

**Solicitation Number: RFP #020421****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Ernst & Young LLP, 1775 Tysons Blvd., McLean VA 22102 (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 Facility Assessment and Planning with Related 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 March 24, 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 Services furnished will be performed with due care and professional competence and in accordance with professional standards applicable to Vendor in its performance. Vendor does not provide any other warranties, express or implied, regarding the Services including but not limited to implied warranties of merchantability and fitness for a particular purpose.

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 Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

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

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.

Vendor may terminate an order, in whole or in part, immediately upon a reasonable determination that Vendor can no longer provide the services in accordance with applicable law or rules of professional conduct.

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 Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

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

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcwell 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 Sourcwell 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;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell 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 Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcwell 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 Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

10. 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, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, that the Indemnified Parties may incur due to claims of third parties arising from injury or death to person(s) or tangible property alleged to have been caused by negligence or intentional misconduct of Vendor, including Vendor's employees, agents, and subcontractors. However, in no event will Vendor be liable for consequential, incidental, indirect, punitive or special damages. Vendor's indemnification or liability obligations to a Sourcewell Participating Entity, if any, will be as set forth in the services agreement between Vendor and the Participating Entity, and subject to the limitations set forth therein.

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 the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Intentionally omitted. .
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of Vendor to grant sublicenses to its 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. Vendor will be responsible for any breach of this Article by any of its respective sublicensees.
3. *Use; Quality Control.*
 - a. Intentionally omitted.

- 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. Vendor agrees to use, and to cause its Permitted Sublicensees to use, the Sourcewell's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice, Vendor 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 Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability that includes coverage for Network Security and Privacy 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 including 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:
\$4,000,000 per claim or event
\$4,000,000 – annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcwell a certificate of insurance, as evidence of the insurance required under this Contract. Within 10 days of the renewal date of the policy(ies), renewal certificates must be mailed to Sourcwell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcwell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcwell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The additional insured status may be satisfied by a blanket additional insured endorsement. 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.** Except for professional liability policy, 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 for claims related to Vendor's negligence. 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. Vendor may cancel this Contract immediately upon determination that Vendor can no longer provide the services in accordance with applicable law or rules of professional conduct. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell
DocuSigned by:
Jeremy Schwartz
By: _____
C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
4/20/2021 | 2:31 PM CDT
Date: _____

Ernst & Young LLP
DocuSigned by:
Genevieve Hanson
By: _____
9E479D2906E6455...
Genevieve Hanson
Title: Principal
4/20/2021 | 6:42 AM PDT
Date: _____

Approved:
DocuSigned by:
Chad Coauette
By: _____
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
4/20/2021 | 2:32 PM CDT
Date: _____

RFP 020421 - Facility Assessment and Planning with Related Services

Vendor Details

Company Name: Ernst & Young LLP
Address: 5 Times Square
New York, New York 10036
Contact: Deva Brannen
Email: Deva.Brannen@ey.com
Phone: 703-747-0769 1
HST#: 346565596

Submission Details

Created On: Friday January 22, 2021 09:59:16
Submitted On: Thursday February 04, 2021 15:10:13
Submitted By: Stephen Clawson
Email: Stephen.Clawson@ey.com
Transaction #: bbee5937-0c9c-4475-8c5d-9f1067897446
Submitter's IP Address: 173.66.10.45

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

| Line Item | Question | Response * |
|-----------|--|---|
| 1 | Proposer Legal Name (and applicable d/b/a, if any): | Ernst & Young LLP will be the prime contractor for this contract. As a member of the EY global network of firms, EY can make available the full resources of EY member firms to Sourcewell. |
| 2 | Proposer Address: | 1775 Tysons Blvd McLean, VA 22102 USA |
| 3 | Proposer website address: | ey.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): | Deva Brannen Associate Director of Contracts 1775 Tysons Blvd McLean, Virginia, 22102 USA deva.brannen@ey.com +1 703 747 0769 |
| 5 | Proposer's primary contact for this proposal (name, title, address, email address & phone): | Genevieve Hanson Principal, Corporate Real Estate (Government and Public Sector) 1775 Tysons Blvd McLean, VA 22102 USA genevieve.hanson@ey.com +1 703 338 7155 |
| 6 | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone): | Deva Brannen Associate Director of Contracts 1775 Tysons Blvd McLean, Virginia, 22102 USA deva.brannen@ey.com +1 703 747 0769 |

