



**MASTER AGREEMENT #102424**  
**CATEGORY: Facility Assessment and Planning with Related Services**  
**SUPPLIER: Legence Holdings LLC**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Legence Holdings LLC, 1601 Las Plumas Avenue, San Jose, CA 95133 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:**  
**General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on January 3, 2029, unless it is cancelled or extended as defined in this Agreement.
- a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
- b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #102424 to Participating Entities. In Scope solutions include:
- a) Facility and building condition assessment and auditing;
  - b) Energy, utility, and emissions assessment and planning;
  - c) Site, safety, and code inspections;
  - d) Space utilization and planning;
  - e) Geographic information system (GIS) services
  - f) Feasibility, sustainability, and lifecycle assessment;
  - g) Asset, capital, and deferred maintenance planning and asset classification;
  - h) Benchmarking services and quality assurance;
  - i) Project management and coordination with facility owners;
  - j) Contract management and financial monitoring; and
  - k) Budget development, and program management services.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

**13) Supplier Representations:**

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
- ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcwell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier 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 any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement 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 have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements 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.

ii) **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. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **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, 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 Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **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. Supplier

certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **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). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **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. Supplier 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.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers 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. Suppliers 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. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier 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.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier 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.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier 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.

- xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.
- xii) **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.
- xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.
- xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.
- xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.
- xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.
- xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

## **Article 2: Sourcewell and Supplier Obligations**

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
  - Identify the applicable Sourcewell Agreement number;
  - Clearly specify the requested change;
  - Provide sufficient detail to justify the requested change;
  - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
  - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
  - Maintenance and management of this Agreement;
  - Timely response to all Sourcewell and Participating Entity inquiries; and
  - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.



- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and

maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**

a) **During the term of this Agreement:**

- i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
- ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

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

c) **Use; Quality Control.**

- i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement 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 suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement 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:
- a) **Commercial General Liability Insurance.** Supplier 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 Agreement.
    - \$1,500,000 each occurrence Bodily Injury and Property Damage
    - \$1,500,000 Personal and Advertising Injury
    - \$2,000,000 aggregate for products liability-completed operations
    - \$2,000,000 general aggregate
  - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
  - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. 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.** Supplier 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 Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier 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 Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

### **Article 3: Supplier Obligations to Participating Entities**

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

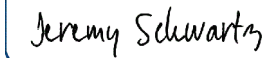
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's


standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Legence Holdings LLC

Signed by:  
  
 C0FD2A139D06489...  
 By: \_\_\_\_\_  
 Jeremy Schwartz  
 Title: Chief Procurement Officer  
 1/13/2025 | 6:32 PM CST  
 Date: \_\_\_\_\_

Signed by:  
  
 1698D59137FA439...  
 By: \_\_\_\_\_  
 Steve Hansen  
 Title: Chief Operating Officer  
 1/13/2025 | 2:59 PM CST  
 Date: \_\_\_\_\_

# RFP 102424 - Facility Assessment and Planning

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## Vendor Details

Company Name: ICS Consulting Inc.  
Does your company conduct business under any other name? If yes, please state: ICS  
Address: 1331 Tyler Street NE, Suite 101  
Minneapolis, MN 55413  
Contact: Jason Splett  
Email: jason.splett@ics-builds.com  
Phone: 218-252-8025  
HST#: 74-3180224

## Submission Details

Created On: Friday September 27, 2024 10:00:37  
Submitted On: Thursday October 24, 2024 16:08:42  
Submitted By: Jason Splett  
Email: jason.splett@ics-builds.com  
Transaction #: c5769310-cd4b-42a4-9491-30913053b7b3  
Submitter's IP Address: 68.235.109.193

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**Specifications**

**Table 1: Proposer Identity & Authorized Representatives (Not Scored)**

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

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer’s corporate organization affiliation.

