8

**SUBJECT:** PIGGYBACK SOURCEWELL CONTRACT #050421 WITH THE GORDIAN GROUP FOR JOB ORDER CONTRACTING FOR VARIOUS CITY-OWNED FACILITIES

**BID #:** PSC-0378-24 **OPEN DATE:** N/A

**GENERAL GOVERNMENT AWARDS COMMITTEE**

**KIND AND BASIS OF CONTRACT:** PIGGYBACK CONTRACT – DATE OF EXECUTED CONTRACT THROUGH JUNE 7, 2025 WITH ONE (1) ONE (1) YEAR RENEWAL OPTION

**AGENCY:** PUBLIC BUILDINGS DIVISION

**BASIS OF AWARD:** PIGGYBACK CONTRACT

**NUMBER OF BIDS INVITED:** N/A **NUMBER RECEIVED:** N/A **OTHER:** N/A

**SUMMARY OF BIDS AND RECOMMENDED ACTIONS:**
Request approval to piggyback off Sourcewell Contract #050421 with The Gordian Group for Job Order Contracting for Various City-Owned Facilities. Period of service will be from the date of executed contract through June 7, 2025 with one (1) one (1) year renewal option. Total not-to-exceed award amount will be $500,000.00.

Funding for this award will be encumbered from various agency accounts, executed by formal contract agreement through the Office of General Counsel, and processed via Purchase Order(s).

**ATTACHMENTS:** Recommendation Memo, Supplier's Letter, Risk Management Approval, RFP #050421, Supplier's RFP Response, Sourcewell Contract #050421

**ANALYST:** _____
DAVID KLAGES

**RESPECTFULLY SUBMITTED:** _____
DUSTIN FREEMAN, CHIEF
PROCUREMENT DIVISION

**CONCURRENCE BY:** ROY BIRBAL, CHIEF, PUBLIC BUILDINGS DIVISION

---

**(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)**
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

---

**ACTION OF AWARDING AUTHORITY** DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

DocuSign Envelope ID: 69760687-EAD7-470C-9B64-7895C01E26D3

A NEW DAY.

# City of Jacksonville, Florida

*Donna Deegan, Mayor*

Department of Public Works

Public Buildings Division
555 W. 44th Street
Jacksonville, FL 32208
(904) 630-CITY
Jacksonville.gov

**MEMORANDUM**

**TO:** **Dustin Freeman, Chief**
**Procurement Division**

**THRU:** **Nina Sickler, P.E., Director**
**Department of Public Works**

DocuSigned by: Nina Sickler 1EFA223D5D23487...

**FROM:** **Roy Birbal, Chief**
**Public Buildings Division**

DocuSigned by: Roy Birbal FBA0E6E082164F6...

**SUBJECT:** **Request to Piggyback Sourcewell Contract #050421**
**The Gordian Group Inc.**
**Job Order Contracting for Various City Owned Facilities**

**DATE:** **February 24, 2024**

---

The Department of Public Works, Public Buildings Division requests to PiggyBack Sourcewell contract #050421 with The Gordian Group on an as-needed basis for Job Order Contracting. Period of service will be from the date of executed contract through June 7, 2025 with one (1) one (1) year renewal. The total not to exceed will be $500,000.00 and funding will be encumbered by individual releases dependent upon funding, the appropriate account and fiscal year.

Your assistance in concurring with this recommendation would be appreciated. If you have any questions or concerns regarding this matter, please contact Kelly Hooten at 904-255-4340.

**Attachments: Gordian Group Sourcewell Agreement**
**Gordian Group Draft Professional Services Agreement**
**Approved Certificate of Insurance**

GORDIAN®

**February 15, 2024**

**City of Jacksonville**
**Attn: Finance and Administration / Procurement**
**214 N. Hogan Street, Suite 800, 8th Floor**
**Jacksonville, Florida 32202**

Re: Authorization for City of Jacksonville to Piggyback Sourcewell Contract

Dear Sir or Ma'am,

We are pleased to confirm that the City of Jacksonville, as a member of Sourcewell, is entitled to make purchases under the Sourcewell Cooperative Purchasing Contract (Contract No. 050421-GGI) dated June 7, 2021 (the "Sourcewell Contract"). In line with this, Gordian is fully prepared to offer its professional services to assist the City of Jacksonville in establishing a Job Order Contracting program under the pre-agreed pricing and terms in the Sourcewell Contract via piggyback of that contract.

We look forward to working with the City of Jacksonville on this initiative and are ready to proceed at your earliest convenience.

Best regards,

Robert T. Green
Director, Legal Affairs

**APPROVED**
**By Kevin at 9:52 am, Feb 14, 2024**

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/14/2024

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

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

PRODUCER
MARSH USA, LLC
1301 5th Avenue
Seattle, WA 98101
Attn: Fortive.certrequest@marsh.com

CN117677530-FORT1-GAWUE-23-

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : ACE American Insurance Company | 22667 |
| INSURER B : National Union Fire Ins. Co. of Pittsburgh, PA | 19445 |
| INSURER C : N/A | N/A |
| INSURER D : Indian Harbor Insurance Company | 36940 |
| INSURER E : Indemnity Insurance Company of North America | 43575 |
| INSURER F : N/A | N/A |

INSURED
The Gordian Group, Inc.
30 Patewood Drive, Bldg 2, Suite 350
Greenville, SC 29615

**COVERAGES** **CERTIFICATE NUMBER:** SEA-003995566-01 **REVISION NUMBER:** 3

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>X Contractual Liability<br>X Broad Form PD<br>GEN'L AGGREGATE LIMIT APPLIES PER<br>X POLICY [ ] PRO-JECT [ ] LOC<br>OTHER: | | | HDOG27631812 | 07/01/2023 | 07/01/2024 | EACH OCCURRENCE | $ 3,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 3,000,000 |
| | | | | | | | MED EXP (Any one person) | $ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 3,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 6,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 6,000,000 |
| | | | | | | | | $ |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY | | | ISAH08871279 | 07/01/2023 | 07/01/2024 | COMBINED SINGLE LIMIT (Ea accident) | $ 5,000,000 |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| B | X UMBRELLA LIAB [X] OCCUR<br>EXCESS LIAB [X] CLAIMS-MADE<br>DED RETENTION $ | | | 38178782<br>(Claims-Made) Retro Date: 7/31/2019 | 07/01/2023 | 07/01/2024 | EACH OCCURRENCE | $ 5,000,000 |
| | | | | | | | AGGREGATE | $ 5,000,000 |
| | | | | | | | PROD LIAB - CLM MADE | $ |
| E | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | WLRC68932361 (AOS) | 07/01/2023 | 07/01/2024 | X PER STATUTE [ ] OTH-ER | |
| A | ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [N] (Mandatory in NH) | N / A | | SCFC68932385 (WI) | 07/01/2023 | 07/01/2024 | E.L. EACH ACCIDENT | $ 2,000,000 |
| A | If yes, describe under DESCRIPTION OF OPERATIONS below | | | WLRC68932373 (AZ, CA, MA) | 07/01/2023 | 07/01/2024 | E.L. DISEASE - EA EMPLOYEE | $ 2,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 2,000,000 |
| D | Cyber-Tech E&O | | | MTP9035772 06<br>Self-Insured Retention: $2,500,000 | 07/01/2023 | 07/01/2024 | Limit: | 10,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Jacksonville is additional insured for general liability but only as required by written contract with respect to the operations of the named insured. additional insured (except for workers compensation) only as required by written contract with respect to the operations of the named insured. General liability coverage evidenced herein is considered primary and non-contributory where required by written contract.

**CERTIFICATE HOLDER**

City of Jacksonville
Attn: Roy Birbal, CFM
555 W 44th Street
Jacksonville FL 32208

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

© 1988-2016 ACORD CORPORATION. All rights reserved.



The ACORD name and logo are registered marks of ACORD

**RFP #050421**
**REQUEST FOR PROPOSALS**
**for**
**JOC or IQCC Program Management Consulting Services**

**Proposal Due Date: May 4, 2021, 4:30 p.m., Central Time**

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for JOC or IQCC Program Management Consulting Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than May 4, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

**Solicitation Schedule**

| | |
|---|---|
| Public Notice of RFP Published: | March 16, 2021 |
| Pre-proposal Conference: | April 8, 2021, 10:00 a.m., Central Time |
| Question Submission Deadline: | April 27, 2021, 4:30 p.m., Central Time |
| **Proposal Due Date:** | **May 4, 2021**, 4:30 p.m., Central Time<br>Late responses will not be considered. |
| Opening: | May 4, 2021, 6:30 p.m., Central Time ** |

** SEE RFP SUB-SECTION V. G. "OPENING"

# I. ABOUT SOURCEWELL PARTICIPATING ENTITIES

## A. SOURCEWELL

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements, and results in cooperative contracting solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative contracting provides participating entities and vendors increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted vendors' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

## B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly-funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Calgary, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
- Members of the Rural Municipalities of Alberta (RMA) and their represented Associations, Saskatchewan Association of Rural Municipalities (SARM), Saskatchewan Urban Municipalities Association (SUMA), Association of Manitoba Municipalities (AMM), Local Authority Services (LAS), Municipalities Newfoundland and Labrador (MNL), Nova Scotia Federation of Municipalities (NSFM), and Federation of Prince Edward Island Municipalities (FPEIM).

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country's listing): https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator.

Access to contracted equipment, products, or services by Participating Entities is typically through a purchase order issued directly to the applicable vendor. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, public notice of this RFP has been broadly published, including notification in the United States to each state-level procurement department for possible re-posting.

Proof of publication will be available at the conclusion of the solicitation process.

## II. EQUIPMENT, PRODUCTS, AND SERVICES

### A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

### B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that Proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for JOC or IQCC Program Management Consulting Services, including services for the development, design, implementation, management, oversight, and direction of job order contracting (JOC) or indefinite quantity indefinite delivery construction contracting (IQCC) programs for Sourcewell Participating Entities, such as:

a. Consulting with Participating Entities in the development and design of a JOC or IQCC program that aligns with the goals and objectives of the Participating Entity;
b. Identification and selection of the program platform or resource materials necessary to implement the Participating Entity's JOC or IQCC program, such as technical specifications, general terms and conditions, pricing index or reference materials, bidding methodology, process or procedure manuals, and contract forms;
c. Support for Participating Entity performance of procurement-related processes and tasks (contractor outreach and development, solicitation drafting, pre-bid conference, bid evaluation, contract award, etc.);
d. Technology, software, application, or platform solutions related to the offering of the solutions described in Sections 1. a. – c. above, including resources for cost proposal development, project documentation and tracking, and reporting tools; and,
e. Services related to the offering of the solutions described in Sections 1. a. – d. above, including training, program administration, technical and contractor support, hosting, and customization.