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. | Ernst & Young ("EY") is one of the world's oldest, largest and fastest-growing integrated professional services organizations and a global leader in assurance, tax, transaction and advisory services. EY member firms are united by a single operating structure and a common culture of innovation and knowledge sharing. EY's roots date back to the 19th century, when founders Arthur Young and Alwin C. Ernst independently formed the firms of Arthur Young & Company and Ernst & Ernst, respectively. The formation of EY as it is known today occurred in 1989, with the merger between Ernst & Whinney and Arthur Young & Co. |

| | | | |
|----|---|---|---|
| 8 | What are your company's expectations in the event of an award? | <p>In the event of an award, the EY Team anticipates Sourcewell to share the following information with us:</p> <ul style="list-style-type: none"> ▶ A list of all its members and contact information ▶ A list of all its active members and contact information ▶ Any categorization of the members (overall and active) by size, type, sector or other ▶ A shortlist of members who have already expressed, formally or informally, an interest in the services that we are providing. <p>Once under contract, we will provide Sourcewell with a protocol for its members to get in touch with us regarding potential consulting services. We will distribute this protocol to Sourcewell Members as part of our marketing plan and discuss the possibility for Sourcewell to distribute this to the members that have already expressed an interest in consulting services.</p> <p>We have no expectation in terms of sales volume from the Members. The service model we are providing is scalable.</p> | * |
| 9 | <p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.</p> | <p>EY is one of the largest and most stable professional services organizations in the world. Ernst & Young LLP is a private limited liability partnership, and we do not distribute our financial statements to parties other than our partners, principals and lenders. However, the Partnership's size and strong track record of success provide compelling evidence of our having the financial resources needed to serve Sourcewell Members.</p> <p>The Partnership is owned by approximately 3,300 US partners and principals and is a member of Ernst & Young Global Ltd., an organization whose locally owned member firms operate under the "EY" brand name in approximately 150 countries around the world. The Partnership is a substantial entity, with approximately 48,000 people working in the US.</p> <p>EY's combined global revenues of US\$37.2b for the financial year ended June 2020, an increase of 4.1% in local currency despite the global economic impact caused by COVID-19. Over the past seven years, the global EY organization (EY) has recorded strong 7.7% compound annual growth. The Partnership's long-term debt and revolving credit facilities are rated annually by Fitch Ratings, the debt rating agency. Fitch Ratings recently affirmed the Partnership's 'AA' debt rating and its 'Stable' Rating Outlook.</p> <p>In addition to maintaining a strong financial position, the Partnership maintains a comprehensive professional indemnity insurance program that is continually monitored and modified to provide coverage considered appropriate in the current operating environment. We believe our coverage is commensurate with that carried by the other Big Four firms.</p> <p>We would be pleased to have our finance organization discuss the Partnership's financial resources and stability with you at your request.</p> | * |
| 10 | What is your US market share for the solutions that you are proposing? | <p>We are a market leader with more than a century of success providing professional services in the valuation, real estate and government spaces. We have teamed with NV5, a firm voted one of the 100 Fastest Growing Firms by NASDAQ and a Hot Firm by the Zweig Group in 2020, and with WSP which is among the largest and most successful engineering firms in North America.</p> | * |
| 11 | What is your Canadian market share for the solutions that you are proposing? | <p>We are a market leader with more than a century of success providing professional services in the valuation, real estate and government spaces. We have teamed with NV5, a firm voted one of the 100 Fastest Growing Firms by NASDAQ and a Hot Firm by the Zweig Group in 2020, and with WSP which is among the largest and most successful engineering firms in North America.</p> | * |
| 12 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail. | <p>None of the firms in the EY Team (EY, NV5, WSP) have ever petitioned for bankruptcy protection.</p> | * |
| 13 | <p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p> | <p>The firms in the EY Team are best described as service providers and their service force are their employees. EY does not have a "sales force" per se. It has business development professionals, responsible for helping identify purchasers for all services that EY offers. It also has relationship professionals, who manage and maintain relationships with buyers across the countries. Additionally, every professional employee, whatever the level, has a business development responsibility.</p> | * |

| | | | |
|----|---|---|---|
| 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. | The EY Team holds a combination of licenses, designations or certifications for a wide range of work performed that is relevant to the business contemplated by this RFP, from financial advisory, valuation, and auditing to engineering, planning and project management, among others, in the 50 US states, the District of Columbia and certain US territories, as well as Canada, adhering to laws and regulations of local jurisdictions when applicable. | * |
| 15 | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years. | Within the past ten (10) years, none of the firms in the EY Team have been lawfully terminated, suspended, or precluded from participating in any public procurement activity with a federal, state, or local government or education agency. | * |

