



PURCHASE ORDER
 CITY OF GAINESVILLE
 P.O. BOX 490 GAINESVILLE, FL 32627
 FLORIDA STATE USER TAX EXEMPT NO. 85-8012621596C-9

PD 910 91101219160003

PO Number: PD 910 91101219160003
PO Date: 12/27/16 **Unit:** 9110
Version: 1 **Function:** New
Delivery Date:

Function:
 1=New
 2=Modification
 3=Cancellation

Ship To Address:
 FACILITIES MANAGEMENT
 405 NW 39TH AVE
 GAINESVILLE, FL 32601

Vendor Address VC0000107498
 DUDE SOLUTIONS INC
 FACILITYDUDE.COM
 11000 REGENCY PKWY
 SUITE 200
 CARY, NC 27518

Bill To Address:
 FACILITIES MANAGEMENT
 STATION 51
 PO BOX 490
 GAINESVILLE, FL 32627

Last Modification Date: 12/27/16
Grand Total Amount: \$81,483.25
FOB:

City of Gainesville Contact: Ed Gable
Phone: 352-393-7979

Special Instructions: **Email:** gableee@cityofgainesville.org

Line	Commodity Code/Description	Quantity	Unit of Measure	Unit Price \$	Amount \$					
1	92000 DATA PROCESSING, COMPUTER, AND SOFTWARE SERVICES				81,483.25					
	Service Period From: 2016-10-01 / Service Period To: 2017-09-30									
	Retain From: 0.00 To: 0.00 %: 0.00 / Retain From: 0.00 To: 0.00 %: 0.00									
	Vendor to provide services as per quote dated 07/12/16 in the amount not to exceed \$81,483.25 for Facilities Management.									
	Item									
	Capital Forecast (software)	Year 1		\$ 7,240.00						
	Equipment Inventory Data Collection & Facility Condition Assessment with Report	One Time		\$69,225.00						
	TCPN Facility Condition Assessment Discount	One Time		(\$2,076.75)						
	PM Schedule Generation Service	One Time		\$7,095.00						
	No Bid; Method of Source Provided									
	CC Approval: N/A (Policy 7.7(7); 6.3(c); 5(s); Related to existing TCPN for SchoolDude.com contract #R5133.									
	LINE	FUND	DEPT	APPR	UNIT	SUBUNIT	ACTV	OBJ	SUBOBJ	AMOUNT \$
	1	335	910	M47	M414		5190	4110		81,483.25

No additional charges will be accepted or paid, including shipping and handling unless specifically stated as a line item on the face of this purchase order. **TOTAL:** \$81,483.25

INSTRUCTIONS TO VENDORS

1. This Purchase Order subject to and governed by all Terms and Conditions on the reverse side hereof.
2. If unable to fill at prices shown, advise before shipping
3. All packing slips, invoices and correspondence must reflect purchase order number

TERMS: NET 30 DAYS

[Handwritten Signature]
 AUTHORIZED SIGNATURE
 January 9, 2017
 DATE

TERMS AND CONDITIONS

1. **INSPECTION:** All materials ordered are subject to inspection and test by the City of Gainesville (the "City"). The City shall have the right to reject or to require correction of material found not to conform with this purchase order. At the City's option, rejected material will be held for the Contractor's instruction or, at the Contractor's risk, returned at the Contractor's expense. Payment for material prior to inspection shall not constitute the City's acceptance.
2. **ACCEPTANCE:** Acceptance is limited to the provisions set forth in this order including these terms and conditions and those on the face hereof or incorporated herein by reference. Contractor's performance of any work or shipment of any materials covered by this order without having received the City's express written assent to modification of or addition to the terms hereof shall constitute Contractor's acceptance of these terms despite any language to the contrary in Contractor's quotation, acknowledgement, confirmation or other communication made in response to this order, and such action by the Contractor shall constitute a waiver of any such language. The City's silence or acceptance of any work performed or materials shipped shall in no event be deemed the City's acceptance of any terms contained in the Contractor's quotation, acknowledgement, confirmation or other communication received from the Contractor which are different from or in addition to the terms hereof.
3. **DELIVERY:** Shipment shall be F.O.B. Gainesville unless otherwise stated. Time is of the essence in the filling of this order. No delays in shipment of equipment or materials or rendition of services will be permitted except as authorized by the City in writing. Please notify the City at once of anticipated delay. Excessive or unusual transportation charges caused by Contractor's inability to perform by specified date and in specified quantities shall be charged to Contractor. No additional charges (including shipping and handling) will be accepted or paid unless specifically stated as a line item on the face of this purchase order.
4. **DELAY:** The City shall have the right to delay performance for up to three months. If the City shall delay performance for more than three months and either the City or Contractor shall elect to terminate the Contract because of such delay, Contractor's sole remedy shall be reimbursement for costs reasonably expended in preparation for or in performance of the contract plus Contractor's lost profit in respect to the equipment or materials procured, manufactured or kept idle for the City.
5. **CANCELLATION:** Right is reserved to cancel this order if Contractor has not performed by specified date and in specified quantities or if any other term or condition is not complied with. In the event of cancellation pursuant to this clause, the City may procure similar articles or services elsewhere by purchase order or otherwise and Contractor shall be liable to the City for excess costs.
6. **COMPLIANCE WITH LAWS AND REGULATIONS:** Contractor agrees that he will comply with all federal, state and local laws and regulations applicable to the production, sale and delivery of the goods or the furnishing of any labor or services called for by this order, and any provisions required thereby to be included herein shall be deemed to be incorporated herein by reference.
7. **INSURANCE:** The Contractor shall maintain insurance sufficient to protect the interests of the City throughout the term of this purchase order.
8. **WARRANTY:** In addition to any warranty implied by law or fact, and any other express warranties, Contractor expressly warrants all items to be free from defects in design, workmanship, and materials; to conform strictly to applicable specifications, drawings, approved samples, if any; and to be fit and sufficient for the purpose intended and to be merchantable. Such warranties, together with all other service warranties of Contractor, shall run to the City. All warranties shall survive inspection, test acceptance of and payment by the City.
9. **WARRANTY-PRICE:** Contractor warrants that the City shall not be billed at prices higher than stated on this purchase order unless authorized by the City in writing. Contractor represents that the prices charged for the goods and services covered by this order are the lowest prices charged by the Contractor to buyers of a class similar to the City under conditions similar to those specified in this order and the prices comply with applicable government regulations in effect at the time of quotation, sale or delivery. Contractor agrees that any price reduction made in terms covered by this order subsequent to the placement of this order will be applicable to this order. Contractor agrees that no additional charges (including shipping and handling) will be accepted or paid unless specifically stated as a line item on the face of this purchase order.
10. **INDEMNIFICATION:** The Contractor shall indemnify, defend and hold harmless the City, its governing body, and its employees for any and all loss, liability, damages, claims, or demands attributable to any copyright infringement or the use of any copyright or compositions, secret processes, patented or unpatented inventions, articles or appliance furnished or used under a purchase order resulting from this quotation.

The Contractor guarantees and agrees to indemnify, defend and hold harmless the City, its governing body, and its employees against any and all loss, liability, damages, demands, claims or costs arising out of defective material and products, faulty work performance, negligent or unlawful acts, and non-compliance with any local, state or federal codes, ordinances, orders or statutes, including the Occupational Safety and Health Act. This guarantee is in addition to and not intended as a limitation in any other warranty, express or implied.
11. **CLEAN UP:** If work is performed on City property, work shall not be considered complete until all rubbish and unused material due to, or connected with, the work are removed and the premises are left in a safe and tidy condition.
12. **MISCELLANEOUS:** These terms and conditions are in addition to and not intended as a limitation on any other written terms and conditions agreed to between both parties.
13. **PAYMENT:** Payments will be due to the Contractor 30 days after receipt of a proper invoice; provided, however, that Contractor shall not submit more than one invoice per thirty-day period. Payment may be withheld by the City due to failure by the Contractor to comply with these specifications or because unacceptable equipment or materials were delivered as determined by the City's inspection. The City shall notify the Contractor of any unsatisfactory performance as soon as practicable so that it can be corrected without delaying payment if possible. Contractor payment by City issued procurement card (currently VISA) is preferred. Otherwise, contractor will be paid electronically as an electronic funds transfer (EFT).

Prompt Payment Assurance: By Contractors to Subcontractor and Material Suppliers-The contractor shall submit documentation to the City of Gainesville in accordance with the "City of Gainesville Subcontractor and Material Supplier Payment Certification" form to validate payment to the Subcontractors and/or Material suppliers. The form must be complete and notarized by all appropriate parties. Failure to certify or truthfully certify payments to Subcontractors and Material Suppliers shall result in no further payments to Contractor until such time as compliance with the Prompt Payment Assurance is obtained.
14. **FUNDING:** The obligations of the City as to any funding required pursuant to this Agreement shall be limited by an obligation in any given year to budget and appropriate from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Agreement.
15. **FLORIDA PUBLIC RECORDS ACT:** Florida has a very broad public records law. By entering into an agreement with the City/CRA, the contractor acknowledges that it will comply with the Florida Public Records Act (Chapter 119, Florida Statutes). In complying with the Florida Public Records Act the contractor shall:
 - a) Keep and maintain public records that ordinarily and necessarily would be required by the City/CRA in order to perform the service;
 - b) Provide the public with access to public records on the same terms and conditions that the City/CRA would provide the records and at a cost that does not exceed the cost provided by law;
 - c) Ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;
 - d) Meet all requirements for retaining public records and transfer, at no cost, to the CRA/City all public record in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City/CRA in a format that is compatible with the information technology systems of the City/CRA.Failure to comply with the Florida Public Records Act, including failure to provide a public record upon request, is a breach of the contract between City/CRA and contractor. City/CRA may pursue all remedies for breach of this agreement.

Today's Date: 8/1/2016

CITY OF GAINESVILLE PROJECT TRANSMITTAL

Dept Tracking # FMGT-233

Note: Decentralized bids or contracts resulting from decentralized bids not to exceed \$50,000

Type of Action Requested (check one) New Extension Amendment Change Order

Project Amount: \$81,483.25 Anticipated Start Date: 08/15/2016
Department Name: Facilities Management
Project Manager: Ed Gable Phone Number: 352-393-7979
Account No.: 335-910-M414-5190-4110 Funding Source: City Funds Other
Subcontractor Opportunities: Yes No Provide Other source:
Contractor/Vendor: Dude Solutions

Project Description: Extend existing Facility Dude Maintenance Management System to include Capital Forecasting and Facilities Condition Assessment Services for the Facilities Masterplan Project

**Decentralized bids or contracts resulting from decentralized bids not to exceed \$50,000
PROJECT APPROVED FOR PROCESSING**

As Project Manager, the City's liaison, you are responsible for monitoring the project. Including, visibly verifying progress and completion is in accordance with the project specifications.

Project Manager: Edward Gable / 8/1/16
Date
Department Head

Frederick J. Mann / 8/03/2016
Date
Leadership Team, Executive Team or Charter Officer

SIMULTANEOUS PROJECT REVIEW

The requested reviewers are noted by an "X" below. Each should complete his/her review and return the project comments directly to the Department. Note: Review and subsequent approval is required of the City Attorney and Risk Manager for all projects. Allow a minimum of three days for Department review.

REVIEWER COMMENTS

The attached project has been reviewed by me and approved As Drafted OR Subject to modifications as noted.

	Reviewing Office	As Drafted	Subject To	Signature	Date
X	City Attorney (As to form and legality)	<input checked="" type="checkbox"/>		<u>Paul W. Powell</u>	<u>8/24/17</u>
X	Risk Manager (Risk/Insurance Coverage)				
	Grants (If grant)				
	Fleet (vehicles or related)				
	Facilities Mgmt (Vertical structures)				
	IT (Software/hardware)				

Notification of project (i.e. bid being processed by Department) to Small Business Procurement Program Coordinator (excludes contracts)

Department shall determine that all items marked "subject to" are cleared before final submission of the project below.

To Contractor for Signature Date: _____ Received From Contractor Date: _____
To City Attorney Date: _____ From City Attorney Date: _____
To City Manager Date: _____ From City Manager Date: _____

City Commission Approval: (\$50,000 and above) Yes Date Approved: _____
 No City Commission approval is not required⁽⁵⁾
⁽⁵⁾ 7.1 Provide Purchasing Policy exception section (i.e. Sec 7.1(c))

7.1.10 Contract on Construction under \$30,000
Purchasing Policy 7.1: Every purchase of an item of supplies, materials, equipment, contractual services, or extension(s) to existing contracts costing in excess of \$50,000 shall require the approval of the City Commission, except... (see Purchasing Policy for exceptions).

PROJECT APPROVED FOR EXECUTION: Note: Decentralized bids or contracts resulting from decentralized bids not to exceed \$50,000

Paul W. Powell / 8/24/17 Date City Attorney
Paul W. Powell / 8/10/16 Date City Manager or Designee

Print on five part NCR paper - White (original) for final execution; Yellow for City Attorney; Pink for Risk; Green for SBPP; Goldenrod for file or others as needed.