2. The primary focus of this solicitation is on JOC or IQCC Program Management Consulting Services for Sourcewell Participating Entities, and the related delivery of services. This solicitation should NOT be construed to include services for the management of the Sourcewell IQCC program.

3. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:

a. Public Sector and Education Administration Software Solutions with Related Services (RFP #090320); and,
b. Facility Assessment and Planning with Related Services (RFP #020421).

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment or products only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers vendors that provide a sole source of responsibility for the products and services provided under a resulting contract. If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Participating Entities and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell desires the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

## C. REQUIREMENTS

It is expected that Proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, Proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the Proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

## D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four (4) years. Up to two one-year extensions may be offered based on the best interests of Sourcewell and its Participating Entities.

## E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD $75 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

## F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The Proposer's Marketing Plan should demonstrate Proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as Proposer's sales and service capabilities. It is expected that Proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to Proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the Proposal. Sourcewell reserves the right to verify Proposer's information and may request clarification from a Proposer, including samples of the proposed equipment or products.
3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
4. A Proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

## III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
   a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the Vendor's published "List Price," as well as the "Contract Price."
   b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.
2. The Proposer's ceiling price (Ceiling price means that the proposed pricing will be considered as the highest price for which equipment, products, or services may be billed to a Participating Entity). However, it is permissible for vendors to sell at a price that is lower than the contracted price;
3. Stated in U.S. and Canadian dollars (as applicable); and
4. Clearly understood, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the Proposer. Additionally, Proposers should clearly describe any unique distribution and/or delivery methods or options offered in the Proposal.

### B. ADMINISTRATIVE FEES

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

## IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the Proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the Proposal being disqualified from further review and evaluation.

To request a modification to the Contract terms, conditions, or specifications, a Proposer must complete and submit the Exceptions to Terms, Conditions, or Specifications table, with all requested modifications, through the Sourcewell Procurement Portal at the time of submitting the Proposer's Proposal. Exceptions must:

1. Clearly identify the affected article and section, and
2. Clearly note what language is requested to be modified.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded vendor for signature.

If a Proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

## V. RFP PROCESS

### A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted on page one of this RFP and on the Sourcewell Procurement Portal. The

purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

## B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

Questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a Proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the Proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

## C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential Proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the Proposer by checking the box for each addendum. It is the responsibility of the Proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a Proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the Proposer's proposal status to INCOMPLETE. The Proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The Proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its Proposal (and up to the Proposal due date). If the Proposer's Proposal status has changed to INCOMPLETE, the Proposer is solely responsible to:

i) make any required adjustments to its proposal;
ii) acknowledge the addenda; and
iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

## D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the Proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a Proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to twenty-four (24) hours to respond to certain issues.

Upon successful submission of a proposal, the Portal will automatically generate a confirmation email to the Proposer. If the Proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Proposer has obtained this solicitation document from a third party, the onus is on the Proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the Proposer attesting that the information contained in in the proposal is true and accurate. By submitting a proposal, Proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Proposer to remedies available by law.

## E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the Proposer.

## F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a Proposer may withdraw its proposal.

## G. OPENING

The Opening of Proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all Proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of Proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

# VI. EVALUATION AND AWARD

## A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible Proposer(s) offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of Proposers that Sourcewell determines is necessary to meet the needs of Participating Entities. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
  - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Participating Entities' use.
  - A Proposer's sales and service network to assure availability of product supply and coverage to meet Participating Entities' anticipated needs.
- Total evaluation scores.
- The attributes of Proposers, and their equipment, products, or services, to assist Participating Entities achieve environmental and social requirements, preferences, and goals. Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell's knowledge about a specific vendor or product.

## B. AWARD(S)

Award(s) will be made to the Proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (available in the Sourcewell Procurement Portal):

| | |
|---|---|
| Conformance to RFP Requirements | 50 |
| Financial Viability and Marketplace Success | 75 |
| Ability to Sell and Deliver Service | 100 |
| Marketing Plan | 50 |
| Value Added Attributes | 75 |
| Warranty | 50 |
| Depth and Breadth of Offered Equipment, Products, or Services | 200 |
| Pricing | 400 |
| **TOTAL POINTS** | **1000** |

C. PROTESTS OF AWARDS

Any protest made under this RFP by a Proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. The protest must be received no later than 10 calendar days' following Sourcewell's notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- The original signature of the protester or its representative;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the issues to be resolved;
- Identification of the legal or factual basis;
- Any additional supporting documentation; and
- Protest bond in the amount of $20,000, except where prohibited by law or treaty.

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the Proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;

- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a Proposal;
- Disqualify any Proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any Proposer; and negotiate with more than one Proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more Proposers if it is in the best interest of Participating Entities.

## E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the Proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law.

Sourcewell will not consider the prices submitted by the Proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a Proposer is not considered trade secret under the statutory definition.

The Proposer understands that Sourcewell will reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell

4/23/2021

Addendum No. 1
Solicitation Number: RFP 050421
Solicitation Name: JOC or IQCC Program Management Consulting Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

---

**Question 1:**

Is it possible to upload multiple Additional Documents for each Table Section of the submission?

**Answer 1:**

Refer to the instructions for Step 2 – Documents, within the submission process of the Sourcewell Procurement Portal, "If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file."

---

End of Addendum

Acknowledgement of this Addendum to RFP 050421 posted to the Sourcewell Procurement Portal on 4/23/2021, is required at the time of proposal submittal.

Sourcewell

4/28/2021

Addendum No. 2
Solicitation Number: RFP 050421
Solicitation Name: JOC or IQCC Program Management Consulting Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

---

**Question 1:**

Will successful proposers be required to register to do business in Minnesota, or are licenses/registrations to do business specific to the locations of participating entities with whom the awarded vendor(s) will work?

**Answer 1:**

It is left to the discretion of each proposer to determine the licensures and supporting documentation necessary to best demonstrate their ability to serve Sourcewell and Sourcewell participating entities and to satisfy all requirements included in the RFP, contract template, and the Sourcewell Procurement Portal questionnaire tables.

---

End of Addendum

Acknowledgement of this Addendum to RFP 050421 posted to the Sourcewell Procurement Portal on 4/28/2021, is required at the time of proposal submittal.

# RFP 050421 - JOC or IQCC Program Management Consulting Services

---

## Vendor Details

| | |
|---|---|
| Company Name: | Gordian |
| Address: | 30 Patewood Drive, Suite 350<br>Greenville, SC 29615 |
| Contact: | Matthew Peterson |
| Email: | m.peterson@gordian.com |
| Phone: | 218-851-9913 |
| Fax: | 800-874-2291 |
| HST#: | |

## Submission Details

| | |
|---|---|
| Created On: | Monday March 29, 2021 06:51:25 |
| Submitted On: | Tuesday May 04, 2021 13:46:09 |
| Submitted By: | Deborah Bates |
| Email: | d.bates@gordian.com |
| Transaction #: | 74727ce2-4aba-454d-aad0-1c0628ba9924 |
| Submitter's IP Address: | 174.227.18.63 |

---

## Specifications

### Table 1: Proposer Identity & Authorized Representatives

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

| Line Item | Question | Response * |
|---|---|---|
| 1 | Proposer Legal Name (and applicable d/b/a, if any): | The Gordian Group, Inc. |
| 2 | Proposer Address: | 30 Patewood Drive<br>Bldg. 2, Suite 350<br>Greenville, SC 29615 |
| 3 | Proposer website address: | www.gordian.com |
| 4 | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract): | Ammon T. Lesher<br>Vice President and General Counsel<br>30 Patewood Drive, Bldg. 2, Suite 350<br>Greenville SC 29615<br>A.Lesher@gordian.com<br>800-874-2291 Toll Free<br>864-752-4545 Direct |
| 5 | Proposer's primary contact for this proposal (name, title, address, email address & phone): | Ammon T. Lesher<br>Vice President and General Counsel<br>30 Patewood Drive, Bldg. 2, Suite 350<br>Greenville SC 29615<br>A.Lesher@gordian.com<br>800-874-2291 Toll Free<br>864-752-4545 Direct |
| 6 | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone): | Matthew Peterson<br>Account Manager, National Accounts<br>30 Patewood Drive, Bldg. 2, Suite 350<br>Greenville, SC 29615<br>M.Peterson@gordian.com<br>800-874-2291 Toll Free<br>218-851-9913 Mobile |

### Table 2: Company Information and Financial Strength

| Line Item | Question | Response * |
|---|---|---|

| | | | |
|---|---|---|---|
| 7 | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services. | The Gordian Group, Inc. ("Gordian") is the most qualified and experienced firm in existence for implementing and supporting a customized Job Order Contracting (JOC) for Sourcewell Members ("Sourcewell"). Since our Incorporation in 1990, Gordian has been providing JOC solutions to help public and private facility and infrastructure owners, like Sourcewell Members, control and fast track their construction repairs and alterations. Since Harry Mellon created JOC and co-founded Gordian, our primary focus has been the advancement and improvement of efficient and effective processes across the entire construction lifecycle. During that time, we have developed a wealth of data, technology, process and human resources that are unmatched in the industry. Gordian has continued to innovate and refine our JOC products and services and the underlying components that form them to meet the varying needs of our clients. All of our JOC solutions are designed to minimize the amount of effort required by the owner while maximizing the benefits. During these 30+ years, we have successfully implemented and supported JOC programs for over 250 clients around the country.<br>Gordian's JOC solutions are a turnkey procurement approach, which tailor components to form a unique, comprehensive and high-performing JOC program for each of our clients. Job Order Contracting procurement was pioneered and tested by our founder, Ret. Lt. Colonel Harry H. Mellon, for the U.S. military more than 40 years ago. It is an increasingly popular construction procurement method among facility and infrastructure owners to quickly and easily accomplish repair, alteration and construction projects. For the first 24 years, Gordian's only business was the development, implementation and support of Job Order Contracting programs using industry leading software, data and expert services. In 2014 Gordian acquired additional construction cost data assets and expertise through the purchase of R.S. Means Company, LLC. This acquisition expanded Gordian's ability to create, collect, maintain and analyzed the leading construction cost database in North America; and added construction cost estimating software to Gordian's product offerings. In 2015 Gordian further expanded is product offerings through the acquisition of Sightlines, LLC, which introduced Assessment & Planning, ROPA, Space Utilization and Sustainability. Gordian maintains a culture of continuous improvement where each of these product lines are evaluated and maintained to ensure we are delivering the highest quality solutions to our customers.<br>Since 2015, Gordian JOC systems have enabled the procurement of more than $10 billion dollars in renovation, repair, maintenance and new construction work, with more than $4 billion dollars procured in the past two years alone. Our JOC solutions combine and integrate a complete set of our proprietary JOC components, uniquely customized for each individual owner to drive maximum performance. These solutions are the result of our experience, innovation, and a willingness to invest in state-of-the-art products and follow best practices. Please also see our document titled Company Information and Financial Strength in the documents section of our proposal response. | * |
| 8 | What are your company's expectations in the event of an award? | Gordian's seeks to establish a contract award for the development, implementation and support of a JOC program that customers can access to procure our services more efficiently and cost-effectively. If potential customers have questions about Sourcewell, we anticipate a Sourcewell representative will be available to answer any such questions. | * |
| 9 | Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. | Gordian is a wholly-owned subsidiary of Fortive Corporation, a publicly-held corporation with annual revenues of more than $4.3 billion dollars and a market capitalization of approximately $24 billion dollars. Accordingly, any disclosure of financial information is issued by Fortive in accordance with SEC rules and regulations. More information on Fortive's financial disclosures can be found at https://investors.fortive.com/overview/default.aspx. | * |
| 10 | What is your US market share for the solutions that you are proposing? | Job Order Contracting is an alternative form of construction procurement focused on the control and fast track of construction repairs and alterations. Gordian is not aware of its market share for its services relative to the overall construction procurement solutions market in the United States. | * |
| 11 | What is your Canadian market share for the solutions that you are proposing? | Job Order Contracting is an alternative form of construction procurement focused on the control and fast track of construction repairs and alterations. Gordian is not aware of its market share for its services relative to the overall construction procurement solutions market in Canada. | * |
| 12 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail. | No. | * |