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 | NV5 has been recognized as a recipient of the following awards and accolades including the following in 2020: #13 on ENR's Top 100 Pure Designers List, #18 on ENR Top 20 Designer Firm by Sector: Power List, # 9 on ENR Top California Design Firms and #92 on ENR's Top 200 Environmental Firms. WSP has received numerous awards locally and nationally. In 2017 and 2018, it was ranked by Crain's New York Business as the largest engineering firm in the New York area. Consulting Specifying Engineer ranked WSP number 5 among MEP ("Mechanical, Electrical, Plumbing") Giants in 2018 (https://www.csemag.com/events-and-awards/mep-giants/2018-mep-giants-ranking.html). Building Design + Construction ranked WSP number 5 of the largest architecture, engineering and construction firms in 2018 (https://www.bdcnetwork.com/top-65-bim-engineering-ea-firms-2018-giants-300-report). In 2018, Engineering News Record ("ENR") ranked WSP as number 1 among the Top 100 Pure Design Firms and listed WSP in its top 100 Green Buildings Design Firms. WSP also ranked in the top 5 in ENR Global Sourcebook Rankings | * |
| 17 | What percentage of your sales are to the governmental sector in the past three years | The Partnership's fiscal year 2020 total revenues, which include expenses billed to clients and amounts billed to other EY member firms (i.e., inter-firm revenues), approximated US\$15.8 billion. Our sales to the governmental sector is a small percentage of this amount. | * |
| 18 | What percentage of your sales are to the education sector in the past three years | The Partnership's fiscal year 2020 total revenues, which include expenses billed to clients and amounts billed to other EY member firms (i.e., inter-firm revenues), approximated US\$15.8 billion. Our sales to the educational sector is a small percentage of this amount. | * |
| 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? | We have had hundreds of state, provincial, and cooperative purchasing vehicles over the past 3 years. The Partnership's fiscal year 2020 total revenues, which include expenses billed to clients and amounts billed to other EY member firms (i.e., inter-firm revenues), approximated US\$15.8 billion. Our sales under these contracts is a small percentage of this amount. | * |
| 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? | We hold GSA IT-70, PSS, and OASIS. Sales over the past 3 years were \$684,086,354. | * |

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 * | |
|----------------------|----------------|----------------|---|
| State of New Jersey | Michael Kanef | (609) 984-4888 | * |
| Federal City Council | Kevin Clinton | (202) 223-4560 | * |
| NOAA | Basil Brown | 301-427-8795 | * |

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 * |
|-------------|---------------|--------------------|-----------------|------------------------|----------------------------------|
|-------------|---------------|--------------------|-----------------|------------------------|----------------------------------|

| | | | | | | |
|----------------------------------|------------|---------------------------|---|---|---|---|
| Navy | Government | District of Columbia - DC | Develop consistent telework and remote work approaches across the DON that integrates facilities, human resources, and technology: Improve employee experience and attract the best talent, Ensure technology expands effective collaboration, Re-imagine facility footprints to be efficient and drive employee engagement and satisfaction (portfolio right-size), Project approach: (16-month project). | 700k personnel 22M SF administrative office space (US only) | In excess of \$1,000,000 | * |
| State of New Jersey | Government | New Jersey - NJ | Identify and prioritize savings from a data- fragmented and antiquated real estate portfolio to help fund the State's pension obligations and mitigate budget challenges | Identified potential targets for monetization from 20,000 assets to 400 | In excess of \$1,000,000 | * |
| Federal City Council (FCC) of DC | Non-Profit | District of Columbia - DC | EY was tasked by the Federal City Council and Mayor of the district of Columbia to review their covid-19 response. The District was interested in undertaking a sector-level analysis to deepen their understanding of the Covid-19 pandemic. It has impacted key areas and various industries in addition to the Districts economy leaving a lasting impact for the coming months and years. The purpose of this analysis was to inform the District and economic development partners on how to support and sustain core industries and realize new opportunities for economic growth. | The study encompassed the Districts Real Estate and Construction sectors, large and small businesses issues and government support. | Pro-Bono work valued in excess of \$500,000 | * |
| City of Los Angeles | Government | California - CA | EY was enlisted to provide real estate and financial advisory assistance to the city of Los Angeles. The city was devising a plan regarding 2 million square feet of owned and leased space at the downtown LA Civic Center (LACC). The property was in a disparate and low-usage area. EY sat down with the necessary officials to conclude how the city desired to proceed and what goals they had. By consolidating space in the downtown area, the city aimed to use less space overall, move into owned space vs. leased space, enjoy higher-performing/sustainable space, assure better-maintained buildings and generate revenue from private real estate development in the redeveloping downtown area. | 2 million square feet of owned and leased space | In excess of \$2,000,000 | * |