CITY OF GAINESVILLE, GENERAL GOVERNMENT METHOD OF SOURCE SELECTION

DATE: 8/1/2016

DEPARTMENT: General Services
DIVISION: Facilities Management

CONTACT: Ed Gable
EXTENSION: 7979

PURCHASE/PROJECT AMOUNT: \$81,483.25
COST TERM: Annual (annual, quarterly, etc.)
 ONE-TIME, SINGLE PURCHASE
 CONTRACT/PURCHASE ORDER/AGREEMENT/PROJECT
TERM BEGIN/END DATES: 10/1/2015 to 09/30/2016

CITY COMMISSION APPROVAL REQUIRED *: NO * YES, DATE:
If No and purchase is \$50,000 or greater, indicate Purchasing Policy exception section:

7.1 (7) Equipment purchased under State Contract

* Purchasing Policy #060732, Section 7: Purchases Requirement City Commission Approval

7.1 Every purchase of an item of supplies, materials, equipment, contractual services, or extension(s) to existing contracts costing in excess of \$50,000 shall require the approval of the City Commission, except that no prior approval shall be required for the following: (see policy for list)

DESCRIPTION OF THE MATERIAL OR SERVICE TO BE PROVIDED:

PROPOSED VENDOR/CONTRACTOR NAME: Facility Dude.com
ADDRESS: 11000 Regency Parkway Suite 200
CITY, STATE, ZIP: Cary, NC 27518

INDICATE ONE METHOD OF SOURCE SELECTION

OTHER AGENCY*: Purchasing Policy #060732, Section 6.3(c) Materials, equipment or services purchased under state or federal contracts or other public agency cooperative purchasing opportunities.

* When utilizing other public agency competitive purchasing opportunities you must obtain and attach a copy of all elements of the "other agency" bid award:

- o Invitation to Bid
- o Bid Record
- o Awarded Bid Response(s)
 - Vendor name
 - Commodities/services awarded
 - Award price
- o Complete Contract

UTILITY: Purchasing Policy #060732, Section 6.3(d) Utility services when the subject utility is the only available source of such service.

CONTRACTURAL: (PROFESSIONAL SERVICES*) Purchasing Policy #060732, Section 6.3(e) Contractual services of a professional* nature whose cost does not exceed \$50,000, except as required by State law and except for legal services in connection with litigation involving the City. Continuing contracts for professional services of indefinite duration shall be reviewed for appropriateness with regard to the quality of the service and the competitiveness of the cost. Such review shall be the responsibility of the appropriate charter officer and his/her designee and shall be conducted not less than every five years.

* Services which involve extended analysis, the exercise of discretion and independent judgment in their performance, and an advanced, specialized type of knowledge, expertise, or training customarily acquired either by a prolonged course of study or equivalent experience in the field.

Written detailed justification is required and must be attached to the signed Method of Source Selection form.

EMERGENCY: Purchasing Policy #060732, Section 6.3(f) Emergency purchases, at the discretion of the (City) Manager, where the circumstances of the emergency do not permit sufficient time to obtain competitive quotes.

CITY OF GAINESVILLE, GENERAL GOVERNMENT METHOD OF SOURCE SELECTION

DATE: 7/29/2016

WAIVED SITUATIONS:

Written detailed justification is required and must be attached to the signed Method of Source Selection form.

- ONLY APPROVED: Purchasing Policy #060732, Section 5(o) – Only one source meets the stated requirements of a specification based on a thorough qualitative and/or quantitative evaluation.

REQUISITIONER/REQUESTER shall provide a detailed description and justification in writing and include with supporting documentation as to why the vendor/contractor is the ONLY APPROVED SOURCE to provide the commodity/service. *Attach* all supporting documentation, including detailed written justification to the Method of Source Selection form for review and approval or rejection by the applicable listed City approving authorities.

- SOLE SOURCE: Purchasing Policy #060732, Section 5(r) – The only source through which materials or services may be purchased.

REQUISITIONER/REQUESTER shall provide a detailed description and justification in writing and include with supporting documentation as to why the vendor/contractor is the SOLE SOURCE to provide the commodity/service. *Attach* all supporting documentation to the Method of Source Selection form for review and approval or rejection by the applicable listed City approving authorities.

- SPECIFIED SOURCE: Purchasing Policy #060732, Section 5(s) – A source selected without competitive bidding for justifiable reasons.

REQUISITIONER/REQUESTER shall provide a detailed description and justification in writing and include with supporting documentation as to why the vendor/contractor is the SPECIFIED SOURCE to provide the commodity/service. *Attach* all supporting documentation to the Method of Source Selection form for review and approval or rejection by the applicable listed City approving authorities.

The REQUISITIONER/REQUESTER hereby attests (certify under oath) that he/she took part in the procurement represented and that he/she is independent of, and have no conflict of interest in, the entity evaluated and selected. He/she recommends that competitive bidding be waived and that the material or service be purchased from the vendor indicated based on the existence of a non-competitive situation as described and attached in detail hereto.

Written detailed justification is required and must be attached to the signed Method of Source Selection form.


Roschella Ford

7/27/16

<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	REQUISITIONER/REQUESTER 	Date
DEPARTMENT (DIVISION) HEAD SIGNATURE	LEADERSHIP TEAM (DEPARTMENT HEAD) SIGNATURE 	Date
EXECUTIVE TEAM (LEADERSHIP TEAM) SIGNATURE 	CHARTER OFFICER (EXECUTIVE TEAM) SIGNATURE 	Date
<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied		



Memo

To: Purchasing Department
From:  Ed Gable, Facilities Manager
Date: July 28, 2016
Subject: Specified Source Selection

Please accept this letter as justification for the Method of Source Specified Source Selection for Dude Solution to extend the City's existing Facility Dude Maintenance Management to include Forecasting and Facilities Condition Assessment Services.

The Dude Solution currently provides the Facility Dude Maintenance Management System that is used to inventory, repair, and document all City facilities. This extension of service must be on the same digital database platform in order to properly inventory, integrate and analyze data and produce the reports.

Facilities Management is utilizing Dude Solutions for professional services more than \$50K per the City of Gainesville Purchasing Procedure Guidelines Section 7.1(7). *Materials, equipment or services purchased under state or federal contracts or other public agency cooperative purchasing opportunities, provided funds for the items have been included in the approved budgets.*



7/12/2016

Ed Gable
 City of Gainesville
 Facilities Maintenance
 405 NW 39th Ave
 Gainesville, FL 32609

Dear Ed,

We are excited to extend our partnership with you into the capital forecasting side of your business. The following is a proposal built to help you assess the condition of all your facilities, provide you a deliverable report on these needs, back fill your existing MaintenanceEdge account with valuable equipment data, and provide you with a populated Capital Forecast account which ties to MaintenanceEdge and helps you manage your capital replacement data in an ongoing fashion. We look forward to providing each of these services to you and we are excited to augment your facilities strategy.

Total Square footage of facilities: 709,460 (see attachment A)

<i>Item</i>	<i>Term</i>	<i>Investment</i>
<i>Capital Forecast (software)</i>	<i>Year 1</i>	<i>\$7,240.00</i>
<i>Equipment Inventory Data Collection & Facility Condition Assessment with Report (For MaintenanceEdge & Capital Forecast)</i>	<i>One Time</i>	<i>\$69,225.00</i>
<i>TCPN Facility Condition Assessment Discount</i>	<i>One Time</i>	<i>(\$2,076.75)</i>
<i>PM Schedule Generation Service</i>	<i>One Time</i>	<i>\$7,095.00</i>
<i>Investment includes:</i>		
<i>1) An advance audit of your account with corrective action.</i>		
<i>2) Onsite gathering data by industry experts.</i>		
<i>3) Post-visit data review and import into your FacilityDude products.</i>		
Total Initial (Year 1) Investment:		\$81,483.25

The annual renewal for Capital Forecast (software) beginning in Year 2 is \$4,650.

*TCPN procurement contract: <http://tcpn.org/Vendors/Pages/SchoolDudecom.aspx>

Scope of Work for Facility Condition Assessment with Narrative Report

Includes Data Gathering and Import of Data into DSI Software

Purpose:

The purpose of the partnership facility condition assessment is to assess the facilities based on the following scope, provide narratives that summarize assessment observations and comments, and to import the data into the client's Dude Solutions capital forecasting and maintenance solutions.

All condition assessments will include a bound deliverable containing:

- Narrative report with description of systems and corresponding conditions.
- Digital photos of key components and deficiencies as an Appendix in the narrative.
- 20 year capital Reserve table with systems and component replacement costs and dates.
- Import of systems level detail into client's capital forecasting solution.
- Import major equipment level detail into client's DudeSolutions maintenance solution.

Field data collection and condition assessment:

The field data collection and condition assessment is meant to capture information of all major building systems to the individual component level, including all components considered capital repair items (as opposed to maintenance level items). This includes site paving, HVAC, roofing, electrical, plumbing, vertical transportation systems, building envelope and structural systems.

A Certified Dude Solutions Partner (DSI Partner) will collect, document, and analyze the facilities assessment data to achieve the following:

- At the start of each building or facility assessment we will interview client's staff to understand what improvements have been made in the last three years, what improvements are planned in the next three years and known problems.
- Inventory all major building equipment including quantity, size, asset tag number, manufacturer, model and serial number.
- Identify deficient conditions in terms of deferred maintenance and building condition.
- Provide a reasonable cost analysis for the above-mentioned efforts.
- For single building projects, provide a report for the property that details the assessment data.
- For multi-building projects, data will be collected from every building in the portfolio. Reports will be prepared as follows:
 - o Major buildings (generally defined as 25,000 square feet or greater and approximately 10% of the project portfolio), a separate report will be prepared.
 - o Smaller buildings will be grouped into reports by building type, geography or other logical grouping (for example maintenance structures, parks assets, fire stations...)
- Provide individual cost tables and digital photographs to document the deficient conditions at each property.

Based on observations and information obtained from available on-site personnel, The DSI Partner will visually inspect all facilities and properties. Specifically, the assessment will focus on the following components:

Heating System

- ✓ Identify boilers, furnaces, and major labeled equipment.

Ventilation System

- ✓ Identify the ventilation systems at the property and assess its overall condition.

Air Conditioning System

- ✓ Identify the material air-conditioning components, including cooling towers, chillers, and major labeled equipment. Excluded are window units, terminal units, VAV boxes, thermostatic controls.

Roofing System

- ✓ Identify the material roof systems, including roof type, reported age, slope, drainage, or any unusual roofing conditions. The team will observe for evidence of material repairs, significant ponding, or evidence of material roof leaks.

Electrical System

- ✓ Identify the electrical service provided and distribution system at the subject property. Observation and evaluation will include switchgear, transformers, emergency generators and main distribution panels. Excluded are step down transformers.

Plumbing

- ✓ Identify the material plumbing systems at the subject property, including domestic water supply, domestic hot water production over 80 gallons, sanitary sewer, primary backflow preventer or any special or unusual plumbing systems (such as fuel systems, gas systems).

Vertical Transportation

- ✓ Identify the existing vertical transportation equipment and provide an overall assessment. Detail deficiencies for each elevator and provide an analysis of the remaining useful life, along with budgets for any expected expenditures up to and including modernization or replacement.

Building Envelope

- ✓ Identify the material elements of the building exterior, to include walls, doors, windows, and fire escapes. This will also include the façade, curtain-wall systems, glazing, exterior sealant, exterior balconies, and stairways. Observations may be subject to grade, accessible balconies, and rooftop vantage points.

Structural Components

- ✓ Evaluate the footings, foundations, slabs, columns, floor framing system, and roof framing

system as part of the structural inspection for soundness. Observations will be subject to grade and visibility of components. This is a visual inspection only and no structural testing of components or materials will be undertaken.

Site Paving

- ✓ Observe and evaluate the site paving components including paving, curbs, drains and sidewalks.

Commercial Kitchen- major equipment (above approximately \$2000 value)

- ✓ Walk-in freezer and refrigerator equipment
- ✓ Ovens, stoves, broilers, grills
- ✓ Reach-in refrigerators and freezers
- ✓ Dishwashers
- ✓ Fryers

Life Safety/Security

- ✓ High Level (system level) only-for identification to track maintenance
 - Alarm Panels
 - Emergency generators
 - Exhaust hood fire suppression

Evaluation-

At the conclusion of the assessment(s), the prepared reports as described above will include:

- A general description of the property and improvements and comment generally on observed conditions.
- Comments for components that are exhibiting deferred maintenance issues and provide estimates for "immediate" and "capital repair" costs based on observed conditions, available maintenance history and industry-standard useful life estimates. If applicable, this analysis will include the review of any available documents pertaining to capital improvements completed within the last three years, or currently under contract. DSI Partner shall also inquire about available maintenance records and procedures and interview current available on-site maintenance staff.
- A schedule for recommended replacement or repairs (schedule of priorities).
- Address critical repairs separately from repairs anticipated over the term of the analysis.
- A FCI Index number for each building.
- A twenty year capital plan with an Executive Summary with graphic presentation of results to provide a quick, "user-friendly" summary of the property's observed condition and estimated costs assigned by category.