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Legence Holdings LLC
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	YES
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Legence Holding LLC and it wholly owned subsidiary: a. AMA Group b. A.O. Reed & Co., LLC c. Bel-Aire Mechanical LLC d. Black Bear Energy e. CMTA f. Gilbert Mechanical Contractors LLC g. ICS h. P2S i. Provident Energy Consulting j. RE Tech Advisors k. San Jose Boiler Works l. SC Engineers m. Therma LLC n. VarcoMac LLC o. Yearout Mechanical LLC
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Legence Holdings LLC CAGE Code: 96SG8 Legence Holdings LLC UEID: J9MUCV1ALHH1
5	Provide your NAICS code applicable to Solutions proposed.	236220: Commercial and Institutional Building Construction 238220: Plumbing, Heating and Air Conditioning Contractors 238210: Electrical Contractors and Other Wiring Installation 541330: Engineering Services 541690: Energy Consulting Services
6	Proposer Physical Address:	1601 Las Plumas Avenue, San Jose, CA 95133
7	Proposer website address (or addresses):	<a href="https://www.wearelegence.com">https://www.wearelegence.com</a>
8	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):	Steve Hansen Chief Operating Officer 1601 Las Plumas Avenue San Jose, CA 95133 Steve.Hansen@wearelegence.com D. 408-347-3400
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Ryan Seithel VP, Enterprise Sales & Solutions 1601 Las Plumas Avenue, San Jose, CA 95133 ryan.seithel@wearelegence.com O: 408-347-3400 M: 952-857-9753

10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	<p>Myles Soverel Business Development Director 1601 Las Plumas Avenue, San Jose, CA 95133 Myles.soverel@wearelegence.com O: 773.636.7138</p> <p>Jason Splett Business Development Director 104 Park Avenue North, Suite 104 Jason.splett@ics-builds.com O: 763-354-2670 M: 218-252-8025</p> <p>Phil Solomon Regional Manager 1400 N. Providence Rd Building 2, Suite 4025 Media, PA 19063 Phil.solomon@ics-builds.com M: 215-479-3543</p>
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**Table 2A: Financial Viability and Marketplace Success (50 Points)**

Line Item	Question	Response *
11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>Legence is comprised of a legion of companies centered around transforming existing facilities or building new facilities that are efficient, healthy and sustainable. We believe that this should be the norm and not an exception as we look to the future.</p> <p>Our Mission - Deliver high-performance buildings by leveraging our teams' integrated approach, technical expertise, and passion for our customers, communities, and colleagues.</p> <p>Our purpose - Improve the well-being of people and the planet by unlocking the energy efficiency potential of buildings.</p> <p>Over our 110-year history, we have grown from a single company to a legion of companies, each with its own unique expertise and contribution to our overall mission. Our longevity in the industry is a testament to our ability to adapt and innovate in a constantly changing landscape.</p> <p>Legence' s operating companies span a wide range of services, from long range planning, cost estimating, mechanical and electrical engineering, construction management, mechanical, electrical and plumbing services to renewable energy solutions, and more. Each company brings its unique expertise to the table, contributing to one of Legence' s core values - Improve the well-being of people and the planet by unlocking the energy efficiency potential of buildings.</p>
12	What are your company's expectations in the event of an award?	<p>We expect, with Sourcwell's history of successful contract interactions and extensive customer network across the country, we will have the opportunity to expand our suite of facility services to a broader customer base and expand our geographical presence. With over 10,000 current customers in our US customer base, we also expect that we may leverage this award to expand our planning, project implementation and ongoing maintenance services to many of our existing governmental clients.</p>
13	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. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	<p>Legence has grown revenue and total assets annually by 41% and 20% respectively, since 2021. Growth has been attributable to both organic and through acquisitions. In addition to P&amp;L growth, as of June 2024 Legence maintains ample liquidity, consisting of \$289mm. Additionally, as of June 2024, Legence maintains \$612mm of bonding capacity, significant capacity to support future projects.</p> <p>Blackstone, our majority equity holder, is a blue-chip alternative asset manager with over \$1 trillion in assets under management.</p> <p>Please see table attachment for additional financial information.</p>
14	What is your US market share for the Solutions that you are proposing?	Less than 5%.
15	What is your Canadian market share for the Solutions that you are proposing?	0% - Legence does not serve the Canadian market at this time.