| | | | | | | |
|--------------------------|-----------|--------------|--|--|--------------------------|---|
| Arizona State University | Education | Arizona - AZ | EY served as financial real estate advisors to ASU on all of their non-academic real estate transactions for a period of six years. Over that period, EY evaluated and disposed of excess real estate holdings; assisted with negotiation of land leases, real estate purchases and sales; completed market and cash flow analyses, structured GPLET in-lieu deal points and evaluated redevelopment opportunities on their four Phoenix-area campuses. EY has also participated in several developer selection processes for a mixed-use project, University Center, and student housing developments. EY analyzed the feasibility of two conference center hotels as part of our analysis. | Participated in several developer selection processes for a mixed-use project, University Center, and student housing developments. Analyzed the feasibility of two conference center hotels | In excess of \$3,000,000 | * |
|--------------------------|-----------|--------------|--|--|--------------------------|---|

Table 6: Ability to Sell and Deliver Service

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

| Line Item | Question | Response * | |
|-----------|---|--|---|
| 23 | Sales force. | The firms in the EY Team are best described as service providers and their service force are their employees. EY's unified approach to client services allow us to provide clients with access to our 270,000 professionals globally, with over 48,000 professionals located in the US and 5,600 in Canada. We have 93 offices in 40 states across the US and 16 offices throughout Canada's provinces. In the US and Canada, we have more than 2,000 professionals specialized in the telecommunications sector, more than 800 professionals in valuation and business modeling, more than 2,400 professionals in our government and public sector practice, and more than 100 professionals specialized in infrastructure finance and procurement. | * |
| 24 | Dealer network or other distribution methods. | The firms in the EY Team are best described as service providers and their service force are their employees. EY's unified approach to client services allow us to provide clients with access to our 270,000 professionals globally, with over 48,000 professionals located in the US and 5,600 in Canada. We have 93 offices in 40 states across the US and 16 offices throughout Canada's provinces. In the US and Canada, we have more than 2,000 professionals specialized in the telecommunications sector, more than 800 professionals in valuation and business modeling, more than 2,400 professionals in our government and public sector practice, and more than 100 professionals specialized in infrastructure finance and procurement. | * |
| 25 | Service force. | The firms in the EY Team are best described as service providers and their service force are their employees. EY's unified approach to client services allow us to provide clients with access to our 270,000 professionals globally, with over 48,000 professionals located in the US and 5,600 in Canada. We have 93 offices in 40 states across the US and 16 offices throughout Canada's provinces. In the US and Canada, we have more than 2,000 professionals specialized in the telecommunications sector, more than 800 professionals in valuation and business modeling, more than 2,400 professionals in our government and public sector practice, and more than 100 professionals specialized in infrastructure finance and procurement. | * |

| | | | |
|----|--|--|---|
| 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. | When receiving a client's request, we typically respond within one week, set up an initial phone discussion within an additional week. It may take two to three weeks to clear regulatory prohibitions and independence. At the latest, we can start working on a project one month and a half after the potential client has initiated contact with us. The duration of projects typically vary from four weeks for the simplest ones to two years for the largest more complex ones. Expectations and commitments are set at the start of the project. | * |
| 27 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States. | In the US and Canada, we have more than 2,000 professionals specialized in the telecommunications sector, more than 800 professionals in valuation and business modeling, more than 2,400 professionals in our government and public sector practice, and more than 100 professionals specialized in infrastructure finance and procurement. All of which we will use to provide the necessary services. | * |
| 28 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada. | In the US and Canada, we have more than 2,000 professionals specialized in the telecommunications sector, more than 800 professionals in valuation and business modeling, more than 2,400 professionals in our government and public sector practice, and more than 100 professionals specialized in infrastructure finance and procurement. All of which we will use to provide the necessary services. | * |
| 29 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract. | NA | * |
| 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? | The EY Team will be able to serve the Sourcewell Member sector, with the exception of situations where a relationship would be prohibited due to reasons including, but not limited to: a conflict of interest, applicable law, regulation or professional standards (e.g. auditor independence). | * |
| 31 | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories. | The EY Team does not have any specific contract requirements or restrictions that would apply to Sourcewell Members in Hawaii, Alaska and in US Territories. Respectively, the EY Team may require larger minimum orders if on-site work is required in those states/ territories. We may also bring in additional local subcontractors to better service these locations. | * |