Cost Estimating-

Each single building report will include an estimated cost for each system or component repair or replacement anticipated during the evaluation term. The capital needs analysis will be presented as an Excel-based cost table that includes a summary of the description of each component, the age and estimated remaining useful life, the anticipated year of repair or replacement, quantity, unit cost and

total cost for the repair of each line item. A consolidated Capital Needs Analysis will be presented that includes all anticipated capital needs for all buildings.

In addition to the detailed description of the deficiencies, we will provide cost estimates for the deficiencies noted. The cost estimate for capital deficiencies will be based on the estimate for maintenance and repair. Project management costs, construction fees, and design fees will be derived using actual costs from previous projects, if available.

DSI Partners use the Unifomat system and the Whitestone Research model for cost estimating. Dude Solutions also maintains and updates our cost estimating system with information received from the field. Through our construction monitoring work, we have current cost data from hundreds of in-progress construction and rehabilitation projects. This allows us to project costs based on local conditions and to maintain a cost database that in most cases is more current than published models.

Building Systems Equipment Inventory – Populating Your DudeSolutions account

An asset survey of major building systems will be conducted for the purpose of noting remaining useful life of major building equipment. A complete equipment inventory for each system will be recorded with information populated to client's account including:

- Building name
- System name (classification)
- Subsystem name (type)
- Component name (description)
- Unit of measure
- Quantity
- Asset tag number
- Manufacturer
- Model
- Serial Number
- Date put in service (if available)
- Condition
- Remaining useful life
- Replacement Cost

PM Schedule Creation

Delivered through a Certified Dude Solutions Partner (DSI Partner)

Confirm the asset inventory collected:

- The asset inventory collected will be reviewed with your staff and then imported into client's DudeSolutions account.

PM Schedule Gathering

- The DSI Partner will review PM Task Check-Off Lists with client.
- PM Schedules will be generated off the asset inventory collected by the DSI Partner
- Client will provide technicians or contractors that PM Schedules should be linked to

and confirm the frequency and start date for PM Schedules.

- The DSI Partner will provide a list of PM Schedules to be generated to confirm the load balancing for client staffing.

PM Schedule Creation

- DudeSolutions Staff will import the agreed upon PM Schedules into client's account.
- Maximum PM Schedules Created = 40 per building (focused on main buildings).

PM Training

- DudeSolutions will provide any extra online training needed for client staff to run reports and to update PM Schedules based on future updates to the existing schedules being created.

Terms of Service:

- Proposal has been prepared for City of Gainesville.
- Proposal is valid for 60 days.
- Initial Term: 12 months
- Automatic Involving of annual fee will occur at the end of each term unless request for non-renewal is received in writing 30 days prior to renewal date.
- Payment: Terms are net 30 days.
- Applicable sales taxes are in addition to the quoted price. If City of Gainesville is tax exempt please email a copy of your Tax Exemption Certificate to accounting@facilitydude.com.
- Please address purchase order to: FacilityDude.com, 11000 Regency Parkway Suite 200, Cary, NC 27518
- Training and startup assistance are available in an online format and through telephone support as indicated on our website.
- On-Site Service dates are scheduled Monday-Friday
- A service day is defined as up to 8 hours per day
- Escort to be provided during onsite visit, particularly for access to locked and hidden areas.
- Invoicing for Facility Condition Assessment will occur when draft reports/data files are delivered.
- If a service day is rescheduled or cancelled by City of Gainesville, then City of Gainesville is responsible for any cancellation fees incurred by rescheduling or cancelling travel and living fees.
- Onsite service days rescheduled less than 2 weeks before the scheduled delivery date will incur cancellation fees.
- Services will be scheduled upon written acceptance of the terms and conditions of this proposal.
- We must allow 2 weeks of lead time from the purchase date for booking service for travel and living purposes.
- Onsite service days shall be delivered consecutively unless your purchase includes an additional travel and living fee to cover multiple trips.
- Invoicing for onsite service days will be issued as days are delivered in the case of multiple trips.
- Onsite service days expire 12 months from the date of purchase.
- Dude Solutions, Inc. maintains the necessary liability coverage for their products and services. Proof of insurance can be provided upon request.
- Technical Support is available from 8am to 6pm EST. Please call (877)655-3833 for or email support@facilitydude.com for technical support.
- Subscription begins upon written acceptance of terms and conditions of the proposal.
- **FUNDING:** The obligation of the City as to any funding required pursuant to this Agreement shall be limited by an obligation in any given year to budget and appropriate from legally available funds, after monies for essential services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Agreement.
- **PUBLIC RECORDS:** Florida has a very broad public records law and certain records of a contractor may be considered public records. Accordingly, by entering into an agreement with the City (Subscriber), contractor (DSI) must:
 1. Keep and maintain public records required by the public agency to perform the service.
 2. Upon request from Subscriber's custodian of public records, provide Subscriber with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if DSI does not transfer the records to the public agency.
 4. Upon completion of the contract, transfer, at no cost, to Subscriber all public records in possession of DSI or keep and maintain public records required by Subscriber to perform the service. If DSI transfers all public records to Subscriber upon completion of the contract, DSI

shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If DSI keeps and maintains public records upon completion of the contract, DSI shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Subscriber, upon request from Subscriber's custodian of public records, in a format that is compatible with the information technology systems of Subscriber.

IF DSI HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO DSI'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY OF GAINESVILLE CUSTODIAN OF PUBLIC RECORDS for FACILITIES at: phone 352.393.8262; address 405 N.W. 39th Ave. Gainesville, FL 32627; email fordrm@cityofgainesville.org

- Terms of Use are governed by (1) this Agreement to incorporate our Online Subscription Agreement attached hereto as Attachment B; and (2) the TCPN Agreement with Dude Solutions, Inc. (DSI) dated March 12, 2012, hereby incorporated by reference. Any conflicts between these documents shall be resolved by the order of precedence as numbered above.

The undersigned accepts the above detail and agrees to the terms herein.

City of Gainesville, Florida

Dude Solutions, Inc.


Signature

DocuSigned by:

Signature 243EB46D...

Amy Gais
Print Name

Brian Carter
Print Name

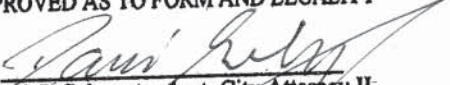
City Manager
Title

Vice President, Sales
Title

1-25-17
Date Signed

11/29/2016
Date Signed

APPROVED AS TO FORM AND LEGALITY

By: 
David C. Schwartz, Asst. City Attorney II
City of Gainesville, Florida

ATTACHMENT A - July 12, 2016 - page 1 of 2.

City of Gainesville Facilities Inventory - Public Facilities Master Plan / Condition Assessment

FACILITY NAME	ADDRESS	YEAR (estimate)	SQ.FT. (estimate)	USE
GENERAL GOVERNMENT				
City Hall	200 E University Ave	1967	50,000	Office
Old Library Bldg.	222 E University Ave	1968	23,384	Office
Thomas Center - Building "A"	302 NE 6th Ave	1906	22,000	Office
Thomas Center - Building "B"	306 NE 6th Ave	1910	34,420	Office
G-TEC Building	2153 SE Hawthorne Rd	2000	30,000	Office
Hippodrome Theatre	25 SE 2nd Pl	1911	24,344	Theatre
Public Works Compd Admin	405 NW 39th Ave	1965/2010	20,590	Office
Public Works Compd (6 Outbldg)	405 NW 39th Ave	--	57,920	Warehouse/Office
Fleet Centralized Garage/Office	6317 NW 16th St	2013	44,188	Garage/Office
Tench Building	113/117 S Main St	1887	2,568	Rental
Clock Tower	200 E University Ave	1983	144	Clock
Regional Transit Office	34 SE 13th Road	2012	37,500	Office
Regional Transit Garage	34 SE 13th Road	2012	52,800	Garage
S.W. Parking Garage (finished space)	105 SW 3rd Street	2,004	5,500	Office/Retail
			405,358	57.14%
GAINESVILLE FIRE DEPARTMENT				
Fire Station # 1	427 S Main St	1963	8,000	Fire Station
Fire Station # 2	2210 SW Archer Rd	1976	8,781	Fire Station
Fire Station # 3	900 NE Waldo Rd	1960/95	5,759	Fire Station
Fire Station # 4	10 SW 36th St	1964	3,680	Fire Station
Fire Station # 5	1244 NW 30th Ave	1965	3,800	Fire Station
Fire Station # 6	3301 NE 46th Dr	1979	2,720	Fire Station
Fire Station # 7	5601 NW 43rd St	1981	2,036	Fire Station
Fire Station # 8	3223 NW 42nd Ave	2011	10,183	Fire Station
NE Complex - Annex "A"	1022 NE 14th St	1976	4,084	Fire Office
NE Complex - Annex "B"	1024 NE 14th St	1975	5,156	Fire Training
NE Complex - Annex "C"	1025 NE 14th St	1975	6,884	Fire Admin
			61,083	8.61%
GAINESVILLE POLICE DEPT.				
GPD Headquarters	545 NW 8th Ave	2014	40,305	Headqtrs/Office
GPD Property & Evidence Building	721A NW 6th St	1982	3,995	Office/Stor
GPD Administration (Walker Bldg.)	413 NW 8th Ave	2006 (Aqd)	13,800	Office/Admin
Reichert House	1702 SE 2nd Ave	--	TBD	Youth/Training
			58,100	8.19%

ATTACHMENT A - July 12, 2016 - page 2 of 2.

City of Gainesville Facilities Inventory - Public Facilities Master Plan / Condition Assessment

<u>FACILITY NAME</u>	<u>ADDRESS</u>	<u>YEAR</u> (estimate)	<u>SQ.FT.</u> (estimate)	<u>USE</u>
PARKS & RECREATION				
MLK, Jr. Multi-Purpose Facility	1028 NE 14th St	1997	18,000	Gymnasium
Senior Recreation Center	5701 NW 34th St	2011	17000	Rec Ctr/Office
Bolton Senior Recreation Center	516 NE 2nd Ave	1943	12,000	Rec Ctr
Westside Recreation Center	1001 NW 34th St	1968	8,402	Rec Ctr
Ironwood Golf Course Facilities	2100 NE 39th Ave	1960 (?)	6,500	Club/Office
Ironwood Golf Cart Shed	2100 NE 39th Ave	--	7,200	Shed
McPherson Center (Meadowbrook)	1717 SE 15th St	1969	5,472	Rec Ctr
Porter's Community Center	512 SW 2nd Terr	1990 (?)	3208	Rec Ctr
Morningside Nature Park	3540 E University Ave	1973	600	Park/Office
Bethel Building	104 SE 1st Ave	1927	420	Food Service
Dwight Hunter Pool (NE Complex)	1100 NE 14th St	1976	--	Pool
H. Spurgeon Pool (Westside Park)	1001 NW 31st Terr	1968	--	Pool
A. Mickle Pool (Meadowbrook)	1717 SE 15th St	1990	--	Pool
Depot Passenger Building	203 SE Depot Ave	1910	2,150	Food Service
Wilhemina Johnson Resource Center	321 NW 10th St	--	2,605	Rental
Loblolly Environment Education Ctr..	3300 NW 5th Ave	--	--	Office
Clarence R. Kelly Center	1701 NE 8th Ave	--	1,750	Rec Ctr
Rosa B. Williams - Union Academy	524 NW First St	--	3,895	Rec Ctr
Parks Operations - Carpenter Shop	405 NW 39th Ave	--	9,040	Office/Warehouse
Morningside Cracker House	3540 East University Ave	--	300	Historic House
Evergreen Cemetery Office	401 SE 21st Ave	--	200	Office
Cemetery Maintenance Building	401 SE 21st Ave	--	1,508	Warehouse
Eastside Recreation Center	2841 E. University Ave	--	7,044	Recreation
A & B Day Care Center	512 SW 2nd Ave	--	2,000	Daycare
Loblolly Environmental Ctr..	3315 NW 5th Ave	--	1,450	Park
			110,744	15.61%
G'VILLE EMPOWERMENT CENTER				
Building 1	3055 NE 28 Drive	1990	2,485	Administration
Building 2		1990	5,600	Medical Services
Building 3		1990	9,618	Dormitory C
Building 4		1990	9,618	Dormitory B
Building 5 (3,040)		1990	--	Outdoor Pavilion
Building 6		1990	9,618	Dormitory A
Building 7		1990	10,050	Treatment Bldg
Building 8		1990	1,605	Library
Building 9		1990	780	Laundry
Building 10		1990	360	Storage
Building 11		1990	6,961	Kitchen/Dining
Building 12		1990	3987	Chapel
Building 13		1990	3750	Canteen
Building 14 (3,200)		1990	--	Outdoor Pavilion
Building 15		1995	9,743	Dormitory D
			74,175	10.46%
	GRAND TOTAL SQ.FT.		709,460	100.00%

Attachment B

DUDE SOLUTIONS, INC.

ONLINE SUBSCRIPTION AGREEMENT

This Online Subscription Agreement (this "Agreement") shall govern Subscriber's (as defined below) access and use of the Services (as defined below) provided by Dude Solutions, Inc. (together with its direct and indirect subsidiaries, collectively, "DSI"). BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING ACCEPTANCE, BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT OR BY OTHERWISE ACCESSING AND USING THE SERVICES, YOU AGREE TO THE TERMS OF THIS AGREEMENT. AS A RESULT, PLEASE READ ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE ANY SERVICE.