16	<p>Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.</p>	<p>Legence has not had any bankruptcy.</p>
17	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b).</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>Legence is primarily a service provider, focusing on improving the performance of the built environment by offering planning, cost estimating, mechanical and electrical engineering, construction management, mechanical, electrical, plumbing and renewable energy solutions.</p> <p>Legence employs over 100 sales professionals in 70+ offices across the United States. In addition, we have approximately 6,500 employees from coast to coast that are dedicated to planning, building construction or maintenance. Our teams work closely with each client to understand their specific needs and develop customized solutions that meet those needs. All individuals involved in delivering our services, from sales to service, are Legence employees. We do not outsource our services to third parties. This ensures we maintain control over the quality of our services and can provide the highest level of service to our clients.</p>

<p>18</p>	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Legence holds a variety of licenses and certifications to ensure compliance and maintain high standards in their operations. Here are some of the specific licenses and certifications held by Legence:</p> <p>Planning</p> <ul style="list-style-type: none"> <li>- Facilities Management Planners (FMP)</li> </ul> <p>Energy</p> <ul style="list-style-type: none"> <li>- Business Energy Professionals (BEP)</li> <li>- Certified Energy Managers (CEM)</li> <li>- Certified Energy Auditors (CEA)</li> <li>- Leadership in Energy and Environmental Design Accredited Professional (LEED AP)</li> <li>- LEED AP BD+C (Building Design + Construction)</li> <li>- Commercial Energy Inspectors (IECC),</li> </ul> <p>Roofing/Building Envelope</p> <ul style="list-style-type: none"> <li>- Certified Infrared Thermographers (CIT),</li> </ul> <p>Building Systems (HVAC, Lighting, Controls, etc.)</p> <ul style="list-style-type: none"> <li>- Professional Engineers (PE)</li> <li>- Engineers in Training (EIT)</li> <li>- Lighting Certified Designers (LC)</li> <li>- Fire Protection Engineers (FPE)</li> </ul> <p>Indoor Air Quality</p> <ul style="list-style-type: none"> <li>- Registered Professional Industrial Hygienist (APIH)</li> <li>- National Environment Balancing Bureau (NEBB)</li> </ul> <p>Construction Implementation</p> <ul style="list-style-type: none"> <li>- Construction Documents Technologist (CDT)</li> <li>- Construction Risk and Insurance Specialist (CRIS)</li> <li>- Board Certified Building Inspection Engineers</li> <li>- Construction Specifications Institute (CSI)</li> <li>- Project Management Professionals (PMP)</li> <li>- Educational Facilities Professionals (EFPAPPA)</li> </ul> <p>Commissioning</p> <ul style="list-style-type: none"> <li>- Commissioning Process Management Professionals (CPMP)</li> <li>- Certified Building Commissioning Professionals (CBCP)</li> <li>- Existing Building Commissioning Professionals (EBCP)</li> <li>- Building Enclosure Commissioning Process Providers (BECxP)</li> <li>- Certified Commissioning Authority (CxA)</li> <li>- Accredited Cx Authority + Building Enclosure (CxA + BE)</li> <li>- Qualified Commissioning Process Provider (QCxP)</li> <li>- Associate Commissioning Professional (BCxA ACP)</li> </ul> <p>Other Specialties</p> <ul style="list-style-type: none"> <li>- Building Performance Institute – Building Analyst Professional (BAP)</li> <li>- Safety Assessment Program Evaluator</li> </ul> <p>Additionally, Legence collaborates with various third parties and subcontractors who are also required to hold relevant licenses and certifications to perform their work effectively and in compliance with industry standards.</p> <p>Legence's Energy Advisory &amp; Sustainability Consulting Service Providers, hold over 240 Professional Engineer (PE) licenses. Legence firms also possess numerous general contractors licenses in dozens of states and localities, as required by that local jurisdiction., essential for implementing energy based improvements and construction management services as a result of planning services. Legence firms have accredited members of prestigious organizations such as the United States Green Building Council (USGBC), the American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE), and association of Energy Engineers (AEE). Additionally, Legence firm CMTA is recognized as one of the 100 Department of Energy Qualified Energy Service Companies.</p>
<p>19</p>	<p>Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.</p>	<p>N/A</p>
<p>20</p>	<p>Describe any relevant industry awards or recognition that your company has received in the past five years.</p>	<p>PROJECT-SPECIFIC K-12 AWARDS                  CMTA Awards for K-12 Schools                  ■ 1st Place ASHRAE Society Technology Award for LCPS                  Aldie Elementary School</p>