| | | |
|---|---|---|
| 13 | How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.<br>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?<br>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party? | Gordian is best described as a manufacturer and direct service provider. Our Job Order Contract products and services are provided utilizing only in-house resources. Gordian is the leading firm in the nation that provides JOC solutions with single point responsibility for all of the products and services necessary for a turnkey JOC program. Our comprehensive JOC solutions are provided with in-house staff and include the proprietary data, technology, processes and staff resources necessary for our clients to achieve successful JOC programs. We do not "private label" the products from other companies, nor do we rely on third parties or independent vendors or subcontractors. Gordian employs a nationwide network of sales executives, account managers and full-time employees dedicated to marketing, developing, managing and supporting Gordian's products and services. |
| 14 | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP. | Not applicable. |
| 15 | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years. | Neither Gordian nor any principle, officer or authorized representative of Goridan has been suspended or debarred at any time in its history. |

## Table 3: Industry Recognition & Marketplace Success

| Line Item | Question | Response * | |
|---|---|---|---|
| 16 | Describe any relevant industry awards or recognition that your company has received in the past five years | A growing list of national organizations have recognized the results of Gordian's programs for clients including public procurement (NIGP), Housing (NAHRO), and American Public Works Association (APWA). Gordian received Sourcewell's 2017 Legacy Award for exemplifying commitment, innovation and persistence in creating uncharted business concepts. Since 2007, Gordian has partnered with Sourcewell to deliver a unique and streamlined bidding and contracting process for construction called ezIQC®. An organization we hold in highest regard, and one of our largest clients, the United States Postal Service, has also honored our work. The USPS recognized Gordian with its 2016, 2019 and 2020 Supplier Performance Award for superior supply chain management efforts through Job Order Contracting, allowing the Postal Service to more effectively provide exceptional mail service to the American public.<br>Gordian's JOC experts are frequently called upon to speak and offer workshops at industry trade conferences both nationally and regionally. In the last year we have made presentations to gatherings of NIGP, APPA, NAHRO and NASFA, among others. Our expertise draws national media recognition almost monthly, as well. In the last year, several national journals have educated their readers on JOC principles, practices and trends with "unpaid" feature articles written by Gordian experts, which have been published in American School & University, School Construction News, CEFPI Educational Facility Planner, Today's Facility Manager, Construction Executive and others. | * |
| 17 | What percentage of your sales are to the governmental sector in the past three years | Gordian's average government sector sales for the last three years exceeds 80% of total sales annually. | * |
| 18 | What percentage of your sales are to the education sector in the past three years | Gordian's percentage of sales to the education sector is approximately 30%. This percentage is included in the 80% of sales to the government sector since the many are K-12, public universities, community colleges, and other public education facilities. | * |
| 19 | List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years? | Sales volumes shown are years 2018, 2019 and 2020, respectively:<br>Sourcewell - $11,912,827 / $11,789,447 / $13,250,158<br>Cooperative Educational Services - $735,435 / $1,353,738 / $1,673,337<br>Buyboard - $960,062 / $854,744 / $836,783<br>Capital Region Council of Governments - $570,308 / $572,165 / $987,183<br>Keystone Purchasing Network - $1,069,773 / $1,810,026 / $1,737,016<br>Educational Services Commission of New Jersey - $1,494,775 / $2,568,573 / $1,737,016<br>Arizona Department of Administration - $1,700,867 / $2,565,213 / $2,133,822<br>Indiana Department of Administration - $234,938 / $413,997 / $1,552,687<br>Utah Division of Purchasing - $581,805 / $666,315 / $562,257<br>PACE Purchasing Cooperative - $35,146 / $220,443 / $79,312<br>Goodbuy Purchasing Cooperative - $-0- all 3 years<br>Equalis - $ -0- all 3 years<br>OMNIA - $ -0- all 3 years | * |
| 20 | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years? | GSA Contract No. GS35F0081Y - 2018 ($408,040), 2019 ($414,691), 2020 ($511,956) | * |

## Table 4: References/Testimonials

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

| Entity Name * | Contact Name * | Phone Number * | |
|---|---|---|---|
| Capitol Region Council of Governments | Kim Bona, Program Manager | 860-522-2217 | * |
| New York City Department of Education | John Shea, Chief Executive Officer | 718-349-5410 | * |
| Indiana Department of Administration | Carl Brown, Deputy Director | 317-232-3015 | * |

## Table 5: Top Five Government or Education Customers

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

| Entity Name | Entity Type * | State / Province * | Scope of Work * | Size of Transactions * | Dollar Volume Past Three Years * | |
|---|---|---|---|---|---|---|
| Pennsylvania Department of General Services | Government | Pennsylvania - PA | Implementation and Support of a Job Order Contracting Program, including Job Order Development and Construction Management Services | Varies | $104,827,821 | * |
| New York City Department of Education | Education | New York - NY | Implementation and Support of a Job Order Contracting Program, including Job Order Development and Construction Management Services | Varies | $1,105,304,045 | * |
| State of Hawaii Department of Education | Education | Hawaii - HI | Implementation and Support of a Job Order Contracting Program, including Job Order Development and Construction Management Services | Varies | $ 990,328,732 | * |
| Chicago Housing Authority | Government | Illinois - IL | Implementation and Support of a Job Order Contracting, and Section 3 Program | Varies | $175,278,596 | * |
| Orange County | Government | California - CA | Implementation and Support of a Job Order Contracting | Varies | $137,083,327 | * |

## Table 6: Ability to Sell and Deliver Service

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

| Line Item | Question | Response * | |
|---|---|---|---|
| 23 | Sales force. | Within its total staff count of more than 600 employees, Gordian has more than 80 employees throughout its sales force in the United States and Canada. Our Sales force is discussed in the additional document titled Capabilities with Sales and Service attached and referenced in question #25 below. | * |
| 24 | Dealer network or other distribution methods. | Gordian does not utilize dealers or distributors and sells directly to customers and end users. | * |

| | | |
|---|---|---|
| 25 | Service force. | Providing Job Order Contracting products and services is Gordian's primary business. Within a total staff count of more than 600, Gordian employs more than 80 Sales professionals, 300 JOC professionals, 40 engineers, and dozens of data scientists, cost researchers, software developers, product managers and others dedicated solely to our JOC products and services. Our teams that have extensive experience in all areas of consulting, planning, construction, information management systems, database administration, construction cost data, estimating, training, project management, operations and maintenance. The vast knowledge and experience of our employees helps us to fully understand the complexities that our clients face each and every day. We deliver our products with state-of-the-art computers, cloud servers, third-party Internet providers and redundant back-up systems. Support for our JOC System is provided from our well-established corporate facilities located in Greenville, South Carolina. Account Managers work with Sales and Marketing team members to provide the client and community support.<br>Gordian is an extremely flat organization that provides several advantages, including decentralized decision making, maximum flexibility, rapid responsiveness to our clients, and a unique and attractive corporate culture for employees. Gordian's more than 600 employees have extensive experience in all areas of consulting, planning, engineering, construction, automated management systems, training, operations and maintenance. The vast knowledge and experience of our employees help us to understand fully the problems and complexities that our clients face each and every day. We operate under a team concept that allows for the liberal transfer of personnel, ideas and information, providing our clients with a truly integrated project delivery approach. As a result, we have assembled a team of professionals who have extraordinary JOC qualifications and experience.<br>Gordian's procurement Solutions Sales team provides nationwide coverage, and is solely focused on selling the JOC products and services contemplated in this RFP. Our sales directors and field sales representatives are dispersed throughout the country and are responsible for territories where they are familiar with the local market economies, politics, construction environments, etc... This approach has proven successful as evidenced by the substantial growth of our partnership with Sourcewell since 2010.<br>Gordian's Vice President and General Manager for SLED leads the Operations and Sales division for Gordian's nationwide SLED procurement initiatives. Consisting of twelve Regions led by three Vice Presidents, the team has 25 sales associates and more than 215 account managers operating nationwide. In addition our General Manager of Higher Education and General Manger of Healthcare lead national sales teams marketing and selling our JOC solutions into each vertical. Louis Patin leads our National Cooperative Programs and will be the management contact for Sourcewell and our internal teams working in collaboration with Sourcewell's marketing efforts.<br>Each of these teams are directly supported by substantial resources focused in areas such as product, data, customer support, customer success, marketing, training and engineering. Gordian's back office operations include Finance, Accounting, Human Resources and Legal operations. Please see our additional document titled "Company Capabilities with Sales and Service Force." |
| 26 | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises. | Gordian's Customer Support and Success team members are dedicated resources for our customers when called upon for assistance. The Planning customer-specific account team is also prepared to assist with any requests or issues.<br><br>Core responsibilities for these team members are focused on pre & post sale activities. Focus areas include:<br>• On-Boarding New Customers<br>• Training / Demos<br>• Product Support<br>• User Access<br>• User Navigation<br>• Defect Escalation & Tracking<br>• Updating Payment Information<br>• New Requirement / Modifications Requests for Products<br>• New Release Inquiries<br><br>The Customer Support and Success team can be contacted via phone at 800-874-2291 or via email at gordiansupport@gordian.com. Hours of operation are Monday – Friday 8am EST to 10PM EST, excluding holidays. The Planning account team is available for specific project-related requests; their contact information will be available upon team assignment.<br><br>Service Level Agreements (SLA) of issue resolution are expected under 24 hours once notified and logged into our Salesforce CRM ticket tracking system. Key tracking metrics are monitored daily which include: Service Level, Abandon Rate, First Contact Resolution (FCR), Customer Effort (CES) & Agent performance. |

| | | | |
|---|---|---|---|
| 27 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States. | Gordian currently has a client presence in 47 states. We are willing and able to provide products and services to all 50 states and additional territories. | |
| 28 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada. | Gordian currently has a client base in the British Columbia and Ontario provinces of Canada and welcomes further participation in Canada for all of our products and services. | |
| 29 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract. | Gordian can provide products and services throughout the identified geographic areas. | |
| 30 | Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract? | Gordian will participate in all sectors and does not have an existing contracts limiting promotion of the contract. | |
| 31 | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories. | Gordian has existing contracts in Hawaii and Alaska. We can accommodate specific requirements for those states and in the US Territories. | |