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. | EY's marketing strategy will focus on three major activities: (i) education, (ii) use of digital tools, and (iii) facilitation of local campaigns with Sourcewell Members. To accomplish these activities, EY will develop marketing materials and leverage printed and digital tools, as well as its on-the-ground local teams. Examples of materials quoted in the EY Team's marketing strategy below are provided in a table further down in this response. Appendix 4 on FCC ruling also provide an example of topic for which the EY Team could develop targeted educational material for Sourcewell Members. | * |
| 33 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness. | EY utilizes a variety of social media platforms as well as webcasts and webinars to market this contract and ourselves. We have a large PR team focused on providing cutting edge market reports and press releases to display our skills and past accomplishments. In a virtual environment we have only increased our digital marketing and have reached new heights. | * |
| 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? | EY would integrate the Sourcewell-awarded contract by working with Sourcewell to bolster communication between with its members and EY in order to tailor our services for Sourcewell Members. EY asks Sourcewell to do the following to best integrate the contract into our sales process: (1) allow EY access to their membership list OR send regular emails on our behalf to notify and remind members of our services, (2) send webinars/webcasts invites that explain EY services. Sourcewell will be valuable for distributing information of our services, but also allow us to receive pertinent feedback from its members. In order to do so, we would ask Sourcewell to (3) help compile members' feedback of our services or redirect responses to EY by creating a feedback portal between Sourcewell Members and EY management. | * |
| 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. | Regarding e-Procurement, professional services at EY are not typically procured through e-Procurement, however for the offerings at the I and II Sourcewell Member levels (i.e., less complex Sourcewell Members, defined in our response to Question 3, Form A), EY will create an email and phone line for potential purchasers to make time sensitive requests to enhance feedback and close the contract in a timely manner. | * |

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. | NA |
| 37 | Describe any technological advances that your proposed products or services offer. | EY offers a market tested location based (geographical information system or "GIS") model and tool capable of mapping, market sizing, and providing an understanding of the commercial value of right-of-way. The market assessment tool also combines business modeling capabilities and large data sets to deliver very complex and comprehensive output for its users to develop several commercial and procurement scenarios. The technology tool has been used with several major department of transportations (i.e., two of the top five largest transportation agencies in the country) as well as with other public sector agencies. The specific advantage of the technology tool is that it can address market commercial topics on a county, census block, mile-by-mile, or street level as appropriate. The tool seamlessly connects more than four separate technology platforms that otherwise only deliver solutions for one pointed topic. Given the nature of client needs, which are highly similar to Sourcewell Member needs, EY's has developed this technology tool and has proven its value to a diverse set of public sector clients over time. EY expects to deliver this technology solution to larger, more complex Sourcewell Members. |
| 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. | We are greening our offices and travel: Nearly all of our carbon output comes from two sources: office energy consumption and business travel. We're implementing measurable actions to increase energy efficiency in our offices such as certifying our offices to be LEED, be smarter and greener about business travel (particularly air travel) such as upgrading videoconferencing capabilities. At the same time, we seek to reduce waste and work in our communities to promote responsible treatment of the environment. |
| 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. | NA |
| 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. | NA |
| 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? | The EY Team is a market leader in business and financial advisory services to public agencies for major infrastructure projects and P3s, and is also recognized as technical advisor with significant telecom experience. EY brings professionals with deep expertise and experience, as well as appropriate licenses and certifications. Our consultants are at the cutting edge of innovation, having worked on the most innovative projects in the US and Canada, while keeping up-to-speed with market developments. Our real estate valuation practice values approximately \$1 trillion of real estate assets every year. Our telecommunications strategic team has developed a proprietary EY geospatial tool to help inform our clients' design and build-out strategy of their telecommunication infrastructure needs. The EY Team's geographic breadth, makes it truly unique as it combines it global dimension with a national footprint in both the US and Canada. This geographic breadth will allow us to deliver a multitude of engagements simultaneously. As such, EY has the resources to develop a successful marketing plan and sell the Sourcewell contract to a multitude of government agencies. |

