requests.
- SLA Overdue Work Orders – lists overdue work orders.
- Performance by Property - report that aggregates various metrics related to completion time and general performance by location.
- PM Schedule Listing - provides information about basic schedule details, including frequency and recurrence pattern, procedures, location, work type, statement of work, estimated hours, as well as actual costs that are associated with each work order.

- Scheduled Work by Space - lists all of the PM schedules to be performed at each space over the course of a year, broken down by month.
- Asset Listing - provides a summary of all assets listed by asset name. Using this report, you can determine which assets are in use at each property, have not yet been scheduled for preventative maintenance, or have warranties that are about to expire.
- Asset Compliance - provides information about the scheduled preventive maintenance work requests associated with an asset in a particular month/year to determine whether the asset is being properly maintained and when waivers for preventative maintenance have occurred.
- Material Item Listing - The Material Item Listing report provides a summary of inventory items listed at the warehouses that serve County properties. Using this report, you can determine the number of items available at each warehouse and view the item's financial information.
- The Material Reorder List - list of all stock items that need to be ordered and the quantity needed to maintain set inventory requirements. Using this report you can determine any stock shortages and view required inventory levels.
- Time Card Hours by Employee - lists a summary of all hours worked during a specified date range, sorted by employee.

Additionally, the FAMIS dashboard views provide simple management summaries of key performance indicators with the ability to drill down from the summary data directly to the report detail and drill down from the report detail to provide the actual transaction record.

3.2.6 Mobile Technology Modules

FAMIS provides a wireless user interface designed for use on smart phones. From the Wireless View maintenance technicians can query assigned work orders, record labor, issue materials, and close work orders without having to return to their base of operations during the day.

3.2.7 Backup and Recovery

As part of the FAMIS Cloud subscription, Accruent provides a fully redundant warm Disaster Recovery (DR) Site. This site is run on a separate power grid from the production site and the backup occurs every fifteen (15) minutes. Should a disaster take place, there would need to be a propagation of the DR site and Accruent customers would need to access a new URL. Accruent's recovery time objective is eight (8) hours and a loss of up to fifteen (15) minutes of data may occur.

Additionally, Accruent can provide the County with backup copies and/or database restoration upon request. There would be a nominal fee to cover the effort from our hosting team to export the data.

3.2.8 Manuals and Documentation

Accruent provides documentation in the form of Electronic User Manual/User Guide /Procedure Manual, Job Aid/Tip Sheet/Quick Reference Guide, Online Help, and Release Notes.

3.3 Application

As a SaaS solution, Accruent administers the database and runs the software. There are no hardware costs or infrastructure expansion required at the County's data center as you add facilities, and the County's IT team is not responsible for managing security patches or annual upgrades as the software is hosted by the Accruent team.

3.4 Network

As a SaaS solution, FAMIS only requires a standard Internet connection with sufficient bandwidth to provide the performance desired by the County.

3.5 Data Security and Compliance

Accruent will maintain the SaaS Services at either an Accruent location or a reputable third party Internet service provider and hosting facility, where it is subject to commercially reasonable security precautions. Such precautions shall comply with industry standards for the type of information maintained and shall include but not be limited to procedures and measures to prevent unauthorized access to the SaaS Services and unauthorized use of and/or modification of County Data. However, the County acknowledges that, notwithstanding such security precautions, use of or connection to the Internet provides the opportunity for unauthorized third parties to circumvent such precautions and illegally gain access to the SaaS Services.

3.6 Business Process Requirements

Accruent's Professional Services team will work with the County's Facility Management team to review industry best practices and the County's Facility Management work flow and together they will work to deploy the system that meets the business's needs.

3.7 System Requirements

As a SaaS solution, Accruent administers the database and runs the software. There are no hardware costs or infrastructure expansion required at the County data center, and the County's IT team is not responsible for managing security patches or annual upgrades as the software is hosted by the Accruent team.

3.8 Data Conversion and Migration

3.8.1 Accruent Data Import

Accruent will provide the County with Excel-based data-gathering work books during project kick-off, which will aid in the gathering, coordination, formatting, conversion and training of system data points, to include the following:

- Item ID #
- Asset Name

- Type
- Status
- Building Name
- Room
- Unit Manufacturer
- Model #
- Serial #
- Unit Size (H ,D, W)
- Weight
- Vendor
- Purchase Date
- Asset Cost
- Install Date
- Life
- Warranty Info
- Employee Name
- Employee description
- Employee Hourly rate
- Employee ID#
- Building Addresses

3.8.2 Cleansing Data

Accruent's Project team will review the submitted data-gathering sheets and will apply validation tools to look for any anomalies in the submitted data that could cause data integrity issues.

3.8.3 Error Detection and Correction

The Accruent project team will report back to the County any anomalies that need remediation before data is imported into the system.

3.8.4 County Migration Responsibilities

The County's team will be required to place the required data for a successful launch into the spreadsheets provided by Accruent, and follow the agreed upon project standard to create clean and ready-to-load ("Load-Ready") files. The Load-Ready standards will be established in the beginning of the project process and will be signed off by the Accruent Project Manager and the County's Project Manager. Accruent will then take the data and perform one (1) iteration of the data conversion in the stage environment for validation by the County.

Upon sign off of the UAT data Accruent will then take the data and perform one (1) iteration of the data conversion in the production environment after the data has been validated in the test environment and has been formally accepted by the County, and prior to Go Live. If the County requires manual changes to data after it has been loaded to production, the County will perform those changes through the user interface with guidance by Accruent.

3.9 Network

All communication is encrypted using SSL (HTTPS) protocol.

4. Project Schedule

Cook County FAMIS Implementation	Project Tasks	Project Admin	Estimated Start Date*
Accruent Hours	351	88	
Weekly Project Administration (Status Updates, Scheduling)	-	30	April 4, 2016
Database Builds Role: Consultant	12	5	
Stage Database build	3	2	
Production Database build	3	2	
Stage Refresh (as needed)	6	1	
Demo, Scope & Schedule Role: Consultant	0	6	April 18, 2016
FAMIS Cloud Demo	-	2	
Review Scope of Work	-	2	
Review Proposed Schedule	-	2	
FAMIS Data Gathering (Reactive) Role: Data Technician	22	3	April 25, 2016
Review data gathering format, gap analysis	12	1	
FAMIS Gap Analysis Complete	-	-	
Client Data Gathering Team gathers reactive gap data (FAMIS team provides guidance)	10	2	
Reactive Data Gathering Deadline	-	-	May 16, 2016
FAMIS Data Loading (Reactive) Role: Data Technician	48	2	May 23, 2016
Accruent loads reactive data (1 st Iteration)	32	2	
Data cleanup/loading complete	-	-	
Post-load System Configuration	16	-	
FAMIS Training (Administrator) Role: Consultant	60	8	June 6, 2016
Product Walk-through / Refresher	8	2	
SysAdmin Training (Onsite)	12	1	
Logbook Train-the-Trainer (Onsite)	12	2	
Inventory Admin Training (Onsite)	14	1	
Asset Admin Training (Onsite)	14	2	
FAMIS Training (Staff) Role: Consultant and Training Assistant	80	10	June 20, 2016
Work Orders and Workflow Process	16	1	
Assets (Onsite)	16	1	
Procedures & Schedules (Onsite)	16	1	

Inventory (Onsite)	8	1	
Dashboard and Reporting Reporting (Onsite)	8	1	
Follow up Training Items (Remote)	16	5	
Client UAT (FAMIS Team provides guidance) Role: Consultant	16	2	July 11, 2016
Client Internal UAT	-	2	
Post-UAT System Configuration	16	-	
FAMIS Reactive Go-Live	-	2	July 18, 2016
FAMIS Data Gathering (PM Gaps & Additional Modules) Role: Consultant	22	4	August 1, 2016
Review FAMIS data gathering sheet, gap analysis	12	2	
FAMIS Gap Analysis Complete	-	-	
Client Team gathers PM/other gap data (FAMIS team provides guidance)	10	2	
PM/other Data Gathering Deadline	-	-	August 19, 2016
FAMIS Data Loading (PM) Role: Data Technician	54	2	August 22, 2016
Accruent loads data	34	2	
PM Data cleanup/loading complete	-	-	
Post-load System Configuration	20	-	
Client UAT (FAMIS Team provides guidance) Role: Consultant	21	4	September 5, 2016
Client Internal UAT	-	4	
Post-UAT System Configuration	21	-	
FAMIS PIM Go-Live Role: Consultant or Data Technician	-	5	September 9, 2016
Discuss Integration	8	2	September 16, 2016
Integration Analysis	8	2	
6-month Health Check Role: Consultant	8	3	March 13, 2017

5. Project Management Approach and Implementation Methodology

5.1 Implementation Methodology Overview

Project Prep & Launch: The County is assigned a project manager who coordinates the implementation process. The primary objective during these stages of the implementation is to plan and kickoff the project. After kick off Accruent's Project Manager will develop the project plan and communication plan in collaboration with the County Project Manager. The County project manager must agree to the Project Plan and Communication Plan. The Project Plan will provide the schedule of tasks and milestones to be delivered by both the County and Accruent to meet the scope of work for the implementation. The Communication Plan will document the project resources with contact

information and schedule/cadence for status calls and status report updates. Accruent conducts a product walkthrough and explains the data mapping process. Additionally, Accruent sets up the training, stage and production environments.

Design: Next, the County gathers the pertinent data and loads it into the Accruent data workbook provided by Accruent during the launch phase. Accruent and the County review this data, and the County along with Accruent will performs the appropriate data cleanup.

Build: Accruent works with the County to configure the stage environment. Additionally, Accruent loads data from the data workbook into the system using tools that automate the process and checks for errors in the data. Administrator and end-user training is conducted on administration and usage of the system.

Preview: In this stage of the project, Accruent provides support to the client during user acceptance review, workflows and data are further refined. Accruent and the County will jointly manage an issues log to record and address questions, defects and configuration items.

Deploy: In preparation for Go-Live, Accruent configures the production environment and loads data the approved data production environment. Accruent and the client execute against the cutover plan.

Go-Live/Steady State Transition: Accruent provides post Go-Live support and transitions the client to Accruent's support team.

5.2 Estimated Hours

Estimated total level of effort required by Accruent for the FAMIS Cloud Implementation is 439 hours.

5.3 Resources

5.3.1 Resource Availability

Accruent resources are not dedicated solely to the County during the engagement. While the Project Manager will be assigned and work with the County for the entire project that Project Manager will also be overseeing other projects with a SaaS deployment, the Accruent team is highly cross trained and can perform every function necessary to deploy the project. Accruent's Project Manager has the ability to utilize Accruent resources, as needed, to complete the project on time and within budget. The Project Manager has at their disposal: Functional Consultants to work on configurations of the application and business rules, Data Technicians to import the data and write the necessary script to clean data, and Training Assistants for additional training support

5.3.2 Accruent Team Roles and Responsibilities (Key Personnel)

Role	Description
<i>Project Manager</i> Location Estimate: 10% on-site, 90% remote. Allocation Estimate: 20%	Project manager is responsible for the day to day interactions with the County from the Kick off meeting all the way through to the support transition and project close. The

	<p>project manager is responsible for insuring all the necessary resources are available to meet the agreed upon project schedule.</p> <p>Project Manager is responsible for overseeing the total quality of the deployment and will act in the role of Functional Consultant and/or Data Technician if necessary.</p>
<p><i>Consultant</i> Location Estimate: 100% remote. Allocation Estimate: 20%</p>	<p>Works at the request of the Project Manager to fulfill the necessary functions to configure the system, review the County data, Quality Assurance review of the Data Technician's deliverables, perform product walk through, and attend preview sessions to remediate configuration concerns.</p>
<p><i>Data Technician</i> Location Estimate: 100% remote. Allocation Estimate: 35%</p>	<p>Works at the request of the Project Manager to facilitate the data validation, error handling, stage and production loads of the data as well as responsible for writing scripts to facilitate the addition or changes in data prior to go live. Is typically a senior member of the data team.</p>
<p><i>Database Administrator (DBA)</i> Location Estimate: 100% remote. Allocation Estimate: 5%</p>	<p>Work at the request of the Project Manager to build the application database for both stage and production environments. May also refresh the application database at the request of the Project Manager.</p>
<p><i>Training Assistant</i> Location Estimate: 100% remote. Allocation Estimate: 20%</p>	<p>Work with the Project Manager on a requested basis to assist in large scale on-site training engagements. This role could lead training as well as lend classroom support for those that fall behind during the sessions.</p>

5.3.3 County Roles and Responsibilities

The County will be required to provide a Project Manager who will be responsible for overall project management of the Implementation Services. The County PM responsibilities include:

Role	Description
<i>Project Manager</i>	<ul style="list-style-type: none"> ◦ Serving as the single point of contact to the Accruent Project Manager. ◦ Serving as the single point of contact to ensure decisions are made on all configuration setup as identified by the Accruent Project Manager.

	<ul style="list-style-type: none"> ◦ In partnership with Accruent, ensuring the Project Plan addresses the objectives of the implementation. ◦ Assembling and coordinating the County implementation team. This team will likely include both end users (operational SMEs) and data SMEs. ◦ Ensuring all implementation tasks are assigned to the appropriate County staff and that the agreed-upon due dates are met. ◦ Ensuring all materials, contacts, and data are provided to the FAMIS PM as requested to meet the agreed-upon implementation milestones. ◦ Ensuring all County staff members that will be using the system have been identified and are accounted for in the Training Plan and successfully complete the training. ◦ Handling all communication, notifications, and training coordination for the self-service tenants.
<i>System Administrator</i>	<ul style="list-style-type: none"> ◦ Handles the day to day activities of the database maintenance. Is the main contact for all internal questions regarding the system. Has direct access to all client facing administrative functions
<i>Subject Matter Experts (SMEs)</i>	<ul style="list-style-type: none"> ◦ Provides guidance and review of internal processes.

5.3.4 Project Team

Accruent's project team will be identified upon successful execution of this SOW. The County team should identify and include at a minimum (1) system administrator at the beginning who will ultimately own the day to day activities to successfully maintain the user interface data and workflow processes. The County should supply subject matter experts to be called upon as needed based on the modules being deployed.

5.4 County and Accruent Obligations

5.4.1 Project Manager

The County and Accruent will each provide a Project Manager who will be responsible for overall project management of the Implementation Services. The County and Accruent acknowledge that Cook County Project Manager and the Accruent Project Manager have the ability to plan and commit resources

(human and otherwise) that are necessary to execute the Project.

5.4.2 Risks and Issues (Jointly Managed)

The County and Accruent will be responsible for managing a risk and issues log, including timely update of the issues log during testing periods.

5.4.3 Resource Availability

The County will be responsible for ensuring appropriate levels of County executive and County project team resources will be made available to the Accruent project team to ensure successful completion of tasks by jointly developed timelines. If certain areas are identified as more complex than initially identified, additional County or Accruent resources may be requested to supplement the team in order to ensure timely delivery, which would be addressed separately under the Change Control procedures described in this SOW.

5.4.4 Testing

The County will lead and have primary responsibility for testing of configured application and complete any necessary data remediation in a timely manner with respect to project milestones and delivery dates.

5.4.5 Training

The County will be responsible for training end users that did not attend training courses.

5.4.6 Documentation

The County will be responsible for documenting any new internal policies, procedures, and processes surrounding the Accruent application.

5.5 Project Management

5.5.1 Project Plan and Timeline

In a FAMIS Cloud implementation project with the scope described herein, the project schedule typically lasts from 14-16 weeks, but is ultimately affected by a number of factors, including the ability of County resources to complete their obligations and deliverables according to the agreed upon project plan.

The County and Accruent will agree on a Project plan that identifies specific dates when Accruent and the County will perform the work described herein. This schedule assumes neither overtime, nor any work on weekends or Accruent holidays. The actual project start date will be subject to the availability of Accruent personnel as well as execution of this SOW by both the County and Accruent.

5.5.2 Milestone by Phase

- **Milestone 1 - Kickoff:** Project kickoff with County project plan signed off. Deliverable: Kickoff meeting completed and documented customer acceptance of Project Plan with Milestone dates and Communication Plan to include cadence and schedule for weekly status calls and reporting.
- **Milestone 2 – Design (Reactive):** Data workbooks complete, Configuration Mapping complete. Deliverable: Data workbooks completed and provided to Accruent.
- **Milestone 3 – Build (Reactive):** Data clean up complete, product walkthrough complete. Deliverable: Training sessions completed with customer sign-off and stage environment access provided to customer to begin UAT.
- **Milestone 4 – Preview (Reactive):** Preview review complete, Go Live plan finalized. Deliverable: County sign-off of UAT completion and documented go-live plan.
- **Milestone 5 - Go-Live (Reactive):** Data loaded to Production environment and configuration completed. Product system ready for County use. Deliverable: Accruent notifies County production is accessible and ready for production use.
- **Milestone 6 - Design (PM):** Data workbooks complete, Configuration Mapping complete. Deliverable: Data workbooks completed and provided to Accruent.
- **Milestone 7 – Build (PM):** Data clean up complete, product walkthrough complete. Deliverable: Training sessions completed with customer sign-off and stage environment access provided to customer to begin UAT.
- **Milestone 8 – Preview (PM):** Preview review complete, Go Live plan finalized. Deliverable: County sign-off of UAT completion and documented go-live plan.
- **Milestone 9 - Go-Live (PM):** Data loaded to Production environment and configuration completed. Product system ready for County use. Deliverable: Accruent notifies Cook County production is accessible and ready for production use.

5.5.3 Communication Plan

Accruent's Project Manager will work with the County Project Manager on agreed upon communication plan to ensure proper communication is maintained through-out the duration of the project. Communications can include, but are not limited to email, phone calls, meeting agendas, meeting minutes, and status reports.

5.5.4 Project Status Reporting

Accruent's Project Manager will provide Project Status reporting per Accruent's PMO protocols and must work with the County Project Manager if additional reporting requirements are needed. A sample Project Status Report is attached as Appendix B.

5.5.5 PMO Administration

Accruent PMO Administration includes the following items:

- On-Site project kickoff meeting
- Project meetings (weekly remote and on site)
- Establish and refine scope (on site)

- Product walkthrough and planning sessions (on site and remote)
- Prepare Project and Training Plan
- Project tracking via Accruent's PMO office standards (risk logs, change management, project status and budgets)
- Support project lead

5.5.6 Risk and Issues Management

Risk and Issue Management is managed jointly between Accruent's Project Manager and the County Project Manager. Accruent will use Accruent PMO protocols for risk and change management. A sample Risk and Issues Log is attached as Appendix C.

5.5.7 Deliverable Acceptance Process

During each phase of the project. Accruent's Project Manager will work with County staff to gain sign off as appropriate during each milestone. The Deliverable Acceptance Form and process are set forth in Appendix A.

5.5.8 Change Management Process

5.5.8.1 Change Management Plan

Accruent will create a Change Management Plan and will work with the County to agree and/or make the necessary modifications. This document outlines the method by which changes can be requested and approved within the system. Accruent will work with the County to develop a Change Control Board to manage change requests and make decisions as to which changes to pursue. The Change Management Plan will govern how the project team approaches change requests.

Change Request Process: This section outlines how changes can be requested, how requests are identified as changes, who may request changes and of what kind, prioritization of change requests, handling conflicting request, how change requests will be processed prior to presentation to the Change Control Board, and where necessary, to the County's Chief Procurement Officer.

Estimation Process: This section outlines the estimation process by which a change will undergo as part of the change process. For example, typically a change request will be categorized by level of complexity and number of modules or feature sets impacted. From there a determination to proceed will be conducted and then a detailed estimate will be produced. This section also would outline the format for detailed estimates.

Hold Process: This section outlines what types of change requests would require a full or partial work stoppage and how that work stoppage would be conducted.

Approval Process and Artifacts: This section outlines the approval process for the change and the artifacts that would result from an approval as well as a negative report (denial) for a change request.

5.5.8.2 Change Management Process and Change Orders

All changes that affect the Statement of Work in the contract shall be handled using the following process. These changes include:

1. Modifying deliverables such as data conversion development;
2. Eliminating deliverables, such as removing interface development;
3. Scope Change Management;

The project team shall manage the scope in order to minimize amendments or modifications. In the event of a change in scope or delay beyond the vendor's control, the Project team shall discuss the impact with the County before proceeding. Any significant material change to the project scope or material delay beyond the vendor's control shall be escalated to County management within five (5) business days of a missed deadline and/or impacted deliverable. If the parties agree a scope change is warranted the County shall then follow its amendment and modification process and shall be executed by the County's Chief Procurement Officer. If the County requests additional work, work shall be priced at the contractual rates.

As a basic process the following procedure outlines the steps in managing these changes.

1. A need, or opportunity, to change is recognized.
2. Create and submit a change request to the Accruent and County Project Managers.

5.5.8.3 Change Requests

The Change Request should contain the following information at minimum:

1. Specific item(s) to change
2. Anticipated impact of the change to the timeline and cost.
3. Anticipated impact of not changing
4. Evaluation of Change Request
5. Change approved or rejected
6. Communicate decision(s) to affected parties
7. Approved changes implemented
8. Project documentation updated
9. Change Order Process

All requests for changes to the project (as outlined in this SOW) must be documented via the aforementioned Issue Resolution and Decision Making Process. When out-of-scope functionality is requested, it will be documented in the County's provided project team site via a change order form and include, at a minimum the following:

1. Submitter
2. Date of submission;
3. Reason for the change;
4. Benefits of the change

Change orders will be reviewed by the County and Accruent Project Managers and, upon approval, passed on to the Project Team for review. The status of change orders will be logged on the project site (which will be setup by the County's SharePoint environment). The creator of the request will be notified when a change order has been approved, rejected or additional information has been requested by the Project Team.

Change orders that are agreed upon by the parties to be out of scope shall be addressed via a separate contract. The Steering Committee is required to sign off and any and all timeline and/or financial change orders. All changes requiring additional cost to the County shall be handled through negotiating an amendment with Accruent. These changes include the purchasing of additional services such as additional data conversion development. The Accruent Project Manager will work with the County's Project Manager to meet all cost and performance reporting requirements.

Executive sponsorship of this project is essential. Accordingly, a Steering Committee will be put in place to assist with critical design and procedural decisions.

5.5.9 Organizational Change Approach

Accruent's Professional Services staff will be assigned to the project at the start and will remain with the project during the duration of the assignment. The appointment, removal and replacement of any person will be determined by Accruent's Director of Professional Services. If the County requests removal or replacement of any person during the project, Accruent's Director of Professional Services will work with Cook County to document the reasons and Accruent's Professional Services Director will then determine if a replacement is needed and make the appropriate changes to insure a smooth transition the duties.

5.6 Deliverables

See Section 4 ("Project Schedule"). Accruent will be delivering out-of-the-box solution. During the Kickoff Meeting and other sessions workflow configurations may be needed to be performed. Accruent's Project Manager will work with the County to establish the appropriate workflow and configuration flags to insure the highest ROI.

5.7 System Setup, Configuration and Development

5.7.1 System Configuration Procedures

Accruent will provide General System Configuration (remotely), which will include configuration of Production and Stage environments for:

1. Work types/subtypes (Workflow)
2. Workflow groups: activity groups, asset groups, asset classes, project manager, work order billing, SLA setting, etc.
3. Configure maintenance project functionality
4. Configure parent/child functionality
5. Analysis of property spaces, users, notification rules
6. Determine security profiles
7. Email response codes
8. Basic reporting
9. Chart of accounts
10. Final configuration review

5.7.2 Deliverables

1. Validation that the configuration items listed in Section 5.7.1 are functionality properly in the Product and Stage environment
2. Work types/subtypes
3. Workflow groups: activity groups, asset groups, asset classes, pm, work order billing, SLA setting, etc.
4. Configure maintenance project functionality
5. Configure parent/child functionality
6. Analysis of property spaces, users, notification rules
7. Determine security profiles
8. Email response codes

5.8 Quality Assurance

Throughout the implementation process, FAMIS Professional Services audits the data being imported into the system during the conversion process. Accruent will review with the County any import issues and work with the County to resolve discrepancies using best practices. The three main areas for Quality Assurance review prior to converting the data into the production environment are:

- **Design** – Accruent’s Functional Consultant will use Accruent’s data conversion scripts to import the County supplied data. Accruent will provide to the County all necessary data gathering templates to facilitate the import of data into the FAMIS Cloud Systems. A pre-review of the data gathering templates is done at this point and any data mapping issues will be discussed and returned to the County for review and for the County to perform the appropriate data cleanup in a timely fashion.
- **Build** – Accruent’s Functional Consultant works with the County to configure the Preview and Production environments. It is at this point Accruent will load the cleansed data into the preview system using proprietary Accruent tools that automate the process and check for any remaining data errors.
- **Preview** – Administrator and workflow training is conducted at this stage to facilitate the County’s review of the configured system in the stage environment. The County will then in a timely fashion perform an end-to-end review of the agreed upon subset of data imported into the Preview system. Accruent’s Project Manager will work with the County to correct any data mapping issues and refine workflow processes in preparation for a final load to production. If OOTB functionality is discovered to have defects during the preview process they will be entered into the Accruent tracking system for triage and remediation. Accruent’s Project Manager will review and coordinate prioritization with Product Management team and fix accordingly.

5.8.1 Unit Testing

The Project Plan will include validation to be performed by Accruent and UAT to be performed by the County to ensure complete testing of application configuration and workflow functionality against County requirements prior to production go-live.

5.8.2 Integration Testing

There are no integrations being delivered with this SOW.

5.8.3 User Acceptance Testing

Accruent's Project Manager will work with Cook County to provide a subset of data within the Stage environment where both Accruent and Cook County will work through the determined workflow, usage procedures and operating procedures are ready for production roll out.

5.9 Knowledge Transfer and Training

5.9.1 Formal Training Approach

Accruent's training goals are to empower the County by creating product experts within the County's staff. Training throughout the implementation consists of two primary types: Administrator and Train-the-Trainer.

5.9.2 End User Training

Accruent will provide two trainers for five (5) days of on-site staff. This training will cover the following topics:

- FAMIS work orders and work flow process
- FAMIS assets, knowledge and schedules
- Inventory training
- Dashboard and reporting

Note: The Accruent Project Manager will work with the County's project manager to develop the training schedule and the number of classes and type of classes to be taught. If additional training is needed it can be arranged at T&M.

No customized training materials are included as part of this scope. See Sections 9 and 10.4 for details of materials which will be made available to the County.

5.9.3 Admin Training

Accruent will provide remote and on-site administrator training for up to three (3) system administrators. This training will cover the following topics:

- Product walkthrough
- Administrator (general, work order, logbook, company, user)
- Inventory administrator
- Asset administrator

Note: The County has a designated administrator(s). The estimated hours are for guidance only related to configuration. All actual configuration work will be done by the County's administrator as part of administrator training with the guidance of Accruent. All administrators will attend classes together,

training will not be individualized. The County is responsible for training any admins that did not attend the mutually agreed upon sessions.