Section 1.0 Definitions

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

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

1.2 "Account Users" means individual users specified by the Subscriber to access and use the Subscriber's Account.

1.3 "Applications" means the software-as-a-service (SaaS) enterprise asset management applications designed, developed, marketed and made available by DSI, which include, without limitation, the following functionality: enterprise workflow, communication, content and business process logic for facilities, technology, business operations, facility scheduling, building automation, safety planning, crisis management, geographic information systems, energy and transportation management.

1.4 "Confidential Information" means any non-public information and/or materials disclosed in writing or orally by a party under this Agreement (the "Disclosing Party") to the other party (the "Receiving Party"), which (i) is designated in writing as confidential at the time of disclosure, or (ii) with respect to non-public information disclosed orally, the Disclosing Party sends the Receiving Party a written notice to Receiving Party within 15 days after oral disclosure identifying the non-public information that was disclosed as its confidential information, including when, where, how and to whom such non-public information was disclosed. For avoidance of doubt, DSI's Confidential Information shall include the source code, data structure, algorithms and logic of the Applications and Services. Notwithstanding the foregoing, Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a Third Party without breach of any obligation owed to the Disclosing Party, (iv) was independently developed by the Receiving Party, or (v) is required by law or court order to be disclosed as a public record.

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

1.6 "Documentation" means the user documentation relating to the Services, including but not limited to descriptions of the functional, operational and design characteristics of the Services.

1.7 "Highly-Sensitive Personal Information" means an Account User's (i) government-issued identification number (including social security number, driver's license number or state-issued identified number), (ii) financial account number, credit card number, debit card number, credit report information, in each case with or without any required security code, access code, personal identification number or password that would permit access to such Account User's financial account; and/or (iii) biometric data.

1.8 "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 (Pub. L. 104-191) and all regulations promulgated thereunder (45 C.F.R. §§ 160-164), as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act and all regulations promulgated thereunder, as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), as amended from time to time.

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

1.10 "Privacy Policy" means the DSI privacy policy, as amended from time-to-time, which can be viewed by clicking the "Privacy" hypertext link located on www.dudesolutions.com.

1.11 "Services" means each of the Application(s) subscribed to by Subscriber pursuant to this Agreement. Subscriber shall specify each of the Services that Subscriber shall subscribe to as part of its Account registration process.

1.12 "Subscriber" means the legal entity identified on the Account.

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

1.14 "Subscription Fee" means, with respect to each Services subscription, the annual subscription fee invoiced to Subscriber by DSI prior to the Initial Term and each applicable Renewal Term for such Services subscription, which is required to be paid in order for Subscriber to be permitted to access and use the Services in such Services subscription.

1.15 "Third Party" means a party other than Subscriber or DSI.

Section 2.0 Use of the Service; Proprietary Rights

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2.1 Use of Service.

(a) *Subscription.* Subject to the terms of this Agreement (including, without limitation, the responsibilities, limitations and restrictions set forth in this Section 2.1 and payment of the Subscription Fees required hereunder), DSI permit Subscriber's Account Users to access and use the Services during the Term, including access and use of all of the Content contained in or made available through the Services. Subscriber agrees that it shall use the Services solely for internal business purposes, and access and use of the Services shall be limited to Account Users.

(b) *Account Setup.* To subscribe to the Services, Subscriber must establish its Account, which may only be accessed and used by its authorized Account Users. To setup an Account User, Subscriber must provide DSI (and agree to maintain, promptly update and keep) true, accurate, current and complete information for such Account User. If Subscriber or any applicable Account User provides any information that is untrue, inaccurate, not current or incomplete, DSI has the right to immediately suspend or terminate Subscriber's Account and usage of the Services and refuse any and all future use. Each Account User must establish and maintain a personal, non-transferable password, which shall not be shared with, or used by, any other Third Party. Subscriber may transfer an Account User's right to access and use the Services to a new user only if such Account User becomes inactive and is unable to access the Services. Subscriber is also solely responsible for any and all activities that occur under its Account and ensuring that it exits or logs-off from its Account at the end of each session of use. Subscriber shall notify DSI immediately of any unauthorized use of its Account and/or any other breach of security of the Services that it suspects or becomes aware of.

(c) *Subscriber Responsibilities.* Subscriber shall: (i) take appropriate action to ensure that non-Account Users do not access or use the Services; (ii) ensure that all Account Users comply with all of the terms and conditions of this Agreement, including the limitations and restrictions set out in Section 2.1(d); (iii) be solely responsible for the accuracy, integrity, legality, reliability and appropriateness of all Subscriber Data created by Account Users using the Services; (iv) access and use the Services solely in compliance with the Documentation and all applicable local, state, federal, and foreign laws, rules, directives and regulations (including those relating to export, homeland security, anti-terrorism, data protection and privacy); (v) allow e-mail notifications generated by the Services on behalf of Subscriber's Account Users to be delivered to Subscriber's Account Users; and (vi) promptly update and upgrade its system as requested or required in order to ensure continued performance and compatibility with upgrades to the Services. Subscriber shall be responsible for any breach of this Agreement by Account Users and any access or Use of the Services by persons other than Account Users.

(d) *Limitations and Restrictions.* Subscriber agrees that it shall not, and shall not permit any Third Party to, directly or indirectly: (i) modify, alter, revise, decompile, disassemble, reverse engineer, create derivative works or attempt to derive the source code of any Service; (ii) assign, transfer, lease, rent, sublicense, distribute or otherwise make available any Service, in whole or in part, to any Third Party, including on a timesharing, software-as-a-service or other similar basis; (iii) access or use the Services to provide any service bureau services or any services on a similar basis; (iv) use any Service in a way not intended by DSI or for any unlawful purpose; (v) use any Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of Third Party privacy rights; (vi) attempt to tamper with, alter, disable, hinder, by-pass, override, or circumvent any security, reliability, integrity, accounting or other mechanism, restriction or requirement of the Services; (vii) remove, obscure or alter any copyright, trademark, patent or proprietary notice affixed or displayed by or in the Services; (viii) perform load tests, network scans, penetration tests, ethical hacks or any other

Attachment B

security auditing procedures on the Services; (ix) interfere with or disrupt the integrity or performance of the Services or the data contained therein; (x) access any Service in order to build a competitive product or service, copy any features, functions or graphics of any Service or monitor the availability and/or functionality of any Service for any benchmarking or competitive purposes; (xi) store, manipulate, analyze, reformat, print, and display the Content for personal use; (xii) upload or insert code, scripts, batch files or any other form of scripting or coding into the Services; and (xiii) store Highly-Sensitive Personal Information. Highly-Sensitive Personal Information should not be entered into the Services, as there are no data fields requesting this type of information. Personal sensitive or identifiable information should not be entered into the Services, as there are no data fields requesting such information. It is the Subscriber's responsibility to enforce this policy for fields beyond DSI's control such as a description or notes field. DSI reserves the right in the future to scan input data and block certain information such as social security numbers or credit card numbers

(e) *Additional Guidelines.* DSI reserves the right to establish or modify general practices and limits concerning use of the Services, including without limitation, the maximum number of days that Subscriber Data shall be retained by the Services and the maximum disk space that shall be allotted on DSI servers on Subscriber's behalf. DSI shall provide at least sixty (60) days' prior notice of any such modification. DSI also reserves the right to block IP addresses originating a Denial of Service (DoS) attack or IP addresses causing excessive amounts of data to be sent to DSI servers. DSI shall notify Subscriber should this condition exist and inform Subscriber of its action. Once blocked, an IP address shall not be able to access the Services and the block may be removed once DSI is satisfied corrective action has taken place to resolve the issue.

(f) *Third Party Software.* The Services may incorporate and/or embed software and other technology owned and controlled by Third Parties. Any such Third Party software or technology that is incorporated and/or embedded into any Service shall be provided to Subscriber on the license terms set forth in this Agreement, unless additional or separate license terms apply as indicated by DSI. To the extent that the Services link to any Third Party website, application or service, the terms and conditions thereof shall govern Subscriber's rights with respect to such website, application or service, unless otherwise expressly provided DSI. DSI shall have no obligations or liability arising from Subscriber's access and use of such linked Third Party websites, applications and services.

2.2 Proprietary Rights.

(a) Subscriber acknowledges and agrees that (as between Subscriber and DSI) DSI retains all ownership right, title, and interest in and to the Applications, the Services, the Documentation and the Content, including without limitation all corrections, enhancements, improvements to, or derivative works thereof (collectively, "Derivative Works"), and in all Intellectual Property Rights therein or thereto. To the extent any Derivative Work is developed by DSI based upon ideas or suggestions submitted by Subscriber to DSI, Subscriber hereby irrevocably assigns all rights to modify or enhance the Applications and the Services using such ideas or suggestions or joint contributions to DSI, together with all Intellectual Property Rights related to such Derivative Works. Nothing contained in this Agreement shall be construed to convey to Subscriber (or to any party claiming through Subscriber) any Intellectual Property Rights in or to the Applications, the Services, the Documentation and the Content, other than the rights expressly set forth in this Agreement.

(b) DSI acknowledges and agrees that (as between Subscriber and DSI) Subscriber retains all ownership right, title, and interest in and to the Subscriber Data, including all Intellectual Property Rights

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therein or thereto. Notwithstanding the foregoing, Subscriber hereby grants DSI a non-exclusive, royalty-free license to display, distribute, transmit, publish and otherwise use the Subscriber Data to improve the Services and the performance of DSI, including without limitation, submitting and sublicensing the Subscriber Data to Third Parties for analytical purposes, provided that (i) such Third Parties have entered into a written agreement with DSI to maintain the confidentiality of the Subscriber Data and (ii) DSI shall not specifically identify the Subscriber Data as originating from Subscriber when providing the Subscriber Data to such Third Parties.

Section 3.0 DSI Responsibilities

3.1 Subscriber Data. DSI shall not edit or disclose any information regarding Subscriber's Account, including any Subscriber Data, without Subscriber's prior permission, except in accordance with this Agreement. Notwithstanding the foregoing, DSI is hereby permitted to provide certain statistical information (e.g., usage, average costs or time values, or user traffic patterns) in aggregated and de-identified form to Third Parties or to other Application subscribers.

3.2 Support. During the Term DSI shall, as part of Subscriber's Subscription Fees, provide telephone and e-mail support ("Support Services") to Subscriber during the hours of 8:00 a.m. (Eastern time) to 6:00 p.m. (Eastern time), Monday through Friday, excluding holidays.

3.3 Availability. DSI shall use commercially reasonable efforts to make the Services available (i) 99.9% of the time during the hours of 6:00 a.m. (Eastern time) to 10:00 p.m. (Eastern time), Monday through Friday, excluding holidays ("Business Hours"), and (ii) 99.5% of the time, determined on a twenty-four (24) hours a day, seven (7) days a week basis. Availability shall be calculated on a monthly basis. For purposes of calculating availability, the Services shall not be deemed unavailable during any period arising from: (i) routine system maintenance that is performed weekly during non-Business Hours; (ii) scheduled downtime for extended system maintenance (of which DSI shall give at least 8 hours' prior notice and which DSI shall schedule to the extent reasonably practicable outside of Business Hours); and (iii) any unavailability caused by circumstances beyond DSI's reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Our employees), Internet service provider failure or delay, non-DSI software or hardware, or denial of service attack.

3.4 Protection of Subscriber Data. DSI shall maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Subscriber Data. In addition, if Subscriber is a "Covered Entity" under HIPAA, DSI is Subscriber's "Business Associate" under HIPAA, and any Subscriber Data provided by Subscriber to DSI in their capacities as a Covered Entity and Business Associate, respectively, DSI and Subscriber shall enter into a Business Associate Agreement (the form of which shall be reasonably satisfactory to DSI).

Section 4.0 Third Party Interactions

4.1 Relationship to Third Parties. In connection with Subscriber's use of the Services, Subscriber may: (i) enter into correspondence with and/or participate in promotions of advertisers or sponsors showing their goods and/or services through the Services; (ii) purchase goods and/or services, including implementation, customization, content, forms, schedules, integration and other services; (iii) exchange data, integrate, or interact between Subscriber's Account, the Services and a Third Party provider; (iv) be offered additional functionality within the user interface of the Services through use of

Attachment B

the Services' application programming interface; and/or (v) be provided content, knowledge, subject matter expertise in the creation of forms, content and schedules. Any such activity, and any terms, conditions, warranties or representations associated with such activity, shall be solely between Subscriber and the applicable Third Party. DSI shall have no liability, obligation or responsibility for any such correspondence, purchase, promotion, data exchange, integration or interaction between Subscriber and any such Third Party.

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

4.3 No Warranty or Endorsement. DSI does not warrant any Third Party providers or any of their products or services, whether or not such products or services are designated by DSI as "certified," "validated," "premier" and/or any other designation. DSI does not endorse any sites on the Internet which are linked through the Services. DSI is providing these links to Subscriber only as a matter of convenience, and in no event shall DSI be responsible for any content, products, or other materials on or available from such sites.