- 1st Place ASHRAE Society Technology Award for Baltimore City Public Schools and Graceland & Holabird Schools
- 1st Place ASHRAE Society Technology Award for Cincinnati Public Schools Mercy High School
- 1st Place ASHRAE Region VII Technology Award for Greenwood High School
- 1st Place ASHRAE Region XII Technology Award for NeoCity Academy STEM School
- 1st Place ASHRAE Society Technology Award for Discovery Elementary School
- 1st Place ASHRAE Region VII Technology Award for Berkeley County Schools
- 1st Place ASHRAE Region VII Technology Award for Cox's Creek Elementary School
- ASHRAE Society Technology Award, Honorable Mention for Cox's Creek Elementary School
- AIA COTE Award for Discovery Elementary School
- 2nd Place ASHRAE Society Technology Award for DCPS John Lewis Elementary School
- 2nd Place ASHRAE Society Technology Award for Alice West Fleet Elementary School
- 2nd Place ASHRAE Society Technology Award for Frederick Douglass High School
- Learning By Design, Outstanding Project Award for Barkley Elementary School
- Learning By Design, Outstanding Project Award for Norton Commons Elementary School
- ENR MidAtlantic Best K-12 Project Award for DC Public Schools Benjamin Banneker High School
- ENR MidAtlantic Best K-12 Project Award for DC Public Schools John Lewis Elementary School
- Center for the Built Environment, Livable Buildings Award for Cele Middle School
- American School & University, William W. Caudill Citation Award for Gloria Marshall Elementary School
- American School & University, Outstanding Design Award for Madeira High School
- American School & University, Special Citation Award for Richardsville Elementary School

P2S Awards for K-12 Schools

- Top K-12 Sector Engineering Firm Building Design + Construction Magazine (BD+C)
- Association of Energy Engineers (AEE), Energy Project of the Year, Avenal Child Day Care, Paramount Farms, CA
- American Council of Engineering Companies (ACEC-CA), Engineering Excellence Merit Award, Avenal Child Day Care, Paramount Farms, CA
- Illuminating Engineering Society of America (IESNA) Lumen Award, Energy & Environmental Design, Avenal Child Day Care, Paramount Farms, CA

- CMTA awarded 11 ASHRAE Regional Technology Awards and 6 ASHRAE International Technology Awards in 2023; the trusted professionals at CMTA show consistent execution in the design of innovative technological concepts that enhance occupant comfort, indoor air quality, and energy conservation
- CMTA Engineers Featured in Consulting-Specifying Engineer Magazine's 40 under 40 — Roger Maybrier, Steve Torre, and Johnathan Stewart made the 40 Under 40, highlighting our people's leadership and dedication to the science and strategy of high-performance buildings
- CMTA is ranked #136 in Engineering News-Record's 2024 Top 500 Design Firm rankings, up 29 spots from last year's #165
- Our CMTA marketing team was honored with two awards at the Annual SMPS Heartland Regional Conference at the end of April 2024: the first-place award recognizes the promotional campaign for the geothermal system at the Louisville Regional Airport Authority Muhammad Ali International Airport, and the third-place award highlighted the innovation of the use of a children's book in a winning interview for Miami-Dade County Public Schools

P2S

- P2S was awarded the Sustainability Leadership Award by the Business Intelligence Group for the second year in a row; this

		award honors organizations across various industries that have made sustainability an integral part of their business practice ■ Emily Boss, an electrical professional at P2S, made the 30 Under 30 All-Stars by demonstrating a deep level of innovation and creativity in incorporating technology into their project	
21	What percentage of your sales are to the governmental sector in the past three years?	7%	*
22	What percentage of your sales are to the education sector in the past three years?	22%	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	TIPS – \$400,000 KEDC - \$15,000,000	*
24	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?	N/A	*

**Table 2B: References/Testimonials**

**Line Item 25.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Upper Dublin School District (PA)	Dr. Steven Yanni – Superintendent	215-643-8800	*
Staples-Motley School District (MN)	Shane Tappe – Superintendent	218-894-5400	*
Ocean View School District (CA)	James Choate – Dir- Maint, Ops & Facilities	714-847-7083	*