5.9.4 Knowledge Transfer Responsibilities

Knowledge transfer responsibilities to County personnel will be done by the County. Accruent uses a Train-the-Trainer approach for all aspects of the system that are the responsibility of the County after project conclusion. Accruent will train up to ten (10) subject matter experts who will then be tasked with communicating workflow and system usage practices to County personnel.

5.9.5 Training Plan

The FAMIS Cloud Implementation Project will consist of:

- Remote and on-site Administrator Training for up to three (3) System Administrators
- On-Site Staff Training – five (5) days on site training with two Accruent trainers.

5.10 Transition Cutover Approach

5.10.1 Deliverables and Responsibilities

As a cloud based system, cut-over will be mutually determined when the County will start using the new system. Accruent's project team will be with the County up to thirty (30) days after first material use of the production system and then will transition the administrative team over to Accruent's support department. Six (6) months after transition to support, Accruent's Professional Services team will contact the County administration team to schedule a time to perform an eight-hour optimization analysis. At that time, Accruent will also perform a system usage and work process compliance review of work orders and workflow processes; a review of asset, knowledge, schedule compliance; a review of the inventory adoption process; and an administrative process review.

5.10.2 Go-Live and On-Site Rollout Support

As a SaaS system, FAMIS is not deployed on County servers. Accruent configures the County's production environment and loads the data into the production environment prior to Go Live, during the Deploy stage of implementation. Local Accruent resources can be on site during roll out if requested. Go Live should happen within days of the final training to ensure concepts and workflows are remembered and become part of the County's routine.

6. Support and Maintenance

6.1 Managed Services Support

See Accruent Customer Support Policy, attached as Appendix E.

6.2 Support Agreement

See Accruent Customer Support Policy, attached as Appendix E.

6.3 Help Desk Services and SLAs

Within our standard product package, we provide live and online support. With this level of support, the County receives:

- Unlimited telephone support for up to 6 primary contacts
- 4x7x365 access to the Customer Support Portal (enter cases, track status, browse Knowledge Base)
- Free updates and upgrades (all services for applying patches and upgrades are included)

See Accruent Customer Support Policy, attached as Appendix E.

6.4 Help Desk Information

See Accruent Customer Support Policy, attached as Appendix E.

6.5 Escalation Procedure

See Accruent Customer Support Policy, attached as Appendix E.

6.6 Support Reporting

The online portal allows access to all past support case data in the form of reports for the customer to review at any point in time.

6.7 Stage and Training Environment Refresh

Accruent will refresh data in the Stage and/or Training environments at the County's written request. A five (5) calendar day lead time will be required before performance of the data refresh.

6.8 Backup and Disaster Recovery

Accruent's standard disaster recovery service is included in the County's SaaS Service fees. In the event a disaster is declared Accruent will initiate the Accruent disaster recovery process and shall use commercially reasonable efforts to resume access to the County's environment at Accruent's alternate data center facility in accordance with Accruent's recovery time objectives.

See Accruent Service Level Attachment, attached as Appendix F, for more information related to

Accruent's recovery time objectives.

6.9 Contract Performance Review and Acceptance

The following are the steps for Final Contract Performance review and acceptance:

- Accruent shall schedule a close out session 60 months after onsite support period ends.
- Accruent shall include in this meeting representatives from each business area and the Executive Steering Committee.
- Accruent shall establish the recurring Contract Performance Review schedule. Accruent shall review contract performance quarterly during the years of support and maintenance.
- Accruent shall prepare a Declaration of Satisfaction Form/Report
- Accruent shall confirm the Go-Live dates and system warranty expiration date based on contract terms.
- Accruent shall abide to the following performance metrics:

Contract Performance Criteria	Description – acceptance criteria	Acceptance via
1. System reliability;	System architecture supports automatic load balancing, mirroring, and automatic failover to backup location.	Form signed by PM and Project Sponsor (or emailed approved).
2. System functionality;	System requirements traceability to implemented functionality using the SRM as the basis for PM review.	Acceptance Form signed by PM and/or Project Sponsor (or emailed approved).
3. Critical data is available in the new system;	Data in the existing "in scope" databases listed in the scope and assumptions is successfully migrated to the new system, and seamlessly integrates with all other system components.	Acceptance Form signed by PM and/or Project Sponsor (or emailed approved).
4. Project transition;	Vendor submits all acceptance forms for all deliverables – as accepted and signed at each phase, including UAT signed forms.	Acceptance Form signed by PM and/or Project Sponsor.
5. Budget and schedule;	Key deliverables were executed on time and on budget. Project costs were contained to/about the originally agreed amount. A final report should be presented for signoff.	Final Report signed by PM and/or Project Sponsor.

7. Payment and Pricing

7.1 Payment

Invoices must conform to the terms set forth in Article 5, Section (b) of the Professional Services agreement.

7.1.1 Professional Services

The one-time fee of \$2,400 for Database Setup will be invoiced upon execution of this Agreement. In accordance with Sections 7.2, the County shall pay for Professional Services by Deliverable. Upon the County's Acceptance of any Deliverable or Milestone set forth in Section 7.2 (see Appendix A: Deliverable Acceptance), Accruent will submit an invoice to the County in the amount of the costs of the Deliverable. The total amount of the invoice must not exceed 115% of the estimated fee set forth in Section 7.2. The total amount for all Professional Services performed under this Agreement shall not exceed \$103,730.

The one-time fee of \$2,400 for Database Setup will be invoiced upon execution of this Agreement.

7.1.2 FAMIS Maintenance Management Fees

Accruent shall submit an annual invoice to the County for the amount of FAMIS Maintenance Management SaaS Service Fees. The first annual fee (\$104,500) shall be invoiced upon execution of an Order Document between Accruent and the County.

7.1.3 Data Transfer and Additional Services

Accruent shall submit a monthly invoice to the County for the amount of any fees for data transfer as set forth in Sections 7.4 ("Payment for Data Transfer") or Additional Services Fees approved pursuant to Section 7.5 ("Additional Services").

7.2 Implementation Payment Schedule

Deliverables	Hours (Est.)	Payment	Acceptance
Infrastructure Services One-Time Fee See Section 7.1.1 for detailed information	12	\$2,400	
Milestone 1: Kickoff Fee: Ten percent (10%) of the Fee Summary, or Nine Thousand Two Hundred Sixty Dollars, (\$8,780)		\$8,780	Kick-off meeting completed. County acceptance of Project Plan with Milestone dates and Communication Plan
Milestone 2: Design (Reactive) Fee: Ten percent (10%) of the Fee Summary, or Nine Thousand Two Hundred Sixty Dollars, (\$8,780)		\$8,780	Data workbooks completed, Configuration Mapping Completed with County signoff
Milestone 3: Build (Reactive) Fee: Twenty Five percent (25%) of the Fee Summary, or Twenty Three Thousand One Hundred Fifty Dollars, (\$21,950)		\$21,950	Data clean up completed, Product Walk through completed. Training sessions completed with County signoff
Milestone 4: Preview (Reactive) Fee: Five percent (5%) of the Fee Summary, or Four Thousand Six Hundred Thirty Dollars, (\$4,390)		\$4,390	Preview review completed, Go Live plan finalized. UAT completed with County signoff
Milestone 5: Go-Live (Reactive) Fee: Five percent (5%) of the Fee Summary, or Four Thousand Six Hundred Thirty Dollars, (\$4,390)		\$4,390	Data loaded into Production environment and configuration completed. Verified with County signoff
Milestone 6: Design (PM) Fee: Ten percent (10%) of the Fee Summary, or Nine Thousand Two Hundred Sixty Dollars, (\$8,780)		\$8,780	Data workbooks completed, Configuration Mapping Completed with County signoff

Milestone 7: Build (PM) Fee: Twenty Five percent (25%) of the Fee Summary, or Three Thousand One Hundred Fifty Dollars, (\$21,950)		\$21,950	Data clean up completed, Product Walk through completed. Training sessions completed with County signoff
Milestone 8: Preview (PM) Fee: Five percent (5%) of the Fee Summary, or Four Thousand Six Hundred Thirty Dollars, (\$4,390)		\$4,390	Preview review completed, Go Live plan finalized. UAT completed with County signoff
Milestone 9: Go-Live (PM) Fee: Five percent (5%) of the Fee Summary, or Four Thousand Six Hundred Thirty Dollars, (\$4,390)		\$4,390	Data loaded into Production environment and configuration completed. Verified with County signoff
Total Implementation Services	439	\$87,800	
TOTAL IMPLEMENTATION AND INFRASTRUCTURE SERVICE COSTS:	451	\$90,200	

7.3 FAMIS Maintenance Management Fees

MODULES		First Annual Fee:
FAMIS Cloud Licensed Modules	FAMIS Maintenance Management	\$104,500
	Stage Database	Included
Storage: Up to 10 GB for document and attachment storage: unlimited for Cook County electronic information (excluding documents and/or attachments) stored and processed via the SaaS Services Additional storage available in blocks of 1GB: \$120/yr		**Included**
Updates: Accruent enhances the SaaS Service from time to time and will provide Cook County with access to such enhancements without additional charge.		**Included**

Product Support: Accruent will provide phone and email product support for the Famis Cloud Licensed Modules ("Product Support") for up to 6 designated Cook County personnel between 8:00am ET and 8:00pm ET.				**Included**	
Total First Annual Fee				\$104,500	
All fees exclude any applicable taxes					
Maximum Annual Increase to Fees During the Committed SaaS Term:			Seven percent (7%)		
Maximum Annual Increase to Fees During the Extended Term:			The greater of CPI or seven percent (7%)		
	Committed SaaS Term			Extended Term (optional)	
Period:	Year 1	Year 2	Year 3	Year 4	Year 5
Subscription Fee:	\$104,500	\$111,815	\$119,642	\$128,017	\$136,978

7.4 Payment for Data Transfer

The County may elect for Accruent to provide data transfer services at the termination or expiration of the Agreement, as set forth in Exhibit 6 ("SaaS Agreement"), Section 12 ("Data Transfer"). The parties shall agree and set forth in a separate schedule compensation for all costs associated with the data transfer. In the event that the parties cannot agree on the terms of compensation, Accruent shall perform data transfer services at the rates set forth in Section 7.6 ("Accruent Rate Card").

7.5 Additional Services

The County's designated project manager must provide prior written approval for all non-scoped work to be performed by Accruent. The County shall apply Accruent's rate card listed in Section 7.5 to determine the fees for the Additional Services.

7.6 Accruent Rate Card

Below hourly labor rate card will be applied for any additional services. No work shall be performed without a written approval from the County.

#	Role	Hourly Rate
1	Sr. Project Manager	\$200
2	DBA and Solution Architect	\$200

3	Sr. Solution Architect	\$200
4	Sr. Engineer	\$200

8. Service Level Agreements

See Appendix F, Service Level Attachment.

9. Final Documentation

9.1 Closeout Documents

Accruent will provide documents in accordance with agreed upon County EPMO and Accruent PMO protocols.

9.2 Lessons Learned

Accruent will provide a final session, before support hand off, of lessons learned during the process and expectations going forward.

10. Project Assumptions

10.1 Go Live

Go Live is defined as when Accruent notifies the County that the system is available to begin making data edits in the production environment. Go Live will occur after the reactive maintenance data has been uploaded to the production environment and after the training has been substantially completed and in accordance with the agreed upon project plan.

10.2 Health Check and Optimization

Accruent will work with the County to schedule a remote health check approximately six (6) months prior to Go Live. During the health check Accruent will work with the County to measure the effectiveness of the system in meeting the County's requirements and identify any necessary changes to

the system configuration. The following system components will be reviewed:

- FAMIS work orders and work flow process
- FAMIS assets, knowledge and schedules compliance
- Inventory module adoptions review
- Administrative process review

Any changes to the system configuration may require an amendment to this Agreement

10.3 Training

Fees for training are based on Accruent's standard training curriculum. Accruent's courses are taught at the pace of the students and are interactive. Depending on each person's role within the system, the County and Accruent will identify and determine class schedule and attendees. Standard curriculum will cover the modules procured and training will include the following items:

- Logbook: how to create a work order, how to update a work order, how to add labor, materials, other costs.
- Asset: how to create, how to update, how to search for an asset, how to view an asset, how to run reports, how to add documents.
- Schedule: how to create, how to find, how to update, how to run reports.
- Knowledge: how to create, how to find, how to run reports.
- Company: how to Create, how to find, how to run reports.
- Inspections: how to create, how to update, how to run a report.
- Timecard: how to create, how to update, how to run a report.
- Inventory: how to create, how to Find, how to run a report.
- Dashboard: how to view and navigate and interpret the views.
- Administrator: how to modify drop downs, how to add objects to the system, how to update items in the system, how to create and modify business rules.

Customized training and materials are available, not in scope, and are priced separately. If additional services for training, configuration, or conversion are needed, they can be arranged at Time & Materials at the current rate upon request under a separate written agreement.

Accruent will use a Train-the-Trainer approach and will train up to ten (10) trainers, as well as perform on-site trainings at Cook County in downtown Chicago for the County's administrative staff. The training will be hands on training. The County will provide a room that is equipped with computers that are connected to the internet and hold up to twenty-five (25) students. After the initial training if additional training by Accruent is needed, it can be arranged at the current rate, upon request, under a written agreement. The Accruent Project Manager will prepare a training plan of actual training classes and quantities based on the fee budgeted and the number of County employees that need to be trained on each topic

10.4 Documentation

All operational manuals are embedded within the application. Additional knowledge articles and white

papers will be found within the support portal and access will be provided upon support hand-off at the close of the project.

10.5 Travel and Expenses

No travel is contemplated under the Agreement. The parties agree that Accruent will perform all services, including training, on site through local personnel or remotely. Accruent will coordinate with the County, and the County will provide Accruent with full cooperation, to ensure the availability of local Accruent personnel to conduct all onsite training sessions provided pursuant to this Agreement. Implementation Services presented are based on providing all Professional Services via the phone, internet, email and will take place from Accruent facilities unless otherwise stated in this statement of work to be performed at the County's location.

10.6 Accruent Holidays

Accruent Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Thanksgiving Friday, Christmas Eve, Christmas Day and three floating holidays.

10.7 Cooperation

The County acknowledges that its timely provision of and access to offices accommodations, skilled personnel, facilities, equipment, assistance, cooperation, complete and accurate information and data from its officers, agents, and employees, and suitably configured computer products (collectively, "Cooperation") are essential to performance of any Services as set forth in this SOW. Accruent shall not be responsible for any deficiency in performing Services if such deficiency results from the County's failure to provide full Cooperation. The County agrees to allow Accruent to post, at a site at which Services are performed, any documents necessary for Accruent to provide Services in compliance with the law.

10.8 Ownership

The County acknowledges that the County acquires only the right to use the output of Implementation Services and Accruent shall retain sole and exclusive ownership of and all rights, title, and interest in the output of Services, including all copies and derivative works thereof. The Services hereunder are not "works for hire." All Services will be done remotely, unless otherwise mutually agreed upon.

11. Subcontracting

Accruent will not subcontract any services as part of this SOW.

12. Appendices

- A. Sample Deliverable Acceptance Form
- B. Sample Project Status Report
- C. Sample Risk and Issues Log/ Project Lessons Learned Document
- D. Sample Change Request Document
- E. Accruent Customer Support Policy
- F. Accruent Service Level Attachment

Accruent Software Modules – Generic description

Appendix A
Sample Deliverable Acceptance Form

DELIVERABLE ACCEPTANCE FORM

For
Client

Work Product Delivery Date: 31, January 2013

Approvals:

_____	_____
Client Project Manager Name	Date
Project Manager Client	
_____	_____
Accruent Project Manager Name	Date
Project Manager Accruent, LLC.	

Accruent requests that Client execute this Completion of Work form ("Form") in order to certify that the Services for Client ("Client") have been delivered by Accruent, effective as of Date above.

Please forward to Accruent an executed copy of this Form within five (5) days of the Date. Any requests by Client for additional modifications after this Form has been signed shall be considered a new effort and will require a new SOW.

COMPLETION OF WORK FORM

Completion of Work
For
Client

Work Product Delivery Date: 31, January 2013

Approvals:

<hr/> <p>Client Project Manager Name Project Manager Client</p>	<hr/> <p>Date</p>
<hr/> <p>Accruent Project Manager Name Project Manager Accruent, LLC.</p>	<hr/> <p>Date</p>

Accruent requests that Client execute this Completion of Work form ("Form") in order to certify that the Services for Client ("Client") have been delivered by Accruent, effective as of Completion Date above.

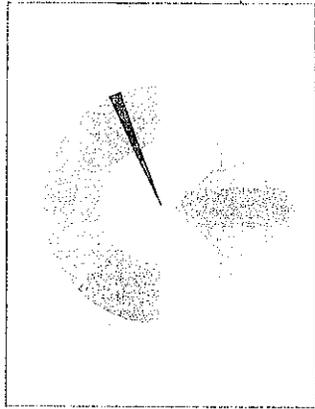
Please forward to Accruent an executed copy of this Form within five (5) days of the Completion Date. Any requests by Client for additional modifications after this Form has been signed shall be considered a new effort and will require a new SOW.

Appendix B
Sample Project Status Report

Project Name Here

Contract Type: Time & Material

OVERALL PROJECT HEALTH

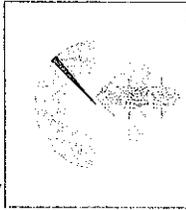


SCHEDULE



Comment:
Short comment goes in on these three lines. Not to exceed 40 chars/line to avoid overlap.

QUALITY



Comment:
Short comment goes in on these three lines. Not to exceed 40 chars/line to avoid overlap.

SCOPE



Comment:
Short comment goes in on these three lines. Not to exceed 40 chars/line to avoid overlap.

BUDGET



Comment:
Short comment goes in on these three lines. Not to exceed 40 chars/line to avoid overlap.

Customer logo goes here



August 12, 2015

Insert Title Here
Insert Title Here
Insert Title Here

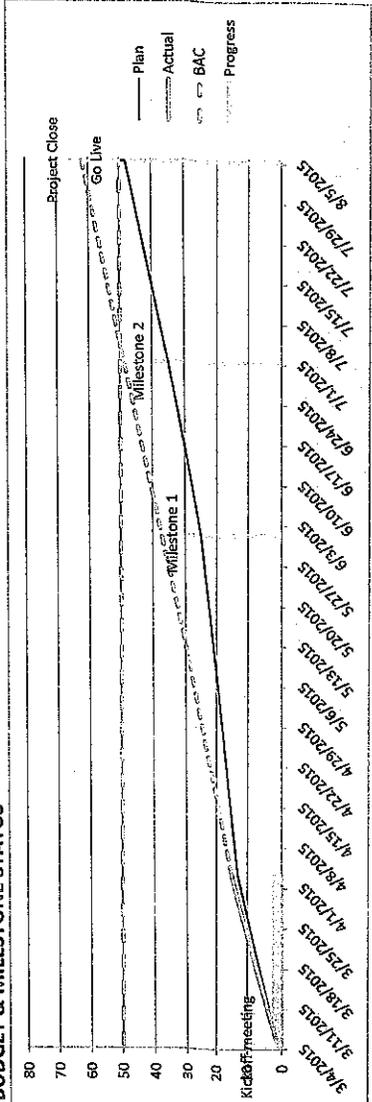
Start Date: March 4, 2015
End Date: August 5, 2015

Name(s)
Name(s)
Name(s)

GET TO GREEN ACTION PLAN

Action	Owner	Date Complete
Action goes in here	Name of owner	12/12/2014
Action goes in here	Name of owner	12/12/2014
Action goes in here	Name of owner	12/12/2014
Action goes in here	Name of owner	12/12/2014

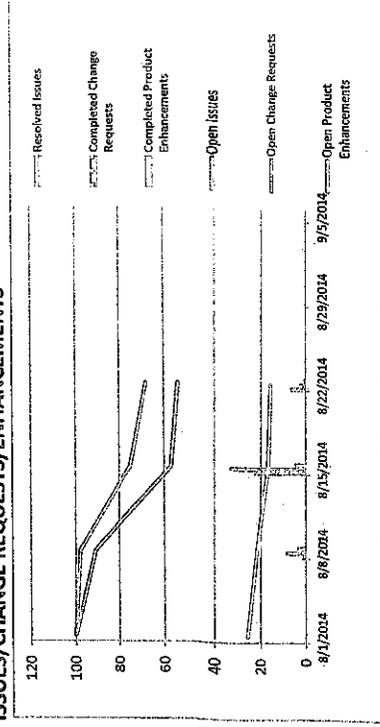
BUDGET & MILESTONE STATUS



Budget at Complete (k\$) 50
Actual Cost (k\$) 22

Estimate to Complete (k\$) 40
Estimate at Complete (k\$) 62

ISSUES/CHANGE REQUESTS/ENHANCEMENTS



Open Change Requests (k\$) 7
Closed Change Requests (k\$) 17

UPCOMING EVENTS

Key Date	Event	Project Impact	Owner
1/1/2015	What	How	Owner
1/1/2015	What	How	Owner
1/1/2015	What	How	Owner
1/1/2015	What	How	Owner

KEY IDENTIFIED PROJECT RISKS

Risk ID	Probability	Impact	Status	Description	Risk mitigation plan	Owner
0	0	0	0	0	0	0
0	0	0	0	0	0	0
0	0	0	0	0	0	0
0	0	0	0	0	0	0
0	0	0	0	0	0	0
0	0	0	0	0	0	0
0	0	0	0	0	0	0

ISSUES & PRODUCT ENHANCEMENTS (NON-BILLABLE)

Ticket ID	Opened	Plan Date	Status	Description	Action Plan / Next Step	Owner
0	1/0/1900	1/0/1900	0	0	0	0
0	1/0/1900	1/0/1900	0	0	0	0
0	1/0/1900	1/0/1900	0	0	0	0
0	1/0/1900	1/0/1900	0	0	0	0
0	1/0/1900	1/0/1900	0	0	0	0

CHANGE REQUESTS (BILLABLE)

Ticket ID	Opened	Plan Date	Status	k\$	Description	Action Plan / Next Step	Owner
SPS-xxxx	11/13/2013	11/14/2013	Open	1.0	Test	Short Description	Ticket Owner
SPS-xxxx	1/13/2013	1/2/2014	Open	2.0	Short Description	Short Description	Ticket Owner
SPS-xxxx	1/13/2013	1/1/2014	Open	3.0	Short Description	Short Description	Ticket Owner
SPS-xxxx	1/13/2013	1/1/2014	Open	5.0	Short Description	Short Description	Ticket Owner
SPS-xxxx	1/13/2013	1/12/2014	Open	10.0	Short Description	Short Description	Ticket Owner
SPS-xxxx	1/13/2013	12/1/2014	Open	3.0	Short Description	Short Description	Ticket Owner

Appendix C

Sample Risk and Issues Log/Project Lessons Learned Document

Appendix D
Sample Change Request Document

accruent

CHANGE ORDER DOCUMENT

Change Order Document # 001

GENERAL INFORMATION	
Customer:	Name of Client
Accruent Customer ID:	
Change Order Document Summary:	
Issue Date:	
Issued By:	Xxxxx Xxxxx, xxxxx@accruent.com, XXX XXX-XXXX

Client CONTACT INFORMATION					
Contact Type	Name	Address	E-Mail	Phone	Mobile Phone
CHANGER Order Document	Joe Smith	100 Main Street New York, NY XXXXX	Joe.smith@am.example.com	(999) 999-9999	(999) 999-9999

Scope Change Statement of Work

General Information:

- Per discussions during the Functional Project Meeting on Date _____ and based on my understanding of the additional information the Accruent Professional Services Manager anticipates that the additional data can be completed within the budgeted scope of the project. Below is the anticipated scope of additional services to be provided.
- The additional project services presented are based on providing all professional services via the phone, internet, and email.
- Accruent will track separately the hours of effort of the scope change and will reconcile hours and budget at the close of the project.
- Implementation hours that exceed original scoped hours will be charged at \$___ per hour T&M
- Additional fees will be invoiced as incurred.
- Client will provide the data in FAMIS Data Gathering format.
- The Professional Services Manager will make every effort to control the hours of effort and will provide notice in writing prior to hours being exceeded.

10801-2 N. Mopac Expressway | Suite 400 | Austin, TX 78759 | 512.861.0726

www.Accruent.com



Change Order Estimated Hours

Task Type	Task Description	Assigned To	Accruent Hours
Project Admin.	▫ Project Administration: ○ XXXXXX	Accruent	XX
Data / Conversion	▫ Data Gathering Coordination, Formatting and Conversion: ○ XXXXX (name the conversion) (limit the number of sheets to be provided) Note: This is an estimated amount based on general assumptions. The data can be loaded if the necessary information is provided in a usable electronic format. Although Accruent will be preparing the existing data for loading, some work from Client will be required to facilitate the data mapping and decisions relate to any missing data, setup options, or Client standards.	Accruent / Client	XX
Change order Estimated Hours			XXXX

Acknowledged and agreed by the duly authorized representatives of the parties.

Legal Name of Client company

Signature: _____

Print Name: _____

Title: _____

Date: _____

Appendix E
Accruent Customer Support Policy

Accruent Customer Support Policy

Policies & Procedures Governing
Accruent Maintenance & Support Offerings

June 2014

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The material in this manual is subject to change without notice and is provided “AS IS”.

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Introduction

Purpose

The purpose of this document is to detail the Accruent Customer Support Policy.

Customer Support policies are subject to change at Accruent's discretion.

How to Contact Us

Accruent Customer Support is looking forward to working with you.

We recommend that all support requests be submitted via the Customer Portal to enhance the process of reporting, tracking, and resolving requests. You can always find the most up-to-date contact information at <http://www.accruent.com/support>

Accruent Customer Portal

<http://www.accruent.com/support/support-portal>

- Easy-to-use online access
- Available 24x7 for submitting and/or reviewing cases
- Enables Support Engineers to quickly begin analyzing your issues
- Provides capabilities to track, view and update case history and status

If you are unable to access the Customer Portal, please use one of the methods below:

Via Phone/Email

Accruent Customer Support can be reached by email and phone specific to the product you are requesting Support for. Please see the list below for the contact information for your product line.