4.4 Additional Terms. The Disclaimer of Warranties (Section 7.1) and Limitation of Liability (Section 7.3) set forth herein shall apply to all Third Party interactions.

Section 5.0 Subscription Fees

5.1 Subscription Fees. Subscriber shall, on or before the commencement of the Initial Term of a Service subscription, pay to DSI the Subscription Fee for such Service subscription. Thereafter, DSI shall invoice Subscriber for each applicable Subscription Fee at least sixty (60) days prior to the commencement of the applicable Renewal Term. Unless Subscriber provides written notice of non-renewal in accordance with Section 6.1, Subscriber agrees to pay all Subscription Fees no later than thirty (30) days after the receipt of DSI's applicable invoice therefor. Subscriber is responsible for providing complete and accurate billing and contact information to DSI and notifying DSI of any changes to such information.

5.2 Automatic Payments. Subscriber shall, upon the written request from DSI, establish and maintain valid and updated credit card information or a valid ACH auto debit account (in each case, the "Automatic Payment Method"). Upon establishment of such Automatic Payment Method, DSI is hereby authorized to charge any applicable Subscription Fee using such Automatic Payment Method.

5.3 Renewal Charges. DSI maintains the right to increase Subscription Fees and other applicable fees and charges in connection with each Renewal Term subject to Subscriber's right to not renew or to terminate this Agreement within thirty (30) days actual written notice of such fee increases.

5.4 Taxes. DSI's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Subscriber is responsible for paying all Taxes associated with its purchases hereunder. If DSI has the legal obligation to pay or collect Taxes for which Subscriber is responsible under this Section 5.4, DSI shall invoice Subscriber and Subscriber shall pay that amount unless Subscriber provides DSI with a valid tax exemption certificate authorized by the appropriate taxing authority. Subscriber agrees to indemnify and hold DSI harmless from any

Attachment B

encumbrance, fine, penalty or other expense which DSI may incur as a result of Subscriber's failure to pay any Taxes required hereunder. For clarity, DSI is solely responsible for taxes assessable against DSI based on its income, property and employees.

Section 6.0 Term and Termination

6.1 Term. This Agreement commences on the date Subscriber establishes its Account and continues until all Services subscriptions hereunder have expired or have been terminated (the "Term"). The initial term of each Services subscription shall be for a period of one (1) year (the "Initial Term"). Thereafter, each Services subscription shall automatically renew for successive one year periods (each, a "Renewal Term") unless either party has provided written notice of its intent to not renew such Services subscription not less than thirty (30) days prior to the expiration of the then-current Initial or Renewal Term applicable to such Services subscription.

6.2 Termination for Breach. DSI may terminate this Agreement prior to the expiration of the Term if Subscriber commits a material breach of this Agreement and fails to cure such breach within thirty (30) days after written notice of such breach is given by DSI; provided that if the breach involves a failure of Subscriber to pay any of the fees required under this Agreement, the cure period shall be reduced to ten (10) days. Without limiting the foregoing, in the event of a breach that gives rise to the right by DSI to terminate this Agreement, DSI may elect, as an interim measure, to terminate one or more of Subscriber's Services subscriptions and/or suspend its performance hereunder (including, without limitation, Subscriber's right to access and use the Services and the Account) until the breach is cured. DSI's exercise of its right to elect any interim measure shall be without prejudice to DSI's right to terminate this Agreement upon written notice to Subscriber.

6.3 Termination for Convenience. Subscriber may terminate this Agreement at any time for convenience by providing DSI forty-five (45) days' prior written notice to the following email address: clientsuccess@dudesolutions.com. Upon termination by Subscriber pursuant to this Section 6.3, Subscriber may request in writing and be granted a refund in an amount equal to: (i) the Subscription Fee prepaid by Subscriber for the one-year term during which such termination is effective, *multiplied by* (ii) the number of full months remaining in the applicable one-year term (determined based upon the effective date of termination) *divided by* twelve; provided, however, that if DSI receives Subscriber's written notice of termination pursuant to this Section 6.3 within the first sixty (60) days after the commencement of the Initial Term, DSI shall refund to Subscriber the entire Subscription Fee for the Initial Term. For avoidance of doubt, no refund shall be granted with respect to fees for training, import or project management, and/or other professional services. Upon termination of its Account, Subscriber's right to access its Account and use the Services immediately ceases.

6.4 Effect of Termination. Upon termination of this Agreement, (i) Subscriber's access and use of the Services shall automatically cease, and (ii) DSI shall have no obligation to maintain the Subscriber Data or to forward the Subscriber Data to Subscriber or any Third Party.

6.5 Survival. The following portions of this Agreement shall survive termination of this Agreement and continue in full force and effect: Sections 2.1(d), 2.2, 6.4, 7, 8 and 9. Termination of this Agreement, or any of the obligations hereunder, by either party shall be in addition to any other legal or equitable remedies available to such party, except to the extent that remedies are otherwise limited hereunder.

Attachment B

Section 7.0 Disclaimers and Indemnification

7.1 Disclaimer of Warranties. DSI AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICES OR ANY CONTENT. DSI AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT: (I) THE USE OF THE SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA; (II) THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (III) ANY STORED DATA WILL BE ACCURATE OR RELIABLE; (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (V) ERRORS OR DEFECTS WILL BE CORRECTED; (VI) THE SERVICES OR THE SERVER(S) THAT MAKE THE SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICES AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS-IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY DSI AND ITS LICENSORS.

7.2 Indemnification.

(a) *Indemnity by DSI.* DSI shall defend, indemnify and hold harmless Subscriber from any loss, damage or expense (including reasonable attorneys' fees) awarded by a court of competent jurisdiction, or paid in accordance with a settlement agreement signed by Subscriber, in connection with any Third Party claim (each, a "Claim") alleging that Subscriber's use of the Services as expressly permitted hereunder infringes upon any United States patent, copyright or trademark of such Third Party, or misappropriates the trade secret of such Third Party; provided that Subscriber (x) promptly gives DSI written notice of the Claim; (y) gives DSI sole control of the defense and settlement of the Claim; and (z) provides to DSI all reasonable assistance, at DSI's expense. If DSI receives information about an infringement or misappropriation claim related to the Services, DSI may in its sole discretion and at no cost to Subscriber: (i) modify the applicable Service(s) so that it no longer infringes or misappropriates, (ii) obtain a license for Subscriber's continued use of the applicable Service(s), or (iii) terminate the Subscriber's Account subscriptions for the applicable Service(s) upon prior written notice and refund to Subscriber any prepaid Subscription Fees covering the remainder of the term of the terminated Account subscriptions. Notwithstanding the foregoing, DSI shall have no liability or obligation with respect to any Claim that is based upon or arises out of (A) use of the applicable Service(s) in combination with any software or hardware not expressly authorized by DSI, (B) any modifications or configurations made to the applicable Service(s) by Subscriber without the prior written consent of DSI, and/or (C) any action taken by Subscriber relating to use of the applicable Service(s) that is not permitted under the terms of this Agreement. This Section 7.2(a) states Subscriber's exclusive remedy against DSI for any Claim of infringement or misappropriation of a Third Party's Intellectual Property Rights related to or arising from Subscriber's use of the Services.

(b) Subscriber shall defend, indemnify and hold harmless DSI from any loss, damage or expense (including reasonable attorneys' fees) awarded by a court of competent jurisdiction, or paid in accordance with a settlement agreement signed by DSI, in connection with any Claim alleging that the Subscriber Data, or Subscriber's use of the Services in breach of this Agreement, infringes upon any United States patent, copyright or trademark of such Third Party, or misappropriates the trade secret of such

Attachment B

Third Party; provided that DSI (x) promptly gives Subscriber written notice of the Claim; (y) gives Subscriber sole control of the defense and settlement of the Claim; and (z) provides to Subscriber all reasonable assistance, at Subscriber's expense. This Section 7.2(b) states DSI's exclusive remedy against Subscriber for any Claim of infringement of misappropriation of a Third Party's Intellectual Property Rights related to or arising from the Subscriber Data or Subscriber's use of the Services.

(c) The Contractor guarantees and agrees to indemnify and defend the City, its governing body, and its employees against any and all loss, liability, damages, demands, claims or costs arising out of the negligent or unlawful acts of the Contractor during the performance of this Agreement and non-compliance with any local, state or federal codes, ordinances, orders or statutes, including the Occupational Safety and Health Act. This guarantee is in addition to and is not intended as a limitation in any other warranty, express or implied.

7.3 Limitation of Liability. EXCEPT FOR DAMAGES TO PERSONS OR PROPERTY SUSTAINED DUE TO THE NEGLIGENCE OF DSI OR ITS AGENTS WHILE ON THE PREMISES OF THE CITY, IN NO EVENT SHALL DSI, IN THE AGGREGATE, BE LIABLE FOR DAMAGES TO SUBSCRIBER IN EXCESS OF THE AMOUNT OF SUBSCRIPTION FEES PAID BY SUBSCRIBER TO DSI PURSUANT TO THIS AGREEMENT DURING THE TWELVE MONTHS PRIOR TO THE LAST ACT OR OMISSION GIVING RISE TO THE LIABILITY. UNDER NO CIRCUMSTANCES SHALL DSI HAVE ANY LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR LOSS OF PROFITS, OR CONSEQUENTIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF DSI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING, AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE.

SUBSCRIBER AGREES THAT DSI'S CRISISMANAGER AND SAFETY CENTER APPLICATIONS (COLLECTIVELY, "SAFETY APPS") IS A DOCUMENTATION TOOL ONLY, AND THAT EACH OF THE SAFETY APPS IS NOT INTENDED TO PROVIDE EMERGENCY SERVICES OR PROTOCOLS, PROCEDURES OR ACTION PLANS IN THE EVENT OF A CRISIS OR EMERGENCY. SUBSCRIBER FURTHER AGREES THAT IT SHALL BE SOLELY RESPONSIBLE FOR: (1) CREATING AND MAINTAINING ITS EMERGENCY ACTION PLAN WITHIN EACH RESPECTIVE SAFETY APP, (2) ENSURING THAT SUBSCRIBER'S EMPLOYEES, CONTRACTORS AND OTHER PERSONNEL ARE PROVIDED ACCESS TO ITS EMERGENCY ACTION PLAN WITHIN THE SAFETY APPS, AND (3) CONTACTING (E.G., CALLING 911) EMERGENCY SERVICES IN THE EVENT OF AN ACTUAL CRISIS OR EMERGENCY. DSI SHALL HAVE NO RESPONSIBILITY OR LIABILITY AS A RESULT OF THIS AGREEMENT AND/OR SUBSCRIBER'S USE OF THE SAFETY APPS FOR DECISIONS MADE OR ACTIONS TAKEN OR NOT TAKEN IN THE EVENT OF A CRISIS OR EMERGENCY.

Section 8.0 Insurance

8.1 Throughout the term of this Agreement, DSI shall procure and maintain the following insurance coverage:

COMMERCIAL GENERAL LIABILITY: Commercial general liability coverage of not less than \$1,000,000.00 per occurrence.

WORKER'S COMPENSATION INSURANCE: Where applicable, worker's compensation coverage to apply for all employees at a minimum statutory limits as required by Florida Law.

Section 9.0 Confidentiality

Attachment B

9.1 Protection of Confidential Information. The Receiving Party agrees that it shall (i) hold the Disclosing Party's Confidential Information in strict confidence and shall use the same degree of care in protecting the confidentiality of the Disclosing Party's Confidential Information that it uses to protect its own Confidential Information, but in no event less than reasonable care, (ii) not use the Confidential Information of the Disclosing Party for any purpose not permitted by this Agreement; (iii) not copy any part of the Disclosing Party's Confidential Information except as expressly permitted by this Agreement, (iv) limit access to the Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

9.2 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. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party shall reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

9.3 Remedies. Recipient acknowledges that Disclosing Party would have no adequate remedy at law should Receiving Party breach its obligations relating to Confidential Information and agrees that Disclosing Party shall be entitled to enforce its rights by obtaining appropriate equitable relief, including without limitation a temporary restraining order and an injunction.

Section 10.0 Miscellaneous

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

10.2 Acceptance of Privacy Policy. All data and information provided by Subscriber through its use of the Services is subject to the Privacy Policy. By using the Services, Subscriber accepts and agrees to be bound and abide by the Privacy Policy.

10.3 Governing Law. This Agreement and any dispute arising out of or in connection with this Agreement shall be governed by and construed under the laws of the State of Florida, without regard to the principles of conflict of laws. Venue shall be Gainesville, Florida.

10.4 Relationship of the Parties. DSI is performing pursuant to this Agreement only as an independent contractor. DSI has the sole obligation to supervise, manage, contract, direct, procure, perform or cause to be performed its obligations set forth in this Agreement, except as otherwise agreed upon by the parties. Nothing set forth in this Agreement shall be construed to create the relationship of principal and agent between DSI and Subscriber. DSI shall not act or attempt to act or represent itself, directly or by implication, as an agent of Subscriber or its affiliates or in any manner assume or create, or attempt to assume or create, any obligation on behalf of, or in the name of, Subscriber or its affiliates.