## Table 7: Marketing Plan

| Line Item | Question | Response * |
|---|---|---|
| 32 | Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | If awarded, Gordian will incorporate Sourcewell messaging into our robust marketing plan already in place. Our corporate-wide marketing plan is composed of a comprehensive communications plan layered with strategic industry components supporting the SLED, Higher Ed, Healthcare, Federal and AEC markets. Gordian's global marketing strategy is focused around building Gordian's market reputation through strong digital presence, 3rd party partnerships, events and other promotional channels driving demand generation, supporting sales enablement, and fostering repeat business and brand evangelism through engagement.<br><br>Gordian will issue a co-branded press release and develop co-branded collateral pieces. Gordian is experienced in developing External Marketing and Outreach Programs to raise awareness of available programs, primarily through seminars. Gordian also uses seminars to facilitate minority and woman-owned business participation through prime contracts, if available opportunities exist, or networking opportunities with prime contractors.<br><br>In addition to incorporating Sourcewell into our existing demand generation and nurture and digital marketing efforts, Gordian's marketing team will also develop specific targeted initiatives aligned by region and industry promoting Sourcewell messaging. A marketing representative would work directly with Sourcewell's marketing team at contract kick-off to ensure marketing messaging is aligned and develop a Sourcewell specific marketing plan with quarterly check-ins.<br><br>Gordian's strong national marketing presence with various associations could be leveraged to promote the Contract. |
| 33 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness. | Gordian's comprehensive digital marketing strategy focuses on acquiring new customers and engaging current customers with personalized, authentic digital interactions where they participate in their own buying journey. This strategy includes but is not limited to digital advertising, search engine optimization (SEO), social media marketing, email marketing and interactive content marketing. Gordian's robust social media marketing operation utilizes LinkedIn, Facebook, Twitter, Instagram, YouTube and other sites that are targeted by region, industry, organization type and personas. In addition to incorporating a new Sourcewell contract into our existing demand generation and nurture and digital marketing efforts, Gordian's marketing team will also develop specific targeted initiatives aligned by region to promote the program and the benefits available through it. |
| 34 | In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process? | Upon award, Gordian's marketing team will focus on sales enablement and will work alongside Gordian's National Cooperative Team, lead by Louis Patin, and Sourcewell to immediately develop an internal Sourcewell training program. This would encompass an initial roll-out training to our internal sales and operations team along with regular trainings throughout the duration of the contract. This training program would sales reference materials, FAQs and sales collateral.<br><br>As outlined in the marketing plan, Sourcewell would include Gordian generated success stories and relevant materials in member communications. Gordian and Sourcewell would work together to create co-branded collateral as necessary. |
| 35 | Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it. | No. |

## Table 8: Value-Added Attributes

| Line Item | Question | Response * |
|---|---|---|
| 36 | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. | Gordian has configured, tested and is currently maintaining the JOC Software for over 700 locations. After a customer's system is up and running effectively, we will provide the following technical support services for the JOC Software using multiple communication methods.<br><br>Many support tasks, including additional training, report writing, and merely answering basic questions, will be handled by our on-site representative. Our representatives have extensive experience in the JOC Software and can handle almost every assignment without additional assistance. Our representatives will conduct a substantial number of JOC Software training sessions for our clients. We believe that working on-site is the best way to accomplish most tasks. |

| | | |
|---|---|---|
| 37 | Describe any technological advances that your proposed products or services offer. | Gordian's JOC solutions are managed on Gordian Cloud, an easy-to-use, collaborative online platform. Gordian's Job Order Contracting software is designed to meet JOC best practices and provides instant access to a customized CTC, ensuring price certainty and procurement speed. The member and the awarded contractors can manage the Job Order workflow from creation to closeout with transparency, auditability and control. In addition to creating a more efficient and effective workflow, Gordian Cloud enables the capture and reporting of critical data that can be used to provide a snapshot of the program at any given time, or can be used to evaluate program performance over time and enable proactive control to ensure best practices are consistently followed. |
| 38 | Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each. | As a Fortive operating company Gordian is committed to sustainable business practices that minimize environmental impacts and ensure the health and safety of our associates, customers and our local communities nationwide. Gordian operates in accordance with our Environmental, Health and Safety Policy utilizing the following principles in conducting our business:<br>• Compliance with applicable environmental, health and safety laws and regulations and applicable corporate and business unit policies, standards and procedures.<br>• Periodic, formal evaluation of our compliance.<br>• Integrity and accountability in personal conduct:<br>Gordian employees are expected to understand the environmental, health and safety issues associated with their jobs and to act in an environmentally responsible, sustainable and safe manner.<br>• Continuous improvements in EHS performance, waste minimization, prevention of pollution, promotion of sustainable practices and policies, and prevention of workplace accidents and injuries.<br>• Integration of sound environmental, health and safety programs and practices into applicable business functions, including procurement, product design, product testing, product support, service, and facilities and real-estate operations.<br>• Sensitivity to community concerns about environmental, health and safety issues.<br>In addition, Gordian adheres to the company-wide corporate social responsibility vision, Accelerating Progress Toward a Sustainable Future, which is described in greater detail at www.fortive.com/csr |
| 39 | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | While Gordian's products included in this proposal do not possess the certifications listed in this section, our construction cost database includes numerous construction tasks that include equipment and materials that have energy efficiency certifications and each year millions of dollars of construction work is accomplished through Gordian's JOC solutions that is designed to enhance, upgrade and increase energy efficiency in public buildings. |
| 40 | Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response. | Gordian has no small business certifications. The Gordian Group, Inc. Is a wholly owned subsidiary of Fortive Corporation, a public company. |

| | | | |
|---|---|---|---|
| 41 | What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities? | As the creators of the Job Order Contracting (JOC) project delivery method, the Gordian team has decades of experience implementing and supporting successful JOC programs across the United States. Gordian's award-winning JOC solutions offer a unique combination of accurate cost data, purpose-built software and unmatched industry expertise. Each Gordian JOC project follows a proven process to make sure the Scope of Work is clearly defined, agreed-upon and executed as efficiently as possible. Local, preset pricing in the Construction Task Catalog® ensures accurate project costs. All Job Order Contracts are accessed in a secure, cloud-based software application that tracks project milestones, spend limits and This purpose-built software allows owners to set milestones that tracks end dates, spend limits and Key Performance Indicators (KPIs), for easy contract management. The Gordian team will conduct a line-by-line review to each project proposal to eliminate inefficiencies and confirm every relevant task necessary to complete the project is included. This end-to-end support and JOC expertise is why hundreds of organizations rely on Gordian's JOC solutions to execute more than $2.4B in construction volume each year.<br>Gordian is the best-qualified firm to provide the requested products and services for the following<br>reasons:<br>• We are the leading firm that can provide single point responsibility for a JOC program. We prepare, customize and support, with in-house staff, the Contract Documents, Construction Task Catalog®, Technical Specifications and the JOC Information Management System that we provide to our clients. We do not rely on third parties or independent vendors, and we do not subcontract or white label third-party products. We will be 100% responsible for the success of your JOC program using in-house resources for software, data and services.<br>• Gordian has successfully implemented and supported our JOC solutions for over 250 public owners throughout the United States,<br>• Building a JOC program takes more than preparing customized documents and providing software. The devil is in the details. Our experience provides us with the knowledge to develop a comprehensive, fully functioning JOC program that will deliver the most value possible. In<br>2019 more than $2.3 billion dollars of construction work was procured using Job Order Contracting programs implemented and supported by Gordian. • Our approach to developing your JOC program will be a source of substantial benefits for the Region's local, minority and women owned business programs. We have a proven track recordof substantially increasing the use of local, minority and women owned firms through the incorporation of diversity goals into the JOC contracts, and monitoring utilization through our JOC software.<br>• Gordian is uniquely equipped to market and drive adoption of our JOC solutions to Sourcewell members across the country. | |

## Table 9: Performance Standards or Guarantees

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

| Line Item | Question | Response * |
|---|---|---|
| 42 | Describe any performance standards or guarantees that apply to your services | Gordian's contract are performance-based and therefore do not require any guarantees or warranties to cover the risk of deficient performance. Customers only remit payment to Gordian for their actual use of the JOC system, and are not obligated to make any minimum purchase after Gordian implements the program at no cost to the member. The performance-based approach does require that Gordian track and monitor both internal and customer performance to ensure the program is optimized and the Member is obtaining the efficiencies and savings afforded by our JOC solution. Gordian uses several key performance indicators to demonstrate the value of our JOC solution, and to benchmark performance from an established baseline. These key performance indicators, which can be tracked and reported through our Gordian Cloud software, include metrics on time and cost savings, with examples of each provided below:<br>- Total Procurement Time<br>- Time from Project Initiation to Joint Scope Meeting<br>- Time from Request for Price Proposal to Price Proposal Approved<br>- Time from Price Proposal Approved to Construction Start<br>- Final Cost Compared to Budget<br>- Cost of Initial Price Proposal to Final Price Proposal<br>Gordian's program analysts and program management teams ensure that these, and other internal performance metrics, are tracked and evaluated to confirm that each program is operating at a high level. When key performance indicators evidence deficient performance relative to the program goals, Gordian employs our problem-solving approach to identify the root cause of the gap, implement countermeasures, and drive performance to ensure any gaps are closed. |
| 43 | Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.) | Gordian has established customer support and customer success standards that are utilized for our JOC solutions. Gordian's Customer Support and Customer Success team members are dedicated resources for our customers when called upon for assistance. These two teams consist of 12 team members that are focuse on post-sale activities including:<br>- On-Boarding New Customers<br>- Training / Demos<br>- Product Support<br>o Product Installations<br>o User Access<br>o User Navigation<br>o Defect Escalation & Tracking<br>o Liaison Contact for Engineer Inquires<br>o Updating Payment Information<br>o New Requirement / Modifcations Requests for Products<br>They can be contacted via phone at 800-874-2291 or via email at gordiansupport@gordian.com. Hours of operation are Monday – Friday 8am EST to 10PM EST. Service Level Agreements (SLA) of issue resolution are expected under 24 hours once notified and logged into our Salesforce CRM ticket tracking system. Key tracking metrics are monitored daily which include: Service Level, Abandon Rate, First Contact Resolution (FCR), Customer Effort (CES) & Agent performance. |