Accruent:

Telephone: 877.345.3999 ext. 1

Email: support@accruent.com

FAMIS

Telephone: 877.345.3999 ext. 2

Email: support@accruent.com

Siterra

Telephone: 877.345.3999 ext. 3
Email: support@accruent.com

360Facility

Telephone: 877.345.3999 ext. 4
Email: 360facilitysupportteam@accruent.com

Evoco

US & Canada: 800.274.5250 ext. 1
Mexico: 00.800.514.0342 ext. 2
UK: 0808.101.1341
Email: evocosupport@accruent.com

Expesite

Telephone: 877.345.3999 ext. 6
North America: 877.324.2604
Email: expesitesupport@accruent.com

Eligibility for Customer Support Services

As a customer, you can receive Accruent support services as soon as:

- The Accruent products are properly licensed by you and you have a current and valid maintenance contract with Accruent, and
- You are registered with Accruent Customer Support

Registering with Accruent Customer Support

Customer Support Contacts

Unless your contract with Accruent provides otherwise, you can designate up to three (3) customer support contacts within your organization. The contacts must be trained on the applicable products.

The role of the customer support contact for your organization is to serve as the first level of support for your users, to log support requests for everyone in your organization, and to be the sole point of contact for Accruent Support in case of a technical problem.

To avoid interruptions in support services, you must notify Accruent Support whenever the support contact responsibilities are transferred to another individual.

Registering Your Customer Support Contacts

To register your support contacts, send the following information to support@accruent.com with the subject "Customer Portal Contact Request:[Company Name, Contact Name, Job Title, Email Address, Primary Phone Number, and Work Address]"

Customer Maintenance Services

Software Updates

"Updates" are subsequent releases to the software you have purchased that Accruent makes generally available to its current Maintenance customers. Updates include major and minor subsequent releases of the software, service packs, hot fixes or error corrections, as well as software documentation updates. Updates do not include optional, additional or future products that Accruent licenses separately.

Updates are provided when available, and Accruent is under no obligation to develop any future software or functionality.

Technical Support

Technical support consists of remote assistance with support requests and includes portal, email and phone support during standard business hours. Accruent's standard business hours are 8AM – 8PM EST, except for holidays observed by Accruent. Holidays are posted on the Customer Portal.

Technical support is provided for problems that are demonstrable in the current and supported Accruent releases, running unaltered on an appropriate hardware and operating system configured as specified in the Accruent documentation. Accruent shall only be obligated to provide support for the software as delivered by Accruent. Accruent shall have no obligation to provide Maintenance for any software that has been altered or modified by any party, other than Accruent.

If customer does not properly follow documented procedures and requires more than five (5) support calls in connection with a single support request, Accruent reserves the right to charge hourly support fees in accordance with Accruent's then-current consulting rates.

Preparation for Logging a Customer Support Request

Before contacting Accruent Support, please follow the process provided below:

- Ensure that you have been registered as an Accruent customer support contact.
- Review the product documentation, including troubleshooting instructions.
- Ensure that you have a supported system configuration.

- o Document all pertinent information regarding your deployment, such as: Product name and version, hardware, operating system, and database, and description of the problem.

Provide a thorough description of the issue:

Issue - Complete description with as much detail as possible.

Steps to Reproduce - Include all pertinent steps leading to issue and the details (Job Title and User Class) of the user experiencing the issue. Please also note if this is happening consistently or sporadically, the frequency, and if it is happening for one user, all users with a similar attribute (Job Title, User Class, etc.), or all users.

Triage Details and Timeline – Including date and time, list the steps the customer contacts have taken to review the issue in chronological order, starting with any changes/updates made leading up to the issue and everything done to review the issue. Include alternate scenarios or users tested, other environments, changes to configuration, etc.

Environment Information – List the environments that the issue is occurring in. Also provide ANY and ALL changes that have been made in the environment since the last time the scenario worked without an issue, and any other special notes about the environment in which the issue is occurring.

Impact to Business – Provide a clear description of impact to the business including as applicable, # of users impacted, # of processes impacted, data impacted, financial impact etc.

Workarounds – List all possible workarounds you have identified and the opinion on viability of each workaround.

Attachments – List all attachments including screenshots, log files, etc. and any notes the customer contact has on the files, errors, etc.

Accruent Case Severity and Response Times

The Accruent Support Engineer will classify your support request **Severity** based on the following criteria.

Severity	Definition	Response Time – Saas & Hosted Products	Response Time – On Premise
1	Critical issue that results in a complete system outage or major application failure, which prevents the customer from performing a critical business process that has immediate financial impact or impact to data integrity. There is no workaround available. Remedial action shall begin within four hours of delivery of notice of the problem and shall continue until temporary repair, workaround or final remediation is in place.	1 hour	1 business hour
2	Serious issue that prevents the execution of a critical	4 hours	4 business hours

	business process, causing disruption of a major business function. It is causing serious impact on daily functions or processing and there is no acceptable workaround. Remedial action shall begin within eight hours of delivery of notice of the problem and shall continue until temporary repair, workaround or final remediation is in place.		
3	Issue that does not prevent the execution of a critical business process and does not impact data integrity. The problem may be circumvented using an available workaround.	2 days	2 business days
4	An inquiry and/or low system/business process impact issue. Examples include cosmetic defects on screens, errors in documentation or an enhancement request.	3 days	3 business days

Definitions

Response Time

Response time is the time it takes to communicate to the initial contact on a support request and assumes the support request was properly filed based on the above Preparation section. Response time is not a resolution goal and should not be interpreted as a guarantee of service.

SaaS Product/Cloud Product

Software that is owned, delivered and managed remotely by Accruent for use by a customer on a subscription basis.

On-Premise Product

On-premise software is installed and run on computers on the premises (in the building) of the person or organization using the software. The hosting and hardware maintenance for the environment are generally the customer's responsibility.

Hosted Product

On-premise software that is hosted and managed by Accruent, thereby making the environment similar to that of SaaS.

Product Life Cycle

Product Release Definitions

For Accruent SaaS products, the product numbering format is used for internal purposes only due to the nature of product upgrades for these products. For major product updates, an email will be sent to the primary contact on file for all customers notifying of the update date and time. The email will also contain a link to the release notes for the specific release and notice of any expected downtime as a result of the upgrade.

For the Accruent on-premise products, the product release numbering format varies according to product line. The Accruent product line uses a four-segment numbering scheme to designate released versions of software. The format is VV.RR.SS.BB, where V indicates the version, R indicates the release level, S indicates the service pack level and B indicates the build number.

The FAMIS on premise product uses the following five-segment numbering scheme: GG.VV.SS.BB.HH, where G indicates the product generation, V indicates the version, S indicates the service pack level, B indicates the maintenance release level and H indicates the hot-fix number. The build number is listed with every product release and is used internally by Accruent to map each product release to a specific internal build identifier. The build number is also used to track maintenance releases.

Types of Releases:

A **major release** indicates major enhancements to product functionality.

A **minor release** is provided to introduce enhanced functionality on a smaller scale.

A **service pack** is intended to provide a combination of minor enhancements, a roll-up of all previous maintenance releases and additional bug fixes.

A **maintenance release** is produced to roll out resolutions to a number of issues that have been identified in the released product version.

In addition to maintenance releases, Accruent may from time to time release software patches, known as **hot fixes**, specifically intended to address "system down" or "system unusable" severity 1 or 2 issues.
Hot fixes

Lifecycle

The Accruent SaaS products are updated periodically, and that update is applied to all instances of the SaaS product at the same time. As a result, there is no access to or support of older versions after the update takes place.

Accruent will support the current release of the SaaS product as per the SaaS support policies and may, at its discretion, decide not to sell additional SaaS products at any time. Accruent shall post notice at least 60 days in advance, should it decide not to sell additional versions of a particular SaaS product. Accruent will continue to make the current release of the SaaS product available and provide support for it for a minimum of 12 months from the date of the notice.

For our on-premise products, Accruent periodically releases versions of its products to provide greater functionality and features and maintenance and patch releases of these products to enhance their reliability. As a result, it is generally in the best interest of our customers to move to the newest version of our products. At some point, it is no longer feasible for Accruent to support outdated versions of its products. Accordingly, Accruent will eventually discontinue support of earlier versions of its products.

To ensure a smooth transition from one version to the next, Accruent first provides, for each major and minor release of the product, a "General Support Phase", followed by an additional 12-month "Maintenance Support Phase".

LifeCycle Support Matrix

Features	General Support Phase	Maintenance Support Phase	End of Support Life Phase
Maintenance updates and upgrades	X		
New enhancements	X		
High severity bug fixes	X	X	
Low severity bug fixes	X		
Workarounds for non-business critical issues	X	X	
Questions & "how to" assistance	X	X	
Access to Knowledge Base	X	X	

**In the Maintenance Support Phase, product updates or hot fixes are not included as part of Accruent's standard maintenance services. Options may be available on an ad-hoc basis at Accruent's discretion based on customer request.

Customer Responsibilities

As a customer of Accruent's support services, you have the following responsibilities:

- You will provide Accruent with access to your personnel and equipment during normal business hours. This access must include the ability to log into the equipment on which the software is operating and to obtain the same access at the highest privilege level.
- You will provide supervision, control and management of the software. In addition, you will implement procedures for the protection of information and the implementation of backup facilities in the event of errors or malfunction of the software or equipment. Accruent will not be responsible for the loss of information or data while performing maintenance.
- You will document and promptly report to Accruent any errors or malfunctions of the software and will freely provide Accruent with the relevant and requested information. You will take all steps necessary to carry out procedures and recommendations for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from Accruent.

- For on premise customers, you are responsible for implementing updates made available by Accruent or its authorized distributors.

Environment Access Responsibilities

If Accruent is not able to identify the root cause of the issue based on complete information, Accruent will request one of the following approaches for continued troubleshooting efforts:

1. Set up a WebEx so that your support contact can demonstrate the issue and work with the Accruent support engineer to troubleshoot the issue within the customer's environment.
2. For on premise customers, request a database backup (and application files as needed) to replicate in an in-house environment if necessary.
3. In exceptional scenarios Accruent will work with the customer contact to gain VPN access when needed to directly troubleshoot within a customer's environment if the WebEx approach is not sufficient. Accruent does not set up direct access to customer environments.

Should you opt to not fully meet or perform your responsibilities as outlined above, Accruent's ability to provide you with full and complete support under these policies will be significantly impaired. In this situation, Accruent's sole obligation will be to use its good faith reasonable efforts to provide the services described in this policy.

Out of Scope Services

Accruent has no obligation to provide any service other than those set forth in this Maintenance policy and paid for by the customer. Maintenance services exclude the following, any of which may be obtained from Accruent on an as-available basis under a Professional Services engagement:

- Implementation services
- Migration services
- Personnel training services
- On-site troubleshooting
- Integration and/or Conversion services and any "customizations", including but not limited to custom summary pages and custom reports. Updates provided under Maintenance services are subsequent releases to the Accruent standard software, not upgrades to custom development work previously provided to you, including Enterprise Application Integration Interfaces and other professional service customizations. Such customization upgrades are subject to additional fees.

Professional Services are billed on a time and materials basis, plus travel and accommodation expenses of the Accruent personnel.

General Limitations

Maintenance does not include events arising from the following:

- SaaS and On-Premise:
 - Improper installation by customer or use of the software and its integrations that deviates from any operating procedures established by Accruent in the applicable documentation.
 - Modification, alteration, addition, or attempted change of the software or its integrations, undertaken by persons other than Accruent or Accruent's authorized representatives.
 - Software, hardware or technology of any third party other than that provided by Accruent.
- On-Premise Only:
 - Accident; unusual physical, electrical or electromagnetic stress; neglect; misuse; failure of electric power; air conditioning or humidity control; operation of the software with other media not meeting or not maintained in accordance with the manufacturer's specifications; or causes other than ordinary use.
 - Software that does not incorporate the required major, minor and maintenance releases, patches and other release(s) provided by Accruent.
 - Modification of the software to run with new and future versions of the operating system, database, middleware or models of hardware.

Customer Support Policy – June 2014

Accruent, LLC
10801-2 North MoPac Expressway
Suite 400
Austin, TX 78759

www.accruent.com

Appendix F

Accruent Service Level Attachment

SERVICE LEVEL ATTACHMENT

This Attachment is an attachment to Agreement by and between **Accruent**, and **Client**. Capitalized terms used herein that are undefined shall have the meanings ascribed to such terms in the Agreement.

1. Definitions

"Calendar Month" shall mean the first to the last day of a calendar month.

"Downtime" shall mean: (a) planned weekly downtime which Accruent shall schedule to the extent reasonably practicable from 6:00pm PT Tuesday to 3:00am PT Wednesday; (b) planned monthly downtime (of which Accruent shall endeavor to give at least 5 days advance notice) one weekend per month between 6:00 pm PT Friday to 3:00 am PT Monday; (c) emergency downtime (which Accruent shall use reasonable efforts to provide advance notice); (d) any unavailability caused by circumstances beyond Accruent's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within Accruent's possession or reasonable control, and denial of service attacks; (e) any errors that result from Client's improper use of the Service or (f) problems caused by Client's data, power supply, hardware, database, network, web servers, operation or other environmental factors of Client not within the direct control of Accruent.

"Incident" means an event which causes or may cause interruption to, or a reduction in the quality of, the Service, including without limitation any problem with or defect in the equipment, Software or data related to the Service.

"Response Time" shall mean the time it takes Accruent to communicate to the initial Client contact on a support request and assumes the support request was properly filed. Response time is not a resolution goal and should not be interpreted as a guarantee of service

"Service Credit" shall mean the average daily subscription fee calculated as follows: Annual Subscription fee/365.

"Severity" means the assessed possible risk or effect of an Incident on Client's business operations. All notifications, escalations and standards for responding to Incidents are set by Severity. Some of the elements used in determining the Severity of an Incident are the criticality of the applications being affected and the number of Users affected. Severity shall be classified by Accruent in accordance with Accruent's standard Severity Level classifications, as noted in section 3 below

2. Service Levels – Service Availability.

The Service is expected to be available twenty-four (24) hours per day, seven (7) days per week except for Downtime. Excluding Downtime Accruent is committed to maintaining 99.5% availability per calendar month for the Service during the Term.

In the event Accruent fails to meet an average of 98.5% availability during a particular Calendar Month (excluding Downtime), Accruent will credit to Client's account one Service Credit for each percentage point below 98.5% availability (excluding Downtime) during such Calendar Month.

3. Service Levels – Incident Response Times.

Client is required to report Incidents via Accruent's ticketing system (via the Client Support Portal). Once a ticket is reported into Accruent's ticketing system, Accruent begins measuring the response time. For severity 1 or 2 Incidents, the Client must call the Accruent Help Desk so that the process of verifying the Incident can begin immediately. Target response times for Incidents by Severity level are provided below:

Severity Level	Description	Target Response Time
1	Critical issue that results in a complete system outage or major application failure which prevents Client from performing critical business process that has immediate financial impact or impact to data integrity. There is no workaround available.	1 business hour
2	Serious issue that prevents the execution of a critical business process causing disruption of a major business function. It is causing serious impact on daily functions or processing and there is no acceptable workaround.	4 business hours

Severity Level	Description	Target Response Time
3	Issue that does not prevent the execution of a critical business process and does not impact data integrity. The problem may be reasonably circumvented using an available workaround.	2 business days
4	An inquiry and/or low system/business process impact issue. Examples include cosmetic defects on screens, errors in documentation, or an enhancement request.	3 business days

In the event Accruent fails to meet the Target Response Times for Severity 1 and Severity 2 Incidents as noted above during a particular Calendar Month, Accruent will credit to Client's account Service Credits as follows:

Number of Missed Severity 1 and 2 Target Response Times during a Calendar Month	Number of Service Credits
1-2	1
3-5	2
6-8	3
Over 9	4

4. General.

Accruent will monitor the availability of the Service and the response times for the issues reported and any applicable Service Credits will be credited to Client on the following year's invoice. Client acknowledges and agrees that the allocation of Service Credits shall not result in any refund of fees, except at the end of the Term or the applicable Renewal Term.

EXHIBIT 2

Schedule of Compensation

Exhibit 2

Schedule of Compensation

PRICING SUMMARY

#	Item	Fees
1	FAMIS Cloud Licensed Modules: Maintenance Management	\$335,957
2	Implementation services	\$90,200
3	Additional services and data transfer services	\$TBD
	Total	\$426,157

PAYMENT SCHEDULE BY FISCAL YEAR

Item	FY-2016	FY-2017	FY-2018	Total
	12/1/2015-11/30/2016	12/1/2016-11/30/2017	12/1/2017-11/30/2018	
FAMIS Cloud Licensed Modules: Maintenance Management	\$104,500	\$111,815	\$119,642	\$335,957
Implementation services	\$90,200	\$0	\$0	\$90,200
Total	\$194,700	\$111,815	\$119,642	\$426,157

DELIVERABLE PAYMENT SCHEDULES

In accordance with the Professional Services Agreement and the SOW (Statement of Work), the following tables set forth deliverable pricing for implementation services. Accruent will invoice the County as provided by the Professional Services Agreement, Article 5 ("Compensation") and the SOW (Statement of Work).

Maintenance Management Services

Year	Deliverable	Fees	Comments
1	Maintenance Management Subscription fee	\$104,500	
2	Maintenance Management Subscription fee	\$111,815	
3	Maintenance Management Subscription fee	\$119,642	
4	Maintenance Management Subscription fee	\$128,017	Optional
5	Maintenance Management Subscription fee	\$136,978	Optional

Implementation Payment Schedule

Deliverables	Estimated Hours	Payment	Acceptance
Infrastructure Services One-Time Fee <u>See Section 7.4.2</u> for detailed information	12	\$2,400	
Milestone 1: Kickoff Fee: Ten percent (10%) of the Fee Summary, or Nine Thousand Two Hundred Sixty Dollars, (\$9,260)		\$8,780	Kick-off meeting completed. County acceptance of Project Plan with Milestone dates and Communication Plan
Milestone 2: Design (Reactive) Fee: Ten percent (10%) of the Fee Summary, or Nine Thousand Two Hundred Sixty Dollars, (\$9,260)		\$8,780	Data workbooks completed, Configuration Mapping Completed with County signoff
Milestone 3: Build (Reactive) Fee: Twenty Five percent (25%) of the Fee Summary, or Twenty Three Thousand One Hundred Fifty Dollars, (\$23,150)		\$21,950	Data clean up completed, Product Walk through completed. Training sessions completed with County signoff
Milestone 4: Preview (Reactive) Fee: Five percent (5%) of the Fee Summary, or Four Thousand Six Hundred Thirty Dollars, (\$4,630)		\$4,390	Preview review completed, Go Live plan finalized. UAT completed with County signoff
Milestone 5: Go-Live (Reactive) Fee: Five percent (5%) of the Fee Summary, or Four Thousand Six Hundred Thirty Dollars, (\$4,630)		\$4,390	Data loaded into Production environment and configuration completed. Verified with County signoff
Milestone 6: Design (PM) Fee: Ten percent (10%) of the Fee Summary, or Nine Thousand Two Hundred Sixty Dollars, (\$9,260)		\$8,780	Data workbooks completed, Configuration Mapping Completed with County signoff
Milestone 7: Build (PM) Fee: Twenty Five percent (25%) of the Fee Summary, or Three Thousand One Hundred Fifty Dollars, (\$23,150)		\$21,950	Data clean up completed, Product Walk through completed. Training sessions completed with County signoff
Milestone 8: Preview (PM) Fee: Five percent (5%) of the Fee Summary, or Four Thousand Six Hundred Thirty Dollars, (\$4,630)		\$4,390	Preview review completed, Go Live plan finalized. UAT completed with County signoff
Milestone 9: Go-Live (PM) Fee: Five percent (5%) of the Fee Summary, or Four Thousand Six Hundred Thirty Dollars, (\$4,630)		\$4,390	Data loaded into Production environment and configuration completed. Verified with County signoff
Total Implementation Services <u>See Section 5.4.2</u> for detailed information	463	\$87,800	
TOTAL IMPLEMENTATION AND INFRASTRUCTURE SERVICE COSTS:	478	\$90,200	

DATA TRANSFER SERVICES

The parties shall agree and set forth in a separate schedule compensation for all costs associated with any data transfer provided pursuant to Exhibit 3 ("SaaS Agreement"), Section 12 ("Data Transfer"). In the event that the parties cannot agree on the terms of compensation, Accruent shall perform data transfer services at the rates set forth in Section 7.6 ("Accruent Rate Card").

HOURLY RATE CARD

Below hourly labor rate card will be applied for any additional services. No work shall be performed without a written approval from the County.

#	Role	Hourly Rate
1	Sr. Project Manager	\$200
2	DBA and Solution Architect	\$200
3	Sr. Solution Architect	\$200
4	Sr. Engineer	\$200

The Hourly Rate Card will be used for any Additional Services approved by the County in accordance with Section 7.4 of the SOW (Statement of Work).

EXHIBIT 3

Accruent SaaS Terms

EXHIBIT 3**ACCRUENT SAAS TERMS****1. DEFINITIONS**

"Accruent Software": each Accruent-developed and/or Accruent-owned software product in machine readable object code (not source code), the Documentation for such product, and any updates thereto.

"Affiliate": an entity specified in an applicable Order Document, which is controlling, controlled by or under common control with Client where control means the ownership or control, directly or indirectly, of more than fifty percent (50%) of all the voting power of the shares (or other securities or rights) entitled to vote for the election of directors or other governing authority.

"CBT Modules": those certain computer based training modules listed on the applicable Order Document.

"Client Data": any data and information that Client provides, generates, transfers or makes available to Accruent under this Exhibit 3 in any format.

"Content": any information, data, text, software, music, sound, photographs, graphics, video messages or other material to which Client is provided access through the SaaS Services.

"Documentation": the user instructions, release notes, manuals and on-line help files in the form generally made available by Accruent, regarding the use of the applicable Software.

"Hands-on-Lab or HoL": those certain online training sessions hosted by Accruent as listed on the applicable Order Document.

"License Metrics": the limitation on the usage of each of the SaaS Services set out in the applicable Order Document by a term such as number of leases, square footage, number of locations, reports.

"Malicious Code": computer viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"Named User": a Client or Affiliate employee who is identified as the individual authorized by Client or Affiliate to access and use the CBT Modules or HoL with a single log-in, regardless of whether the Named User is actively using the CBT, at any given time either on a subscription, one-time or per HoL session basis, as set out in the applicable Order Document.

"Order Document" means the document(s), regardless of its actual name, executed by the parties which incorporates by reference the terms of the Cook County Contract #1585-15021, and describes Client's order-specific information, such as description of the SaaS Services ordered, license scope, use and restrictions, fees.

"Professional Services": data conversion, implementation, site planning, configuration, integration and deployment of the SaaS Services, training, project management and other consulting services.

"SaaS Services": the provision of the Software as a service which is hosted by Accruent or its hosting providers and which is accessed by Client via the internet.

"Software": the Accruent Software and Third Party Software.

"Support": the support services for the SaaS Services which are provided under Accruent's Support Policies (as may be amended by Accruent from time to time) in effect at the time the SaaS Services are provided. For the avoidance of doubt, Support excludes Professional Services and excludes Training Services.

"Third Party EULA" or "EULA": the end user license agreement that accompanies the Third Party Software, is appended to the Order Document or is otherwise published by the third party supplier, and which governs the use of or access by Client to the applicable Third Party Software.

"Third Party Software": software in object code form, including Documentation and updates, owned by an entity other than Accruent which are to be provided to Client by Accruent on a pass-through, reseller or OEM basis.

"Training Services": computer based training using the CBT Modules, Hands-on-Lab or other customer training as set out in the applicable Order Document which may be purchased on a one-time, subscription or HoL session basis.

2. SAAS SERVICES & ONLINE TRAINING SERVICES

2.1 Grant of Use: SaaS Services. Subject to the terms of this Contract 1585-15021 and this Exhibit 3, Accruent grants to Client and its Affiliates, for the Initial Term and each Renewal Term (defined in Section 11.1), the non-exclusive, non-assignable right to access and use the SaaS Services, for Client's and Affiliates internal business purposes. SaaS Services purchased may be accessed by or used to manage the number of License Metrics specified in the Order Document. Additional License Metrics may be purchased under an additional Order Document at the pricing in effect at the time the additional License Metrics are added, prorated for the remainder of the then-current Term. The added License Metrics shall have the same term as the then applicable Term. Fees are based on SaaS Services and License Metrics purchased and not actual usage.

2.2 Grant of Use: Training Services. Accruent grants to Client and its Affiliates, the non-exclusive, non-assignable right to access and use the CBT Modules or HoL for Client's and Affiliates internal training purposes solely for the number of Named Users as specified in the applicable Order Document. Additional Named Users may be purchased under an additional Order Document at the pricing negotiated in County Contract 1585-15021. Fees are based on Training Services purchased and not actual usage.

2.3 SaaS Environment. Client is responsible for obtaining and maintaining at its own expense, all equipment needed to access the SaaS Services, including but not limited to Client's internet access.

2.4 Service Availability. Accruent shall use commercially reasonable efforts to make the SaaS Services available 24 hours a day, 7 days a week, except for: (i) planned weekly downtime of which Accruent shall schedule to the extent reasonably practicable from 6:00pm PT Tuesday to 3:00am PT Wednesday (Accruent shall endeavor to give at least 8 hours notice via the SaaS Services), or (ii) planned monthly downtime (of which Accruent shall endeavor to give at least 5 days advance notice) one weekend per month between 6:00 pm PT Friday to 3:00 am PT Monday; (iii) emergency downtime (which Accruent shall use reasonable efforts to provide advance notice); (iv) any unavailability caused by circumstances beyond Accruent's reasonable control, including without limitation, Force Majeure Events, or Internet service provider failures or delays.

Client acknowledges that Accruent does not control the transfer of data over telecommunications facilities, including the Internet. Accruent does not warrant secure operation of the SaaS Services or that it will be able to prevent third party disruptions of such Services. Client acknowledges further that the SaaS Services may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. Accruent is not responsible for any delays, delivery failures, or other damage resulting from such problems.

2.5 Support Services. Accruent will provide to Client Support services as set out in the Exhibit 1. Scope of Services.

2.6 Training Services. Accruent will provide to Client the Training Services as set out in the Exhibit 1. Scope of Services.

2.7 Backups and Restoration Services. Accruent will provide backup copies and/or database restoration, upon written request and subject to Client's payment of applicable fees for such service (a then-current fee schedule will be provided upon request).

2.8 Passwords; Security. Client is responsible for (i) maintaining the confidentiality of all passwords and for ensuring that each password is used only by the authorized user and (ii) any and all activities that occur under Client's account. Client agrees to immediately notify Accruent of any unauthorized use of Client's account or any other breach of security known to Client. Accruent shall have no liability for any loss or damage arising from Client's failure to comply with these requirements. Accruent will maintain Client passwords as confidential and will not disclose them to third parties.

2.9 Client Data. Client shall be responsible for the accuracy, quality, integrity and legality of Client Data and of the means by which it acquired Client Data.