**Table 3: Ability to Sell and Deliver Solutions (150 Points)**

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 *
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<p>26</p>	<p>Sales force.</p>	<p>Legence is equipped with robust internal selling capabilities that span across the entirety of the organization. This is achieved by leveraging a diverse blend of national, regional, and local sales teams. These teams are strategically positioned to cater to our varied clients' unique needs, ensuring a personalized and effective service.</p> <p>On a national and regional scale, Legence boasts an Enterprise Sales team. This team is centered around managing strategic accounts and specializes in guiding clients through the comprehensive range of Legence solutions. This includes our packaged offerings, which are designed to provide a holistic solution for our clients' needs.</p> <p>At the heart of Legence' s sales force are our subsidiary companies. Within these companies, teams of sales professionals are stationed to support clients on national, regional, and local levels. However, their focus is primarily on the specific solutions their individual company represents. This ensures that our clients receive a service that is tailored to their specific needs and challenges.</p> <p>These sales teams are dispersed across our extensive network of over 70 offices through the United States. Each team is composed of a mix of dedicated Sales Professionals, Engineering Design, Account Managers, Project Managers and Service and Customer Support Providers. Project Managers and Service Providers carry a dual role, balancing project/account management responsibilities with those of a sales professional. This structure allows us to maintain a high level of service while also ensuring that each client's project is managed effectively and efficiently.</p> <p>The following provides an overview of our current distributed sales headcount:</p> <ul style="list-style-type: none"> <li>o Legence National/Regional Enterprise Sales Team: 10 Employees</li> <li>o Multi-Disciplinary Subsidiary Sales Professionals: 100+ employees</li> <li>o Seller-doer Project &amp; Account Managers: 265+ employees</li> <li>o Renewal and Retention Specialists: 20+ employees</li> </ul>
<p>27</p>	<p>Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.</p>	<p>Legence is comprised of a network of companies that each specialize in different areas of the built environment, energy efficiency, and sustainability. Below is a list of companies that are uniquely qualified to perform facility planning and assessments and to help clients plan for the future.</p> <p>Energy Advisory &amp; Sustainability Consulting Service Providers:</p> <ol style="list-style-type: none"> <li>1.) AMA Group: A multi-disciplinary MEP consulting engineering firm with regional offices in New York, California, New Jersey, and Florida</li> <li>2.) CMTA: Headquartered in Louisville, Kentucky, CMTA is a national MEP consulting engineering firm with over 50 regional offices.</li> <li>3.) ICS: Specializes in providing innovative facility solutions that help clients assess, plan, build, and operate their buildings at their very best. ICS has offices in Minnesota, North Dakota, South Dakota, and Pennsylvania.</li> <li>4.) P2S: A consulting engineering, commissioning (Cx) and construction management (CM) firm committed to innovative designs and sustainable solutions with offices in Long Beach, Seattle, San Diego, Irvine, Los Angeles, and San Jose.</li> <li>5.) RE Tech Advisors: Based in Washington DC, and with a regional office in Dallas, Texas, RE Tech Advisors designs and implements award-winning sustainability programs to help clients decarbonize and improve sustainability performance.</li> <li>6.) SC Engineers: A multi-disciplinary MEP consulting engineering firm headquarter in San Diego California.</li> </ol> <p>Solutions Delivery Service Providers (MEP Contractors)</p> <ol style="list-style-type: none"> <li>1.) A.O. Reed &amp; Co.: Located in San Diego CA, AO Reed &amp; Co is a leading mechanical and plumbing contractor with national pre-fabrication capabilities.</li> <li>2.) Bel-Aire Mechanical: Based in Phoenix AZ, this company is a leader in mechanical and plumbing contracting, providing innovative solutions that include national pre-fabrication capabilities.</li> <li>3.) Gilbert Mechanical: Provides mechanical, electrical, plumbing, HVAC controls and fire protection contracting services to Minneapolis/St. Paul MN Area.</li> <li>4.) San Jose Boiler Works: A full spectrum of boiler sales and service company that proudly serves northern California area offering new boilers, service, installation, rentals, and skid manufacturing.</li> <li>5.) Therma: Serving the San Fransico Bay Area, Therma is a leading mechanical contractor with expertise in HVAC, fabrication, process systems and more.</li> <li>6.) VarcoMac: A leading electrical services provider serving the Baltimore-Washington Metro Area, which offers HVAC control system installation in addition to its full line of electrical contracting services.</li> <li>7.) Welch's Boiler: A full spectrum boiler sales and service company that proudly serves the state of New Mexico offering new boiler sales, service, installation, rentals, and skid manufacturing.</li> <li>8.) Yearout: Yearout is the leading mechanical and plumbing contractor in the New Mexico market with national pre-fabrication capabilities.</li> </ol> <p>Each of these companies contributes to Legence' s overall mission of making the</p>

spaces we occupy healthier and more sustainable. In addition, the unique services and backgrounds of this collective group allow Legence to be an expert in all facets of facility planning, assessment and project implementation services.