## Table 10: Payment Terms and Financing Options

| Line Item | Question | Response * | |
|---|---|---|---|
| 44 | What are your payment terms (e.g., net 10, net 30)? | Payment terms are Net 30 from the date of invoice. | * |
| 45 | Describe any leasing or financing options available for use by educational or governmental entities. | Not applicable. | * |
| 46 | Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders. | The proposed order process consists of the direct development, revision and execution of a contract document with each Sourcewell member that procures Gordian's JOC solutions through the Sourcewell contract as each member typically requires additional terms and conditions to those contained in the Sourcewell agreement. Once the contract is executed Gordian will initiate and complete the program implementation process at no cost to the Sourcewell member. Each contract executed with a Sourcewell member that utilizes the Sourcewell contract to procure Gordian's JOC solutions will be entered and tracked in our Netsuite ERP system. Upon the issuance of a Job Order from a member Gordian will accrue the applicable revenue, which is calculated through our Netsuite system, and upon receipt of payment for each purchase, Gordian's ERP system will calculate and report all administrative fees owed to Sourcewell. Gordian will be solely responsible for the contracting, invoicing, collection and administrative fee payment process. | * |
| 47 | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process? | At the present time, Gordian does not accept P-card in the payment process. We are exploring adding that functionality in the future. | * |

## Table 11: Pricing

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

| Line Item | Question | Response * |
|---|---|---|
| 48 | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response. | Gordian employs a performance-based fee structure that does not include any upfront fees to implement a JOC program. We do not succeed unless the customer succeeds. Our fees are assessed as a percentage of the value of construction procured through the JOC system, and are dependent on the level of services provided. Our JOC Solution, which includes all of the products, services and training necessary to implement and support a client-run JOC program is provided at a fee equal to five percent (5%) of the first eight million dollars ($8,000,000) of construction procured through the JOC system, and a reduced fee of 1.95% of the value of construction procured thereafter. In consideration for the Job Order Development services set forth in the proposal, customers shall be assessed a Job Order Development fee equal to three and five hundredths percent (3.05%) of the value of construction procured utilizing these services. In the event a customer elects to utilize Job Order Development services during the procurement of the first eight million dollars ($8,000,000) of construction the 5% fee refereneced above is inclusive of the Job Order Development Fee and the fee shall not exceed 5%. In consideration for the Project Management services described in the proposal customers shall be assessed a Project Management Fee, in addition to the fees referenced above, equal to five and ninety-five hundredths percent (5.95%) of the value of construction work for which the Project Management services are provided. A detailed description of the fees and invoicing is provided in the Table 11 Pricing attachment uploaded with this proposal. |
| 49 | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range. | The pricing set forth in this proposal represents a 2% discount against standard rates based on the proposed 2% administrative fee proposed to be remitted to Sourcewell, which Gordian will remit to Sourcewell without increasing its standard rates. |
| 50 | Describe any quantity or volume discounts or rebate programs that you offer. | Gordian's quantity or volume discounts are not offered through cooperative contracts. |
| 51 | Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request. | Not applicable. |
| 52 | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with products purchased or services performed that are not directly identified elsewhere in Table 11. For example, list costs for items like inspection, installation, set up, mandatory training, licensing fees, or expense reimbursements. Identify any parties that impose such costs and their relationship to the Proposer. | All costs are included in the pricing provided with this proposal. |
| 53 | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program. | Not applicable. |
| 54 | Describe any unique distribution and/or delivery methods or options offered in your proposal. | Not applicable. |

## Table 12: Pricing Offered

| Line Item | The Pricing Offered in this Proposal is: * | Comments |
|---|---|---|
| 55 | b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. | |

## Table 13: Audit and Administrative Fee

| Line Item | Question | Response * | |
|---|---|---|---|
| 56 | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. | All procurements by Sourcewell members require a complete contracting process that includes the incorporation of the Sourcewell contract SOW and pricing as part of the contract with each Sourcewell member. Upon execution of the contract, the customer contract information, including designation as a Sourcewell procurement, are entered into our contract management platform, SpringCM. Gordian's Netsuite accounting software and SpringCM are integrated to ensure that any customer invoices submitted to customers designated as Sourcewell procurements are tagged and administrative fees are accrued as future payables upon the receipt of payment for those invoices. This ensures that all invoices and payments from customers procuring through a Sourcewell contract are properly accounted for and full reports are provided to Sourcewell designating each payment collected from Sourcewell members. Gordian also conducts self-imposed audits intermittently to ensure that all Job Orders issued by customers procuring through Sourcewell are accounted for, and all complete projects have been marked and invoiced accordingly. Gordian prides itself on contract compliance in all phases, and we will ensure full compliance with the Sourcewell contract. | * |
| 57 | If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract. | The primary metric for measuring success through the Sourcewell contract is the number of customers designated as Sourcewell piggybacks, and the volume of construction procured through those programs over time. Gordian's performance-based fee structure ensures that we are only successful if the customer is successful, and therefore the award of a contract is only the first step in the process. In order to have a truly successful contract members must utilize the JOC program to procure construction, and Gordian in turn invoices the customers based on the volume of construction they procure. Accordingly, Gordian will closely monitor each customer to ensure construction volume is in line with, or exceeds, expectations in order to measure the success of this contract, and the JOC programs implemented pursuant to it. | * |
| 58 | Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.) | 2% | * |

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

| Line Item | Question | Response * | |
|---|---|---|---|
| 59 | Provide a detailed description of the equipment, products, and services that you are offering in your proposal. | The Gordian JOC Solution has helped facility and infrastructure owners control and fast track their repair, maintenance and construction projects for over three decades. This solution provides the software, data and services necessary to develop, implement and support a JOC program for owners that have the in-house resources necessary to manage their own JOC programs. The Gordian JOC Solution includes the following products, services and deliverables:<br>Experienced Account Managers - Gordian will provide experienced account managers that are responsible for the implementation and support of the Member's JOC program. This staff will report directly to the Member and will be available to assist the client with any JOC related issues.<br>Establish JOC Program Guidelines - Gordian will be responsible for conducting the activities necessary for establishing the structure of the Member's JOC program. Responsibilities include preparing Member specific Execution Procedures that will be used to execute the JOC program.<br>JOC Program Documents - Gordian will be responsible for preparing the JOC program Contract and General Conditions, Bid Documents and Technical Specifications and for providing a customized Construction Task Catalog.<br>JOC Software Applications - Gordian will be responsible for providing a license for an unlimited number of Member staff to access Gordian's web-based JOC System, | |

which includes the Gordian Cloud information management software integrated with the Construction Task Catalog. The JOC System will be capable of generating the JOC documents including independent cost estimates, contractor Price Proposals, Job Orders, and management reports and forms. The client's standard reports and forms will be incorporated as requested.
Marketing - Gordian will be responsible for marketing the JOC program by informing internal Member staff about JOC, conducting pre-bid seminars for the JOC construction contractors, and assisting with procurement of the JOC contracts.
Training - Gordian will be responsible for developing and conducting a comprehensive JOC training program for the Member and JOC construction contractor staff, which will include different course modules that will provide specialized training to each element of Member and JOC construction contractor staff.
Ongoing Support and Maintenance - Gordian will be responsible for providing full-time, onsite assistance during the 90-day period immediately following the award of the first Member JOC contract, and for providing comprehensive JOC follow-up support to the Member for the administration of its JOC program. Gordian will monitor the overall program and prepare any status reports required by the Member. Support services will include, but are not limited to: unlimited toll-free software and technical support; access to applicable software updates and additional functionality; updating for each new JOC construction contract the Construction Task Catalog, Technical Specifications, Contract and General Conditions and Bid Documents; providing procurement assistance for new JOC contracts; providing training for new Member and JOC contractor staff; and preparing customized forms and reports requested by the Member.
Gordian's also provides value-added services to JOC Solution customers that can be provided on a project-by-project basis, or as part of a comprehensive support package for all Job Orders issued through a Member's JOC program. We refer to the first of these as Job Order Development services. Developing the Job Order is the most critical step in the JOC process for controlling costs because this is the step where it is determined that the Member is paying for the correct quantity at the correct competitively bid price for each project. It is very important that experienced, qualified project managers develop each and every Job Order. Many of our clients have determined that they desire help with developing Job Orders and have selected our Job Order Development services. Some have chosen it because they lack staff capacity, and others because they recognize the significant value of using Gordian's experienced, qualified account managers to develop Job Orders, which includes reviewing each and every Price Proposal submitted by the JOC contractors. Whatever the reason, we are confident that these services will bring the most economic benefit to Sourcewell Members with long term cost savings. A detailed list of the tasks required to develop Job Orders is as follows:
Project Identification – When a project is identified, Gordian's account managers will work with the Member and assist with determining whether the project is appropriate for JOC.
Contractor Identification – In the event the Member has multiple JOC contractors, we will assist with identifying the appropriate JOC contractor for the project based on the type of work involved, location of the project, and other factors such as remaining contract capacity, work on hand, and contractor performance.
Joint Scope Meeting – After identification of the JOC Contractor a Gordian account manager will promptly schedule a Joint Scope Meeting at the project site to help the Member and the JOC contractor agree on the details of the work that the JOC contractor will perform. The scoping process allows the JOC contractor to inspect the site and ask questions before submitting a Price Proposal. This upfront open communication eliminates the misunderstandings and mistakes that lead to most change orders and often results in more cost effective collaborative solutions.
Develop Detailed Scope of Work – Next, the Gordian account manager will assist in preparing a Detailed Scope of Work that describes the work the JOC contractor will perform. We will also assist with resolving issues when project plans and actual conditions vary.
Request for Price Proposal – After all parties are in agreement that the Detailed Scope of Work properly reflects the work to be performed, the Gordian account manager will send the Detailed Scope of Work and a Request for Proposal to the JOC contractor.
Prepare the Price Proposal – Next, the JOC contractor prepares and submits a Price Proposal by selecting the appropriate tasks from the Construction Task Catalog. Gordian's JOC software will automatically calculate the total cost for each line item by multiplying the unit price of the task by the required quantities and the JOC contractor's competitively bid Adjustment Factor. The JOC contractor will also prepare additional Member required information (e.g., construction schedule, list of proposed local subcontractors, etc.).
Price Proposal Review – Then, the Gordian account manager will review the Price Proposal to make sure the JOC contractor has selected the appropriate tasks and quantities and will ask the JOC contractor to make any required changes. We will also obtain and review any Member required information submitted by the JOC contractor such as a construction schedule and list of proposed subcontractors. Then the Gordian account manager will submit the Price Proposal and related documents to the Member.