2.10 Acceptable Use. Client acknowledges and agrees that Accruent does not monitor or police the content of communications or data of Client or its users transmitted through the SaaS Services and/or Training Services, and that Accruent shall not be responsible for the content of any such communications or transmissions. Client shall use the SaaS Services and Training Services exclusively for authorized and legal purposes, consistent with all applicable laws and regulations. Client agrees not to post or upload any content or data which (i) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (ii) contains Malicious Code; (iii) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; or (iv) otherwise violates any applicable law. Client further agrees not to interfere or disrupt networks connected to the SaaS Services and/or Training Services, not to interfere with another entity's use and enjoyment of similar services and to comply with all regulations, policies and procedures of networks connected to the SaaS Services and/or Training Services. Accruent may remove any violating content posted on the SaaS Services and/or Training Services or transmitted through the SaaS Services or Training Services, without notice to Client. Accruent may suspend or terminate any user's access to the SaaS Services and/or Training Services upon 3 days notice in the event that Accruent reasonably determines that such user has violated the terms and conditions of this Exhibit 3. Termination of a user's access to the SaaS Services or Training Services shall not be interpreted to terminate the Client's access to SaaS Services.

2.11 Security. Accruent will maintain the SaaS Services at either an Accruent location or a reputable third party Internet service provider and hosting facility, where it is subject to commercially reasonable security precautions. Such precautions shall comply with industry standards for the type of information maintained and shall include but not be limited to procedures and measures to prevent unauthorized access to the SaaS Services and unauthorized use of and/or modification of Client Data. However, Client acknowledges that, notwithstanding such security precautions, use of or connection to the Internet provides the opportunity for unauthorized third parties to circumvent such precautions and illegally gain access to the SaaS Services.

2.12 Disaster Recovery. Accruent's standard disaster recovery service is included in Client's SaaS Service fees. In the event a disaster is declared Accruent will initiate the Accruent disaster recovery process and shall use commercially reasonable efforts to resume access to Client's environment at Accruent's alternate data center facility in accordance with Accruent's recovery time objectives.

3. PROFESSIONAL SERVICES. [Intentionally Omitted]. See Exhibit 1. Scope of Services.

4. FINANCIAL TERMS

4.1 Fees and Payment Terms. Fees are specified in the applicable Order Document shall be consistent with the negotiated fees in Exhibit 2. Compensation Schedule and unless stated otherwise are denominated and payable in United States dollars. Fees are due within thirty (30) days of invoice date.

4.2. Overdue Charges. [Intentionally Omitted].

4.3 Suspension of Services and Acceleration. In the event any amounts are sixty (60) or more days overdue, Accruent may (without limiting any of its other rights and remedies) (i) suspend its performance and (ii) require full payment of amounts due before any additional performance is rendered by Accruent.

4.4 Taxes. [Intentionally Omitted].

4.5 T&E Expenses. [Intentionally Omitted]. Travel Expenses are not contemplated by this Contract.

5. CONFIDENTIALITY

5.1 Defined. The parties may be exposed to or be provided with certain confidential and proprietary information of the other party or third parties, including but not limited to information designated as confidential in writing or information which ought to be in good faith considered confidential and proprietary to the disclosing party ("**Confidential Information**"). Confidential Information includes, but is not limited to the terms and conditions (but not

the existence) of the Contract, including without limitation all Order Documents, all trade secrets, software, source code, object code, specifications, documentation, business plans, customer lists and customer-related information, financial information, proposals, budgets as well as results of testing and benchmarking of the Software or other services, product roadmap, data and other information of Accruent and its licensors relating to or embodied in the Software or Documentation. Accruent's placement of a copyright notice on any portion of any Software will not be construed to mean that such portion has been published and will not derogate from any claim that such portion contains proprietary and confidential information of Accruent.

5.2 Non-Disclosure. Each party will protect the other party's Confidential Information from unauthorized dissemination and use the same degree of care that each such party uses to protect its own confidential information, but in no event less than a reasonable amount of care. Neither party will use Confidential Information of the other party for purposes other than those necessary to directly further the purposes of the Contract. Neither party will disclose to third parties Confidential Information without prior written consent of the other party.

5.3 Exceptions. Information shall not be considered Confidential Information to the extent, but only to the extent, that the receiving party can establish that such information (i) is or becomes generally known or available to the public through no fault of the receiving party; (ii) was in the receiving party's possession before receipt from the disclosing party; (iii) is lawfully obtained from a third party who has the right to make such disclosure; or (iv) has been independently developed by one party without reference to any Confidential Information of the other.

5.4 Compelled Disclosure. The receiving party may disclose Confidential Information of the disclosing party if it is compelled by law to do so (including requirements of any freedom of information type acts that Client may be subject to), provided the receiving party gives the disclosing party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's cost, if the disclosing party wishes to contest the disclosure.

6. PRIVACY

Client represents and warrants that before providing personal information to Accruent or its agents, it will comply with any laws applicable to the disclosure of personal information, including providing notices to or obtaining permission from third parties to allow sharing of their personal information with Accruent. No personal information will be disseminated by Accruent to any third parties, except as consented to by Client or required by law.

If Client provides personal data to Accruent from data subjects in Canada or the European Union ("EU"), then Client hereby (a) acknowledges that in connection with the Professional Services and/or SaaS Services, Accruent may transfer/access/store/process personal data outside of the EU and Canada in countries (such as the United States) that under EU laws may not ensure an adequate level of data protection (the "Data Transfer"); and (b) consents to such Data Transfer, and Client shall ensure that it complies with all applicable EU and Canadian laws that apply to Client as the data controller of such personal data in connection with the Data Transfer. Accruent will take reasonable measures to protect the security of such personal data transferred by Client to Accruent.

7. LIMITED RIGHTS AND OWNERSHIP

"Protected Materials" as used herein means Software, Content, Professional Services, SaaS Services, Training Services, CBT Modules or Accruent's or its licensors' intellectual property or Confidential Information.

7.1 Reservation of Rights. All rights not expressly granted in the Exhibit 3 are reserved by Accruent and its licensors. Client acknowledges that: (i) all Software is licensed and not sold and all Content is subscribed to and not sold; (ii) Client acquires only the right to use the Software, Content, or Professional Services and SaaS Services and Accruent, its licensors, and Content providers shall retain sole and exclusive ownership of and all rights, title, and interest in the Protected Materials, including (whether developed by Accruent, Client or a third party) (a) intellectual property embodied or associated with, (b) deliverables and work product associated with, and (c) all copies and derivative works thereof; and (iii) the Protected Materials, including the source and object codes, logic and structure, constitute valuable trade secrets of Accruent and its licensors. Client agrees to secure and protect the Protected Materials consistent with the maintenance of Accruent's and its licensors' rights therein, as set forth in this Exhibit 3.

7.2 Restrictions. Client shall not itself, or through any affiliate, employee, consultant, contractor, agent or other third party: (i) sell, resell, distribute, host, lease, rent, license or sublicense, in whole or in part, the Protected Materials; (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the Software, including the license keys, in whole or in part, for competitive purposes or otherwise; (iii) allow access to, provide, divulge or make available the Protected Materials to any user other than Client's employees who have a need to such access and who shall be bound by a nondisclosure agreement with provisions that are at least as restrictive as the terms of the Exhibit 3; (iv) write or develop any derivative works based upon the Protected Materials; (v) modify, adapt, translate or otherwise make any changes to the Protected Materials or any part thereof; (vi) use the Protected Materials to provide processing services to third parties, or otherwise use the same on a 'service bureau' basis; (vii) disclose or publish, without Accruent's prior written consent, performance or capacity statistics or the results of any benchmark test performed on the Protected Materials; (viii) allow any access or use of the Protected Materials to or by any third party without Accruent's prior written consent for any purpose, including but not limited to outsourcing, installation, upgrade and customization services; or (ix) otherwise use or copy the Protected Materials except as expressly permitted herein.

7.3 Client Actions. Client will be responsible for Client's use of the Services in violation of this Exhibit 3, or Client's infringement of the intellectual property rights of a third party.

7.4 Client Data. Client retains sole and exclusive ownership to any and all Client Data.

7.5 License Grant by Client. Client grants to Accruent a non-exclusive, royalty free license, to use Client Data or other material of Client for the purpose of performing its obligations under the Exhibit 3 and in order to generate aggregated, system-wide collations of industry and business data in a non-attributed manner for marketing and other purposes.

7.6 Enforcement. Client shall (i) ensure that all users of the SaaS Services comply with the terms and conditions of the Exhibit 3, (ii) promptly notify Accruent of any actual or suspected violation thereof and (iii) cooperate with Accruent with respect to investigation and enforcement of the Exhibit 3.

8. INDEMNIFICATION

8.1 Accruent Indemnification. Accruent will defend or settle, any action, suit or proceeding brought against Client that the SaaS Services used in accordance with this Contract, infringe a third party's intellectual property right ("Claim"). Accruent will indemnify Client against all damages and costs finally awarded or those costs and damages agreed to in a monetary settlement of such action, which are attributable exclusively to such Claim, provided that Client: (i) promptly gives written notice of the claim to Accruent; (ii) gives Accruent sole control of the defense and settlement of the Claim (provided that Accruent may not settle any Claim against Client unless it unconditionally releases Client of all liability); and (iii) provides Accruent, at Accruent's expense, with all available information and assistance relating to the Claim and cooperates with Accruent and its counsel;

Accruent has no obligation to the extent any Claim results from: (i) Third Party Software and/or Content, (ii) the combination, operation or use of the SaaS Services with software or data not provided by Accruent or (iii) Client's breach of IP terms.

If it is adjudicated that an infringement of the SaaS Service by itself and used in accordance with this Contract infringes any USA patent, registered copyright, or registered trademark, Accruent shall, at its option: (i) procure for Client the right to continue using the SaaS Service; (ii) replace or modify the same so it becomes non-infringing; or (iii) Client will be entitled to a refund of (i) the pre-paid portion of the SaaS Services fees paid to Accruent for the affected SaaS Service. THIS SECTION STATES ACCRUENT'S ENTIRE OBLIGATION TO CLIENT AND CLIENT'S SOLE REMEDY FOR ANY CLAIM OF INFRINGEMENT.

9. WARRANTIES.

9.1 Warranties. Accruent warrants that (i) the SaaS Services will perform materially in conformance with the applicable SaaS Services Documentation; (ii) the functionality and security of the SaaS Services will not materially decrease during a committed SaaS Services Term and (iii) the SaaS Services will not introduce Malicious Code into Client's systems.

9.2 Remedies. If the SaaS Services are not performed consistent with the warranty set out in Section 9.1(i) above, Client shall promptly notify Accruent in writing of its claim. As Client's exclusive remedy for any claim under this warranty and provided that such claim is determined by Accruent to be Accruent's responsibility, Accruent shall, within 30 days of its receipt of Client's written notice, (i) re-perform the affected SaaS Services so that they are conforming; (ii) provide Client with a plan reasonably acceptable to Client for re-performing the affected SaaS Services; or (iii) if neither (i) nor (ii) can be accomplished with reasonable commercial efforts from Accruent, then Accruent or Client may terminate the affected SaaS Service, and Client will be entitled to a refund of the pre-paid portion of the fees paid for the affected Service. The preceding warranty cure shall constitute Accruent's entire liability and Client's exclusive remedy for cure of the warranty set forth herein. If Client elects not to terminate the SaaS Service, Client waives all rights for the applicable warranty cure set forth herein. If the SaaS Services are not performed consistent with the warranty set out in Sections 9.1(ii) and 9.1(iii) above, Client shall be entitled to the remedies set out in ARTICLE 9) Events of Default, Remedies, Termination, Suspension and Right To Offset and Sections 11.2 (Termination) and 11.3 (Termination Refund or Payment Obligations).

9.3 Exclusions. Accruent is not responsible for any claimed breach of any warranty set forth in section 10.1 caused by: (i) modifications made to the SaaS Services by anyone other than Accruent; (ii) the combination, operation or use of the SaaS Services with any items not certified by Accruent; (iii) Accruent's adherence to Client's specifications or instructions; (iv) errors caused by or related to internet connections or (v) Client deviating from the SaaS Services operating procedures described in the Documentation.

9.4 Third Party Software and Content. Client acknowledges that certain modules of the SaaS Services may contain Third Party Software. Accruent may add and/or substitute functionally equivalent products for any third party items in the event of product unavailability, end-of-life, or changes to software requirements. The provision of Content is subject to availability from third party Content providers and Accruent shall have no liability should such Content become unavailable for any reason or is no longer available under reasonable commercial terms. Client's use of any Third Party Software shall be subject to, and Client and users shall comply with this Contract and any applicable Third Party EULAs. Accruent makes no warranty with respect to any Third Party Software and Content. Client's sole remedy with respect to such Third Party Software shall be pursuant to the original licensor's warranty, if any, to Accruent, to the extent permitted by the original licensor. Content and Third Party Software are made available on an "AS IS, AS AVAILABLE" BASIS.

9.5 Disclaimer. EXCEPT AS SET FORTH ABOVE, ACCRUENT, ITS LICENSORS AND SUPPLIERS MAKE NO WARRANTIES OF ANY KIND AND , ACCRUENT, ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (i) ANY WARRANTY THAT ANY SAAS SERVICES, ARE ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION OR THAT ALL ERRORS WILL BE CORRECTED; (ii) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, (iii) ANY WARRANTY THAT CONTENT AND/OR THIRD PARTY SOFTWARE WILL BE ACCURATE, RELIABLE AND ERROR-FREE AND (iv) ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. NO ADVICE, STATEMENT OR INFORMATION GIVEN BY ACCRUENT, ITS AFFILIATES, CONTRACTORS OR EMPLOYEES SHALL CREATE OR CHANGE ANY WARRANTY PROVIDED HEREIN.

9.6 NOTHING CONTAINED HEREIN THIS SECTION 9. (WARRANTIES) SHALL AIM TO LIMIT ANY LIABILITY TO THE EXTENT PROHIBITED BY LAW.

10. Intentionally omitted (Limitation of Liability is as provided in the Professional Services Agreement)

11. TERM AND TERMINATION

11.1 Term. [Intentionally Omitted]. Term is per the Professional Services Agreement.

11.2 Termination. In addition to the termination rights provided in the Professional Services Agreement, either party may terminate the Saas Services immediately upon written notice in the event of the following:

(i) in the event that the other party commits a non-remediable material breach of the Exhibit 3, or if the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within 30 days of being notified in writing of such.

(ii) in the event of institution of bankruptcy, receivership, insolvency, reorganization, or other similar proceedings by or against either party under any section or chapter of the United States Bankruptcy Code, as amended, or under any similar laws or statutes of the United States or any state thereof, if

such proceedings have not been dismissed or discharged within thirty (30) calendar days after they are instituted; or the insolvency or making of an assignment for the benefit of creditors or the admittance by either party of any involuntary debts as they mature or the institution of any reorganization arrangement or other readjustment of debt plan of either party not involving the United States Bankruptcy Code.

11.3 Termination Refund or Payment Obligations. In the event Client terminates SaaS Services pursuant to Section 11.2, Accruent shall refund all pre-paid but unused SaaS Services fees to Client. Termination of this SaaS Services by Accruent pursuant to Section 11.2, shall not excuse Client's obligation to pay in full any and all amounts due, nor shall such termination result in a refund of fees paid.

11.4 Copy of Client Data. Upon termination of the SaaS Services, and provided Client is not in breach of any of its obligations under the Exhibit 3, Accruent will, upon Client's written request and payment of the applicable fees, provide a backup copy of Client's Data (a then-current fee schedule will be provided upon request). Client agrees that Accruent shall have no obligation to maintain Client Data after thirty (30) days from termination and shall delete and/or destroy such Client Data thereafter.

12 DATA TRANSFER

12.1 General. Upon any termination or expiration of the Agreement, in whole or in part, Accruent shall provide the Client or its designee with any and all Client Data requested by the Client. Accruent shall provide the Client or its designee with Client Data in an agreed upon format that is compatible with systems used by the Client or its designee.

12.2 Payment for Data Transfer. Data transfer services are not included within Accruent's fees under this Agreement. The parties shall agree and set forth in a separate schedule compensation for all costs associated with the data transfer. In the event that the parties cannot agree on terms of compensation, Accruent shall perform data transfer services at the rates set forth in Exhibit 1 ("Statement of Work"), Section 7.6 ("Accruent Rate Card").

12.3 Data Transfer Period. Accruent shall commence providing data transfer services at the Client's request up to six (6) months prior to the expiration of the Agreement. Accruent's obligation to provide Client Data under this Section shall continue until the parties agree that Accruent has provided the Client with any and all requested Client Data.

13. GENERAL PROVISIONS

13.1 Force Majeure. Neither party shall have the right to terminate SaaS Services and neither party shall incur any liability to the other party on account of any loss, claim, damage or liability to the extent resulting from any delay or failure to perform all or any part of SaaS Services (except for payment obligations), if and to the extent such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without any negligence on the part of the party seeking protection under this section. Such events, occurrences, or causes shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, terrorism, earthquake, fire or explosions ("Force Majeure Events"). Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

13.2 Assignment. Neither party may assign the Agreement or any of its rights and obligations herein without the other party's prior written consent (such consent shall not be unreasonably withheld).

13.3 Notice of U.S. Government Restricted Rights. If the Client hereunder is the U.S. Government, or if the Software is acquired hereunder on behalf of the U.S. Government with U.S. Government federal funding, notice is hereby given that the Software is commercial computer software and documentation developed exclusively at private expense and are furnished as follows: "U.S. GOVERNMENT RESTRICTED RIGHTS. Software and the Protected Rights delivered subject to the FAR 52.227-19. All use, duplication and disclosure of the Software and/or the Protected Rights by or on behalf of the U.S. Government shall be subject to this Exhibit 3 and the restrictions contained in FAR 52.227-19, Commercial Computer Software License - (December 2007)".

13.4 Export. Client shall comply fully with all relevant export laws and regulations of the United States to ensure that (i) the Software and/or Protected Rights are not exported, directly or indirectly, in violation of United States law, export embargo, prohibition or restriction and (ii) no SaaS Services are accessed or used in violation of any United States law, export embargo, prohibition or restriction.

13.5 Non-solicitation. During the term of this Master Exhibit 3 and for a period of one year following its termination, neither party will solicit for employment directly or through other parties, without the other party's written permission, any individual employed by the other party, provided however that the solicitation or hiring of individuals responding to general public marketing and recruiting advertisements and events shall not be a violation of this provision; only active, targeted solicitation is prohibited.

13.6 Compliance. Client shall maintain and make available to Accruent upon written request records to show Client's compliance with the terms and requirements of the Exhibit 3. Client acknowledges that the Software includes a license manager component to track usage of the Software and agrees not to impede, disable or otherwise undermine such license manager's operation.

13.7 Notices. Any notice required or permitted to be sent under the Exhibit 3 shall be delivered by hand, by overnight courier, or by registered mail, return receipt requested, to the address of the parties first set forth in the Exhibit 3 or to such other address of the parties designated in writing in accordance with this subsection.

13.8 Relationship. The Exhibit 3 is not intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither party may bind the other party or act in a manner which expresses or implies a relationship other than that of independent contractor.

13.9 Publicity. [Intentionally Omitted]

13.10 Invalidity. If any provision of the Exhibit 3 shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

13.11 Survival. The following provisions will survive any termination or expiration of SaaS Services: sections 1, 4, 5, 6, 7.1, 7.2, 7.3, 7.5, 9, 10, 11, and 12

13.12 No Waiver. Any waiver of the provisions of the Exhibit 3 or of a party's rights or remedies under the Exhibit 3 must be in writing to be effective. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the party granting such waiver in any other respect or at any other time. The waiver by either of the parties hereto of a breach or of a default under any of the provisions of the Exhibit 3 shall not be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such

provisions, rights or privileges hereunder. The rights and remedies herein provided are cumulative and none is exclusive of any other, or of any rights or remedies that any party may otherwise have at law or in equity. Failure, neglect, or delay by a party to enforce the provisions of the Exhibit 3 or its rights or remedies at any time, shall not be construed and shall not be deemed to be a waiver of such party's rights under the Exhibit 3 and shall not in any way affect the validity of the whole or any part of the Exhibit 3 or prejudice such party's right to take subsequent action.

13.13 Entire Agreement. [Intentionally Omitted]

13.14 No Third Party Beneficiaries. This Exhibit 3 is for the benefit of the parties and their successors and permitted assigns, and does not confer any rights or benefits on any third party, including any employee of a party, any client of a party, or any employee of a client of a party. Notwithstanding the above, the parties acknowledge that all rights and benefits afforded to Accruent under the Exhibit 3 shall apply equally to the owner of the Third Party Software with respect to the Third Party Software, and such third party is an intended third party beneficiary of the Exhibit 3, with respect to the Third Party Software.

13.15 Governing Law and Venue. SaaS Services provided in accordance with this Contract 1585-15021 shall be governed by and construed in accordance with the laws of the State of Illinois. The parties agree that this contract is not a contract for the sale of goods; therefore, the Exhibit 3 shall not be governed by any codification of Article 2 or 2A of the Uniform Commercial Code, or any codification of the Uniform Computer Information Technology Act ("UCITA"), or any references to the United National Convention on Contracts for the International Sale of Goods.

13.16 Order of Precedence. [Intentionally Omitted].

13.17 Headings and Drafting. The headings in the Exhibit 3 shall not be used to construe or interpret the Exhibit 3. The Exhibit 3 shall not be construed in favor of or against a party based on the author of the document.

13.18 Counterparts. [Intentionally Omitted].

SERVICE LEVEL ATTACHMENT

This Attachment is an attachment to Exhibit 3 by and between Accruent, and Client. Capitalized terms used herein that are undefined shall have the meanings ascribed to such terms in the Exhibit 3.

1. Definitions

"Calendar Month" shall mean the first to the last day of a calendar month.

"Downtime" shall mean: (a) planned weekly downtime which Accruent shall schedule to the extent reasonably practicable from 6:00pm PT Tuesday to 3:00am PT Wednesday; (b) planned monthly downtime (of which Accruent shall endeavor to give at least 5 days advance notice) one weekend per month between 6:00 pm PT Friday to 3:00 am PT Monday; (c) emergency downtime (which Accruent shall use reasonable efforts to provide advance notice); (d) any unavailability caused by circumstances beyond Accruent's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within Accruent's possession or reasonable control, and denial of service attacks; (e) any errors that result from Clients improper use of the Service or (f) problems caused by Client's data, power supply, hardware, database, network, web servers, operation or other environmental factors of Client not within the direct control of Accruent.

"Incident" means an event which causes or may cause interruption to, or a reduction in the quality of, the Service, including without limitation any problem with or defect in the equipment, Software or data related to the Service.

"Response Time" shall mean the time it takes Accruent to communicate to the initial Client contact on a support request and assumes the support request was properly filed. Response time is not a resolution goal and should not be interpreted as a guarantee of service

"Service Credit" shall mean the average daily subscription fee calculated as follows: Annual Subscription fee/365.

"Severity" means the assessed possible risk or effect of an Incident on Client's business operations. All notifications, escalations and standards for responding to Incidents are set by Severity. Some of the elements used in determining the Severity of an Incident are the criticality of the applications being affected and the number of Users affected. Severity shall be classified by Accruent in accordance with Accruent's standard Severity Level classifications, as noted in section 3 below

2. Service Levels -- Service Availability.

The Service is expected to be available twenty-four (24) hours per day, seven (7) days per week except for Downtime. Excluding Downtime Accruent is committed to maintaining 99.5% availability per calendar month for the Service during the Term.

In the event Accruent fails to meet an average of 98.5% availability during a particular Calendar Month (excluding Downtime), Accruent will, as Client's sole and exclusive remedy credit to Client's account one Service Credit for each percentage point below 98.5% availability (excluding Downtime) during such Calendar Month.

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Accruent Confidential

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3. Service Levels – Incident Response Times.

Client is required to report Incidents via Accruent's ticketing system (via the Client Support Portal). Once a ticket is reported into Accruent's ticketing system, Accruent begins measuring the response time. For severity 1 or 2 Incidents, the Client must call the Accruent Help Desk so that the process of verifying the Incident can begin immediately. Target response times for Incidents by Severity level are provided below:

Severity Level	Description	Target Response Time
1	Critical issue that results in a complete system outage or major application failure which prevents Client from performing critical business process that has immediate financial impact or impact to data integrity. There is no workaround available.	1 business hour
2	Serious issue that prevents the execution of a critical business process causing disruption of a major business function. It is causing serious impact on daily functions or processing and there is no acceptable workaround.	4 business hours
3	Issue that does not prevent the execution of a critical business process and does not impact data integrity. The problem may be reasonably circumvented using an available workaround.	2 business days
4	An inquiry and/or low system/business process impact issue. Examples include cosmetic defects on screens, errors in documentation, or an enhancement request.	3 business days

In the event Accruent fails to meet the Target Response Times for Severity 1 and Severity 2 Incidents as noted above during a particular Calendar Month, Accruent will as Client's sole and exclusive remedy credit to Client's account Service Credits as follows:

Number of Missed Severity 1 and 2 Target Response Times during a Calendar Month	Number of Service Credits
0-1	0
2-4	1
5-7	2
Over 8	3

4. General.

Accruent will monitor the availability of the Service and the response times for the issues reported and any applicable Service Credits will be credited to Client on the following year's invoice. Client acknowledges and agrees that the allocation of Service Credits shall not result in any refund of fees, except at the end of the Term or the applicable Renewal Term.

File: _____

EXHIBIT 4

Minority and Women Owned Business Enterprise Commitment

I.

POLICY AND GOALS

- A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County Contracts and to eliminate arbitrary barriers for participation in such Contracts by local businesses certified as a Minority Business Enterprise (MBE) and Women-owned Business Enterprise (WBE) as both prime and sub-contractors. In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority- and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes annual goals for MBE and WBE participation as outlined below:

Contract Type	Goals	
	MBE	WBE
Goods and Services	25%	10%
Construction	24%	10%
Professional Services	35% Overall	

- B. The County shall set contract-specific goals, based on the availability of MBEs and WBEs that are certified to provide commodities or services specified in this solicitation document. The MBE/WBE participation goals for this Agreement is 0% MBE and 0% WBE. A Bid, Quotation, or Proposal shall be rejected if the County determines that it fails to comply with this General Condition in any way, including but not limited to: (i) failing to state an enforceable commitment to achieve for this contract the identified MBE/WBE Contract goals; or (ii) failing to include a Petition for Reduction/Waiver, which states that the goals for MBE/WBE participation are not attainable despite the Bidder or Proposer Good Faith Efforts, and explains why. If a Bid, Quotation, or Proposal is rejected, then a new Bid, Quotation, or Proposal may be solicited if the public interest is served thereby.
- C. To the extent that a Bid, Quotation, or Proposal includes a Petition for Reduction/Waiver that is approved by the Office of Contract Compliance, the Contract specific MBE and WBE participation goals may be achieved by the proposed Bidder or Proposer's status as an MBE or WBE; by the Bidder or Proposer's enforceable joint-venture agreement with one or more MBEs and/or WBEs; by the Bidder or Proposer entering into one or more enforceable subcontracting agreements with one or more MBE and WBE; by the Bidder or Proposer establishing and carrying out an enforceable mentor/protégé agreement with one or more MBE and WBE; by the Bidder or Proposer actively engaging the Indirect Participation of one or more MBE and WBE in other aspects of its business; or by any combination of the foregoing, so long as the Utilization Plan evidences a commitment to meet the MBE and WBE Contract goals set forth in (B) above, as approved by the Office of Contract Compliance.
- D. A single Person, as defined in the Procurement Code, may not be utilized as both an MBE and a WBE on the same Contract, whether as a Consultant, Subcontractor or supplier.