Our 70+ offices across the United States include:

- Phoenix, Arizona
- El Segundo, California
- Irvine, California
- Long Beach, California
- Los Angeles, California
- Lafayette, California
- San Francisco, California
- San Diego, California
- San Jose, California
- Boulder, Colorado
- Denver, Colorado
- Golden, Colorado
- Washington, DC
- Fort Myers, Florida
- Fort Pierce, Florida
- Kissimmee, Florida
- Maitland, Florida
- Miami, Florida
- Orlando, Florida
- Tampa, Florida
- West Palm Beach, Florida
- Indianapolis, Indiana
- Lexington, Kentucky
- Paducah, Kentucky
- New Orleans, Louisiana
- Annapolis, Maryland
- Baltimore, Maryland
- Odenton, Maryland
- Prince Frederick, Maryland
- Boston, Massachusetts
- Framingham, Massachusetts
- Madison, New Jersey
- New York, New York
- Albuquerque, New Mexico
- Las Cruces, New Mexico
- Alexandria, Minnesota
- Brainerd, Minnesota
- Duluth, Minnesota
- Edina, Minnesota
- Mankato, Minnesota
- Minneapolis, Minnesota
- Park Rapids, Minnesota
- Perham, Minnesota
- Sauk Rapids, Minnesota
- Charlotte, North Carolina
- Raleigh, North Carolina
- Bismarck, North Dakota
- Fargo, North Dakota
- Grand Forks, North Dakota
- Dublin, Ohio
- Cincinnati, Ohio
- Columbus, Ohio
- Media, Pennsylvania
- Philadelphia, Pennsylvania
- Seattle, Washington
- Columbia, South Carolina
- Sioux Falls, South Dakota
- Dallas, Texas
- Houston, Texas
- Richardson, Texas
- The Woodlands, Texas
- Brentwood, Tennessee
- Chattanooga, Tennessee
- Nashville, Tennessee
- Arlington, Virginia
- Chantilly, Virginia
- Fairfax, Virginia
- McLean, Virginia
- Richmond, Virginia
- Vienna, Virginia
- Charleston, West Virginia

		<ul style="list-style-type: none"> <li>• Charles Town, West Virginia</li> <li>• Lewisburg, West Virginia</li> </ul>	
28	Service force.	<p>Legence boasts a diverse and best-in-class service and project execution workforce that is strategically stationed across the country. The team is composed of Project Development Engineers, Construction Managers and Service and Customer Support personnel, who oversee the physical execution of projects. Project managers are also a crucial part of the team, ensuring that all projects are executed seamlessly from inception to completion, while keeping within budget constraints and meeting the client's objectives. Account managers are the bridge between the client and the company, managing client relationships, and ensuring that all their needs are met satisfactorily.</p> <p>Our team also includes engineers who are at the heart of designing and implementing sustainable and efficient solutions for our clients. They utilize their technical expertise to deliver projects that align with Legence' s commitment to our customers' goals. The more than 2700 craftspeople bring the designs to life, using their skills to create functional and aesthetically pleasing spaces. Service technicians ensure that all installations and systems are properly maintained and functioning at optimal levels, providing necessary after-sales support to clients.</p> <p>At Legence, we pride ourselves on providing comprehensive turn-key solutions that allow our clients to have a sole source of accountability from planning through design, construction implementation and ongoing maintenance. By consolidating all these services under one umbrella, we simplify the process for our clients and ensure a high level of quality control across all stages of the project.</p> <p>The following provides an overview of our distributed service &amp; execution headcount:</p> <ul style="list-style-type: none"> <li>- Planning and Project Development Specialists - 285+ Employees</li> <li>- Licensed Engineers - 240+ Employees</li> <li>- Specialized Engineers - 1200+ Employees</li> <li>- Construction Managers - 100+ Employees</li> <li>- Service Technicians - 470 + Employees</li> <li>- Craftspeople - 2700 + Employees</li> </ul> <p>(sheet metal, pipefitters, plumbers, electricians, controls technicians, etc.)</p>	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>When a customer chooses to work with Legence, they are working directly with a network of specialized subsidiaries, each with its own area of expertise. Depending on the specific service or solutions required, orders will be executed directly with the relevant Legence subsidiary.</p> <p>There are no parties outside of the Legence companies involved in the ordering process.</p>	*