| | | |
|---|---|---|
| | | Issue Job Order – Once the Member approves the Price Proposal and related documents, and decides to move forward with the project, the Member simply issues a purchase order to the contractor.<br>The Job Order Development services described above ensure the efficient, compliant and cost-effective procurement of each construction project through the JOC program. In addition, Gordian can provide Project Management support on a project-by-project basis, or as part of a "cradle-to-grave" support package for every project procured through the JOC program. Utilizing our Project Management services will enable Members to assign projects to Gordian to manage from Job Order issuance to close out. Whether due to peak volumes, staff shortages, or new strategic staff directives, our Project Management services can provide onsite experts, using our proven methods, to relieve the Members project workload. Our staff becomes the Member's staff. A detailed list of Gordian's standard Project Management services, which we can modify as necessary to meet the needs of each client, is as follows:<br>Preconstruction – First, a Gordian project manager will conduct a pre-construction meeting with the Member representative(s), the JOC contractor and, if applicable, the architect or engineer. The project manager will coordinate and share any preconstruction information with the Member, the JOC contractor and other appropriate parties, and will assist in the coordination of the JOC contractor obtaining the necessary permits.<br>Site Visits – During construction, the Gordian project manager will monitor the JOC contractor's work in-progress, manage the JOC contractor's compliance with the approved safety plan and complete a report for each site visit.<br>Communication – The Gordian project manager will provide weekly construction status reports to the Member, conduct project progress meetings with all JOC contractors and staff on a periodic basis, and coordinate any required technical and code inspections.<br>Supplemental Job Orders – In the event there are unforeseen conditions or the Member requests changes to the scope after the work has begun, the Gordian project manager will analyze and process a supplemental Job Order by utilizing the procedures used to develop the initial Job Order.<br>Approvals – The Gordian project manager will review and approve, or direct necessary revisions to, the JOC contractor's applications for payment and obtain the Member's approval of the work. Final acceptance of the work will be the responsibility of the Member. Technical and code inspections will be the responsibility of the appropriate inspection agencies.<br>Project Close-out – As the final step in the process, the Gordian project manager will enter all Job Order related information into the Gordian Cloud information management system and collect any required as-builts, warranties, etc., from the JOC contractor.<br>Gordian's JOC solutions combine and integrate a complete set of our proprietary JOC components and expert services, uniquely customized for each individual owner to drive maximum performance. Our JOC solutions are the result of our experience, innovation, and a willingness to invest in state-of-the-art products and follow best practices. Gordian's results are unsurpassed, and have been demonstrated in many side-by-side comparisons and independent audits over the years. We are proud to propose our JOC products and services to Sourcewell and its Members. For a more detailed description of the JOC program development, implementation and support services please see the Table 14 Products and Services attachment included with the proposal. |
| 60 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | Not applicable. |

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

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

| Line Item | Category or Type | Offered * | Comments |
|---|---|---|---|
| 61 | Development and design of a JOC or IQCC program | ◉ Yes<br>○ No | JOC enables facility and infrastructure owners to efficiently complete a series of projects with a single, competitively bid contract. The Job Order Contract defines the overall relationship between the owner and the contractors. Each Job Order Contract is awarded through a competitive bidding process for an indefinite quantity of construction work, typically has a term of one or more years, and features an estimated or maximum dollar value. A summary of the tasks and workflow necessary for implementing a JOC program is provided at the end of this section. We will utilize this process to develop, implement and support a JOC program customized for the Member. The overall program structure will depend on several factors including preferred bid methods, anticipated annual volume, geographic presence, software configuration and the number of JOC contracts that will be solicited and awarded. |

Our Approach uniquely crafts the four major resource areas of Data, Technology, People and Process to create the industry leading and tailored programs we build. Gordian's Construction Cost Database, the largest of its kind, will be the starting point for compiling the specific cost items for each Construction Task Catalog (also known as a unit price book). Gordian will provide unlimited access to our IMS (the "JOC Software") that is required to run a Gordian JOC program. Our JOC Software is capable of generating all of the JOC documents, including the contractor's Price Proposal, the independent estimate, Job Orders, and all management reports and forms. Our proven software was specifically designed to support JOC programs and will be configured to meet the information management needs of the Member's JOC program. It is essential to optimizing the efficiency and convenience of a Gordian JOC system. Gordian's JOC Software is a web solution, making it accessible anytime and anywhere there is an Internet connection. Best of all, the JOC Software can handle an unlimited number of Users, Job Orders, Construction Task Catalogs and other information. As part of the JOC System License the Member will receive with a Gordian JOC solution, they will be provided with unlimited access to the JOC Software for the term of the contract.

The Program Development process incorporates all the activities necessary to establish the structure of the Member's JOC program. While JOC is a method of procurement, it is very different from the traditional methods and many factors must be considered when organizing a JOC program. We will assist the Member in making educated decisions about the structure of its JOC program, from the minimum and maximum value of the contracts to the geographic area supported by each contract. We will not reinvent the wheel or learn as we go. We will bring with us our experience and knowledge gained from other similar facility and infrastructure owners.

To ensure a successful JOC program, the proper policies and procedures must be prepared and implemented. Our experience will enable us to develop a comprehensive set of Execution Procedures that adhere to the Member's general operating and organizational philosophies, as well as the applicable statutes governing construction procurement in the Member's jurisdiction. These Execution Procedures must incorporate all phases of the JOC process. Specific issues that must be addressed include:

- Project Initiation

How is a JOC project identified? Who approves projects for JOC? When is a JOC Project Number assigned? How is the JOC Project Number to be structured?

- Project Development

How will a preliminary Detailed Scope of Work be documented and refined? Who needs to attend the Joint Scope Meeting? What documentation will a contractor submit with the Price Proposal? Will liquidated damages apply?

- MWBE Compliance Procedures

What compliance forms will the contractor submit with each Price Proposal? Who will verify compliance? What documentation will need to be developed?

- Permit Procedures

Are permits required for a specific project? Are permit requirements different for different buildings or uses? How and when will permits be submitted? Who will verify permits? What documentation will need to be developed?

- Project Review and Approval

Who will prepare the independent estimate? What pricing source will be used to develop the independent estimate? Who will verify the estimate? What documentation will need to be developed? Who will review the contractor's Price Proposal and how? Who will approve and sign Job Orders?

- Construction Inspection and Acceptance

Who will inspect the ongoing JOC work? Who will accept the final JOC project? Who will provide quality assurance? How will submittals and shop drawings be handled? What documentation will need to be developed?

- Project Close Out Procedures

Who will certify final completion? How will the close out documentation provided by the contractor be handled? How will warranty information be filed and tracked?

- Payment Policy and Process

Who will certify final payment? What documentation needs to be submitted with a JOC payment request? What is the step by step payment process?

Our experience has given us insight into each of these issues and allows us to make proven, efficient and cost-effective recommendations. We propose to organize and manage a series of conferences and meetings with key Member staff to identify and detail specific internal Execution Procedures. Each procedural step and policy will be fully documented in written Execution Procedures for the prevention of fraud, waste and abuse. The remaining steps in the implementation process include compilation of the customized Construction Task Catalog, assistance with the procurement process, software configuration and training; each of which is covered in greater detail in the following sections of this response.

| | | | |
|---|---|---|---|
| 62 | Identification and selection of program platform or resource materials | ◉ Yes<br>○ No | Gordian's JOC Solution is built on best-in-class data and software that can be tailored to fit each customer's construction needs, workflow and program processes. Gordian's Information Management System, ("IMS" or "JOC Software"), will meet and exceed all expectations. Our JOC Software is capable of generating all of the JOC documents, including the contractor's Price Proposal, the independent estimate, Job Orders, and all management reports and forms. Our proven software was specifically designed to support JOC programs and will be configured to meet the information management needs of the Member's JOC program. Gordian's JOC Software is a web solution, making it accessible anytime and anywhere there is an Internet connection. Best of all, the JOC Software can handle an unlimited number of Users, Job Orders, Construction Task Catalogs and other information. We will configure it's use to meet the individual needs of the Member. Gordian's JOC IMS is currently in use at more than 250 public agencies, and supports the procurement of more than $2 billion dollars of construction annually. Gordian's Construction Cost Database, the largest of its kind, will be the starting point for compiling the specific cost items for each Construction Task Catalog (also known as a unit price book). The construction cost data we provide is unmatched and provides the most comprehensive, accurate and detailed cost data availabe in the market today. When we build a new Construction Task Catalog, we start with our 380,000 task database that is continually improved and updated. As part of our ongoing support role, we produce updated Construction Task Catalogs for each JOC solicitation, which can be intended for general construction or a range of specialty work including paving, painting, electrical, plumbing, demolition and more. Gordian's dedicated construction cost data team works nonstop, year after year, to ensure our JOC clients are using the most accurate, up-to-date construction cost data available. Each construction task catalog is accompanied by a corresponding set of technical specifications, which describe the work the contractor is obligated to perform and the quality of workmanship and materials required for each construction task. Customization of the technical specifications enables Members to utilize Gordian's standard library of specifications, or incorporate a Member's own specifications in order to meet estalblished standards and policies already in place. The Construction Task Catalog and technical specifications combine to form the cost basis for bidding the JOC contracts, which may be awarded through several competitive-bidding methods including best value, or lowest responsive bidder. The bidding methodology will dictate the form of the bid documents, including the general terms and conditions of an award. Gordian has a dedicated Development & Implementation team that collectively has supported the solicitation and award of thousands of JOC contracts over the past decade, and is equipped to assist any Member in the implementation phase, regardless of the number of contracts, type of work, or bidding methodology employed. No other firm can match Gordian's ability to integrate it's commercial software and cost data with a tailored approach that fits each customer's unique needs. No matter the program platform or resource materials needed, Gordian has it covered. |