- E. Unless specifically waived in the Bid or Proposal Documents, this Exhibit; the Ordinance; and the policies and procedures promulgated thereunder shall govern. If there is a conflict between this Exhibit and the Ordinance or the policies and procedures, the Ordinance shall control.
- F. A Consultant's failure to carry out its commitment regarding MBE and WBE participation in the course of the Contract's performance may constitute a material breach of the Contract. If such breach is not appropriately cured, it may result in withholding of payments under the Contract, contractual penalties, disqualification and any other remedy provided for in Division 4 of the Procurement Code at law or in equity.

II. REQUIRED BID OR PROPOSAL SUBMITTALS

A Bidder or Proposer shall document its commitment to meeting the Contract specific MBE and WBE participation goals by submitting a Utilization Plan with the Bid or Proposal. The Utilization Plan shall include (1) one or more Letter(s) of Intent from the relevant MBE and WBE firms; and (2) current Letters of Certification as an MBE or WBE. Alternatively, the Bidder or Proposer shall submit (1) a written Petition for Reduction/Waiver with the Bid, Quotation or Proposal, which documents its preceding Good Faith Efforts and an explanation of its inability to meet the goals for MBE and WBE participation. The Utilization Plan shall be submitted at the time that the bid or proposal is due. Failure to include a Utilization Plan will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.

A. MBE/WBE Utilization Plan

Each Bid or Proposal shall include a complete Utilization Plan, as set forth on Form 1 of the M/WBE Compliance Forms. The Utilization Plan shall include the name(s), mailing address, email address, and telephone number of the principal contact person of the relevant MBE and WBE firms. If the Bidder or Proposer submits a Bid or Proposal, and any of their subconsultants, suppliers or consultants, are certified MBE or WBE firms, they shall be identified as an MBE or WBE within the Utilization Plan.

1. Letter(s) of Intent

Except as set forth below, a Bid or Proposal shall include, as part of the Utilization Plan, one or more Letter(s) of Intent, as set forth on Form 2 of the M/WBE Compliance Forms, executed by each MBE and WBE and the Bidder or Proposer. The Letter(s) of Intent will be used to confirm that each MBE and WBE shall perform work as a Subcontractor, supplier, joint venture, or consultant on the Contract. Each Letter of Intent shall indicate whether and the degree to which the MBE or WBE will provide goods or services directly or indirectly during the term of the Contract. The box for direct participation shall be marked if the proposed MBE or WBE will provide goods or services directly related to the scope of the Contract. The box for Indirect participation shall be marked if the proposed MBE or WBE will not be directly involved in the Contract but will be utilized by the Bidder or Proposer for other services not related to the Contract. Indirect

Participation shall not be counted toward the participation goal. Each Letter of Intent shall accurately detail the work to be performed by the relevant MBE or WBE firm, the agreed dollar amount, the percentage of work, and the terms of payment.

Failure to include Letter(s) of Intent will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.

All Bids and Proposals must conform to the commitments made in the corresponding Letter(s) of Intent, as may be amended through change orders.

The Contract Compliance Director may at any time request supplemental information regarding Letter(s) of Intent, and such information shall be furnished if the corresponding Bid or Proposal is to be deemed responsive.

2. Letter(s) of Certification

Only current Letter(s) of Certification from one of the following entities may be accepted as proof of certification for MBE/WBE status, provided that Cook County's requirements for certification are met:

- County of Cook
- City of Chicago

Persons that are currently certified by the City of Chicago in any area other than Construction/Public Works shall also complete and submit a MBE/WBE Reciprocal Certification Affidavit along with a current letter of certification from the City of Chicago. This Affidavit form can be downloaded from www.cookcountyil.gov/contractcompliance.

The Contract Compliance Director may reject the certification of any MBE or WBE on the ground that it does not meet the requirements of the Ordinance, or the policies and rules promulgated thereunder.

3. Joint Venture Affidavit

In the event a Bid or Proposal achieves MBE and/or WBE participation through a Joint Venture, the Bid or Proposal shall include the required Joint Venture Affidavit, which can be downloaded from www.cookcountyil.gov/contractcompliance. The Joint Venture Affidavit shall be submitted with the Bid or Proposal, along with current Letter(s) of Certification.

B. Petition for Reduction/Waiver

In the event a Bid or Proposal does not meet the Contract specific goals for MBE and WBE participation, the Bid or Proposal shall include a Petition for Reduction/Waiver, as set forth on Form 3. The Petition for Reduction/Waiver shall be supported by sufficient

evidence and documentation to demonstrate the Bidder or Proposer's Good Faith Efforts in attempting to achieve the applicable MBE and WBE goals, and its inability to do so despite its Good Faith Efforts.

Failure to include Petition for Reduction/Waiver will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.

III. REDUCTION/WAIVER OF MBE/WBE GOALS

A. Granting or Denying a Reduction/Waiver Request.

1. The adequacy of the Good Faith Efforts to utilize MBE and WBE firms in a Bid or Proposal will be evaluated by the CCD under such conditions as are set forth in the Ordinance, the policies and rules promulgated thereunder, and in the "Petition for Reduction/Waiver of MBE/WBE Participation Goals" – Form 3 of the M/WBE Compliance Forms.
2. With respect to a Petition for Reduction/Waiver, the sufficiency or insufficiency of a Bidder or Proposer's Good Faith Efforts shall be evaluated by the CCD as of the date upon which the corresponding Bid or Proposal was due.
3. The Contract Compliance Director or his or her duly authorized Waiver Committee may grant or deny the Petition for Reduction/Waiver based upon factors including but not limited to: (a) whether sufficient qualified MBE and WBE firms are unavailable despite good faith efforts on the part of the Bidder or Proposer; (b) the degree to which specifications and the reasonable and necessary requirements for performing the Contract make it impossible or economically infeasible to divide the Contract into sufficiently small tasks or quantities so as to enable the Bidder or Proposer to utilize MBE and WBE firms in accordance with the applicable goals; (c) the degree to which the prices or prices required by any potential MBE or WBE are more than 10% above competitive levels; and (d) such other factors as are determined relevant by the Contract Compliance Director or the duly authorized Waiver Committee.
4. If the Contract Compliance Director or the duly authorized Waiver Committee determines that the Bidder or Proposer has not demonstrated sufficient Good Faith Efforts to meet the applicable MBE and WBE goals, the Contract Compliance Director or the duly authorized Waiver Committee may deny a Petition for Reduction/Waiver, declare the Bid or Proposal non-responsive, and recommend rejection of the Bid, Quotation, or Proposal.

IV. CHANGES IN CONSULTANT'S UTILIZATION PLAN

- A. A Consultant, during its performance of the Contract, may not change the original MBE or WBE commitments specified in the relevant Utilization Plan, including but not limited to, terminating a MBE or WBE Contract, reducing the scope of the work to be performed by a MBE/WBE, or decreasing the price to a MBE/WBE, except as

otherwise provided by the Ordinance and according to the policies and procedures promulgated thereunder.

- B. Where a Person listed under the Contract was previously considered to be a MBE or WBE but is later found not to be, or work is found not to be creditable toward the MBE or WBE goals as stated in the Utilization Plan, the Consultant shall seek to discharge the disqualified enterprise, upon proper written notification to the Contract Compliance Director, and make every effort to identify and engage a qualified MBE or WBE as its replacement. Failure to obtain an MBE or WBE replacement within 30 business days of the Contract Compliance Director's written approval of the removal of a purported MBE or WBE may result in the termination of the Contract or the imposition of such remedy authorized by the Ordinance, unless a written Petition for Reduction/Waiver is granted allowing the Consultant to award the work to a Person that is not certified as an MBE or WBE.

V. NON-COMPLIANCE

If the CCD determines that the Consultant has failed to comply with its contractual commitments or any portion of the Ordinance, the policies and procedures promulgated thereunder, or this Exhibit, the Contract Compliance Director shall notify the Consultant of such determination and may take any and all appropriate actions as set forth in the Ordinance or the policies and procedures promulgated thereunder which includes but is not limited to disqualification, penalties, withholding of payments or other remedies in law or equity.

VI. REPORTING/RECORD-KEEPING REQUIREMENTS

The Consultant shall comply with the reporting and record-keeping requirements in the manner and time established by the Ordinance, the policies and procedure promulgated thereunder, and the Contract Compliance Director. Failure to comply with such reporting and record-keeping requirements may result in a declaration of Contract default. Upon award of a Contract, a Consultant shall acquire and utilize all Cook County reporting and record-keeping forms and methods which are made available by the Office of Contract Compliance. MBE and WBE firms shall be required to verify payments made by and received from the prime Consultant.

VII. EQUAL EMPLOYMENT OPPORTUNITY

Compliance with MBE and WBE requirements will not diminish or supplant other legal Equal Employment Opportunity and Civil Rights requirements that relate to Consultant and Subcontractor obligations.

Any questions regarding this section should be directed to:

Contract Compliance Director

Cook County

118 North Clark Street, Room 1020

Chicago, Illinois 60602

(312) 603-5502

Lillian Lee (Procurement)

From: Sandra Moses-Potts (Contract Compliance)
Sent: Monday, March 28, 2016 8:51 AM
To: Lillian Lee (Procurement)
Subject: Contract No. 1581-15021/ Goal Request Response

Monday, March 28, 2016

Hi Lillian,

After reviewing the provided scope for Contract No.1585-15021, the Office of Contract Compliance recommends the MBE/WBE goals for the contract for FAMIS Cloud Implementation with a contract value of \$426,157.00 per Procurement Office (3/28/2016), and 2, one-year options to renew be set at 0% MBE and 0% WBE.

Should you have questions, please feel free to contact me.

Thank you.

Sandra Moses-Potts,
Contract Compliance Officer
Cook County - Office of Contract Compliance
118 N. Clark Street -Rm 1020
Chicago, IL 60602
312-603-5510 - phone
312-603-4547 - fax
sandra.mosespotts@cookcountyil.gov

"As always, make it a great Day".

EXHIBIT 5

Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

6/1/2016

DATE (MM/DD/YYYY)

3/3/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Insurance Brokers, LLC 900 E. Hamilton Avenue, Suite 100 CA License #0714705 Campbell CA 95008 (408) 200-3600	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED 1339866 Accruent, LLC 10801-2 N Mo-Pac Expressway, Suite 400 Austin TX 78759	INSURER A: National Fire Insurance Co of Hartford		20478
	INSURER B: The Continental Insurance Company		35289
	INSURER C: Columbia Casualty Company		31127
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 13939906 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	6016939768	6/1/2015	6/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	N	6016939754	6/1/2015	6/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	6016939737	6/1/2015	6/1/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ XXXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6016939771	6/1/2015	6/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability	N	N	596650705	1/20/2016	1/20/2017	\$2,000,000 each wrongful act \$2,000,000 total limit \$50,000 retention

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Cook County is included as Additional Insured to the extent provided by the policy language or endorsement issued or approved by the insurance carrier.

CERTIFICATE HOLDER**CANCELLATION** See Attachments

13939906
 Cook County
 Chief Procurement Officer
 118 North Clark Street, Room 1018
 Chicago IL 60602

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPR

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**TECHNOLOGY GENERAL LIABILITY EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Coverage afforded under this extension of coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Coverage Part.

1. ADDITIONAL INSURED - BLANKET VENDORS WHO IS AN INSURED (Section II) is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed, because of a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendors business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendors premises in connection with the sale of the product;
 - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (1) The exceptions contained in Subparagraphs d. or f.; or
- (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

3. This provision 1. does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Coverage Part.

4. This provision 1. does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Coverage Part or by endorsement.

2. MISCELLANEOUS ADDITIONAL INSURED WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization (called additional insured) described in paragraphs 2.a. through 2.h. below whom you are required to add as an additional insured on this policy under a written contract or agreement but the written contract or agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the "bodily injury," "property damage" or "personal injury and advertising injury," but only the following

additional insureds is limited as provided herein:

a. Additional Insured - "Your Work"

That person or organization for whom you do work is an additional insured solely for liability due to your negligence specifically resulting from "your work" for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured.

The insurance provided to the additional insured is limited as follows:

(1) The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.

(2) The coverage provided to the additional insured by this paragraph. 2.a., does not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless:

(a) It is required by the written contract or written agreement; and

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard" is not excluded either by the provisions of the Coverage Part or by endorsement.

(3) The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or failure to render any professional services.

b. State or Political Subdivisions

A state or political subdivision subject to the following provisions:

(1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent, or control and to which the insurance applies:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

(b) The construction, erection, or removal of elevators; or

(2) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality.

c. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their ability arising out of:

(1) Their financial control of you; or

(2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

d. Managers or Lessors of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease or be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

e. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver but only with respect to their liability as

mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

f. Owners/Other Interests - Land is Leased

An owner or other interest from whom land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

g. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

h. Lessor of Equipment

Any person or organization from whom you lease equipment. Such person or organization are insureds only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization. A person's or organization's status as an insured under this endorsement ends when their written contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply:

- (1) To any "occurrence" which takes place after the equipment lease expires; or
- (2) To "bodily injury," "property damage," or "personal and advertising injury" arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under paragraphs b. through h. above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard."

As respects the coverage provided under this endorsement, Paragraph 4.b. SECTION IV -

COMMERCIAL GENERAL LIABILITY CONDITIONS is deleted and replaced with the following:

4. Other Insurance

b. Excess Insurance

This insurance is excess over:

Any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or agreement specifically requires that this insurance be either primary or primary and noncontributing. Where required by written contract or agreement, we will consider any other insurance maintained by the additional insured for injury or damage covered by this endorsement to be excess and noncontributing with this insurance.

3. NEWLY FORMED OR ACQUIRED ORGANIZATIONS
Paragraph 3.a. of Section II - Who Is An Insured is deleted and replaced by the following:

Coverage under this provision is afforded only until the end of the policy period or the next anniversary of this policy's effective date after you acquire or form the organization, whichever is earlier.

4. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANY COVERAGE

A. The following is added to Section II - Who Is An Insured:

4. You are an insured when you had an interest in a joint venture, partnership or limited liability company which terminated or ended prior to or during this policy period but only to the extent of your interest in such joint venture, partnership or limited liability company. This coverage does not apply:

- a. Prior to the termination date of any joint venture, partnership or limited liability company; or
- b. If there is other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

B. The last paragraph of Section II - Who Is An Insured is deleted and replaced by the following:

Except as provided in 4. above, no person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

5. PARTNERSHIP OR JOINT VENTURES

Paragraph 1.b. of Section II - Who Is An Insured is deleted and replaced by the following:

b. A partnership (including a limited liability partnership) or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

6. EMPLOYEES AS INSURED - HEALTH CARE SERVICES

For other than a physician, paragraph 2.a.(1)(d) of Section II - Who Is An Insured does not apply with respect to professional health care services provided in the course of employment by you.

7. PROPERTY DAMAGE - PATTERNS, MOLDS AND DIES

Paragraphs (3) and (4) of Exclusion j. Damage to Property of SECTION I - EXCLUSIONS do not apply to patterns, molds or dies in the care, custody or control of the insured if the patterns, molds or dies are not being used to perform operations at the time of loss. A limit of insurance of \$25,000 per policy period applies to PROPERTY DAMAGE - PATTERNS, MOLDS AND DIES and is included within the General Aggregate Limit as described in SECTION III - LIMITS OF INSURANCE.

The insurance afforded by this provision 7. is excess over any valid and collectible property insurance (including any deductible) available to the insured, and the Other Insurance Condition is changed accordingly.

8. BODILY INJURY

Section V - Definitions, the definition of "bodily injury" is changed to read:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the bodily injury, sickness or disease.

9. EXPANDED PERSONAL AND ADVERTISING INJURY

A. The following is added to Section V - Definitions, the definition of "personal and advertising injury":

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

(1) Not done intentionally by or at the direction of:

(a) The insured; or

(b) Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

(2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or persons by any insured.

B. Exclusions of Section I - Coverage B - Personal and Advertising Injury Liability is amended to include the following:

p. Discrimination Relating To Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

q. Fines Or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

C. This provision 9. (EXPANDED PERSONAL AND ADVERTISING INJURY COVERAGE) does not apply to discrimination or humiliation committed in the states of New York or Ohio. Also, EXPANDED

PERSONAL AND ADVERTISING INJURY COVERAGE does not apply to policies issued in the states of New York or Ohio.

D. This provision 9. (EXPANDED PERSONAL AND ADVERTISING INJURY COVERAGE) does not apply if Section I - Coverage B - Personal And Advertising Injury Liability is excluded either by the provisions of the Coverage Part or by endorsement.

10. MEDICAL PAYMENTS

A. Paragraph 7. Medical Expense Limit, of Section III - Limits of Insurance is deleted and replaced by the following:

7. Subject to 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most we will pay under Section - I - Coverage C

for all medical expenses because of "bodily injury" sustained by any one person. The Medical Expense Limit is the greater of:

(1) \$15,000; or

(2) The amount shown in the Declarations for Medical Expense Limit.

B. This provision 10. (Medical Payments) does not apply if Section I - Coverage C Medical Payments is excluded either by the provisions of the Coverage Part or by endorsement.

C. Paragraph 1.a.(3)(2) of Section I - Coverage C - Medical Payments, is replaced by the following:

The expenses are incurred and reported to us within three years of the date of the accident; and

11. SUPPLEMENTARY PAYMENTS

A. Under Section I - Supplementary Payments - Coverages A and B, Paragraph 1.b., the limit of \$250 shown for the cost of bail bonds is replaced by \$2,500:

B. In Paragraph 1.d., the limit of \$250 shown for daily loss of earnings is replaced by \$1,000.

12. PROPERTY DAMAGE - ELEVATORS

With respect to Exclusions of Section I - Coverage A, paragraphs (3), (4) and (6) of Exclusion j. and Exclusion k. do not apply to the use of elevators.

The insurance afforded by this provision 12. is excess over any valid and collectible property insurance (including any deductible) available to the insured, and the Other Insurance Condition is changed accordingly.

13. LEGAL LIABILITY - DAMAGE TO PREMISES

A. Under Section I - Coverage A - Bodily Injury and Property Damage 2. Exclusions, Exclusion j. is replaced by the following.

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems) to premises including the contents of such premises, rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement. Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

B. Under Section I - Coverage A - Bodily Injury and Property Damage the last paragraph of 2. Exclusions is deleted and replaced by the following.

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner.

A separate limit of insurance applies to this coverage as described in Section III - Limits Of Insurance.

C. Paragraph 6. Damage To Premises Rented To You Limit of Section III - Limits Of Insurance is replaced by the following:

6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises while rented to you or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems, while rented to you or temporarily occupied by you with the permission of the owner. The Damage To Premises Rented To You Limit is the greater of:

a. \$500,000; or

b. The Damage To Premises Rented To You Limit shown in the Declarations.

D. Paragraph 4.b.(1)(b) of Section IV - Commercial General Liability Conditions is deleted and replaced by the following:

(b) That is property insurance for premises rented to you or temporarily occupied by you with the permission of the owner; or

E. This provision 13. (LEGAL LIABILITY - DAMAGE TO PREMISES) does not apply if Damage To Premises Rented To You Liability under Section I - Coverage A is excluded either by the provisions of the Coverage Part or by endorsement.

14. NON-OWNED WATERCRAFT

Under Section I - Coverage A - Bodily Injury and Property Damage, Exclusion 2.g., subparagraph (2) is deleted and replaced by the following.

(2) A watercraft you do not own that is:

(a) Less than 55 feet long; and

(b) Not being used to carry persons or property for a charge.

15. NON-OWNED AIRCRAFT

Exclusion 2.g. of Section I - Coverage A - Bodily Injury and Property Damage, does not apply to an aircraft you do not own, provided that:

1. The pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. It is rented with a trained, paid crew; and
3. It does not transport persons or cargo for a charge.

16. BROAD KNOWLEDGE OF OCCURRENCE

You must give us or our authorized representative notice of an "occurrence," offense, claim, or "suit" only when the "occurrence," offense, claim or "suit" is known to :

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) An executive officer or the employee designated by you to give such notice, if you are a corporation; or

(4) A manager, if you are a limited liability company.

17. NOTICE OF OCCURRENCE

The following is added to paragraph 2. of Section IV -

Commercial General Liability Conditions - Duties in The Event of Occurrence, Offense Claim or Suit:

Your rights under this Coverage Part will not be prejudiced if you fail to give us notice of an "occurrence," offense, claim or "suit" and that failure is solely due to your reasonable belief that the "bodily injury" or "property damage" is not covered under this Coverage Part. However, you shall give written notice of this "occurrence," offense, claim or "suit" to us as soon as you are aware that this insurance may apply to such "occurrence," offense claim or "suit."

18. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Based on our reliance on your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure.

19. EXPECTED OR INTENDED INJURY

Exclusion a. of Section I - Coverage A - Bodily Injury and Property Damage Liability is replaced by the following:

a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

20. LIBERALIZATION CLAUSE

If we adopt a change in our forms or rules which would broaden coverage provided under this endorsement without an additional premium charge, your policy will automatically provide the additional coverages as of the date the revision is effective in your state.

CNA

ADDITIONAL INSURED ENDORSEMENT - CONTRACTUAL OBLIGATION

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

<p>Name of Additional Insured Person Or Organization: Cook County 118 North Clark Street. Room 1018 Chicago , IL 60602</p>

1. Paragraph A.1. **Who is An Insured** of Section II - **LIABILITY COVERAGE** is amended to include as an additional insured the person or organization scheduled above, but only if you are required by "written contract" to make that person or organization an additional insured under this policy.
2. The insurance provided to the additional insured is limited as follows:
 - a. The person or organization is an additional insured only with respect to "bodily injury" or "property damage" arising out of a covered "auto" and caused by your negligent acts or omissions or the negligent acts or omissions of someone, other than the additional insured, for whom you are legally liable.
 - b. The person or organization is not an additional insured for the person or organization's own acts or omissions, nor those of anyone, other than you, for whom the person or organization is legally liable.
 - c. We will not provide the additional insured any broader coverage or any higher limit of liability than the least that is:
 - (1) Required by the "written contract"; or
 - (2) Afforded to you under this policy.
3. **Condition 2. Duties In the Event of Accident, Claim, Suit or Loss** of Section IV - **BUSINESS AUTO CONDITIONS** is amended to add the following conditions applicable to the additional insured:

An additional insured under this endorsement will as soon as practicable:

 - a. Give us written notice of an "accident" which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
 - b. Agree to make available any other insurance the additional insured has for a loss we cover under this policy;
 - c. Send us copies of all legal papers received, and otherwise cooperate with us in the investigation, defense, or settlement of the claim or "suit"; and
 - d. Tender the defense and indemnity of any claim or "suit" to any other insurer or self insurer whose policy or program applies to a loss we cover under this policy. But if the "written contract" requires this insurance to be primary and non-contributory, this provision d. does not apply to insurance on which the additional insured is a Named Insured.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a "suit."

CNA71526XX (10/12)

Page 1 of 2

Only for the purpose of the insurance provided by this endorsement, **SECTION V - DEFINITIONS** is amended to add the following definition:

"Written contract" means a written contract or written agreement that requires you to make a person or organization an additional insured under this policy, provided the contract or agreement:

1. Is currently in effect or becomes effective during the term of this policy; and
2. Was executed prior to the accident for which the additional insured seeks coverage under this policy.

All other terms and conditions of the Policy remain unchanged.

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CNA71526XX (10/12)

Policy No: 6016939754
Effective Date: 6/1/2015

Page 2 of 2

Insured Name: Accruent, LLC

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Attachment Code: D507907
Certificate ID: 13939906

EXHIBIT 6

Board Authorization



Board of Commissioners of Cook County

118 North Clark Street
Chicago, IL

Legislation Details (With Text)

File #: 16-2111 **Version:** 1 **Name:** Accruent, LLC, Chicago, Illinois
Type: Contract **Status:** Approved
File created: 3/8/2016 **In control:** Board of Commissioners
On agenda: 3/23/2016 **Final action:** 3/23/2016
Title: PROPOSED CONTRACT

Department(s): Facilities Management

Vendor: Accruent, LLC, Chicago, Illinois

Request: Authorization for the Chief Procurement Officer to enter into and execute

Good(s) or Service(s): Install new work order system

Contract Value: \$426,157.00

Contract period: 4/1/2016 - 3/31/2019 with two (2) one (1) year renewal option

Potential Fiscal Year Budget Impact: FY 2016 \$194,700.00, FY 2017 \$111,815.00, FY 2018 \$119,642

Accounts: Capital Equipment Project 8794 and 200-441

Contract Number(s): 1585-15021

Concurrences:

The vendor has met the Minority and Women Owned Business Enterprise Ordinance.

The Chief Procurement Officer Concurs.

The Bureau of Technology Concurs

Summary: This contract is to provide Facilities Management with a new work order system. This system will provide real time data analytics (smart system w/business logic) to help enhance transparency and accountability in performance and productivity-including cloud based work requests (tenant requests can be entered from any device), staff scheduling, dashboard view of KPIs (Key Performance Indicators) data in real time, enable flexible options for a mobile platform, and robust reporting capability with a focus on labor management and utilization.

This is a Comparable Procurement pursuant to Section 34-140 of the Cook County Procurement Code. Accruent LLC was previously awarded a contract by the State of Wisconsin through a competitive Request for Proposal (RFP) process.

Sponsors:

Indexes: BILQIS JACOBS-EL, Director, Department of Facilities Management

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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3/23/2016

1

Board of Commissioners

approved

Pass

PROPOSED CONTRACT

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This is a Comparable Procurement pursuant to Section 34-140 of the Cook County Procurement Code. Accruent LLC was previously awarded a contract by the State of Wisconsin through a competitive Request for Proposal (RFP) process.