<p>30</p>	<p>Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.</p>	<p>Legence is proud to introduce our Customer Assurance (C.A.R.E) Program. The C.A.R.E. Program is designed to ensure excellent communication and accountability with our customers, with the aim of exceeding your expectations. The program includes several components, including regular C.A.R.E. meetings, building a partnership with our clients and prompt response times.</p> <p>C.A.R.E. meetings are scheduled several times a year, in addition to our regular site visitations and inspections. These meetings provide an opportunity to review current site activities for their effectiveness and discuss upcoming activities. Any special site needs can be proactively addressed and incorporated into your plan. The primary goal of these meetings is to provide a proactive and accountable forum for meeting our clients' needs.</p> <p>At Legence we strive to build a strong partnership with our clients. Despite being a large planning, design, implementation, and mechanical contracting company, we provide a "small business" feel by grouping a small, diverse crew of service technicians to work in specific zones. This allows our technicians to become familiar with the equipment, property, and clients. We offer a 2-hour response timeline across various business units, integrated with a web-based service management platform and a 24-hour hotline for emergency Mechanical, Electrical or Plumbing needs.</p> <p>Legence assigns a dedicated project manager to each customer to provide a personalized experience. The project manager works closely with the customer to understand their asset, property, and ownership goals, and ensure that each need or request is customized to the customer's expectations.</p> <p>If any issue arises, we are committed to providing effective issue resolution or dispute facilitation. We provide a framework for not just resolving issues, but continuously preventing them. Our team establishes critical milestones, deliverables, and deadlines at the beginning of any project to ensure its overall success.</p> <p>Our service program also includes addressing any warranty issues that may arise after the project implementation is complete. All warranty service requests are routed through a single point of contact on the project for continuity, clarity, and record-keeping. Our qualified technicians can handle most issues promptly and efficiently, while larger issues requiring a certified manufacturer's technician will be addressed under supervision and in collaboration with our service technicians and project manager.</p> <p>In addition, our construction managers enforce quality throughout the construction process, directing subcontractors to fix deficient items in real time. Progress and issues are documented in our daily logs and weekly reports shared with clients. The construction manager are our first line of defense on problems calls, enabling us to promptly respond to any complaint with same-day service.</p>
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<p>31</p>	<p>Describe your process for data collection, review, and analysis.</p>	<p>Our teams have been successful because we do not have a standard process for our clients. Instead, our process begins with engaging the facility's stakeholders. Our sales team and project managers start with a listening session to understand the customers' needs and how the information will be used. This step enables us to customize our approach to meeting the client's requirements best. Additionally, we conduct a series of listening sessions and/or surveys with the facility users to understand the facility comprehensively. Once we gather this information, we develop a strategy and assemble a team of professionals to meet the client's needs effectively. Our assessments typically involve industry experts, including mechanical, electrical, civil, and structural engineers.</p> <p>During data collection, review, and analysis, our teams use software called AkitaBox. This software allows the team to capture facility-related information all on one platform that is organized and comprehensive of all the facility needs. Data is captured on a digital floor plan, enabling us to provide the client with a detailed asset map that guides them through the facility. Each deficiency or asset is documented on the floor plan along with photos and relevant data such as manufacturer, model, serial number, installation date, age, current condition, and life expectancy. Our teams have customized AkitaBox with a database of systems and components that integrates seamlessly with our proprietary software, CIP-360. This is a crucial step that lays the foundation for the remainder of the facility plan.</p> <p>After completing the building walkthrough, we import the data into our proprietary software, Capital Improvement Planning 360 (CIP-360). Our software was developed to customize facility plans and budgets to our customers' needs.</p> <p>CIP-360 is an online tool that allows customers to better plan for their current and future needs. Each facility needs or deficiency is broken down into the following categories:</p> <ul style="list-style-type: none"> <li>• Facility: Creates a master plan for clients with multiple facilities and breaks down the needs of each individual facility.</li> <li>• System: High-level construction discipline (e.g., plumbing, mechanical, interior surfaces).</li> <li>• Component: Detailed system breakdown to maintain a detailed cost database for each component.</li> <li>• Component Age: Captures the age of every component to aid in life cycle planning.</li> <li>• Component Average Lifecycle: Derived from industry standards such as ASHRAE and FEMA.</li> <li>• Condition: Documents the current condition of the component, allowing for thorough analysis beyond just life cycle planning.</li> <li>• Improvement Year: Recommends the year for improvement, with automatic inflationary factors applied.</li> <li>• Quantity: Units of the component (e.g., square feet, linear feet, ton, each).</li> <li>• Cost per Unit: Budgetary costs based on decades of industry experience in engineering and construction management.</li> <li>• Description: Describes the deficiency or asset for future reference.</li> <li>• Photo: Provides detailed photos to ensure clarity on each line item.</li> <li>• Funding Source: Customizes the plan based on where and how projects will be funded today and in the future.</li> </ul> <p>Once data is entered into the system, we can input the client's annual budgets and funding sources to customize the plan further. The software also allows for the creation of multiple plan/funding options, which is particularly beneficial for government sector clients to explore various options to meet their needs and available funding. This step is typically interactive with our clients to customize when each need is implemented and how it will be funded.</p> <p>In addition to providing customers with access to CIP-360, we also provide a detailed written report.</p> <p>In addition to the Facility Condition Assessment, our team also performs an energy analysis to show our customers how their facilities are performing against other like facilities. We make this comparison utilizing our own internal robust database of facilities and utilizing energy star. This information is vital in the overall analysis and often recommendations or prioritization of energy efficiency projects that allow the clients to save budget dollars in the future.</p>
<p>32</p>	<p>Describe any forecasting of potential renovations, upgrades, or modifications</p>	<p>Legence typically performs assessments of facilities covering 5, 10, 15, and 20 years. As mentioned above, our process is to understand from key stakeholders the priority needs and issues, assess the facilities, analyze and budget potential improvements utilizing our internal cost database including providing inflationary factors to allow our customers to plan in future dollars and outline any funding opportunities that may be available. This format is customized into our CIP-360 software and truly helps our clients look at their facilities and develop accurate capital improvement plans.</p>