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

Attachment B

relating to the same or a subsequent matter.

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

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

10.8 Notices. Except as otherwise specified in this Agreement, all notices, instructions, requests, authorizations, consents, demands and other communications hereunder shall be in writing and shall be delivered by one of the following means, with notice deemed given as indicated in parentheses: (a) by personal delivery (when actually delivered); (b) by overnight courier (upon written verification of receipt); (c) by certified or registered mail, return receipt requested (upon verification of receipt); or (d) solely with respect to notices to Subscriber, via electronic mail to the e-mail address maintained on Subscriber's Account. All notices to DSI shall be addressed as follows: Dude Solutions, Inc., 11000 Regency Parkway, Suite 110, Cary, NC 27518 Attn: Legal Operations, *with a copy to*: Robinson, Bradshaw & Hinson, P.A., 101 N. Tryon St., Suite 1900, Charlotte, NC 28246, Attn: Richard Dunn.

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

10.10 No Third Party Beneficiaries. No person or entity not a party to this Agreement will be deemed to be a third party beneficiary of this Agreement or any provision hereof.

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

10.12 Entire Agreement. This Agreement is the entire agreement between Subscriber and DSI regarding Subscriber's use of the Service and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter except as specifically incorporated in this Agreement. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. The parties agree that any term or condition stated in any purchase order or in any other order documentation is void.

Attachment B

10.13 Children Under the Age of 13. Websites and/or online applications and services that are collecting information from children under the age of 13 are required to comply with Federal Trade Commission (FTC) Children's Online Privacy Protection Act (COPPA). Subscriber shall not submit, and shall ensure that its Account Users shall not submit, any information from children under the age of 13. DSI does not knowingly collect personal information from children under 13. If Subscriber believes DSI might have any information from or about a child under 13, please contact DSI at: notice@dudesolutions.com or by mail at the following address: Dude Solutions, Inc., 11000 Regency Parkway, Suite 110, Cary, NC 27518 Attn: Operations. If DSI learns it has collected or received personal information for a child under 13 without verification of parental consent, DSI shall delete such information.

10.14 Modifications. DSI may revise the terms of the Online Subscription Agreement from time-to-time and shall post the most current version of this Agreement on its website. DSI shall notify Subscriber of any change in the terms of this Agreement, which must be agreed to in writing by the parties, and for which Subscriber shall have the right to terminate the Agreement within thirty (30) days actual written notice of the proposed changes.

Ford, Roschella M.

From: Varvel, Steven C.
Sent: Thursday, September 15, 2016 6:09 PM
To: Ford, Roschella M.
Subject: RE: Certificate of Insurance

Approved,
Steve Varvel

From: Ford, Roschella M.
Sent: Thursday, September 15, 2016 2:39 PM
To: Varvel, Steven C.
Subject: FW: Certificate of Insurance

For review/approval

From: Gardner, Laura J.
Sent: Thursday, September 15, 2016 1:50 PM
To: Ford, Roschella M.
Subject: FW: Certificate of Insurance

Saved to GSD Certs of Ins

Thank You,

Janie Gardner

City Of Gainesville
Facilities Management
405 NW 39th Avenue-Station 51
Gainesville, FL 32609
352-393-8141 (Phone)
352-393-7985 (Fax)
gardnerlj@cityofgainesville.org

From: Melissa Buchanan [<mailto:melissa.buchanan@dudesolutions.com>]
Sent: Thursday, September 15, 2016 1:40 PM
To: Gardner, Laura J.
Cc: Jon Mills
Subject: RE: Certificate of Insurance

Hi Janie,

The requested COI is attached. If there is anything else I can help with, please let me know.

Best regards,

Melissa Buchanan | Contracts Administrator | [Dude Solutions](#) | main (877) 868-3833 | direct (919) 674-8602 | mobile (919) 357-1763

This communication is intended for the sole use of the person(s) to whom it is addressed and may contain information that is privileged, confidential or subject to copyright. Any unauthorized use, disclosure or copying of this communication is strictly prohibited. If you have received this communication in error, please contact the sender immediately. Any communication received in error should be deleted and all copies destroyed.

From: Jon Mills
Sent: Thursday, September 15, 2016 9:44 AM
To: Gardner, Laura J. <GardnerLJ@cityofgainesville.org>
Cc: Melissa Buchanan <melissa.buchanan@dudesolutions.com>
Subject: RE: Certificate of Insurance

Good Morning, Janie.

I have requested our certificate of insurance and should have that for you shortly. What other details can we work on simultaneously?

Jon Mills | [DudeSolutions.com](#) | [LinkedIn](#) | p (919) 674-8711 | c (919) 500-9181

This communication is intended for the sole use of the person(s) to whom it is addressed and may contain information that is privileged, confidential or subject to copyright. Any unauthorized use, disclosure or copying of this communication is strictly prohibited. If you have received this communication in error, please contact the sender immediately. Any communication received in error should be deleted and all copies destroyed.

From: Gardner, Laura J. [<mailto:GardnerLJ@cityofgainesville.org>]
Sent: Thursday, September 15, 2016 8:37 AM
To: Jon Mills <jon.mills@dudesolutions.com>
Subject: Certificate of Insurance

Good Morning Jon,

We have been informed by purchasing that in order to complete the purchase order we need a certificate of insurance with City of Gainesville listed as the additional insured. Can you please send this over at your earliest convenience?

Thank You,

Janie Gardner

City Of Gainesville
Facilities Management
405 NW 39th Avenue-Station 51
Gainesville, FL 32609
352-393-8141 (Phone)
352-393-7985 (Fax)
gardnerj@cityofgainesville.org

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis of North Carolina, Inc.		NAMED INSURED Dude Solutions, Inc. Attn: Darrin Dexter 11000 Regency Parkway Suite 110 Cary, NC 27518	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Technology Errors & Omissions
Per Claim Liability: \$2,000,000
Aggregate: \$2,000,000
Privacy Remediation/Notification Costs: \$100,000
Media Liability-Included

Technology Related Injury includes violation of person's right of privacy or right of publicity- See attached policy page attached, item B.3.

City Of Gainesville is included as an Additional Insured as respect to General Liability.



Information And Network Technology Blended Liability Insurance

Definitions (continued)

Suit

Suit:

- A. means a civil proceeding in which damages for injury, to which this insurance applies, are sought.
- B. includes an arbitration or other dispute resolution proceeding in which such damages are sought and to which the insured must submit or does submit with our consent.

Subparagraph A, above includes a claim for injunctive relief to prevent such injury from continuing or resuming.

Technology-Related Injury

Technology-related injury means injury sustained by a person or organization that is caused by an act that results in actual or suspected:

- A. infringement upon a person's or organization's:
 - 1. collective mark, service mark or other trademarked logo, name, slogan, title or other symbol;
 - 2. copyright;
 - 3. Internet domain name or e-mail address;
 - 4. mask work or semiconductor topography right; or
 - 5. trade dress.
- B. electronic, oral, written or other:
 - 1. publication of content, information or material that libels or slanders a person or organization;
 - 2. publication of content, information or material that disparages a person's or organization's goods, products or services; or
 - 3. publication, disclosure or other use of content, information or material that violates a person's right of privacy or right of publicity.
- C. false arrest, false detention or other false imprisonment.
- D. malicious prosecution.
- E. wrongful entry into, wrongful eviction of a person from or other violation of a person's right of private occupancy of a dwelling, premises or room that such person occupies, if committed by or on behalf of its landlord, lessor or owner.
- F. discrimination, harassment or segregation based on a person's protected human characteristics as established by law.

Temporary Worker

Temporary worker means a person that is furnished to a party to substitute for a permanent employee on leave or to meet seasonal or short-term workload conditions.

Waste

Waste includes material to be recycled, reconditioned or reclaimed.

Memo



To: Anthony Lyons, City Manager

From: Ed Gable, Facilities Manager

Date: Thursday, September 22, 2016

Subject: Purchases & Sales Exceeding \$50,000 Approved by General Government Staff for the Month of September 2016 (not Requiring Prior City Commission Approval)

VENDOR	MATERIALS	DEPARTMENT	AMOUNT
Dude Solutions	Capital Forecast (software) for equipment inventory, data collection & facility condition assessment (TCPN Cooperative Purchasing Network)	Facilities Mgmt.	\$81,483.25

Purchasing Dept.

Ford, Roschella M.

From: Drymon, James D
Sent: Tuesday, May 03, 2016 9:01 AM
To: Ford, Roschella M.
Subject: RE: City Commission approval on contractual services excessive of \$50K

Hi Roschella,

I discussed TCPN with Diane Holder this morning, and she informed me that Aleta has previously indicated that TCPN would qualify for the type of exemption from City Commission approval that is covered under Policy 7.1(7). Just don't forget to complete the "Method of Source Selection" form and file your report to the City Commission (per Policy section 7.2). And since this purchase involves software, you should check with IT (if you haven't done so already) before making the purchase to verify there will be no issues with the installation or the operation of the software going forward.

Hope this addresses all of your questions satisfactorily. If not, don't hesitate to contact me.

Respectfully,

Doug Drymon
Senior Buyer
City of Gainesville
Purchasing Division
P.O. Box 490
Station 32
Gainesville, FL 32627-0490
(352) 334-5021 / (352) 334-3163 fax
DrymonJD@cityofgainesville.org

Purchasing Office hours: 7AM to 6PM, Monday – Thursday

From: Ford, Roschella M.
Sent: Monday, May 02, 2016 4:15 PM
To: Drymon, James D
Subject: RE: City Commission approval on contractual services excessive of \$50K

Doug
Please click on the link below. There's several documents related to the contract, RFP, etc. It will take you to the docs. then click on contract docs.

<http://www.tcpn.org/Vendors/Pages/SchoolDudecom.aspx>

Roschella

From: Drymon, James D
Sent: Monday, May 02, 2016 4:12 PM
To: Ford, Roschella M.
Subject: RE: City Commission approval on contractual services excessive of \$50K

Please send me the contract to review. It appears CC approval won't be needed, but I would like to see the contract first, before confirming. Thanks!

Doug Drymon
Senior Buyer
City of Gainesville
Purchasing Division
P.O. Box 490
Station 32
Gainesville, FL 32627-0490
(352) 334-5021 / (352) 334-3163 fax
DrymonJD@cityofgainesville.org

Purchasing Office hours: 7AM to 6PM, Monday – Thursday

From: Ford, Roschella M.
Sent: Monday, May 02, 2016 4:08 PM
To: Drymon, James D
Subject: RE: City Commission approval on contractual services excessive of \$50K

We are piggybacking off of TCPN

From: Drymon, James D
Sent: Monday, May 02, 2016 4:06 PM
To: Ford, Roschella M.
Subject: RE: City Commission approval on contractual services excessive of \$50K

Is this software being purchased through a Federal or State Contract, or by piggy-backing on another government agency's contract?

Doug Drymon
Senior Buyer
City of Gainesville
Purchasing Division
P.O. Box 490
Station 32
Gainesville, FL 32627-0490
(352) 334-5021 / (352) 334-3163 fax
DrymonJD@cityofgainesville.org

Purchasing Office hours: 7AM to 6PM, Monday – Thursday

From: Ford, Roschella M.
Sent: Monday, May 02, 2016 3:50 PM
To: Drymon, James D
Subject: City Commission approval on contractual services excessive of \$50K

Hi Doug

I have a proposal for \$62,000 from school.dude.com for facility condition assessment and maintenance. It is a web base software that tracks all of facility data on facility maintenance with HVAC, Roofing, etc.

Will this proposal require the approval from the City Commission?

I am reading the City Purchasing policy 7.1.

Please clarify ~

Roschella M. Ford

Executive Assistant Sr.
City of Gainesville, Facilities Management
405 NW 39th Avenue, Box 51, Gainesville, FL 32627
352.393.8262 Office fordrm@cityofgainesville.org e-mail





November 2, 2015

Mr. Scott V. Carpenter
Vice President of Sales
SchoolDude.com
11000 Regency Parkway, Suite 200
Cary, North Carolina 27518

Re: Renewal of Contract # R5133

Dear Mr. Carpenter:

Per official action taken by the Board of Directors of Education Service Center, Region 4 on October 20, 2015, The Cooperative Purchasing Network (TCPN) is pleased to announce that SchoolDude.com has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to Region 4 on February 7, 2012, and subsequent performance thereafter:

Contract

Facilities Management Software

The contract will expire on March 31, 2017, completing the fifth year of a five-year term of contract. **If your company is not in agreement, please contact TCPN immediately.**

The partnership between SchoolDude.com and Region 4 can be of great help to participating agencies. Please provide copies of this letter to your sales representative(s) to assist in their daily course of business.

If you have any questions or concerns, please feel free to contact me at 713.554.0460.

Sincerely,

A handwritten signature in cursive script that reads "Deborah Bushnell".