EXHIBIT 7
Identification of Subcontractor/Supplier/Subconsultant Form

Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form

OCPO ONLY:	
<input type="radio"/> Disqualification	
<input type="radio"/> Check Complete	

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract. In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.:	Date: 02/11/2014
Total Bid or Proposal Amount:	Contract Title:
Contractor: Accruent, LLC	Subcontractor/Supplier/ Subconsultant to be added or substitute: N/A
Authorized Contact for Contractor: Van W. Goodrich	Authorized Contact for Subcontractor/Supplier/ Subconsultant:
Email Address (Contractor): vang@accruent.com	Email Address (Subcontractor):
Company Address (Contractor): 10801- 2 N. Mopac Expy, Suite 400	Company Address (Subcontractor):
City, State and Zip (Contractor): Austin, TX 78759	City, State and Zip (Subcontractor):
Telephone and Fax (Contractor): 512-354-2574 512-342-2449	Telephone and Fax (Subcontractor):
Estimated Start and Completion Dates (Contractor):	Estimated Start and Completion Dates (Subcontractor):

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.

Contractor Accruent, LLC

Name Van W. Goodrich CFO

Title _____

Prime Contractor Signature _____ Date 2/11/14

EXHIBIT 8
Electronic Payable Program

**OFFICE OF THE COOK COUNTY COMPTROLLER
ELECTRONIC PAYABLES PROGRAM ("E-PAYABLES")**

FOR INFORMATION PURPOSES ONLY

**This document describes the Office of the Cook County Comptroller's Electronic Payables Program ("E-Payables").
If you wish to participate in E-Payables, please contact the Cook County Comptroller's Office, Accounts Payable, 118 N. Clark
Street, Room 500, Chicago, IL 60602.**

DESCRIPTION

To increase payment efficiency and timeliness, we have introduced E-Payables program, a new payment initiative to our accounts payable model. This new initiative utilizes a Visa purchasing card and operates through the Visa payment network. This is County's preferred method of payment and your participation in our Visa purchasing card program will provide mutual benefits both to your organization and ours.

As a vendor, you may experience the following benefits by accepting this new payment type:

- Improved cash flow and accelerated payment
- Reduced paperwork and a more streamlined accounts receivable process
- Elimination of stop payment issues
- Reduced payment delays
- Reduced costs for handling paper checks
- Payments settled directly to your merchant account

There are two options within this initiative:

3. Dedicated Credit Card – "PULL" Settlement

For this option, you will have an assigned dedicated credit card to be used for each payment. You will provide a point of contact within your organization who will keep credit card information on file. Each time a payment is made, you will receive a remittance advice via email detailing the invoices being paid. Each time you receive a remittance advice, you will process payments in the same manner you process credit card transactions today.

4. One-Time Use Credit Card – "SUGA" Settlement

For this option, you will provide a point of contact within your organization who will receive an email notification authorizing you to process payments in the same manner you process credit card transactions today. Each time payment is made, you will receive a remittance advice, via email, detailing the invoices being paid. Also, each time you receive a remittance advice, you will receive a new, unique credit card number. This option is ideal for suppliers who are unable to keep credit card account information on file.

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EXHIBIT 9

Economic Disclosure Statements

**COOK COUNTY
ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1-2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 - 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15-17
6	Cook County Signature Page	EDS 18

SECTION 1

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

Definitions. Terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, as applicable.

Affiliate means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

Code means the Code of Ordinances, Cook County, Illinois available on municode.com.

Contract shall include any written document to make Procurements by or on behalf of Cook County.

Contractor or *Contracting Party* means a person that enters into a Contract with the County.

Control means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

EDS means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

Joint Venture means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract.

Lobby or *lobbying* means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

Lobbyist means any person who lobbies.

Person or *Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

Prohibited Acts means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

RFP means a Request for Proposals issued pursuant to this Procurement Code.

RFQ means a Request for Qualifications issued to obtain the qualifications of interested parties.

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

Section 1: Instructions. Section 1 sets forth the instructions for completing and executing this EDS.

Section 2: Certifications. Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 3: Economic and Other Disclosures Statement. Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

Required Updates. The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at cookcountyil.gov/ethics-board-of.

Authorized Signers of Contract and EDS Execution Page. If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

CERTIFICATIONS

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in subparagraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20% or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE APPLICANT HEREBY CERTIFIES THAT: In accordance with 720 ILCS 5/33 E-11, neither the Applicant nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.

C. DRUG FREE WORKPLACE ACT

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

D. DELINQUENCY IN PAYMENT OF TAXES

THE APPLICANT HEREBY CERTIFIES THAT: *The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

F. ILLINOIS HUMAN RIGHTS ACT

THE APPLICANT HEREBY CERTIFIES THAT: *It is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at www.municode.com.

I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at www.municode.com.

J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for-profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

SECTION 3

REQUIRED DISCLOSURES

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons that have made lobbying contacts on your behalf with respect to this contract:

Name	Address
N/A	
_____	_____
_____	_____

2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)

Local business means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

a) Is Applicant a "Local Business" as defined above?
Yes: _____ No:

b) If yes, list business addresses within Cook County:

c) Does Applicant employ the majority of its regular full-time workforce within Cook County?
Yes: _____ No:

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

CONTRACT NO. 1585-15021

The Applicant must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Applicant in Cook County:

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

- b) The Applicant owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Applicant is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Applicant must explain below:

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Applicant certified to all Certifications and other statements contained in this EDS.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 et seq.) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

- 1. An Applicant for County Action and
- 2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the Applicant or Stock/Beneficial Interest Holder

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name Accvent, LLC

D/B/A: _____

FEIN NO.: 27-1433889

Street Address: 10801-2 N. Mopac Expy. Suite 400

City: Austin

State: TX

Zip Code: 78759

Phone No.: 512.354.2574

Fax Number: 512.342.2449

Email: sales@accvent.com

Cook County Business Registration Number: _____
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): _____

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) LLC

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage interest in Applicant/Holder
N/A		

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
N/A		

3. Is the Applicant constructively controlled by another person or Legal Entity? Yes No
 If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
N/A			

Corporate Officers, Members and Partners Information:

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
Mark Friedman	10801-2 N. Mopac Austin TX 78759	CEO	20 years
Van W. Goodrich	" "	CFO	6 years

Declaration (check the applicable box):

- I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

van W. Goodrich
Name of Authorized Applicant/Holder Representative (please print or type)

CEO
Title

[Signature]
Signature

2/13/16
Date

vang@accruent.com
E-mail address

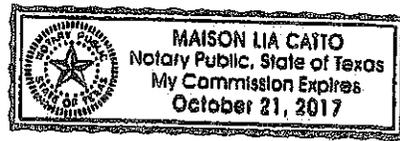
512-354-2574
Phone Number

Subscribed to and sworn before me
this 8th day of Feb, 2016

My commission expires: 10/21/17

X [Signature]
Notary Public Signature

Notary Seal





COOK COUNTY BOARD OF ETHICS
 69 W. WASHINGTON STREET, SUITE 3040
 CHICAGO, ILLINOIS 60602
 312/603-4304 Office 312/603-9988 Fax

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

Additional Definitions:

"Familial relationship" means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

- | | | |
|----------------------------------|--|---------------------------------------|
| <input type="checkbox"/> Parent | <input type="checkbox"/> Grandparent | <input type="checkbox"/> Stepfather |
| <input type="checkbox"/> Child | <input type="checkbox"/> Grandchild | <input type="checkbox"/> Stepmother |
| <input type="checkbox"/> Brother | <input type="checkbox"/> Father-in-law | <input type="checkbox"/> Stepson |
| <input type="checkbox"/> Sister | <input type="checkbox"/> Mother-in-law | <input type="checkbox"/> Stepdaughter |
| <input type="checkbox"/> Aunt | <input type="checkbox"/> Son-in-law | <input type="checkbox"/> Stepbrother |
| <input type="checkbox"/> Uncle | <input type="checkbox"/> Daughter-in-law | <input type="checkbox"/> Stepsister |
| <input type="checkbox"/> Niece | <input type="checkbox"/> Brother-in-law | <input type="checkbox"/> Half-brother |
| <input type="checkbox"/> Nephew | <input type="checkbox"/> Sister-in-law | <input type="checkbox"/> Half-sister |

COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM

CONTRACT NO. 1585-15021

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY

Name of Person Doing Business with the County: Accruent, LLC

Address of Person Doing Business with the County: 10801-2 N. Mopac Expy, Austin TX

Phone number of Person Doing Business with the County: 512.354.2574

Email address of Person Doing Business with the County: Sales@accruent.com

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:

Bethany Martinez, Legal Counsel, bmartinez@accruent.com

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the preceding calendar year if disclosure is made on January 1), identify:

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: _____

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ _____

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: _____

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: _____

C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS

Check the box that applies and provide related information where needed

The Person Doing Business with the County is an individual and there is no familial relationship between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

The Person Doing Business with the County is a business entity and there is no familial relationship between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

CONTRACT NO. 1585-15021

- The Person Doing Business with the County is an individual and there is a familial relationship between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. The familial relationships are as follows:

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

If more space is needed, attach an additional sheet following the above format.

- The Person Doing Business with the County is a business entity and there is a familial relationship between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. The familial relationships are as follows:

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County

Name of Related County Employee or State, County or Municipal Elected Official

Title and Position of Related County Employee or State, County or Municipal Elected Official

Nature of Familial Relationship*

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County

Name of Related County Employee or State, County or Municipal Elected Official

Title and Position of Related County Employee or State, County or Municipal Elected Official

Nature of Familial Relationship*

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Employee of Business Entity Directly Engaged in Doing Business with the County

Name of Related County Employee or State, County or Municipal Elected Official

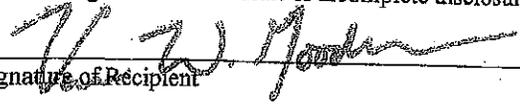
Title and Position of Related County Employee or State, County or Municipal Elected Official

Nature of Familial Relationship*

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

If more space is needed, attach an additional sheet following the above format.

VERIFICATION: To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

Signature of Recipient 

Date 01/28/2014

SUBMIT COMPLETED FORM TO:

Cook County Board of Ethics
 69 West Washington Street, Suite 3040, Chicago, Illinois 60602
 Office (312) 603-4304 – Fax (312) 603-9988
 CookCounty.Ethics@cookcountyil.gov

* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (i.e. in laws and step relations) or adoption.

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, *including Substantial Owners*, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

I. Contract Information:

Contract Number: _____

County Using Agency (requesting Procurement): _____

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Accurent, LLC

Substantial Owner Complete Name: _____

FEIN# 27-1433889

Date of Birth: _____

E-mail address: salega@accurent.com

Street Address: 10801-2 N. Mopac Expy, Suite 400

City: Austin

State: TX

Zip: 78759

Home Phone: () _____

Driver's License No: _____

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., YES or **NO**

Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., YES or **NO**

Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., YES or **NO**

Employee Classification Act, 820 ILCS 185/1 et seq., YES or **NO**

Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., YES or **NO**

Any comparable state statute or regulation of any state, which governs the payment of wages YES or **NO**

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under Section IV.

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner
YES or NO

Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation
YES or NO

Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default
YES or NO

Other factors that the Person or Substantial Owner believe are relevant.
YES or NO

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: [Signature] Date: 2/3/16

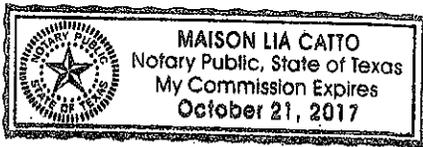
Name of Person signing (Print): Van W. Goodrich Title: CFO

Subscribed and sworn to before me this 3rd day of February, 2016

X [Signature]
Notary Public Signature

Notary Seal

Note: The above information is subject to verification prior to the award of the Contract.



SECTION 5

CONTRACT AND EDS EXECUTION PAGE
PLEASE EXECUTE THREE ORIGINAL COPIES

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

Execution by Corporation

_____ Corporation's Name	_____ President's Printed Name and Signature
_____ Telephone	_____ Email
_____ Secretary Signature	_____ Date

Execution by LLC

_____ Accrvent, LLC LLC Name	_____ <i>[Signature]</i> *Member/Manager Printed Name and Signature
_____ 3/15/16 Date	_____ 512-354-2574 vang@accrvent.com Telephone and Email

Execution by Partnership/Joint Venture

_____ Partnership/Joint Venture Name	_____ *Partner/Joint Venturer Printed Name and Signature
_____ Date	_____ Telephone and Email

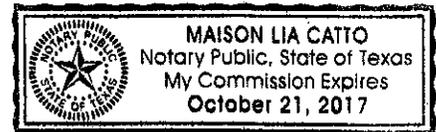
Execution by Sole Proprietorship

_____ Printed Name and Signature	_____ Date
_____ Telephone	_____ Email

Subscribed and sworn to before me this
15 day of March, 2016

[Signature]
Notary Public Signature

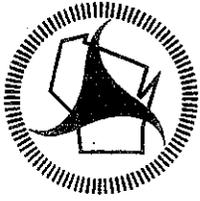
My commission expires:
10/21/17
Notary Seal



If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

ATTACHMENT 1

Reference Contract: State of Wisconsin Contract #407345 - Integrated Workplace Management System Software



Wisconsin Department of Transportation

February 13, 2014

Accruent LLC
Attn: Scott Cooper
10801-2 N. Mo-Pac Expressway
Austin, TX 78759

Purchasing
4802 Sheboygan Ave., Room 751
P O Box 7396
Madison, WI 53707-7396
Phone: 608-267-3628
FAX: 608-267-3609

Subject: RFP #271949, Integrated Workplace Management System Software

Dear Mr. Cooper,

The Wisconsin Department of Transportation has completed the review of the above listed proposal. It is our intent to award this contract to your company. State government policy and procedure requires that we must wait five working days (through February 21, 2014) for any protests from other proposers before awarding this contract. After those five days, if the WisDOT Secretary does not receive any intent-to-protest letter or actual protest letter, WisDot and your company may enter into negotiations.

This letter is the notice of intent to contract and does not constitute a contractual commitment.

I've attached a spreadsheet with the proposal scoring.

Thank you for taking the time to participate.

Sincerely,

Lyman Fuson

Lyman Fuson
Section Chief, WisDOT Purchasing and Distribution Services
Telephone: 608-267-3628
E-mail: lyman.fuson@dot.wi.gov

271949--IWMS

Proposal Abstract Synopsis

Round 1 Scoring		Scorer Number					5 Average
Technical Scores Only		1	2	3	4		
Accruent							
Technical Score	1700	965	1600	1433	900	1160	1092
Applied Data System							
Technical Score	1700	850	770	760	655	1100	827
Asset Works							
Technical Score	1700	985	760	1105	615	1305	954
BRG							
Technical Score	1700	1015	1025	1185	675	1482	1076
eCIFM Solutions							
Technical Score	1700	880	950	1050	705	1010	919
Serco							
Technical Score	1700	1050	1230	1040	720	1310	1150
Talisen/ISM							
Technical Score	1700	925	995	1283	690	1500	1069
ValuD							
Technical Score	1700	1050	1065	1284	730	1557	1137

The top 3 technical scorers, Accruent, Serco and ValuD, were asked to provide demonstrations and further documentation. Cost proposals are not reviewed until after all technical scores are completed.

Round 2 Scoring

Scorer Number	1	2	3	4	5	Average
Accruent						
Technical Score	1090	1300	1325	1165	1405	1257
Overall Cost (5 Year Ownership)						285
Total	1090	1300	1325	1165	1405	1542

Serco						
Technical Score	1005	955	1105	940	1290	1059
Overall Cost (5 Year Ownership)						67
Total	1005	955	1105	940	1290	1126

ValuD						
Technical Score	1085	1060	1214	1075	1395	1165
Overall Cost (5 Year Ownership)						115
Total	1085	1060	1214	1075	1395	1280

Costs:	Points
Accruent	285
Serco	67
ValuD	115
AssetWorks	147
Talisen/ISM	63
BRG	146
eCIFM	268
Applied	300

AGREEMENT

This Agreement is entered into between Accruent, LLC with its principal place of business at 10801-2 N. Mopac Expressway, Suite 400, Austin, TX 78759. ("Accruent") and State of Wisconsin Department of Transportation with its principal place of business at 4802 Sheboygan Avenue Room 751, PO Box 7396, Madison, WI 53707-7396 ("Client"). The effective date of this Agreement is April 25, 2014 ("Effective Date").

For good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. PURPOSE AND SCOPE

1.1 Agreement. This Agreement establishes the general terms and conditions to which the parties have agreed in relation to the provision of SaaS Services and Professional Services.

All references to the "Agreement" shall mean this document and any associated Order Documents.

2. DEFINITIONS

"Accruent Software": each Accruent-developed and/or Accruent-owned software product in machine readable object code (not source code), the Documentation for such product, and any updates thereto.

"Affiliate": an entity controlling, controlled by or under common control with a party to the Agreement where control means the ownership or control, directly or indirectly, of more than fifty percent (50%) of all the voting power of the shares (or other securities or rights) entitled to vote for the election of directors or other governing authority.

"Client": refers to the entity that has entered into this Agreement with Accruent.

"Client Data": any data and information that Client provides, generates, transfers or makes available to Accruent under this Agreement, whether printed, electronic, or in some other format, and Client Data shall include data and information belonging to Client's customer.

"Content": any information, data, text, software, music, sound, photographs, graphics, video messages or other material to which Client is provided access through Accruent.

"Documentation": the user instructions, release notes, manuals and on-line help files in the form generally made available by Accruent, regarding the use of the applicable Software.

"Intellectual Property": any and all intellectual property rights, recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed or recorded, including without limitation inventions, technology, patents rights (including patent applications and disclosures), copyrights, trade secrets, trademarks, service marks, trade dress, methodologies, procedures, processes, know-how, tools, utilities, techniques, various concepts, ideas, methods, models, templates, software, source code, algorithms, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, general purpose consulting and software tools, utilities and routines, and logic, coherence and methods of operation of systems, training methodology and materials, which Accruent has created, acquired or otherwise has rights in, and may, in connection with the performance of Services hereunder, create, employ, provide, modify, create, acquire or otherwise obtain rights in.

"License Metrics": the limitation on the usage of each of the SaaS Services as designated and/or defined in the applicable Order Document by a term such as number of leases, square footage, number of locations, reports.

"Malicious Code": computer viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"Maintenance": the support services for the SaaS Services which are provided under Accruent's Maintenance Policies (as may be amended by Accruent from time to time) in effect at the time the Services are provided. For the avoidance of doubt, Maintenance excludes Professional Services.

"Order Document" means the document(s), regardless of its actual name, executed by the parties which incorporates by reference the terms of the Agreement, and describes Client's order-specific information, such as description of the SaaS Services ordered, license scope, use and restrictions, fees, and/or Third Party EULAs if any.

"Professional Services": data conversion, implementation, site planning, configuration, integration and deployment of the SaaS Services, training, project management and other consulting services.

"SaaS Services": the provision of the Software and/or Content as a service which is hosted by Accruent or its hosting providers and which is accessed by Client via the Internet, as more fully described below and in associated Order Document(s).

"Services" means collectively (i) the Professional Services; (ii) Maintenance and (iii) SaaS Services.

"Software": the Accruent Software and Third Party Software.

"Third Party EULA" or "EULA": the end user license agreement that accompanies the Third Party Software, is appended to the Order Document or is otherwise published by the third party supplier, and which governs the use of or access by Client to the applicable Third Party Software.

"Third Party Software": software in object code form, including Documentation and updates, owned by an entity other than Accruent which are to be provided to Client by Accruent on a pass-through, reseller or OEM basis

3. SAAS SERVICES

3.1 **Grant of Use.** Subject to the timely payment of the applicable fees and the terms of this Agreement, Accruent grants to Client and its Affiliates, for the Initial Term and each Renewal Term (defined in Section 12.1), the right to access and use the SaaS Services, solely for Client's and Affiliates internal business purposes.

SaaS Services purchased may be accessed by or used to manage the number of License Metrics specified in the Order Document. Additional License Metrics may be purchased under an additional Order Document at the pricing in effect at the time the additional License Metrics are added, prorated for the remainder of the then-current Term. The added License Metrics shall have the same term as the then applicable Term. Fees are based on Services and License Metrics purchased and not actual usage.

3.2 **SaaS Environment.** Client is solely responsible for obtaining and maintaining at its own expense, all equipment needed to access the SaaS Services, including but not limited to Client's Internet access.

3.3 **Service Availability.** Accruent shall use commercially reasonable efforts to make the SaaS Services available 24 hours a day, 7 days a week, except for: (a) planned weekly downtime of which Accruent shall schedule to the extent reasonably practicable from 6:00pm PT Tuesday to 3:00am PT Wednesday (Accruent shall endeavor to give at least 8 hours notice via the SaaS Services), or b) planned monthly downtime (of which Accruent shall endeavor to give at least 5 days advance notice) one weekend per month between 6:00 pm PT Friday to 3:00 am PT Monday; (c) emergency downtime (which Accruent shall use reasonable efforts to provide advance notice); (d) any unavailability caused by circumstances beyond Accruent's reasonable control, including without limitation, Force Majeure Events, or Internet service provider failures or delays.

Client acknowledges that Accruent does not control the transfer of data over telecommunications facilities, including the Internet. Accruent does not warrant secure operation of the SaaS Services or that it will be able to prevent third party disruptions of such Services. Client acknowledges further that the SaaS Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. Accruent is not responsible for any delays, delivery failures, or other damage resulting from such problems.

3.4 **Maintenance Services.** Subject to Client's timely payment of applicable SaaS Services fees, Accruent will provide to Client the Maintenance services, under Accruent's Maintenance policies in effect at the time the Services are provided.

3.5 **Backups and Restoration Services.** Provided Client is not otherwise in breach of the Agreement, Accruent will provide backup copies and/or database restoration, upon written request and subject to Client's payment of applicable fees for such service (a then-current fee schedule will be provided upon request).

3.6 **Passwords; Security.** Client is responsible for maintaining the confidentiality of all passwords and for ensuring that each password is used only by the authorized user. Client is entirely responsible for any and all activities that occur under Client's account. Client agrees to immediately notify Accruent of any unauthorized use of Client's account or any other breach of security known to Client. Accruent shall have no liability for any loss or damage arising from Client's failure to comply with these requirements. Accruent will maintain Client passwords as confidential and will not disclose them to third parties.

3.7 **Client Data.** Client shall be solely responsible for the accuracy, quality, integrity and legality of Client Data and of the means by which it acquired Client Data.

3.8 **Acceptable Use.** Client acknowledges and agrees that Accruent does not monitor or police the content of communications or data of Client or its users transmitted through the Services, and that Accruent shall not be responsible for the content of any such communications or transmissions. Client shall use the Services exclusively for authorized and legal purposes, consistent with all applicable laws and regulations. Client agrees not to post or upload any content or data which (a) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (b) contains Malicious Code; (c) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; or (d) otherwise violates any applicable law. Client further agrees not to interfere or disrupt networks connected to the Services, not to interfere with another entity's use and enjoyment of similar services and to comply with all regulations, policies and procedures of networks connected to the SaaS Services. Accruent may remove any violating content posted on the Services or transmitted through the Services, without notice to Client. Accruent may suspend or terminate any user's access to the SaaS Services upon notice in the event that Accruent reasonably determines that such user has violated the terms and conditions of this Agreement.

3.9 **Security.** Accruent will maintain the SaaS Service at either an Accruent location or a reputable third party Internet service provider and hosting facility, where it is subject to commercially reasonable security precautions to prevent unauthorized access to the SaaS Service. Client Data and the maintenance of Client Data and such procedures shall comply with industry standards for the type of information maintained. However, Client acknowledges that, notwithstanding such security precautions, use of or connection to the Internet provides the opportunity for unauthorized third parties to circumvent such precautions and illegally gain access to the SaaS Services.

3.10 **Disaster Recovery.** Accruent's standard disaster recovery service is included in Client's SaaS Service fees. In the event a disaster is declared Accruent will initiate the Accruent disaster recovery process and shall use commercially reasonable efforts to resume access to Client's environment at Accruent's alternate data center facility in accordance with Accruent's recovery time objectives.

4. PROFESSIONAL SERVICES

4.1 **Work Authorizations/Statements of Work.** Accruent will perform the mutually agreed upon services for Client described in one or more work orders, work authorizations or statements of work or Order Documents (collectively "SOW") as the parties may agree to in writing from time to time. Each SOW, once executed by the authorized representatives of the parties, shall become a part of the Agreement. Except as expressly stated elsewhere in this Agreement, in the event of a conflict between the terms of this Agreement and the terms of a SOW, the terms of this Agreement shall prevail.

4.2 **Change Orders.** Either party may propose a change order to add to, reduce or change the work ordered in the SOW. Each change order shall specify the change(s) to the services or deliverables, and the effect on the time of performance and on the fees owed to Accruent, due to the change. Once executed by both parties, a change order shall become a part of the SOW.

4.3 **Costs.** Unless otherwise expressly stated in the applicable SOW, Professional Services shall be provided on a time and materials ("T&M") basis at Accruent's T&M rates in effect at the time the Professional Services are performed. On a T&M engagement, if an estimated total amount is stated in the applicable SOW, that amount is solely a good faith estimate for Client's budgeting and Accruent's resource scheduling purposes and not a

guarantee that the work will be completed for that amount. If Client wishes the Accruent personnel to perform on Client's site, Client agrees it shall give Accruent at least two (2) weeks' prior notice so Accruent can make appropriate travel arrangements.

4.4 Delays/Costs Overruns. In the event of any delay in Client's performance of any of the obligations set forth herein or any other delays caused by Client, the milestones, fees and date(s) set forth in the SOW shall be adjusted on a T&M basis as reasonably necessary to account for such delays, and the adjustment shall be made by change order in accordance with the provisions of section 1.2 above. If Client reschedules Services hereunder on less than ten (10) days prior written notice, Customer will reimburse Accruent for the delayed resources for the duration of the delay up to ten (10) days on a T&M basis.

4.5 Responsibility. Accruent shall be responsible for securing, managing, scheduling, coordinating and supervising Accruent personnel, including its subcontractors, in performing the Services.

4.6 Cooperation. Client shall provide Accruent with commercially reasonable cooperation and access to such information, facilities, personnel and equipment as may be reasonably required by Accruent in order to provide the Services, including, but not limited to, providing security access, information, and software interfaces to Client's applications, and Client personnel, as may be reasonably requested by Accruent from time to time. Client acknowledges and agrees that Accruent performance is dependent upon the timely and effective satisfaction of Client's responsibilities hereunder and timely decisions and approvals of Client in connection with the Services. Accruent shall be entitled to rely on all decisions and approvals of Client.

4.7 Client Data. Client's data must be provided to Accruent in a format approved by Accruent or additional charges will apply. Client is responsible for the accuracy and completeness of its information and Client Data. Accruent's performance is dependent on Client's timely provision of accurate and complete resources and information, including but not limited to detailed, precise and clear specifications for any deliverables.