| | | | |
|---|---|---|---|
| 63 | Performance of procurement-related processes and tasks | ◉ Yes<br>○ No | In addition to compiling a customized Construction Task Catalog and technical specifications, as explained in greater detail in the foregoing sections, Gordian provides comprehensive procurement support for the term of the agreement with its customers. Gordian recognizes that each client is unique and our history shows that the best JOC results are achieved when a program is tailored to fit the client's requirements. Gordian has supported the procurement of thousands of JOC contracts across the United States and understands how to ensure compliance with all applicable procurement statutes. The Contract and General Conditions are critical to the JOC process since they establish all of the contract requirements and compliance procedures. A poorly developed document can lead to bid protests and claims, and can breakdown the non-adversarial relationship that is essential to a successful JOC program. The challenge of creating these documents is that standard state and local contract language and forms must be integrated with JOC specific language and clauses. Since JOC is a different procurement process, a great deal of the contract language that has been adopted for traditional construction contracting does not apply. We will draft a full set of bid documents, including the Contract and General Conditions, and will coordinate those documents with the various departments of each Member. An essential part of any contract package is the Bid Documents. These documents need to be carefully customized for a JOC program in order to enhance competition and minimize the possibility of a bid protest. The Bid Documents need to be prepared and presented to the bidder in a manner that minimizes uncertainties. The "tighter" the Bid Documents the better the bid prices will be. Gordian will assist each Member in the preparation of all documents needed for the Member's JOC program.<br>A critical objective of many Job Order Contracting programs is to achieve and improve upon the participation goals for minority and female owned business enterprises. Gordian will work to ensure that appropriate goals, compliance procedures and contract language are included in the Contract Documents. Since work under JOC is identified and accomplished on a project-by-project basis rather than up front, as in traditional contracting, minority subcontracting compliance procedures, policies and forms may be integrated and included in the Contract and General Conditions. As part of our ongoing support role, Gordian will produce updated documents for each new JOC contract solicitation including the Construction Task Catalog, contracts, bid documents, and general conditions.<br>In addition to the tasks above, Gordian will assist with external marketing and promotion of the JOC program and contract solicitations. Prior to the advertisement of the JOC contracts, Gordian will coordinate and conduct the external marketing of the JOC concept to the local contractor community. We will accomplish this portion of the program by meeting with various contractor groups, trade organizations and bonding companies, as necessary, in order to solicit support for the JOC program. Intending bidders will have many questions and concerns that must be fully addressed before they will feel comfortable in submitting a bid. A central feature of Gordian's procurement plan for Job Order Contracting is the pre-bid seminar for intending bidders, which is conducted after the solicitation has been advertised. Since most facility owners want to attract local contractors, but often many of the local contractors are not familiar with the JOC process, it is essential that a proactive educational program occur prior to bidding. Gordian believes that the increased information exchange between the owner and the intending bidders will lead to a better understanding of the JOC program, less bid risk for the contractors and ultimately, lower bids.<br>The first section of the pre-bid seminar focuses on explaining the overall JOC process, the number, size and types of JOC contracts being bid, and an in-depth discussion of the owner's expectations for the JOC contractor.<br>The second section presents information on understanding and applying the Construction Task Catalog, the costs that must be included in the Adjustment Factors, and different methods for the contractors to calculate their Adjustment Factors. Contractors are also taught how to build sample Price Proposals. This section concludes with an extensive question and answer session. If the client prefers, this seminar can be presented in two separate sessions.<br>We will take the lead in reaching out to local contractors to inform them about JOC. We will prepare and conduct extensive pre-bid conferences that have been refined over time to secure for the Member the very best qualified contractors at a meaningful, competitive price.<br>Gordian assists each of its customers throughout the procurement process. |

| | | | |
|---|---|---|---|
| 64 | Technology, software, application, or platform solutions | ◉ Yes<br>○ No | Gordian will include unlimited access to our JOC Software that is required to run a Gordian JOC program as part of our deliverables. Our JOC Software is capable of generating all of the JOC documents, including the contractor's Price Proposal, the independent estimate, Job Orders, and all management reports and forms. Our proven software was specifically designed to support JOC programs and will be configured to meet the information management needs of the Member's JOC program. It is essential to optimizing the efficiency and convenience of a Gordian JOC system. Gordian's JOC Software is a web solution, making it accessible anytime and anywhere there is an Internet connection. Best of all, the JOC Software can handle an unlimited number of Users, Job Orders, Construction Task Catalogs and other information. As part of the JOC System License, the Member will receive with a Gordian JOC solution, you will be provided with unlimited access to the JOC Software for the term of the contract.<br>The JOC Software is a critical component of any JOC program, and it must be designed and configured specifically for JOC. Gordian's JOC Software was developed using 30+ years of experience in managing JOC programs, and it ensures efficiency, ease of use, and maximum control at each step in the JOC process. For instance, our JOC Software enables tracking of price proposal revisions to ensure no changes go unnoticed, locks adjustment factors and unit prices to ensure no price manipulation can occur, and can generate custom reports and forms which will enable the Member to tailor the software to its workflow, and ensure proactive management with advanced reporting capabilities.<br>The JOC Software contains functionality that is used to track and report on Job Orders. The primary modules are for Price Proposal development and review, but others include the ability to manage budgets, contractor evaluations, invoices, logs, meetings, submittals, tracking dates and more. Gordian will work with the Member to develop the program and infrastructure procedures and administration processes necessary for success. Our implementation experts are experienced with working with information system professionals in coordinating all aspects of the system software. Members will find that our JOC Software is extremely powerful and flexible when it comes to security, integration and reporting. The JOC Software features and functionality are explained in greater detail in the Table 14 attachment included with our proposal. |
| 65 | Training, program administration, technical and contractor support, hosting, and customization services | ◉ Yes<br>○ No | Gordian will be responsible for providing a comprehensive JOC Master Training Program, which will include different course modules so that all elements of Member and JOC contractor staff will receive specialized training. Gordian will develop and publish all training aids and materials necessary to support the JOC training courses. The JOC Master Training Program will be modified to fit the Member's processes and procedures.<br>Gordian's JOC Master Training Program has been fine-tuned over the last two decades and is designed to provide the maximum effectiveness and flexibility for Member staff. The training program will be comprised of multiple training modules so that training sessions can be structured to the specific audience. The training courses will stress a hands on practical application of the JOC solution selected by the Member. The training sessions will be unique to the Member and will not be "canned" sessions.<br>This "cafeteria structure" allows us to train selected groups in only those modules of value to them. Our modular approach to JOC training eliminates wasteful duplication and lost time on the part of participants. Each module is scheduled for one to four hours and will be given as often as requested. The total number of classroom hours and extent of field training is dependent on the experience and abilities of the participants being trained.<br>Gordian's JOC Master Training Program has been fine-tuned over the last two decades and is designed to provide the maximum effectiveness and flexibility for Member staff. The training program will be comprised of multiple training modules so that training sessions can be structured to the specific audience. The training courses will stress a hands on practical application of the JOC solution selected by Member. The training sessions will be unique to the Member and will not be "canned" sessions.<br>This "cafeteria structure" allows us to train selected groups in only those modules of value to them. Our modular approach to JOC training eliminates wasteful duplication and lost time on the part of participants. Each module is scheduled for one to four hours and will be given as often as requested. The total number of classroom hours and extent of field training is dependent on the experience and abilities of the participants being trained.<br>In addtion to Member staff training, Gordian will be responsible for training all JOC contractor staff on the JOC process, the JOC software, interpretation and use of the Construction Task Catalog, as well as the Job Order development process. Refresher training for new Member and JOC contractor staff is also provided at any time during the term of the contract at no additional cost. A complete overview of the training sessions provided for each JOC program implementation is included in the Table 15 attachment provided with this proposal.<br>During the term of the contract Gordian will provide ongoing technical and administrative support in a number of areas including:<br>• Provide the Member updated JOC Contract Documents for all new JOC contracts and JOC re bids. This support will include: updating Construction Task Catalogs and Technical Specifications; monitoring recent changes and recommending |

| | | | | |
|---|---|---|---|---|
| | | | improvements to the Contract and General Conditions to clearly specify the requirements of the Member; further developing and implementing pre-award criteria; identifying new processes to further define contract requirements and contractor capabilities to ensure that the Member retains qualified JOC contractors; and customizing the JOC process and documents to meet the ever changing needs of the Member.<br>• Work closely with the project managers on existing contracts, to identify non prepriced tasks, price those tasks, and insert them in the next Construction Task Catalog to minimize the number of non-prepriced items.<br>• Provide procurement and marketing support during the solicitation of new JOC contracts. This support will include preparing all necessary documents and notices, preparing and participating in all pre-bid conferences, external marketing to the local contracting community, evaluating the contractor's proposed management plan, staffing and personnel plans, and assisting new contractors during mobilization.<br>Contract Implementation Support<br>During the term of the contract, Gordian will provide continuing contract implementation and support services as follows:<br>• Train Member staff to administer the JOC program.<br>• Conduct complete training sessions on an as needed basis for new Member and JOC contractor staff in the execution of JOC and the use of the JOC Software.<br>• Conduct periodic refresher training sessions for existing Member staff and JOC contractors in the execution of JOC and the use of the JOC Software.<br>• Continue to develop and customize the Execution Procedures, training materials, forms and reports to facilitate the management and execution of JOC.<br>• Work closely with Member and participating agency staff and the JOC contractors to ensure that both parties are executing JOC in accordance with the established procedures.<br>• Assist the Member in dealing with the contractors to ensure that they have adequate and experienced staff and are meeting the terms of the contract.<br>Software Support and Maintenance<br>Gordian has configured, tested and is currently maintaining the JOC Software for over 700 locations. After your system is up and running effectively we will provide the following technical support services for the JOC Software using multiple communication methods to serve the Member in a convenient and efficient manner.<br>On-Site Personnel<br>Many support tasks, including additional training, report writing, and merely answering basic questions, will be handled by our on-site representative. Our representatives have extensive experience in the JOC Software and can handle almost every assignment without additional assistance. Our representatives have conducted a substantial number of JOC Software training sessions and have customized some of the most challenging reports for our clients. We believe that working on-site is the best way to accomplish most tasks.<br>Remote Access<br>Remote access applications such as GoToMeeting, pcAnywhere and NetMeeting allow us to connect to a user's computer to analyze and correct specific problems the user is experiencing. Through a basic dial-up modem or Internet connection, our support representative can work on the user's computer as if they were sitting at the user's desk. GoToMeeting provides the same capability and works with most firewall and security settings. For those times when the on-site representative is not present, this remote access solution provides nearly all the benefits of an on-site visit and has been very successful in delivering real time solutions and support.<br>Toll Free Support Line<br>Calling our toll free software user support line will connect the user with an information technology specialist who will promptly assist the user concerning their immediate software questions. The support line is staffed by knowledgeable and trained personnel.<br>The primary reason JOC programs developed and implemented by Gordian are so successful is the on-going support we provide to our clients. | |