Table 9: Warranty

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

| Line Item | Question | Response * |
|-----------|---|---|
| 42 | Do your warranties cover all products, parts, and labor? | EY Team 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, EY Team warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. |
| 43 | Do your warranties impose usage restrictions or other limitations that adversely affect coverage? | EY Team warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. |
| 44 | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? | EY Team 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, EY Team warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. |
| 45 | Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair? | EY Team's dealers and distributors agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. |
| 46 | Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer? | Any manufacturer's warranty that is effective past the expiration of the EY Team's warranty will be passed on to the Participating Entity. |
| 47 | What are your proposed exchange and return programs and policies? | In addition, EY Team warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. |
| 48 | Describe any service contract options for the items included in your proposal. | NA |

Table 10: Payment Terms and Financing Options

| Line Item | Question | Response * |
|-----------|---|--|
| 49 | What are your payment terms (e.g., net 10, net 30)? | Net 30. |
| 50 | Describe any leasing or financing options available for use by educational or governmental entities. | NA |
| 51 | Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders. | Orders are managed and tracked by our contracts and engagement teams. The contract vehicle is noted and whether or not sales reporting is required. The teams compile the sales and report in based on the contractual requirements on or before the date due. |
| 52 | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process? | No, NA. |

Table 11: Pricing and Delivery

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

| Line Item | Question | Response * |
|-----------|---|---|
| 53 | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the 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. | The total costs of acquisition to engage the EY Team at five example levels of effort on a time and materials basis are outlined in the Pricing Structure section of the proposal. Line-item pricing is inclusive of applicable list prices and scope items covered under the effort assumption. All prices listed are in 2020 US Dollars. Additional costs not included in total cost of acquisition are detailed in the Pricing Structure section. |
| 54 | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range. | Additional negotiations applicable to combined services. |
| 55 | Describe any quantity or volume discounts or rebate programs that you offer. | Percentage discounts are offered based on volume in magnitude of effort. The example pricing shows a discount of 2.0% through 8.0% based on the listed effort assumptions. |
| 56 | Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request. | NA |
| 57 | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | <p>Contract price examples above are subject to scope confirmation and specific requirements. Additional negotiations applicable to combined services.</p> <p>All EY, NV5 and WSP rates and prices will escalate at a fixed rate of 5% annually.</p> <p>Pre-approved expenses, data acquisition costs and travel are not included in the rates and prices above, and will be invoiced at cost or in accordance with mutually agreed clients travel and expense policies.</p> <p>Rate cards subject to change without notice and categories above are indicative and require further refinement based on business needs.</p> <p>The minimum order size is \$137,000 regardless of scope or combination of services, including a minimum of \$137,000 of prime contractor work. The 137,000 minimum requirement will not apply to subsequent orders by the same Sourcewell Member.</p> <p>Full details provided in the Pricing Structure section of the proposal.</p> |
| 58 | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program. | NA |
| 59 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery. | NA |
| 60 | Describe any unique distribution and/or delivery methods or options offered in your proposal. | NA |

Table 12: Pricing Offered

| Line Item | The Pricing Offered in this Proposal is: * | Comments |
|-----------|---|--|
| 61 | c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. | Percentage discounts are offered based on volume in magnitude of effort. The example pricing shows a discount of 2.0% through 8.0% based on the listed effort assumptions. |

Table 13: Audit and Administrative Fee

| Line Item | Question | Response * |
|-----------|--|--|
| 62 | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell 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 Sourcwell. | Orders are managed and tracked by our contracts and engagement teams. The contract vehicle is noted and whether or not sales reporting is required. The teams compile the sales and report in based on the contractual requirements on or before the date due. |
| 63 | Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell 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.) | The EY Team proposes Sourcwell an administrative fee of 1.0% to 2.0% of total cost of acquisition from professional service sold under this contract. Additional detail provided in the Pricing Structure section of the proposal. |