5. FINANCIAL TERMS

5.1 Fees and Payment Terms. Fees are specified in the applicable Order Document and unless stated otherwise are denominated in United States dollars.

Unless agreed otherwise in an applicable Order Document, fees are due within thirty (30) days of invoice date.

5.2 Overdue Charges. In the event any fees are not received by Accruent by the due date, then Accruent may, at its discretion (a) charge interest on past due balances at the lesser of a 1½% per month or the highest rate allowed by law, and (b) Accruent shall be entitled to condition future purchases on shorter payment terms.

5.3 Suspension of Services and Acceleration. In the event any amounts are thirty (30) or more days overdue, Accruent will be entitled (without limiting any of its other rights and remedies) (a) to suspend its performance and (b) to require full payment before any additional performance is rendered by Accruent and (c) Accruent may accelerate all future amounts to be due, such that all remaining periodic payments for the then current Term of the applicable Order Document shall be due and owing.

5.4 Taxes. Unless expressly provided otherwise, the prices in the Agreement do not include taxes. Client agrees to pay any taxes, other than those based on Accruent's net income, arising out of the Agreement. If Client is tax-exempt, Client agrees to send Accruent a copy of its tax-exempt certificate prior to execution of an Order Document. Client shall be responsible for any liability or expense incurred by Accruent as a result of Client's failure or delay in paying taxes due.

5.5 T&E Expenses. Unless otherwise noted within the Order Document, Accruent's reasonable travel and lodging expenses incurred by Accruent in the performance of Services on Client's site will be billed separately at actual cost.

6. CONFIDENTIALITY

6.1 Defined. By virtue of the Agreement, the parties may be exposed to or be provided with certain confidential and proprietary information of the other party or third parties, including but not limited to information designated as confidential in writing or information which ought to be in good faith considered confidential and proprietary to the disclosing party ("**Confidential Information**"). Confidential Information includes, but is not limited to the terms and conditions (but not the existence) of the Agreement including without limitation all Order Documents, all trade secrets, software, source code, object code, specifications, documentation, business plans, customer lists and customer-related information, financial information, proposals, budgets as well as results of testing and benchmarking of the Software or other services, product roadmap, data and other information of Accruent and its licensors relating to or embodied in the Software or Documentation. Accruent's placement of a copyright notice on any portion of any Software will not be construed to mean that such portion has been published and will not derogate from any claim that such portion contains proprietary and confidential information of Accruent.

6.2 Non-Disclosure. Each party will protect the other party's Confidential Information from unauthorized dissemination and use the same degree of care that each such party uses to protect its own confidential information, but in no event less than a reasonable amount of care. Neither party will use Confidential Information of the other party for purposes other than those necessary to directly further the purposes of the Agreement. Neither party will disclose to third parties Confidential Information without prior written consent of the other party.

6.3 Exceptions. Information shall not be considered Confidential Information to the extent, but only to the extent, that the receiving party can establish that such information (i) is or becomes generally known or available to the public through no fault of the receiving party; (ii) was in the receiving party's possession before receipt from the disclosing party; (iii) is lawfully obtained from a third party who has the right to make such disclosure; or (iv) has been independently developed by one party without reference to any Confidential Information of the other.

6.4 Compelled Disclosure. The receiving party may disclose Confidential Information of the disclosing party if it is compelled by law to do so, provided the receiving party gives the disclosing party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's cost, if the disclosing party wishes to contest the disclosure.

7. PRIVACY

Client represents and warrants that before providing personal information to Accruent or its agents, it will comply with any laws applicable to the disclosure of personal information, including providing notices to or obtaining permission from third parties to allow sharing of their personal information with Accruent under the Agreement. No personal information will be disseminated by Accruent to any third parties, except as consented to by Client or required by law.

If Client provides personal data to Accruent from data subjects in Canada or the European Union ("EU"), then Client hereby (a) acknowledges that in connection with any products or services provided by Accruent under this Agreement, Accruent may transfer/access/store/process personal data outside of the EU and Canada in countries (such as the United States) that under EU laws may not ensure an adequate level of data protection (the "Data

File: _____

Transfer"); and (b) consents to such Data Transfer, and Client shall ensure that it complies with all applicable EU and Canadian laws that apply to Client as the data controller of such personal data in connection with the Data Transfer. Accruent will take reasonable measures to protect the security of such personal data transferred by Client to Accruent.

8. LIMITED RIGHTS AND OWNERSHIP

"Protected Materials" as used herein means Software, Content, Services or Accruent's or its licensors' Intellectual Property or Confidential Information.

8.1 Reservation of Rights. All rights not expressly granted in the Agreement are reserved by Accruent and its licensors. Client acknowledges that: (i) all Software is licensed and not sold and all Content is subscribed to and not sold; (ii) Client acquires only the right to use the Software, Content, or Services and Accruent, its licensors, and Content providers shall retain sole and exclusive ownership of and all rights, title, and interest in the Protected Materials, including (whether developed by Accruent, Client or a third party) (a) Intellectual Property embodied or associated with, (b) deliverables and work product associated with, and (c) all copies and derivative works thereof; and (iii) the Protected Materials, including the source and object codes, logic and structure, constitute valuable trade secrets of Accruent and its licensors. Client agrees to secure and protect the Protected Materials consistent with the maintenance of Accruent's and its licensors' rights therein, as set forth in this Agreement.

8.2 Restrictions. Client shall not itself, or through any affiliate, employee, consultant, contractor, agent or other third party: (i) sell, resell, distribute, host, lease, rent, license or sublicense, in whole or in part, the Protected Materials; (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the Software, including the license keys, in whole or in part, for competitive purposes or otherwise; (iii) allow access to, provide, divulge or make available the Protected Materials to any user other than Client's employees who have a need to such access and who shall be bound by a nondisclosure agreement with provisions that are at least as restrictive as the terms of the Agreement; (iv) write or develop any derivative works based upon the Protected Materials; (v) modify, adapt, translate or otherwise make any changes to the Protected Materials or any part thereof; (vi) use the Protected Materials to provide processing services to third parties, or otherwise use the same on a 'service bureau' basis; (vii) disclose or publish, without Accruent's prior written consent, performance or capacity statistics or the results of any benchmark test performed on the Protected Materials; (viii) allow any access or use of the Protected Materials to or by any third party without Accruent's prior written consent for any purpose, including but not limited to outsourcing, installation, upgrade and customization services; or (ix) otherwise use or copy the Protected Materials except as expressly permitted herein.

8.3 Client Data. Client retains sole and exclusive ownership to any and all Client Data.

8.4 License Grant by Client. Client grants to Accruent a non-exclusive, royalty free license, to use Client Data or other material of Client for the purpose of performing its obligations under the Agreement.

8.5 Enforcement. Client shall (i) ensure that all users of the SaaS Services comply with the terms and conditions of the Agreement, (ii) promptly notify Accruent of any actual or suspected violation thereof and (iii) cooperate with Accruent with respect to investigation and enforcement of the Agreement.

9. INDEMNIFICATION

9.1 Accruent will defend or settle, at its option and expense, any action, suit or proceeding brought against Client that the SaaS Services infringe a third party's USA patent, copyright, or trademark ("Claim"). Accruent will indemnify Client against all damages and costs finally awarded or those costs and damages agreed to in a monetary settlement of such action, which are attributable exclusively to such Claim, provided that Client: (i) promptly gives written notice of the claim to Accruent; (ii) gives Accruent sole control of the defense and settlement of the Claim; (iii) provides Accruent, at Accruent's expense, with all available information and assistance relating to the Claim and cooperates with Accruent and its counsel; (iv) does not compromise or settle such Claim; and (v) is not in material breach of any agreement with Accruent.

Accruent has no obligation to the extent any Claim results from: (i) Client having modified the SaaS Services or used a release other than a current unaltered release of the Accruent Software, if such an infringement would have been avoided by the use of a current unaltered release of the Accruent Software, (ii) Third Party Software and/or Content, or (iii) the combination, operation or use of the SaaS Services with software or data not provided by Accruent.

If it is adjudicated that an Infringement of the SaaS Service by itself and used in accordance with the Agreement infringes any USA patent, registered copyright, or registered trademark, Accruent shall, at its option: (i) procure for Client the right to continue using the SaaS Service; (ii) replace or modify the same so it becomes non-infringing; or (iii) Client will be entitled to a refund of (i) the pre-paid portion of the SaaS Services fees paid to Accruent for the affected SaaS Service. THIS SECTION STATES ACCRUENT'S ENTIRE OBLIGATION TO CLIENT AND CLIENT'S SOLE REMEDY FOR ANY CLAIM OF INFRINGEMENT.

9.2 Client will defend or settle, at its option and expense any claims or actions made or brought against Accruent by a third party alleging that the Client Data, or Client's use of the Services in violation of this Agreement, infringes the Intellectual property rights of, or has otherwise harmed, a third party; provided, that Accruent: (i) promptly provides written notice of the claim to Client; (ii) provides Client sole control of the defense and settlement of the claim (provided that Client may not settle any claim unless it unconditionally releases Accruent of all liability); and (iii) provides to Client, at Client's cost, all reasonable assistance.

10. WARRANTIES.

10.1 Warranties. Accruent warrants that for a period of ninety (90) days following the initial SaaS Services start date, the SaaS Services will perform materially in conformance with the applicable SaaS Services Documentation.

10.2 Remedies. If the SaaS Services are not performed consistent with the above warranty, Client shall promptly notify Accruent in writing of its claim. As Client's exclusive remedy for any claim under this warranty and provided that such claim is determined by Accruent to be Accruent's responsibility, Accruent shall, within 30 days of its receipt of Client's written notice, (i) re-perform the affected SaaS Services so that they are conforming; (ii) provide Client with a plan reasonably acceptable to Client for re-performing the affected SaaS Services; or (iii) if neither (i) nor (ii) can be accomplished with reasonable commercial efforts from Accruent, then Accruent or Client may terminate the affected SaaS Service, and Client will be entitled to a refund of the pre-paid portion of the fees paid for the affected Service. The preceding warranty cure shall constitute Accruent's entire liability and Client's exclusive remedy for cure of the warranty set forth herein. If Client elects not to terminate the SaaS Service, Client waives all rights for the applicable warranty cure set forth herein.

10.3 Exclusions. Accruent is not responsible for any claimed breach of any warranty set forth in section 10.1 caused by: (i) modifications made to the SaaS Services by anyone other than Accruent; (ii) the combination, operation or use of the SaaS Services with any items not certified by Accruent; (iii) Accruent's adherence to Client's specifications or instructions; (iv) errors caused by or related to internet connections or (v) Client deviating from the SaaS Services operating procedures described in the Documentation.

10.4 Third Party Software and Content. Client acknowledges that certain modules of the SaaS Services may contain Third Party Software. Accruent may add and/or substitute functionally equivalent products for any third party items in the event of product unavailability, end-of-life, or changes to software requirements. The provision of Content is subject to availability from third party Content providers and Accruent shall have no liability should such Content become unavailable for any reason or is no longer available under reasonable commercial terms. Client's use of any Third Party Software shall be subject to, and Client and users shall comply with this Agreement and any applicable Third Party EULAs. Accruent makes no warranty with respect to any Third Party Software and Content. Client's sole remedy with respect to such Third Party Software shall be pursuant to the original licensor's warranty, if any, to Accruent, to the extent permitted by the original licensor. Content and Third Party Software are made available on an "AS IS, AS AVAILABLE" Basis.

10.5 Disclaimer. THE WARRANTIES SET FORTH IN THIS SECTION ARE IN LIEU OF, AND ACCRUENT, ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (i) ANY WARRANTY THAT ANY SAAS SERVICES, ARE ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION OR THAT ALL ERRORS WILL BE CORRECTED; (ii) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, (iii) ANY WARRANTY THAT CONTENT AND/OR THIRD PARTY SOFTWARE WILL BE ACCURATE, RELIABLE AND ERROR-FREE AND (iv) ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. NO ADVICE, STATEMENT OR INFORMATION GIVEN BY ACCRUENT, ITS AFFILIATES, CONTRACTORS OR EMPLOYEES SHALL CREATE OR CHANGE ANY WARRANTY PROVIDED HEREIN. Client acknowledges that use of or connection to the Internet provides the opportunity for unauthorized third parties to circumvent security precautions and illegally gain access to the Services and Client Data. Accordingly, Accruent cannot and does not guaranty the privacy, security or authenticity of any information so transmitted over or stored in any system connected to the Internet.

10.6 NOTHING CONTAINED HEREIN THIS SECTION 10 (WARRANTIES) SHALL AIM TO LIMIT ANY LIABILITY TO THE EXTENT PROHIBITED BY LAW.

11. LIMITATION OF LIABILITY.

11.1 TO THE FULLEST EXTENT PERMITTED BY LAW, ACCRUENT'S TOTAL LIABILITY (INCLUDING ATTORNEYS FEES AWARDED UNDER THE AGREEMENT) TO CLIENT FOR ANY CLAIM BY CLIENT OR ANY THIRD PARTIES UNDER THE AGREEMENT, EXCLUDING LIABILITY PURSUANT TO SECTION 9 (INDEMNIFICATION), WILL BE LIMITED TO, THE FEES PAID FOR THE PRIOR TWELVE (12) MONTHS FOR THE SERVICE WHICH IS THE SUBJECT MATTER OF THE CLAIM.

11.2 EXCLUDING LIABILITY PURSUANT TO (I) SECTION 6 (CONFIDENTIALITY) AND/OR (II) ANY MISAPPROPRIATION OF ACCRUENT INTELLECTUAL PROPERTY; IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY PUNITIVE, TREBLE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, STAFF TIME, GOODWILL, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, WHETHER OR NOT A PARTY HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.3 EXCEPT FOR NON-PAYMENT OF ANY FEES DUE TO ACCRUENT, NO CLAIM ARISING OUT OF THE AGREEMENT, REGARDLESS OF FORM, MAY BE BROUGHT MORE THAN THE SHORTER OF ONE YEAR OR THE MINIMUM PERIOD ALLOWED BY LAW AFTER THE CAUSE OF ACTION HAS OCCURRED.

11.4 NOTHING CONTAINED HEREIN THIS SECTION 11 (LIMITATION OF LIABILITY) SHALL AIM TO LIMIT ANY LIABILITY TO THE EXTENT PROHIBITED BY LAW.

11.5 THIS SECTION SHALL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDY.

12. TERM AND TERMINATION

12.1 Term. The term of this Agreement shall commence on the Effective Date set forth above and shall continue in full force and effect until the expiration or termination of all Order Documents and SOW, unless otherwise terminated earlier as provided hereunder. SaaS Services commence on the date specified in the Order Document and continue for the term set forth in the Order Document ("Initial Term"). Following the end of the Initial Term, SaaS Services shall automatically renew for the same length as the Initial Term (a "Renewal Term") unless Client gives written notice 60 days prior to the end of the Initial Term or any Renewal Term, of its intention to terminate the Service. The pricing for the first twelve months of any Renewal Term shall be provided by Accruent in writing no less than 90 days prior to the end of the Initial Term or any Renewal Term. The Initial Term and Renewal Terms are collectively referred to as the "Term".

12.2 Termination. Either party may terminate the Agreement including all Order Documents and SOW immediately upon written notice in the event of the following:

- (i) In the event that the other party commits a non-remediable material breach of the Agreement, or if the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within 30 days of being notified in writing of such breach except for breach of Section 5 (Financial Terms) which shall have a ten (10) day cure period; or
- (ii) In the event of institution of bankruptcy, receivership, insolvency, reorganization, or other similar proceedings by or against either party under any section or chapter of the United States Bankruptcy Code, as amended, or under any similar laws or statutes of the United States or any state thereof, if such proceedings have not been dismissed or discharged within thirty (30) calendar days after they are instituted; or the insolvency or making of an assignment for the benefit of creditors or the admittance by either party of any involuntary debts as they mature or the institution of any reorganization arrangement or other readjustment of debt plan of either party not involving the United States Bankruptcy Code.

Where a party has a right to terminate the Agreement, the terminating party may, at its discretion, either terminate the Agreement or the applicable Order Document. Order Documents that are not terminated shall continue in full force and effect under the terms of this Agreement.

Following termination of the Agreement (for whatever reason), Client shall certify that it has returned or destroyed all copies of the applicable Content and Confidential Information and acknowledges that its rights to use the same are relinquished. Termination of this Agreement for any reason shall not excuse Client's obligation to pay in full any and all amounts due, nor shall termination by Accruent result in a refund of fees paid. Upon termination of the

SaaS Services, and provided Client is not in breach of any of its obligations under the Agreement, Accruent will, upon Client's written request and payment of the applicable fees, provide a backup copy of Client's Data (a then-current fee schedule will be provided upon request).

13. GENERAL PROVISIONS

13.1 Force Majeure. Neither party shall have the right to terminate the Agreement or an Order Document or SOW and neither party shall incur any liability to the other party on account of any loss, claim, damage or liability to the extent resulting from any delay or failure to perform all or any part of this Agreement, Order Document or SOW (except for payment obligations), if and to the extent such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without any negligence on the part of the party seeking protection under this section. Such events, occurrences, or causes shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, terrorism, earthquake, fire or explosions ("Force Majeure Events"). Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

13.2 Assignment. Accruent may assign the Agreement and all of its rights and obligations herein without Client's approval to its parent company or other affiliated company, to a successor by operation of law, or by reason of the sale or transfer of all or substantially all of its stock or assets to another entity. Except as provided above, neither party may assign or transfer the Agreement without the prior written consent of the other party.

13.3 Notice of U.S. Government Restricted Rights. If the Client hereunder is the U.S. Government, or if the Software is acquired hereunder on behalf of the U.S. Government with U.S. Government federal funding, notice is hereby given that the Software is commercial computer software and documentation developed exclusively at private expense and are furnished as follows: "U.S. GOVERNMENT RESTRICTED RIGHTS. Software and the Protected Rights delivered subject to the FAR 52.227-19. All use, duplication and disclosure of the Software and/or the Protected Rights by or on behalf of the U.S. Government shall be subject to this Agreement and the restrictions contained in FAR 52.227-19, Commercial Computer Software License - (December 2007)".

13.4 Export. Client shall comply fully with all relevant export laws and regulations of the United States to ensure that (i) the Software and/or Protected Rights are not exported, directly or indirectly, in violation of United States law, export embargo, prohibition or restriction and (ii) no Services are accessed or used in violation of any United States law, export embargo, prohibition or restriction.

13.5 Non-solicitation. During the term of this Master Agreement and for a period of one year following its termination, neither party will solicit for employment directly or through other parties, without the other party's written permission, any individual employed by the other party, provided however that the solicitation or hiring of individuals responding to general public marketing and recruiting advertisements and events shall not be a violation of this provision; only active, targeted solicitation is prohibited.

13.6 Compliance. Client shall maintain and make available to Accruent records sufficient to permit Accruent or an independent auditor retained by Accruent to verify, upon ten days' written notice, Client's full compliance with the terms and requirements of the Agreement. Such audit shall be performed during regular business hours. If such verification process reveals any noncompliance by Client with the Agreement, Client shall reimburse Accruent for the reasonable costs and expenses of such verification process (including, but not limited to the fees of an independent auditor) incurred by Accruent, and Client shall promptly cure any such noncompliance, including without limitation through the payment of any and all fees owed to Accruent during the period of noncompliance; provided, however, that the obligations under this section do not constitute a waiver of Accruent's termination rights. Client acknowledges that the Software includes a license manager component to track usage of the Software and agrees not to impede, disable or otherwise undermine such license manager's operation.

13.7 Notices. Any notice required or permitted to be sent under the Agreement shall be delivered by hand, by overnight courier, or by registered mail, return receipt requested, to the address of the parties first set forth in the Agreement or to such other address of the parties designated in writing in accordance with this subsection.

13.8 Relationship. The Agreement is not intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither party may bind the other party or act in a manner which expresses or implies a relationship other than that of independent contractor.

13.9 Publicity. Client hereby grants Accruent permission to make reasonable use of the name and logo of Client for Accruent's promotional activities, marketing materials and case studies.

13.10 Invalidity. If any provision of the Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

13.11 Survival. The following provisions will survive any termination or expiration of the Agreement: sections 1, 2, 5, 6, 8.1, 8.2, 8.3, 8.5, 10, 11, 12 and 13.

13.12 No Waiver. Any waiver of the provisions of the Agreement or of a party's rights or remedies under the Agreement must be in writing to be effective. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the party granting such waiver in any other respect or at any other time. The waiver by either of the parties hereto of a breach or of a default under any of the provisions of the Agreement shall not be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder. The rights and remedies herein provided are cumulative and none is exclusive of any other, or of any rights or remedies that any party may otherwise have at law or in equity. Failure, neglect, or delay by a party to enforce the provisions of the Agreement or its rights or remedies at any time, shall not be construed and shall not be deemed to be a waiver of such party's rights under the Agreement and shall not in any way affect the validity of the whole or any part of the Agreement or prejudice such party's right to take subsequent action.

13.13 Entire Agreement. The Agreement and the applicable Order Document(s) and/or SOW(s) constitute the parties' entire agreement relating to its subject matter. It cancels and supersedes all prior or contemporaneous oral or written communications, requests for proposals, proposals, conditions, representations, and warranties, or other communication between the parties relating to its subject matter as well as any prior contractual agreements between the parties. No modification to the Agreement will be binding unless in writing and includes a signature by an authorized representative of each party. All pre-printed terms of any Client purchase order or other business processing document shall have no effect.

13.14 No Third Party Beneficiaries. This Agreement is for the benefit of the parties and their successors and permitted assigns, and does not confer any rights or benefits on any third party, including any employee of a party, any client of a party, or any employee of a client of a party. Notwithstanding the above, the parties acknowledge that all rights and benefits afforded to Accruent under the Agreement shall apply equally to the owner of the Third

Party Software with respect to the Third Party Software, and such third party is an intended third party beneficiary of the Agreement, with respect to the Third Party Software.

13.15 **Governing Law and Venue.** The Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin without giving effect to its principles of conflict of laws. Any dispute shall be litigated in the state or federal courts located in the State of Wisconsin to whose exclusive jurisdiction the parties hereby consent. For purposes of establishing jurisdiction in Wisconsin under this Agreement, each party hereby waives, to the fullest extent permitted by applicable law, any claim that: (i) it is not personally subject to the jurisdiction of such court; (ii) it is immune from any legal process with respect to it or its property; and (iii) any such suit, action or proceeding is brought in an inconvenient forum. The parties agree that this contract is not a contract for the sale of goods; therefore, the Agreement shall not be governed by any codification of Article 2 or 2A of the Uniform Commercial Code, or any codification of the Uniform Computer Information Technology Act ("UCITA"), or any references to the United National Convention on Contracts for the International Sale of Goods.

13.16 **Order of Precedence.** In the event of a conflict between an Order Document and this Agreement, this Agreement shall prevail, provided, however, that such standard variable terms such as price, quantity, license scope and License Metrics, tax exempt status, payment terms, shipping instructions and the like shall be specified on each Order Document. All pre-printed terms of any Client purchase order or other business processing document shall have no effect. To the extent any provision of this Agreement conflicts with the provisions of a Third Party EULA, the Third Party EULA will take precedence solely in relation to such Third Party Software.

13.17 **Headings and Drafting.** The headings in the Agreement shall not be used to construe or interpret the Agreement. The Agreement shall not be construed in favor of or against a party based on the author of the document.

13.18 **Counterparts.** The Agreement may be executed in one or more counterparts, each of which shall constitute an enforceable original of the Agreement, and that facsimile and/or pdf scanned copies of signatures shall be as effective and binding as original signatures.

IN WITNESS WHEREOF, the duly authorized representatives of the parties agree to the terms and conditions of this Agreement.

State of Wisconsin Department of Transportation

Accruent, LLC

Sign: *Pat Jackson-Ward*
Print Name: PATRICIA JACKSON-WARD
Title: Director Bureau of Bus Bus
Date: 4.25.14

Sign: *[Signature]*
Print Name: VAN W GOODRICH
Title: CFO
Date: 4/28/14

Sign: *[Signature]*
Print Name: LISA ONKEL
Title: Section Chief
Date: 4/28/14

SERVICE LEVEL ATTACHMENT

This Attachment is an attachment to Agreement by and between Accruent, and Client. Capitalized terms used herein that are undefined shall have the meanings ascribed to such terms in the Agreement.

1. Definitions

"Calendar Month" shall mean the first to the last day of a calendar month.

"Downtime" shall mean: (a) planned weekly downtime which Accruent shall schedule to the extent reasonably practicable from 6:00pm PT Tuesday to 3:00am PT Wednesday; (b) planned monthly downtime (of which Accruent shall endeavor to give at least 5 days advance notice) one weekend per month between 6:00 pm PT Friday to 3:00 am PT Monday; (c) emergency downtime (which Accruent shall use reasonable efforts to provide advance notice); (d) any unavailability caused by circumstances beyond Accruent's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, computer, telecommunications, internet service provider or hosting facility failures or delays involving hardware, software or power systems not within Accruent's possession or reasonable control, and denial of service attacks; (e) any errors that result from Clients improper use of the Service or (f) problems caused by Client's data, power supply, hardware, database, network, web servers, operation or other environmental factors of Client not within the direct control of Accruent.

"Incident" means an event which causes or may cause interruption to, or a reduction in the quality of, the Service, including without limitation any problem with or defect in the equipment, Software or data related to the Service.

"Response Time" shall mean the time it takes Accruent to communicate to the Initial Client contact on a support request and assumes the support request was properly filed. Response time is not a resolution goal and should not be interpreted as a guarantee of service

"Service Credit" shall mean the average daily subscription fee calculated as follows: Annual Subscription fee/365.

"Severity" means the assessed possible risk or effect of an Incident on Client's business operations. All notifications, escalations and standards for responding to Incidents are set by Severity. Some of the elements used in determining the Severity of an Incident are the criticality of the applications being affected and the number of Users affected. Severity shall be classified by Accruent in accordance with Accruent's standard Severity Level classifications, as noted in section 3 below

2. Service Levels – Service Availability.

The Service is expected to be available twenty-four (24) hours per day, seven (7) days per week except for Downtime. Excluding Downtime Accruent is committed to maintaining 99.5% availability per calendar month for the Service during the Term.

In the event Accruent fails to meet an average of 98.5% availability during a particular Calendar Month (excluding Downtime), Accruent will, as Client's sole and exclusive remedy credit to Client's account one Service Credit for each percentage point below 98.5% availability (excluding Downtime) during such Calendar Month.