**Table 15: Industry Specific Questions**

| Line Item | Question | Response * | |
|---|---|---|---|
| 66 | Describe your approach to developing, implementing, and supporting JOC or IQCC programs for governmental or educational entities. | See Table 14B. The development, implementation and support of a JOC program described therein relates to government, educational and healthcare entities. | |

| | | |
|---|---|---|
| 67 | Describe the JOC or IQCC unit pricing method(s) employed by your organization and how it is developed and maintained. | The construction cost data we provide is unmatched and provides the most comprehensive, accurate and detailed cost data available in the market today. When we build a new Construction Task Catalog, we start with our 380,000 task database that is continually improved and updated. As part of our ongoing support role, we produce updated Construction Task Catalogs for each JOC solicitation, which can be intended for general construction or a range of specialty work including paving, painting, electrical, plumbing, demolition and more. Gordian's dedicated construction cost data team works nonstop, year after year, to ensure our JOC clients are using the most accurate, up-to-date construction cost data available.<br>The construction cost database is continuously researched through a structured, formulaic methodology that ensures accuracy and consistency across all tasks. Each line item contains national, regional or local material, labor and equipment costs, targeting the appropriate source for each. Our construction cost database is built using unmatched expertise that relies on exhaustive research coupled with decades of historical data analyzed by our team of data scientists to ensure any pricing anomalies are identified, reviewed and verified prior to publication. No firm in the world can match the level of resources we've dedicated to ensuring the accuracy and breadth of our construction cost database. During the past 30 years, our team of experienced cost estimators has prepared more than 3,000 customized Construction Task Catalogs, specifically designed for JOC programs. Gordian CTC's support over 380,000 construction tasks, with prices that are localized and time specific for each contract publishing. This work involves a team of over 50 people including cost engineers, cost researchers, data scientists, quality control experts, and data collection tool developers. The data consistency is a product of over 22,000-man hours of cost research efforts every year. Construction tasks are derived from the combination of materials, labor and equipment cost compiled together by an algorithm, that proportions each element as it is required to complete each task, and a determination of the hours of work (productivity) involved per task UOM. Data science and quality control contribute to the consistency and the segmentation of cost, to determine drivers that are statistically defendable at the local, regional or national level, utilizing 100 years of cost collection data delivery. Every year Gordian revalidates tasks (27,000 last year) to update work to today's construction standards. The results of this work produce fair and equitable, mean costs, that represent the midpoint of localized bare construction cost data (does not include overhead or profit for the prime or sub-contractors). The adjustment factor submitted should include these costs. Gordian continually enhances the breadth of our task portfolio to keep up with current construction trends and utilizes our experience with over 600 active JOC programs to provide the construction tasks that make for a successful program.<br>As part of our ongoing support role, we will produce an updated Construction Task Catalog for each new Member JOC contract, priced to the applicable region where the work is being awarded. When we notice areas for improvement, we bring in our cost estimating and engineering team to incorporate the improvement into the very next published book using our DMAP (Database Manager and Publishing) software and its component pricing capability. As described above, Gordian has substantial resources dedicated to the continuous tracking, updating and development of construction costs. Our construction cost database is updated every day to ensure that the unit prices provided as part of each bid package are the most accurate on the market today. Updates are not an "as-needed" exercise; they are performed continuously across all markets to ensure that when updated cost data is required, it's readily available in all 930 geographic regions served by Gordian's Construction Task Catalog. No other firm can come close to matching the dedicated resources and expertise of Gordian when it comes to building an updated, accurate and flexible construction cost database. In addition to continuous updates, Gordian's account team will work with our Data and Engineering team to develop and publish any construction tasks identified as recurring non-prepriced tasks during a previous JOC contract term.<br>We use local prevailing wages and local material and equipment costs (which we obtain directly from local subcontractors and suppliers) to price our Construction Task Catalog. That allows us to be extremely accurate. The pricing of the Construction Task Catalog will be specific for the Member and will incorporate current actual local equipment and material prices, along with local area prevailing wage rates. Gordian currently serves several agencies in metropolitan areas across the country including Los Angeles, San Francisco, Houston, Chicago, New York, Atlanta and Miami, to name just a few. As a result of this work, we are already continuously collecting, analyzing and compiling new and updated construction tasks within the city and across the United States.<br>If any items are not already included in our database, Gordian will gladly develop them for the Member. These new tasks will be for the exact construction product or material that the Member requires for its projects including, if necessary, unique owner supplied material and equipment. Prior to the publication of any new Construction Task Catalog, Gordian can identify and provide all non-prepriced tasks approved by the Member under the previous contracts. Working directly with the Member, Gordian can create line items for recurring non-prepriced tasks which are anticipated for the new contracts. We understand that new technologies and materials are being developed every day, as these materials become available, Gordian will assist the Member with incorporating these new tasks into current and future Construction Task Catalogs. |
| 68 | Describe the JOC or IQCC program training available to participating entity staff and contractor personnel. | Program Training for all staff and contractor personnel is detailed in Table 14B. |

| | | |
|---|---|---|
| 69 | Explain your method of addressing change orders within the JOC or IQCC program. | With Job Order Contracting, firm, preset prices are utilized for all work conducted by the contractor, whether that work is part of an original Job Order, or a supplemental Job Order developed after work has started. Accordingly, any unforeseen conditions or changes in the scope of the work are priced out of the Construction Task Catalog and determined by multiplying the unit price x the contractor's adjustment factor x the quantity. This means there is no project stoppage while the supplemental Job Order is developed thorugh the same process as all other Job Orders. With JOC, the contractor simply delivers the facility owner another Price Proposal, which is reviewed and revised as necessary, and the owner issues a new Job Order covering the additional work, or crediting back any reduction in the scope of work. Since every change order is priced the same as the original Price Proposal, contractors cannot use change orders to increase profit margins later in the project, and owners cannot attempt to squeeze contractors for additional work at the same price when unforeseen conditions arise. Effective construction work requires communication and collaboration between a facility owner and contractor team. With JOC, even change orders are handled through a collaborative process based on preset pricing, and do not create the same type of disruptions typically seen on traditional bid construction projects. |

## Exceptions to Terms, Conditions, or Specifications Form

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

### Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

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

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

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

- Financial Strength and Stability - Company Information, Financial Strength and Stability with 2020 Annual Report.pdf - Tuesday May 04, 2021 13:08:07
- Marketing Plan/Samples - Marketing Plan with Sample 8rochure.pdf - Tuesday May 04, 2021 13:09:25
- WM8E/M8E/S8E or Related Certificates (optional)
- Warranty Information (optional)
- Pricing - Pricing - Table 11.pdf - Tuesday May 04, 2021 13:40:27
- Upload Additional Document - Additional Documents.zip - Tuesday May 04, 2021 13:32:46

**Proposer's Affidavit**

**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

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

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Ammon Lesher, Vice President and General Counsel, The Gordian Group, Inc.

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

○ **Yes** ◉ **No**

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

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

| File Name | I have reviewed the below addendum and attachments (if applicable) | Pages |
|---|---|---|
| **Addendum_2_JOC_IQCC_Program_Mgmt_RFP_050421**<br>Wed April 28 2021 10:44 AM | ☑ | 1 |
| **Addendum_1_JOC_IQCC_Program_Mgmt_RFP_050421**<br>Fri April 23 2021 03:06 PM | ☑ | 1 |

Sourcewell

**Solicitation Number: RFP #050421**

**CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and The Gordian Group Inc., 30 Patewood Drive, Bldg. 2, Suite 350, Greenville, SC 29615 (Vendor).

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

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

## 1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires June 7, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 14 survive the expiration or cancellation of this Contract.

## 2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

## 3. PRICING

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

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

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

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

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

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

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

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

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

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

## 4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

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

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

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

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

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

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

## 6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entitles may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract. Vendor will require the use of Vendor's then-current standard License Agreement for the use of its proprietary JOC system and related materials (the JOC System License). In the event of a conflict in terms and conditions between the JOC System License and any other terms and conditions of this Contract, or any transaction document between Vendor and the Participating Entity (including a purchase order), the JOC System License terms and conditions will take precedence.

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

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

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

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

## 7. CUSTOMER SERVICE

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

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

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

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

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

The Report must contain the following fields:

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

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

price to offset the Administrative Fee. The parties agree that as a condition precedent to Vendor's obligation to remit the Administrative Fee, Vendor must first receive payment from the Participating Entity. In the event Vendor does not receive payment from the Participating Entity in full, for any reason, Vendor will only be liable to Sourcewell for payment of the Administrative Fee calculated as a percentage of the fees received by Vendor.

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

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

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

## 9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

## 11. LIABILITY

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

## 12. GOVERNMENT DATA PRACTICES

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

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

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

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
    a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use theTrademark(s) provided to Vendor by Sourcewell in advertising and

promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.

c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

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

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

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

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

## 14. GOVERNING LAW, JURISDICTION, AND VENUE

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

## 15. FORCE MAJEURE

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

## 16. SEVERABILITY

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

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

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

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

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

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

**18. INSURANCE**

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

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

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

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

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

Minimum Limits:
$1,000,000 each accident, combined single limit

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

Minimum Limits:
$2,000,000

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

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

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

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

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

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

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

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

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

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

## 19. COMPLIANCE

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

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

## 20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to

laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

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

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

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

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

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

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

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

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

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

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

## 22. CANCELLATION

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

| Sourcewell | The Gordian Group Inc. |
|---|---|
| DocuSigned by: Jeremy Schwartz C0FD2A139D06489... | DocuSigned by: Ammon T. Lesher 2905845C404D406... |
| By: _____ | By: _____ |
| Jeremy Schwartz | Ammon T. Lesher |
| Title: Chief Procurement Officer | Title: Vice President and General Counsel |
| Date: 6/3/2021 \| 2:51 PM CDT | Date: 6/7/2021 \| 11:21 AM CDT |

Approved:

DocuSigned by:
Chad Coauette
7E42B8F817A64CC...

By: _____
Chad Coauette
Title: Executive Director/CEO

Date: 6/7/2021 | 12:23 PM CDT