Deborah Bushnell, CTSBO
Contracts/Compliance Manager



SchoolDude.com

VENDOR WEBSITE

Overview

Contract Documents

Contact

Contract: R5133 - Facilities Management Software

Mar 12, 2012 to Mar 31, 2017

No Category Assigned

- Determination for RFP
- Florence Blade Affidavit
- USA Today Ad 1
- USA Today Ad 2
- Daily Journal and Commerce Affidavit
- Original Solicitation (Final RFP Document)
- Addendum
- TCPN Screenshot
- Bid Receipt List
- Bid Sign in Sheet
- Bidders List
- Bid Evaluation
- Multi Award Letter
- Vendor Proposal
- Award Letter
- Compliance Questionnaire
- 5th Year Renewal Letter
- 4th Yr Renewal Letter
- National Coverage Approval



SchoolDude.com

VENDOR WEBSITE

Overview

Contract Documents

Contact

The complete suite of SchoolDude.com products including:

The Internet Maintenance Management System (IMMS), Preventive Maintenance Scheduling System, Online Inventory Management System, Online Facility Usage Scheduling System, Online Field Trip/Vehicle Scheduling System, Online Utility Tracking & Analysis System, Capital Planning System, Technology Help Desk and Asset Management System and Online Peer Networking Community.

System Names: MaintenanceDirect, PMDirect, InventoryDirect, FSDirect, TripDirect, CommunityUse, UtilityDirect, PlanningDirect, ITDirect, ITAMDirect, and CommunityDirect.

Contract terms allow PO's to be sent directly to this vendor and must reference the vendor's contract number. For example, "Per Cooperative Contract #R123456". Contact vendor for pricing.

[About](#)

[Membership](#)

[Vendors](#)

[Solicitations](#)



FOCUS

Join The Network
We can help you to get
the best prices for
the products that
you need. You pay for a fee
for the products so you
can get the best TCPN
contract.



CURRENT SOLICITATIONS

TCPN is currently soliciting bids for the following items:

• **IT Services - Network Support**
TCPN is soliciting bids for network support services for its members. The services include:
- Network troubleshooting
- Network configuration
- Network security

• **IT Services - Helpdesk Support**
TCPN is soliciting bids for helpdesk support services for its members. The services include:
- Helpdesk support
- Incident management
- Service level management

• **IT Services - Managed Network Services**
TCPN is soliciting bids for managed network services for its members. The services include:
- Network monitoring
- Network performance management
- Network security

• **IT Services - Managed Security Services**
TCPN is soliciting bids for managed security services for its members. The services include:
- Security monitoring
- Security incident response
- Security compliance

• **IT Services - Managed Cloud Services**
TCPN is soliciting bids for managed cloud services for its members. The services include:
- Cloud migration
- Cloud optimization
- Cloud security

• **IT Services - Managed Data Services**
TCPN is soliciting bids for managed data services for its members. The services include:
- Data backup
- Data recovery
- Data archiving

• **IT Services - Managed Storage Services**
TCPN is soliciting bids for managed storage services for its members. The services include:
- Storage optimization
- Storage migration
- Storage security

• **IT Services - Managed Backup Services**
TCPN is soliciting bids for managed backup services for its members. The services include:
- Backup optimization
- Backup migration
- Backup security

• **IT Services - Managed Disaster Recovery Services**
TCPN is soliciting bids for managed disaster recovery services for its members. The services include:
- Disaster recovery planning
- Disaster recovery testing
- Disaster recovery implementation

Ford, Roschella M.

From: Melissa Buchanan
<melissa.buchanan@dudesolutions.com>
Sent: Tuesday, November 29, 2016 10:04 AM
To: Schwartz, David C.; Gable, Edward E; Jon Mills
Cc: Ford, Roschella M.
Subject: RE: City of Gainesville Facilities Condition Assessment and
Capital Forecasting
Attachments: City of Gainesville agreement 11.29.16.pdf

The updated agreement is attached.

Best regards,

Melissa Buchanan | Contracts Administrator | [Dude Solutions](#) | main (877) 868-3833 | direct (919) 674-8602 | mobile (919) 357-1763

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From: Schwartz, David C. [mailto:SchwartzDC@cityofgainesville.org]
Sent: Tuesday, November 29, 2016 9:50 AM
To: Gable, Edward E <GableEE@cityofgainesville.org>; Jon Mills <jon.mills@dudesolutions.com>; Melissa Buchanan <melissa.buchanan@dudesolutions.com>
Cc: Ford, Roschella M. <fordrm@cityofgainesville.org>
Subject: City of Gainesville Facilities Condition Assessment and Capital Forecasting

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To: Jon Mills; 'Melissa Buchanan'
Cc: Ford, Roschella M.; Schwartz, David C.
Subject: FW: City of Gainesville Facilities Condition Assessment and Capital Forecasting

Jon/Melissa: Two last changes that Mr. Schwartz is requesting. Please advise of your acceptance of these items. Thanks,
ED

Edward Gable
Architect | Facility Manager
City of Gainesville, FL
352.393.7979
gableee@cityofgainesville.org

From: Schwartz, David C.
Sent: Monday, November 28, 2016 6:57 PM
To: Gable, Edward E; Varvel, Steven C.; Gillen, Kilian C.; Ford, Roschella M.; Murry, Fredrick J.
Subject: City of Gainesville Facilities Condition Assessment and Capital Forecasting

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Subject: City of Gainesville Facilities Condition Assessment and Capital Forecasting

One change, to the last paragraph in Exhibit B:

“10.14 Modifications. DSI may revise the terms of ~~the~~ Online Subscription Agreement from time-to-time and shall post the most current version of this Agreement on its website. DSI shall notify Subscriber of any change in the terms of this Agreement, which must be agreed to in writing by the parties, and for which Subscriber shall have the right to terminate the Agreement within thirty (30) days actual written notice of the proposed changes.”

It just became apparent to me that without this clarification it could mean that DSI could unilaterally revise even the primary Agreement document, subject to the City's right to terminate. We shouldn't do that with the primary contract document, and that wasn't the parties' intent.

Thanks.

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Subject: FW: City of Gainesville Facilities Condition Assessment and Capital Forecasting

Is everybody good with these final revisions and this version? What is our next step? Thanks, ED

Edward Gable
Architect | Facility Manager
City of Gainesville, FL
352.393.7979
gableee@cityofgainesville.org

From: Jon Mills [<mailto:jon.mills@dudesolutions.com>]
Sent: Tuesday, November 22, 2016 10:50 PM
To: Varvel, Steven C.; Melissa Buchanan; Gable, Edward E
Cc: Schwartz, David C.; Gillen, Kilian C.; Ford, Roschella M.; Murry, Fredrick J.; Matt Knox
Subject: RE: City of Gainesville Facilities Condition Assessment and Capital Forecasting

Please see the attached updated agreement. Please countersign and send back over.

Thank you and happy Thanksgiving!

Jon Mills | DudeSolutions.com | [LinkedIn](#) | c (919) 500-9181

From: Varvel, Steven C. [<mailto:varvelsc@cityofgainesville.org>]
Sent: Thursday, November 17, 2016 4:23 PM
To: Melissa Buchanan <melissa.buchanan@dudesolutions.com>; Gable, Edward E <GableEE@cityofgainesville.org>; Jon Mills <jon.mills@dudesolutions.com>
Cc: Schwartz, David C. <SchwartzDC@cityofgainesville.org>; Gillen, Kilian C. <gillenk@cityofgainesville.org>; Ford, Roschella M. <fordrm@cityofgainesville.org>; Murry, Fredrick J. <murryfj@cityofgainesville.org>; Matt Knox <matt.knox@dudesolutions.com>
Subject: RE: City of Gainesville Facilities Condition Assessment and Capital Forecasting

Add a requirement for G/L and Comp,
G/L 1,000,000 minimum
Comp as required by statute. Their policies are well within our requirements.
Steve Varvel

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Sent: Thursday, November 17, 2016 11:22 AM
To: Gable, Edward E; Jon Mills
Cc: Schwartz, David C.; Gillen, Kilian C.; Ford, Roschella M.; Murry, Fredrick J.; Matt Knox; Varvel, Steven C.
Subject: RE: City of Gainesville Facilities Condition Assessment and Capital Forecasting

Hi Ed,

Regarding the public records portion, we'll be able to make the change to accommodate this.

I'm working with our attorney to resolve your concerns with the Limitation of Liability; I'll send over a revision as soon as I have it.

I've included a sample of our COI which shows our insurance limits.

Best regards,

Melissa Buchanan | Contracts Administrator | [Dude Solutions](#) | main (877) 868-3833 | direct (919) 674-8602 | mobile (919) 357-1763

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Sent: Thursday, November 10, 2016 1:38 PM
To: Melissa Buchanan <melissa.buchanan@dudesolutions.com>; Jon Mills <jon.mills@dudesolutions.com>
Cc: Schwartz, David C. <SchwartzDC@cityofgainesville.org>; Gillen, Kilian C. <gillenk@cityofgainesville.org>; Ford, Roschella M. <fordrm@cityofgainesville.org>; Murry, Fredrick J. <murryfj@cityofgainesville.org>; Matt Knox <matt.knox@dudesolutions.com>; Varvel, Steven C. <varvelsc@cityofgainesville.org>
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http://www.leg.state.fl.us/Statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=0100-0199/0119/Sections/0119.0701.html

Par. 7.3: It doesn't make sense, and seems unreasonable to the City, that Dude's liability for intentionally or negligently injuring someone on City property, for example, should be limited to the subscription fees paid. Will anyone from DSI be going onto City property for this agreement? If so, limiting any DSI liability to the subscription amount is not acceptable for a City contract calling for work to be done on City property, and the contract should be reworded to limit claims for breach of contract to subscription fees paid. As a matter of principle and precedent, the City cannot agree to this provision as presently written.

What are DSI's general liability insurance limits? Insurance requirements for DSI should be included in the agreement if DSI will be doing work on City property.

Please respond at your earliest convenience. Thank you. ED

Edward Gable
Architect | Facility Manager
City of Gainesville, FL
352.393.7979
gableeee@cityofgainesville.org

From: Melissa Buchanan [<mailto:melissa.buchanan@dudesolutions.com>]
Sent: Wednesday, November 09, 2016 2:02 PM
To: Gable, Edward E; Jon Mills
Cc: Schwartz, David C.; Gillen, Kilian C.; Ford, Roschella M.; Murry, Fredrick J.; Matt Knox
Subject: RE: City of Gainesville Facilities Condition Assessment and Capital Forecasting

Hi Ed,

After a legal review, DSI can make changes as shown in the attached draft. If this version is acceptable, please let me know and I can finalize the documents for signatures ASAP. If you have questions or want to discuss any of the information, please let me know. I'm available by phone at 919-674-8602.

Best regards,

Melissa Buchanan | Contracts Administrator | [Dude Solutions](#) | main (877) 868-3833 | direct (919) 674-8602 | mobile (919) 357-1763

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From: Gable, Edward E [<mailto:GableEE@cityofgainesville.org>]
Sent: Tuesday, November 08, 2016 2:22 PM
To: Melissa Buchanan <melissa.buchanan@dudesolutions.com>; Jon Mills <jon.mills@dudesolutions.com>
Cc: Schwartz, David C. <SchwartzDC@cityofgainesville.org>; Gillen, Killian C. <gillenkc@cityofgainesville.org>; Ford, Roschella M. <fdrdm@cityofgainesville.org>; Murry, Fredrick J. <murryfj@cityofgainesville.org>; Matt Knox <matt.knox@dudesolutions.com>
Subject: RE: City of Gainesville Facilities Condition Assessment and Capital Forecasting

Thank you. /eg

Edward Gable
Architect | Facility Manager
City of Gainesville, FL
352.393.7979
gableee@cityofgainesville.org

From: Melissa Buchanan [<mailto:melissa.buchanan@dudesolutions.com>]
Sent: Tuesday, November 08, 2016 2:17 PM
To: Jon Mills; Gable, Edward E
Cc: Schwartz, David C.; Gillen, Killian C.; Ford, Roschella M.; Murry, Fredrick J.; Matt Knox
Subject: RE: City of Gainesville Facilities Condition Assessment and Capital Forecasting

Hi Ed,

I received information back from our legal team. I will be reviewing it to put something together for you tomorrow.

Best regards,

Melissa Buchanan | Contracts Administrator | [Dude Solutions](http://DudeSolutions.com) | main (877) 868-3833 | direct (919) 674-8602 | mobile (919) 357-1763

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From: Jon Mills
Sent: Tuesday, November 08, 2016 1:43 PM
To: Gable, Edward E <GableEE@cityofgainesville.org>
Cc: Schwartz, David C. <SchwartzDC@cityofgainesville.org>; Gillen, Killian C. <gillenkc@cityofgainesville.org>; Ford, Roschella M. <fdrdm@cityofgainesville.org>; Murry, Fredrick J. <murryfj@cityofgainesville.org>; Matt Knox <matt.knox@dudesolutions.com>; Melissa Buchanan <melissa.buchanan@dudesolutions.com>
Subject: RE: City of Gainesville Facilities Condition Assessment and Capital Forecasting

Hey Ed: I spoke with our team and they are expecting a response later today. If that changes I'll let you know.