3. Service Levels – Incident Response Times.

Client is required to report Incidents via Accruent's ticketing system (via the Client Support Portal). Once a ticket is reported into Accruent's ticketing system, Accruent begins measuring the response time. For severity 1 or 2 Incidents, the Client must call the Accruent Help Desk so that the process of verifying the incident can begin immediately. Target response times for Incidents by Severity level are provided below:

Severity Level	Description	Target Response Time
1	Critical issue that results in a complete system outage or major application failure which prevents Client from performing critical business process that has immediate financial impact or impact to data integrity. There is no workaround available.	1 business hour

File: _____

Severity Level	Description	Target Response Time
2	Serious issue that prevents the execution of a critical business process causing disruption of a major business function. It is causing serious impact on daily functions or processing and there is no acceptable workaround.	4 business hours
3	Issue that does not prevent the execution of a critical business process and does not impact data integrity. The problem may be reasonably circumvented using an available workaround.	2 business days
4	An inquiry and/or low system/business process impact issue. Examples include cosmetic defects on screens, errors in documentation, or an enhancement request.	3 business days

In the event Accruent fails to meet the Target Response Times for Severity 1 and Severity 2 Incidents as noted above during a particular Calendar Month, Accruent will as Client's sole and exclusive remedy credit to Client's account Service Credits as follows:

Number of Missed Severity 1 and 2 Target Response Times during a Calendar Month	Number of Service Credits
0-1	0
2-4	1
5-7	2
Over 8	3

4. General.

Accruent will monitor the availability of the Service and the response times for the issues reported and any applicable Service Credits will be credited to Client on the following quarter's invoice. Client acknowledges and agrees that the allocation of Service Credits shall not result in any refund of fees, except at the end of the Term or the applicable Renewal Term.

5. Annual Review.

The parties agree that this Service Level Attachment may be amended by Accruent on an annual basis.

File: _____

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ORDER DOCUMENT

This Order Document # 001 incorporates by reference and is governed by the terms and conditions of the Agreement, dated April 25, 2014, between State of Wisconsin Department of Transportation ("Client") and Accruent, LLC ("Accruent"), ("Agreement") and is effective as of April 25, 2014 ("Order Effective Date").

The parties accept and agree to this Order Document, as follows:

CLIENT CONTACT INFORMATION	
Primary Contact: Lyman Fuson Address: 4802 Sheboygan Ave Madison, WI 53705 E-mail: Lyman.Fuson@dot.wi.gov Phone: 608-267-3628	Billing Contact: Sherri Voigt Address: 4802 Sheboygan Ave Rm 851 Madison, WI 53705 E-mail: Sherr12.Voigt@dot.wi.gov Phone: 608-266-2814
Does Client require a purchase order for this order? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, PO#: TBD	Tax ID Number: 40704 Is Client Tax Exempt ? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, Please provide exemption certificate

SAAS SERVICE LICENSED MODULES AND FEES
License Module SaaS: Subject to the terms and conditions of the Agreement and payment of the applicable fees, Accruent grants Client a license to access the Licensed Modules (as defined below) as part of the SaaS Service for a non-cancelable period as stated in TERM INFORMATION below via Accruent's SaaS Services for State of Wisconsin Department of Transportation (the "Purpose").

Phase 1 – (Starting on May 1, 2014)		Minimum Annual Fee
Famis4 Licensed Modules	FAMIS Maintenance Management *	\$16,664.00
	FAMIS Inspections	\$4,166.00
Storage: Up to 500MB for document and attachment storage: unlimited for Client electronic information (excluding documents and/or attachments) stored and processed via the SaaS Services Additional storage available in blocks of 1GB: \$25/mo		**Included**
Updates: Accruent enhances the SaaS Service from time to time and will provide Client with access to such enhancements without additional charge. "Updates" are further defined in the Agreement.		**Included**
Product Support: Accruent will provide phone and email product support ("Product Support") for up to 2 designated Client personnel (listed below) between 6:00am PT and 5:00pm PT.		**Included**
Total First Annual Fee for Phase 1:		\$20,830.00
PAYMENT TERMS: The First Annual Fee for Phase 1 shall be invoiced upon execution of this Order Document and payment shall be due net 30 days from the date of the invoice. Thereafter, each subsequent Annual Fee shall be invoiced in advance with payment due net 30 days. All fees exclude any applicable taxes.		

accruent

PHASE 1 TERM INFORMATION	
Committed SaaS Term for Phase 1:	In consideration for the pricing agreed herein, Accruent will grant Client a license to access the Phase 1 Licensed Modules (as defined above) via the SaaS Services for a non-cancelable period of five (5) years. Client shall not have the right to terminate the SaaS services without cause through the expiration of the committed five (5) year term. Thereafter, the SaaS Services shall automatically renew on an annual basis at then current fees.
Phase 1 Commencement Date:	May 1, 2014
Maximum Annual Increase to Phase 1 Fees During the Committed SaaS Term for Phase 1:	The greater of CPI or five percent (5%)

Phase 2 - (Starting on December 1, 2014)		Minimum Annual Fee
<i>FAMIS4 Licensed Modules</i>	FAMIS Space Management (w/AutoCAD Interface)	\$30,426.00
	FAMIS Real Estate Administration	\$21,000.00
SAML: Single Sign On		\$6,000.00
TOTAL Additional Annual Fee for Phase 2 Modules		\$57,426.00
Total Prorated Amount for Phase 2 Modules for period from December 1, 2014 through April 30, 2015		\$23,927.50
PAYMENT TERMS: The Additional Prorated Annual Fee for Phase 2 shall be invoiced on December 1, 2014, and payment shall be due net 30 days from the date of the invoice. Thereafter, each subsequent Annual Fee shall be invoiced in advance with payment due net 30 days. All fees exclude any applicable taxes.		

PHASE 2 TERM INFORMATION	
Committed SaaS Term for Phase 2:	In consideration for the pricing agreed herein, Accruent will grant Client a license to access the Phase 2 Licensed Modules (as defined above) via the SaaS Services for an initial prorated term beginning on December 1, 2014 and ending on April 30, 2015. Thereafter, the SaaS Services shall automatically renew for four (4) additional 1 year terms. Client shall not have the right to terminate the SaaS services without cause through the expiration of the Committed SaaS Term for Phase 2. Thereafter, the SaaS Services shall automatically renew on an annual basis at then current fees.
Phase 2 SaaS Term Commencement Date:	December 1, 2014
Maximum Annual Increase to Phase 2 Fees During the Committed SaaS Term for Phase 2:	The greater of CPI or five percent (5%)

ACCRUENT FAMIS4 MODULES	
If, during the Committed SaaS Term, the below modules become available for purchase by Accruent, Client may purchase the module(s) by executing an applicable order document with Accruent. The fees for each module shall be as detailed below:	
FAMIS4 Licensed Modules:	Minimum Annual SaaS Services Fee:
<ul style="list-style-type: none"> • FAMIS Business Intelligence • FAMIS Facility Assessments • FAMIS Utility Management 	<ul style="list-style-type: none"> • \$4,166.00 • \$3,333.00 • \$8,332.00
Client acknowledges that the provision of pricing and projected availability dates for the above FAMIS modules is an indication of Accruent's current intent and not a commitment that any such modules shall be made available.	

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CLIENT'S PRODUCT SUPPORT CONTACTS	
Name:	Name:
Title:	Title:
Phone:	Phone:
Address:	Address:
Email:	Email:

Accruent reserves the right to reject this Order Document if it is not signed and returned to Accruent prior to April 30, 2014.

Acknowledged and agreed by the duly authorized representatives of the parties.

State of Wisconsin Department of Transportation
4802 Sheboygan Avenue, Room 751
PO Box 7396
Madison, WI 53707-7396

Accruent, LLC
10801-2 N. Mopac Expressway, Suite 400,
Austin, TX 78759

Signature: *Pat Jackson-Ward*

Signature: *[Signature]*

Print Name: PATRICIA JACKSON-WARD

Print Name: VW W. GOODRECH

Title: Director, Bur of Bus SWS

Title: CFO

Date: 4-25-14

Date: 4/29/14

2

ACCRUENT, LLC
PROFESSIONAL SERVICES

**FAMIS IMPLEMENTATION SERVICES FOR
WISCONSIN DEPARTMENT OF TRANSPORTATION
STATEMENT OF WORK**

April 28, 2014

RE: Statement of Work – Implementation of FAMIS Phase 1 for Wisconsin Department of Transportation

Dear Herman:

We are pleased to have the opportunity to provide our services to the Wisconsin Department of Transportation (WisDOT). This Statement of Work ("SOW") will document our agreement to implement Accruent's FAMIS product for WisDOT.

This SOW outlines our approach for implementation of the FAMIS product at WisDOT. Specifically, this SOW addresses implementation of the functionality described below:

- Initial set-up and configuration of the Maintenance Management and Inspections FAMIS modules for WisDOT.
- Administrator and End-User training for the Maintenance Management and Inspections FAMIS modules for WisDOT.
- Assisting WisDOT in gathering, formatting and loading data using the pre-defined, spreadsheet-based formats for loading WisDOT data into the FAMIS Maintenance Management and Inspections modules.

This engagement will be performed under the terms and conditions of the Public Sector SaaS Agreement dated April 25, 2014 ("Agreement"). This document will be referred to as WisDOT-SOW #1 to distinguish it from other Statements of Work that may be executed under the Agreement.

Please refer any questions regarding this SOW to Jerrod Kuerth, FAMIS Professional Services Director at Accruent. You can reach Jerrod directly at 512-851-0063.

We look forward to the opportunity to work with WisDOT on this engagement.

Sincerely,

R. Morgan McReynolds
VP, Professional Services
Accruent, LLC

Statement of Work - Terms and Conditions

Statement of Work - Terms and Conditions

This Statement of Work ("SOW") is entered into by and between the Wisconsin Department of Transportation ("WisDOT") and Accruent, LLC ("Accruent"). The terms and conditions of the Public Sector SaaS Agreement by and between WisDOT and Accruent, LLC dated April 25th, 2014 ("Agreement") shall govern this SOW. Collectively, Accruent and WisDOT may be referred to as the "Parties" or in the singular as "Party". Any terms specified herein that conflict with the terms of the Agreement shall supersede the terms of the Agreement solely in relation to the services being performed under this Statement of Work.

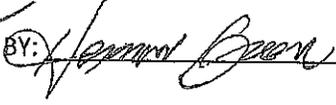
The terms herein are valid provided that WisDOT executes this SOW by December 31, 2014. Services ordered hereunder will be available to WisDOT through July 31, 2015. Any unused prepaid fees for such Services shall be forfeited at the earlier of the date the project is closed or six (6) months from the Effective Date.

To indicate your acceptance of this SOW, please sign in the spaces provided below. Execution of this SOW by the parties signifies the agreement of the parties to the terms set forth herein, with the effective date to be defined by the date of the last signature below ("Effective Date").

ACCRUENT, LLC

THE WISCONSIN DEPARTMENT OF TRANSPORTATION

BY: 

BY: 

PRINTED

PRINTED

NAME: R. MORGAN MCREYNOLDS

NAME: HERMAN GREEN

TITLE: VP, PROFESSIONAL SERVICES

TITLE: PROCESSES MANAGEMENT OFFICER

DATE: 4/27/14

DATE: 4.25.14

Accruent Project Name: WisDOT: FAMIS Implementation

WisDOT Billing Accounts Payable Contact:	WisDOT Project Manager:
Name: <u>See PAGE 10</u> Address: Telephone: Fax: Email:	Name: Joshua Lyons Address: 4802 Sheboygan Ave Madison, WI 53705 Telephone: 608.261.5870 Email: Joshua.Lyons@dot.wi.gov

1. PROJECT SCOPE & DELIVERABLES

During the course of this engagement project, Accruent will provide WisDOT with the scope of effort and deliverables defined in this section.

The scope of effort and deliverables associated with engagement are divided into two component parts. The first covers the Database Setup ("Database Setup"):

- DATABASE SETUP- Accruent will create two (2) FAMIS environments for WisDOT. One (1) environment will be used for testing and the other environment will be used for production. ✓

The second component of this engagement covers other elements of FAMIS Implementation Services ("Other In-Scope FAMIS Implementation Services"):

- PROJECT MANAGEMENT- Accruent will provide a resource who will serve as a Project Manager. Accruent's Project Manager will work in coordination with a single resource from WisDOT who will serve as the WisDOT Project Manager. Accruent's Project Manager and WisDOT's Project Manager shall have joint and equal responsibility for the success of the project and will each have responsibility for carrying out the responsibilities of their respective organizations as defined in this SOW.

Accruent's Project Manager will serve as the coordination point for Accruent's obligations under this SOW.

- TRAINING- Accruent will provide the following training services:
 - Up to Thirty -Eight (38) hours of FAMIS administrator and Maintenance Management and Inspections end-user train-the-trainer training.
 - Classes will be delivered remotely for up to ten (10) users per class. Accruent and WisDOT Project Managers will define and agree to a training plan. Any training not explicitly listed in this Section is considered outside the scope of this project.
- PROCESS DEVELOPMENT- Accruent will provide the following process development services:
 - Up to Sixty (60) hours of FAMIS process support.
- GENERAL SYSTEM CONFIGURATION- Accruent will work with WisDOT to coordinate, configure and format property types, regions, user security profiles, request types, subtypes, priorities, activity groups, business rules and notification rules.
- DATA GATHERING, FORMATTING AND LOADING- Accruent will assist WisDOT to gather and format building and space data, assets, schedules, user data and vendor data in the spreadsheet format provided by Accruent. Additionally, Accruent will perform one (1) iteration to load the data that WisDOT populates into the spreadsheet format provided by Accruent into test and one (1) iteration into production.

2. PROJECT ESTIMATE OVERVIEW

There is a One-Time Fixed Fee for the Database Setup of Two Thousand Four Hundred dollars (\$2,400.00).

Exclusive of the One-Time Fixed Fee for Database Setup, as outlined above, Other In-Scope FAMIS Implementation Services shall be performed on a time and materials basis for approximately Eighty-three Thousand dollars (\$83,000.00) ("Estimated Fees"), plus expenses as set forth below. This estimate is based on the information that Accruent acquired during meetings with WisDOT. Services shall be provided under this SOW at a rate of Two Hundred dollars (\$200.00) per hour for Consulting Services.

Based on the requirements and scope described in this SOW, Accruent has estimated the work effort and schedule shown in the next sections.

- ESTIMATED EFFORT- This Table shows the estimated effort for this engagement by activity.

Task	Estimated Effort (Work Hours)
Project Management	85
General System Configuration	70
Data Gathering, Formatting & Loading	162
Process Development	60
Training	38
Estimated Hours	415

- ESTIMATED TOTAL FEES- This Table shows estimated total fees for all services covered by this engagement.

Task	Estimated Effort (Hours)	Rate per Hour	Fees
One-Time Fixed Fee for Database Setup	N/A	N/A	\$2,400.00
Estimated Fees (for Other In-Scope FAMIS Implementation Services)	415	\$200.00	\$83,000.00
Estimated Total Fees			\$85,400.00

- ESTIMATED SCHEDULE

The project will be broken into 3 phases that will include adoption periods between Phase 1 and Phase 2, and Phase 2 and Phase 3. This phase will take approximately 16 weeks followed by a 1-2 month adoption period, but is ultimately affected by a number of factors, including the ability of WisDOT resources to complete their obligations and deliverables according to the agreed upon project plan.

This schedule assumes neither overtime, nor any work on weekends or Accruent holidays. The actual project start date will be subject to the availability of Accruent personnel as well as execution of this SOW by both WisDOT and Accruent. No work can be scheduled or started pursuant to this SOW if WisDOT has an Accounts Receivables balance with Accruent that is more than Thirty (30) days delinquent.

- ASSUMPTIONS

This section lists assumptions used in the development of the work estimate and schedule that are critical to execution of the project as presented in this SOW. If any of these assumptions are rendered invalid, the budget and schedule defined in this SOW may be impacted.

- The Services described herein to be performed by Accruent resources will take place at Accruent facilities.

- WisDOT will designate an administrator. The Estimated Fees are for guidance only related to configuration. All actual configuration work will be done by WisDOT's administrator as part of administrator training with the guidance of Accruent.
- If WisDOT adds or replaces an administrator during the project, additional training or professional services may be required and additional fees may apply. Any additions will be presented for approval before any work begins.
- WisDOT's team will put all data into the spreadsheet provided by Accruent, and follow the agreed upon project standard to create clean and ready-to-load ("Load-Ready") files. The Load-Ready standards will be established in the beginning of the project process and will be signed off by the Accruent Project Manager and WisDOT's Project Manager.
- Additional data migration or conversion beyond the data that is available to load in the spreadsheets provided by Accruent for the Maintenance Management and Inspections FAMIS modules is considered out of the scope of this engagement. If additional data migration or conversion is requested, Accruent Project Manager will create a Change Request.
- Loading of work order history data is considered out of scope.
- Integration and interfaces with WisDOT's legacy systems are considered out of scope for this engagement.
- No FAMIS modules other than Maintenance Management and Inspections are included in this engagement.
- This SOW assumes using and deploying the FAMIS functionality utilizing Accruent's leading practices.
- No custom or additional reporting beyond what is available with FAMIS is included in this engagement.
- Accruent will perform one (1) iteration of the data upload in production after the data has been validated in the test environment and has been formally accepted by WisDOT, and prior to Go Live.
- WisDOT will adapt FAMIS capabilities and processes based on Accruent's leading practices.
- The estimate for training is based on standard training content. Accruent will provide soft-copy, PDF training manuals to each student in the web session. Customized training and materials would need to be discussed and priced separately.
- WisDOT agrees that any training materials that may be provided pursuant to this SOW will be disclosed pursuant to WisDOT's acknowledgement and agreement to protect said Training Materials as detailed in Section 5.
- WisDOT acknowledges that WisDOT acquires only the right to use the output of Services and Accruent shall retain sole and exclusive ownership of and all rights, title, and interest in the output of Services, including all copies and derivative works thereof. The Services hereunder are not "works for hire".
- In the event WisDOT cancels or reschedules any Accruent Consultant(s) with less than ten (10) days lead time but more than five (5) days, Accruent will invoice WisDOT, and WisDOT will pay for fifty percent (50%) of the associated planned billing hours. In the event WisDOT cancels or reschedules any Accruent resource(s) with less than five (5) days lead time, Accruent will invoice WisDOT and WisDOT will pay for one hundred percent (100%) of the associated planned billing hours at the hourly rate stipulated above.

- Once WisDOT and Accruent agree on a project plan that identifies specific dates when Accruent and WisDOT will perform the work described herein, WisDOT will pay for fifty percent (50%) of the costs associated with any change in Accruent's resource scheduling tied to a change in the project schedule or Accruent staffing plan introduced by WisDOT. Any such charge will be over and above the estimate provided within this SOW.
- Upon commencement of the Services, the parties will mutually agree to a project plan to allocate each party's resources, deliverables and timelines ("Project Plan"). In the event WisDOT determines it necessary to cancel, delay or reschedule Services as agreed in the Project Plan, WisDOT will notify Accruent as soon as possible, and as a reasonable estimate of damages and not as a penalty, WisDOT will pay Accruent (in addition to any associated expenses or travel costs) for the canceled, delayed or rescheduled resources that may not be reallocated to elements of the Project Plan within the same time period; as follows:
 - For the first ten (10) business days after WisDOT notifies Accruent of the cancellation, delay or rescheduling, WisDOT will pay Accruent the fees due for such 10 business days calculated on a T&M basis at the rates listed in the SOW; and additionally
 - For the period commencing on the 11th business day through the 20th business day after WisDOT notifies Accruent of the cancellation, delay or rescheduling, WisDOT will pay Accruent fifty percent (50%) of the fees due for such business days calculated on a T&M basis at the rates listed in the SOW.
- Accruent has made commercially reasonable efforts to provide an estimate for the work described herein to be accurate within twenty percent (20%), positive or negative. Accruent will provide WisDOT with periodic updates during the project of the estimate-at-completion project financials and, in the event that the estimate-at-completion project financials are outside the plus or minus twenty percent (+/- 20%) threshold, Accruent and WisDOT will work together in good faith to analyze the cause(s) of the overage and determine how the discrepancies should be paid for by each party. To this end, if Accruent completes the work defined herein within the identified plus or minus twenty percent (+/- 20%) threshold, then no change request shall be required. Consequently, Accruent recommends that WisDOT budget for the Services defined herein using the plus twenty percent (+20%) threshold.

3. CHANGE CONTROL PROCESS

The Request for Change or Inquiry ("RCI") process will be used to document and track requests for changes to any aspect of a project's development. Change control is used in conjunction with acceptance of project deliverables throughout the project life cycle to ensure that the required functionality is delivered. The RCI is used by project team members and end-users and may include database changes, application design changes, application code changes, documentation changes or changes to hardware.

In general the following guidelines summarize the process for resolving project issues and requests for change.

- **Initiation** - An individual documents the request with his/her name, date of the request, priority and detailed description.
- **Assignment/Investigation** - The RCI is assigned to an individual who investigates and documents the impact of the change to the existing design or application code.
- **Recommendations** - The investigator provides recommendations for a preferred approach for resolving the request, including an estimate for resources required and date of completion.

- **Approval for Implementation** - The RCI and recommendations are reviewed by the Project Managers (Accruent and WisDOT) to determine if the RCI should be implemented. If approved by management, the work should be assigned to an individual for implementation. Completion should be documented. Changes should then be tested against revised functional specifications.

The processes described in this section and the form shown in Section 6 shall govern change requests for this engagement.

4. INVOICING

The One-Time Fixed Fee for Database Setup of Two Thousand Four Hundred dollars (\$2,400.00) plus any applicable sales, use or similar (VAT, GST) tax, will be invoiced upon execution of this SOW.

Twenty-five percent (25%) of Estimated Fees for Other In-Scope FAMIS Implementation Services, or Twenty Thousand Seven Hundred Fifty dollars (\$20,750.00) ("Prepaid Amount"), plus any applicable sales, use or similar (VAT, GST) tax, will be invoiced upon execution of this SOW. Charges for hours worked will be applied to this Prepaid Amount until they are exhausted.

Accruent shall then invoice WisDOT monthly on a time and materials basis at the rate listed above for all fees incurred above such Prepaid Amount. Actual and reasonable travel, lodging, fees for travel time, training material expenses, and living expenses, as well as any sales, use, or similar (VAT, GST) tax, will also be invoiced monthly on a time and materials basis as incurred.

Payment for all invoices will be due upon receipt.

Accruent travel time is charged at One Hundred dollars (\$100.00) per hour for weekday travel and Two Hundred dollars (\$200.00) per hour for weekend or holiday travel. The amount of travel time is calculated from the time of departure from the Accruent office or airport to the time of arrival at WisDOT's site or hotel and the reverse.

5. TRAINING MATERIALS

As part of the provision of Training under this SOW, WisDOT may receive training materials ("Training Materials") from Accruent to be used solely in connection with Accruent's software. In the event Training Materials are provided, they will be provided in a PDF or hardcopy format, and will be assigned document control number #WisDOT20140403 in order to protect the confidentiality and proprietary rights thereof.

WisDOT agrees: (i) to protect the confidentiality of the Training Materials; (ii) not to make any copies of the Training Materials; (iii) to limit disclosure of the Training Materials to only those of WisDOT's employees who have agreed to abide by the terms and conditions of the Agreement; (iv) to promptly notify Accruent in writing of any unauthorized use or disclosure of the Training Materials plus reasonable assistance to Accruent to terminate such unauthorized use or disclosure.

The Training Materials in whatever form are the property of Accruent and shall remain so at all times and, upon request, shall be returned to Accruent in their entirety without copies ever being made. WisDOT further agrees that the threatened or actual breach of this Section would cause irreparable injury to Accruent, for which monetary damages would be inadequate. Accordingly, WisDOT agrees that Accruent shall have the right to seek injunctive relief to protect the confidential and proprietary rights in the Training Materials.

The provisions of this Section shall survive the return of the Training Materials to Accruent and or termination of this SOW.

6. CHANGE CONTROL FORM (EXAMPLE - DO NOT EXECUTE)

Request for Change or Inquiry

Client Name: WisDOT		Project or Sub-Project: WisDOT FAMIS Phase 1 Implementation	
Change Request Name: [Name]		Change Request #:	
Project Manager Name:		Priority: High Medium Low	
Identified by:	Assigned to:	Date submitted:	
Description of Proposed Change:			
Rationale for Proposed Change (Benefits):			
IMPACT ANALYSIS of CHANGE REQUEST			
<u>Cost:</u>			
Rate for Services:	Accruent professional services consultant \$200.00 /hour*		
Consulting Hours:	Estimated consulting hours required: <u>xxx</u> hours		
Total Funding:	Total xxx*		
* Once prepaid funds are exhausted, fees for hours worked will be invoiced monthly as incurred. Actual and reasonable travel, fees for travel time, lodging, and living expenses, as well as any sales, use, or similar (VAT, GST) tax, will be added to invoiced fees. The terms of this Change Request are valid until _____, 201x. Any unused prepaid funds related to this effort will be forfeited at the earlier of project close or _____, 201x.			
<u>Resources:</u>			
<u>Dates:</u>			
<u>Financial:</u>			
<ul style="list-style-type: none"> o Billing Terms: o Payment Schedule: Invoice for the Total Funding amount above will be sent upon execution of this Change Request. Payment shall be due upon receipt. 			
<u>Comments:</u>			

By signing below, I represent that I am authorized to make this commitment on behalf of the company indicated above.

Wisconsin Department of
Transportation

Accruent, LLC

By: _____
Name (Print): _____
Title: _____
Date: _____

By: _____
Name (Print): _____
Title: _____
Date: _____

7. PROJECT IDENTIFICATION

PROJECT IDENTIFICATION ATTACHMENT

Accruent Project Name: WisDOT FAMIS Phase 1 Implementation

Accruent Project Manager:

TBD (assigned after execution of this SOW)
10801-2 MoPac Expressway
Suite 400
Austin, TX 78759
(512) 861-0726

WisDOT Billing Accounts Payable Contact:

Name: Sherri Voigt
Address: 4802 Sheboygan Ave
Room 851
Madison, WI 53705
Telephone: 608-266-2814
Email: Sherri2.Voigt@dot.wi.gov

WisDOT Project Manager:

Name: Joshua Lyons
Address: 4802 Sheboygan Ave
Madison, WI 53705
Telephone: 608.261.5870

SECTION 6
COOK COUNTY SIGNATURE PAGE

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:



COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 29 DAY OF March, 2016

IN THE CASE OF A BID/ PROPOSAL/RESPONSE, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL/RESPONSE AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

1585-15021

OR

ITEM(S), SECTION(S), PART(S): _____

TOTAL AMOUNT OF CONTRACT: \$ 426,157.00

(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

MAR-23-2016

APPROVED AS TO FORM:

NOT REQUIRED
ASSISTANT STATE'S ATTORNEY
(Required on contracts over \$1,000,000.00)

Date