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

| Line Item | Question | Response * |
|-----------|--|---|
| 64 | Provide a detailed description of the equipment, products, and services that you are offering in your proposal. | EY Team brings together a highly accomplished team of specialists to provide an integrated offering based on facility inspection and design components. Our team has expertise is the evaluation, assessment and coordination of various types of facilities ranging from education facilities, to municipal buildings to healthcare facilities and a diverse portfolio of buildings. Our services include structural, mechanical, electrical and plumbing engineering. In addition, our specialty services include built ecology, sustainability, low voltage/security, building technology systems, commissioning/retro-commissioning, building enclosures and fire protection/life safety. |
| 65 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | The EY Team is not providing any sub-services other than the comprehensive services described in scope line items "a" through "h". However, we have included additional services and solutions available to Sourcwell Members that compliment the bespoke scope items and billed at our List Price hourly rates, as negotiated. This list is not exhaustive of the solutions and services the EY Team is prepared to offer. |

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

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

| Line Item | Category or Type | Offered * | Comments |
|-----------|--|--|----------|
| 66 | Facility and building condition assessment | <input checked="" type="radio"/> Yes <input type="radio"/> No | NA |
| 67 | Energy, utility, and emissions assessment and planning | <input checked="" type="radio"/> Yes <input type="radio"/> No | NA |
| 68 | Site, safety, and code inspections | <input checked="" type="radio"/> Yes <input type="radio"/> No | NA |
| 69 | Space utilization and planning | <input checked="" type="radio"/> Yes <input type="radio"/> No | NA |
| 70 | Feasibility, sustainability, and lifecycle assessment | <input checked="" type="radio"/> Yes <input type="radio"/> No | NA |
| 71 | Asset, capital, and deferred maintenance planning | <input checked="" type="radio"/> Yes <input type="radio"/> No | NA |
| 72 | Benchmarking services | <input checked="" type="radio"/> Yes <input type="radio"/> No | NA |
| 73 | Project selection, budget development, and program management services related to the solutions described above. | <input checked="" type="radio"/> Yes <input type="radio"/> No | NA |

Table 15: Industry Specific Questions

| Line Item | Question | Response * |
|-----------|---|--|
| 74 | 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. | If awarded the contact we will utilize the various tool EY has at its disposal to track success. As done is similar work we conduct client satisfaction interviews and surveys. Additionally, we will review the work brought in this contract Specifically we will use our employee hours and productivity matrixes to review how much work is done and time need as well as revenue. |
| 75 | Describe the approach(es) used by your company to align recommendations with an owner's mission, values and goals. | EY utilizes stakeholder interviews to understand our clients and align our work with their goals and mission. This work is displayed by our work in the government and public sector in which we tailor our staff and deliverable to meet client needs. |
| 76 | Describe your processes or strategies for communications with an owner at applicable project milestones or events. | We make it a goal to hold constant communication during projects to discuss the work that is being done and how to improve. This is done by holding bi-weekly meetings during engagements. These meetings are held with lesser stakeholders and executive levels. |
| 77 | Describe the approach(es) or method(s) used by your company to develop project prioritization recommendations. | We meet with clients at the beginning of engagements to ensure we prioritize correctly. While the engagement continues as previously stated we continually hold meetings with leaders within agencies and organizations to ensure we are producing the best content and on the correct topics. |
| 78 | Describe your offerings in terms of addressing an owner's sustainability goals or targets . | We work with owners to locate the most optimal reductions to meet their sustainability goals. Our internal Climate Change and Sustainability Services (CCaSS) professionals specialize in aligning goals to initiatives and use measurements and metrics such as carbon footprint and energy consumption to achieve and exceed client goals and targets. |

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.

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

- c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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_6_Facility_Assessment_and_Planning_with_Related_Services_RFP_020421 Fri January 29 2021 07:52 AM | <input checked="" type="checkbox"/> | 2 |
| Addendum_5_Facility_Assessment_and_Planning_with_Related_Services_RFP_020421 Wed January 27 2021 03:08 PM | <input checked="" type="checkbox"/> | 1 |
| Addendum_4_Facility_Assessment_and_Planning_with_Related_Services_RFP_020421 Mon January 25 2021 08:08 AM | <input checked="" type="checkbox"/> | 2 |
| Addendum_3_Facility_Assessment_and_Planning_with_Related_Services_RFP_020421 Mon January 4 2021 04:26 PM | <input checked="" type="checkbox"/> | 1 |
| Addendum_2_Facility_Assessment_and_Planning_with_Related_Services_RFP_020421 Mon January 4 2021 10:44 AM | <input checked="" type="checkbox"/> | 1 |
| Addendum_1_Facility_Assessment_and_Planning_with_Related_Services_RFP_020421 Wed December 23 2020 09:44 AM | <input checked="" type="checkbox"/> | 1 |