Thanks,

Jon

Jon Mills | DudeSolutions.com | [LinkedIn](#) | p (919) 674-8711 | c (919) 500-9181

From: Gable, Edward E [<mailto:GableEE@cityofgainesville.org>]
Sent: Tuesday, November 08, 2016 8:30 AM
To: Melissa Buchanan <melissa.buchanan@dudesolutions.com>; Jon Mills <jon.mills@dudesolutions.com>
Cc: Schwartz, David C. <SchwartzDC@cityofgainesville.org>; Gillen, Kilian C. <gillenkc@cityofgainesville.org>; Ford, Roschella M. <fordrm@cityofgainesville.org>; Murry, Fredrick J. <murryfj@cityofgainesville.org>; Matt Knox <matt.knox@dudesolutions.com>
Subject: RE: City of Gainesville Facilities Condition Assessment and Capital Forecasting

Melissa: What is the status of the legal revisions to the Proposal/Attachment B? Regards, ED

Edward Gable
Architect | Facility Manager
City of Gainesville, FL
352.393.7979
gableeee@cityofgainesville.org

From: Melissa Buchanan [<mailto:melissa.buchanan@dudesolutions.com>]
Sent: Monday, October 24, 2016 10:59 AM
To: Gable, Edward E; Jon Mills
Cc: Schwartz, David C.; Gillen, Kilian C.; Ford, Roschella M.; Murry, Fredrick J.; Matt Knox
Subject: RE: City of Gainesville Facilities Condition Assessment and Capital Forecasting

Hi Ed,

I'll check on that today.

Best regards,

Melissa Buchanan | Contracts Administrator | [Dude Solutions](#) | main (877) 868-3833 | direct (919) 674-8602 | mobile (919) 357-1763

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From: Gable, Edward E [<mailto:GableEE@cityofgainesville.org>]
Sent: Monday, October 24, 2016 10:58 AM
To: Jon Mills <jon.mills@dudesolutions.com>
Cc: Schwartz, David C. <SchwartzDC@cityofgainesville.org>; Gillen, Kilian C. <gillenkc@cityofgainesville.org>; Ford, Roschella M. <fordrm@cityofgainesville.org>; Murry, Fredrick J. <murryfj@cityofgainesville.org>; Melissa Buchanan <melissa.buchanan@dudesolutions.com>; Matt Knox <matt.knox@dudesolutions.com>
Subject: RE: City of Gainesville Facilities Condition Assessment and Capital Forecasting

Happy Monday Jon!

Any update on the legal revisions to the Proposal/Attachment B?

Regards, ED

Edward Gable
Architect | Facility Manager
City of Gainesville, FL
352.393.7979
gableee@cityofgainesville.org

From: Jon Mills [<mailto:jon.mills@dudesolutions.com>]
Sent: Monday, October 03, 2016 10:43 AM
To: Gable, Edward E
Cc: Schwartz, David C.; Gillen, Kilian C.; Ford, Roschella M.; Murry, Fredrick J.; Melissa Buchanan; Matt Knox
Subject: RE: City of Gainesville Facilities Condition Assessment and Capital Forecasting

Thank you, Ed. I've forwarded the revisions along to Melissa Buchanan and she will help us navigate these.

We are also looking forward to executing on the project! We will set up a call once we've sorted through the legal details.

Have a great week,

Jon Mills | Manager – Government | DudeSolutions.com | ICMA Partner | [LinkedIn](#) | p (919) 674-8711 | c (919) 500-9181

From: Gable, Edward E [<mailto:GableEE@cityofgainesville.org>]
Sent: Monday, October 03, 2016 9:47 AM
To: Jon Mills <jon.mills@dudesolutions.com>
Cc: Schwartz, David C. <SchwartzDC@cityofgainesville.org>; Gillen, Kilian C. <gillenkcc@cityofgainesville.org>; Ford, Roschella M. <fordrm@cityofgainesville.org>; Murry, Fredrick J. <murryfj@cityofgainesville.org>
Subject: City of Gainesville Facilities Condition Assessment and Capital Forecasting

Jon:

Attached please find the document that outlines revisions to the proposed Agreement that are being required by our City Attorney. There are four (4) items regarding your "Proposal – Scope of Work" and seven (7) items regarding the Subscription Agreement that has been retitled as "Attachment B – Terms of Use".

These revisions are relatively minor and are necessary to bring the proposal into alignment with Florida law and City of Gainesville policies. Please review and let me know if you have any questions.

I recognize that this process has been somewhat drawn out. However, the balance of the documents, including the scope, fees, and our Purchase Order have been approved by the City Manager. We are excited to get this unique new project underway as soon as possible, as I know you are. Let's communicate soon regarding schedules.

Best Regards, ED

Edward Gable
Architect | Facility Manager

Ford, Roschella M.

From: Gable, Edward E
Sent: Monday, December 19, 2016 3:05 PM
To: Ford, Roschella M.
Cc: Gillen, Kilian C.
Subject: FW: City of Gainesville Facilities Condition Assessment and Capital Forecasting

For your file.. /eg

Edward Gable
Architect | Facility Manager
City of Gainesville, FL
352.393.7979
gableeee@cityofgainesville.org

From: Schwartz, David C.
Sent: Tuesday, November 29, 2016 10:28 AM
To: Gable, Edward E
Subject: City of Gainesville Facilities Condition Assessment and Capital Forecasting

Good by me. Thank you.

From: Gable, Edward E
Sent: Tuesday, November 29, 2016 10:07 AM
To: Schwartz, David C.
Subject: FW: City of Gainesville Facilities Condition Assessment and Capital Forecasting

Are we good to go?

Edward Gable
Architect | Facility Manager
City of Gainesville, FL
352.393.7979
gableeee@cityofgainesville.org

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http://www.leg.state.fl.us/Statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=0100-0199/0119/Sections/0119.0701.html

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Subject: RE: City of Gainesville Facilities Condition Assessment and Capital Forecasting

Hi Ed,

After a legal review, DSI can make changes as shown in the attached draft. If this version is acceptable, please let me know and I can finalize the documents for signatures ASAP. If you have questions or want to discuss any of the information, please let me know. I'm available by phone at 919-674-8602.

Best regards,

Melissa Buchanan | Contracts Administrator | [Dude Solutions](http://DudeSolutions.com) | main (877) 868-3833 | direct (919) 674-8602 | mobile (919) 357-1763

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From: Gable, Edward E [<mailto:GableEE@cityofgainesville.org>]
Sent: Tuesday, November 08, 2016 2:22 PM
To: Melissa Buchanan <melissa.buchanan@dudesolutions.com>; Jon Mills <jon.mills@dudesolutions.com>
Cc: Schwartz, David C. <SchwartzDC@cityofgainesville.org>; Gillen, Kilian C. <gillenk@cityofgainesville.org>; Ford, Roschella M. <fordrm@cityofgainesville.org>; Murry, Fredrick J. <murryfj@cityofgainesville.org>; Matt Knox <matt.knox@dudesolutions.com>
Subject: RE: City of Gainesville Facilities Condition Assessment and Capital Forecasting

Thank you. /eg

Edward Gable
Architect | Facility Manager
City of Gainesville, FL

352.393.7979
gableee@cityofgainesville.org

From: Melissa Buchanan [<mailto:melissa.buchanan@dudesolutions.com>]
Sent: Tuesday, November 08, 2016 2:17 PM
To: Jon Mills; Gable, Edward E
Cc: Schwartz, David C.; Gillen, Kilian C.; Ford, Roschella M.; Murry, Fredrick J.; Matt Knox
Subject: RE: City of Gainesville Facilities Condition Assessment and Capital Forecasting

Hi Ed,

I received information back from our legal team. I will be reviewing it to put something together for you tomorrow.

Best regards,

Melissa Buchanan | Contracts Administrator | [Dude Solutions](#) | main (877) 868-3833 | direct (919) 674-8602 | mobile (919) 357-1763

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From: Jon Mills
Sent: Tuesday, November 08, 2016 1:43 PM
To: Gable, Edward E <GableEE@cityofgainesville.org>
Cc: Schwartz, David C. <SchwartzDC@cityofgainesville.org>; Gillen, Kilian C. <gillenkc@cityofgainesville.org>; Ford, Roschella M. <fordrm@cityofgainesville.org>; Murry, Fredrick J. <murryfj@cityofgainesville.org>; Matt Knox <matt.knox@dudesolutions.com>; Melissa Buchanan <melissa.buchanan@dudesolutions.com>
Subject: RE: City of Gainesville Facilities Condition Assessment and Capital Forecasting

Hey Ed: I spoke with our team and they are expecting a response later today. If that changes I'll let you know.

Thanks,

Jon

Jon Mills | [DudeSolutions.com](#) | [LinkedIn](#) | p (919) 674-8711 | c (919) 500-9181

From: Gable, Edward E [<mailto:GableEE@cityofgainesville.org>]
Sent: Tuesday, November 08, 2016 8:30 AM
To: Melissa Buchanan <melissa.buchanan@dudesolutions.com>; Jon Mills <jon.mills@dudesolutions.com>
Cc: Schwartz, David C. <SchwartzDC@cityofgainesville.org>; Gillen, Kilian C. <gillenkc@cityofgainesville.org>; Ford, Roschella M. <fordrm@cityofgainesville.org>; Murry, Fredrick J. <murryfj@cityofgainesville.org>; Matt Knox <matt.knox@dudesolutions.com>
Subject: RE: City of Gainesville Facilities Condition Assessment and Capital Forecasting

Melissa: What is the status of the legal revisions to the Proposal/Attachment B? Regards, ED

Edward Gable

Architect | Facility Manager
City of Gainesville, FL
352.393.7979
gableee@cityofgainesville.org

From: Melissa Buchanan [<mailto:melissa.buchanan@dudesolutions.com>]
Sent: Monday, October 24, 2016 10:59 AM
To: Gable, Edward E; Jon Mills
Cc: Schwartz, David C.; Gillen, Kilian C.; Ford, Roschella M.; Murry, Fredrick J.; Matt Knox
Subject: RE: City of Gainesville Facilities Condition Assessment and Capital Forecasting

Hi Ed,

I'll check on that today.

Best regards,

Melissa Buchanan | Contracts Administrator | [Dude Solutions](#) | main (877) 868-3833 | direct (919) 674-8602 | mobile (919) 357-1763

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From: Gable, Edward E [<mailto:GableEE@cityofgainesville.org>]
Sent: Monday, October 24, 2016 10:58 AM
To: Jon Mills <jon.mills@dudesolutions.com>
Cc: Schwartz, David C. <SchwartzDC@cityofgainesville.org>; Gillen, Kilian C. <gillenkc@cityofgainesville.org>; Ford, Roschella M. <fordrm@cityofgainesville.org>; Murry, Fredrick J. <murryfj@cityofgainesville.org>; Melissa Buchanan <melissa.buchanan@dudesolutions.com>; Matt Knox <matt.knox@dudesolutions.com>
Subject: RE: City of Gainesville Facilities Condition Assessment and Capital Forecasting

Happy Monday Jon!

Any update on the legal revisions to the Proposal/Attachment B?

Regards, ED

Edward Gable
Architect | Facility Manager
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352.393.7979
gableee@cityofgainesville.org

From: Jon Mills [<mailto:jon.mills@dudesolutions.com>]
Sent: Monday, October 03, 2016 10:43 AM
To: Gable, Edward E
Cc: Schwartz, David C.; Gillen, Kilian C.; Ford, Roschella M.; Murry, Fredrick J.; Melissa Buchanan; Matt Knox
Subject: RE: City of Gainesville Facilities Condition Assessment and Capital Forecasting

Thank you, Ed. I've forwarded the revisions along to Melissa Buchanan and she will help us navigate these.

We are also looking forward to executing on the project! We will set up a call once we've sorted through the legal details.

Have a great week,

Jon Mills | Manager – Government | DudeSolutions.com | ICMA Partner | [LinkedIn](#) | p (919) 674-8711 | c (919) 500-9181

From: Gable, Edward E [<mailto:GableEE@cityofgainesville.org>]

Sent: Monday, October 03, 2016 9:47 AM

To: Jon Mills <jon.mills@dudesolutions.com>

Cc: Schwartz, David C. <SchwartzDC@cityofgainesville.org>; Gillen, Kilian C. <gillenk@cityofgainesville.org>; Ford, Roschella M. <fordrm@cityofgainesville.org>; Murry, Fredrick J. <murryfj@cityofgainesville.org>

Subject: City of Gainesville Facilities Condition Assessment and Capital Forecasting

Jon:


Attached please find the document that outlines revisions to the proposed Agreement that are being required by our City Attorney. There are four (4) items regarding your "Proposal – Scope of Work" and seven (7) items regarding the Subscription Agreement that has been retitled as "Attachment B – Terms of Use".

These revisions are relatively minor and are necessary to bring the proposal into alignment with Florida law and City of Gainesville policies. Please review and let me know if you have any questions.

I recognize that this process has been somewhat drawn out. However, the balance of the documents, including the scope, fees, and our Purchase Order have been approved by the City Manager. We are excited to get this unique new project underway as soon as possible, as I know you are. Let's communicate soon regarding schedules.

Best Regards, ED

Edward Gable
Architect | Facility Manager
City of Gainesville, FL
352.393.7979
gableee@cityofgainesville.org

 **We are 'Greening the Gator Nation'.**
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