33	Describe any cost analysis and budgeting tools you utilize and how the information is shared with stakeholders.	<p>As mentioned above, our CIP-360 includes a cost database built into the software. Having multiple engineering and construction management firms across the United States allows us to utilize the most recent bid information to continually expand and update our database. This is an important step as it leads to more accurate facility planning. In addition, our vast geography allows our teams to be informed about the cost difference that take place across United States.</p> <p>As outlined above, our budgeting features allow our team to enter the client's annual budgets for facility improvements and customize the plan to meet their available funding. In addition, our software allows our team and clients to create multiple project/funding scenarios to meet their needs. Often, our teams will provide the following scenarios to aid the client in funding:</p> <ul style="list-style-type: none"> <li>• Scenario #1: The annual amount the client should budget to meet their current needs.</li> <li>• Scenario #2: A facility plan that meets their current budgeted amount</li> <li>• Scenario #3: A hybrid plan that best balance their needs with their budget</li> </ul> <p>Our clients have access to their information online through our login page. We can provide client's with read-only or editing ability based on their needs.</p>	
34	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	With over 6,500 professionals reporting to over 70 offices across the United States, we are confident and excited to expand our mission of providing long-range planning, engineering, technology, service, and sustainability to Sourcewell participating entities across the United States. Our complete facility planning, engineering design, project implementation and service capabilities teamed with the power of working with the Sourcewell network of members can greatly benefit both Legence and Sourcewell.	*
35	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Legence does not provide services to Canada at this time.	*
36	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Legence does not provide services to Canada at this time.	*
37	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	Legence is open to working with all participating entities.	*
38	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Legence does not service Hawaii, Alaska, or US Territories at this time.	*
39	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	YES	*

**Table 4: Marketing Plan (100 Points)**

Line Item	Question	Response *
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<p>40</p>	<p>Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.</p>	<p>Legence has strong local and national marketing resources. We have dedicated professionals for both marketing and business development functions.</p> <p>It is our intent to engage an initial and ongoing marketing campaign to promote the award from Sourcewell through all our current marketing outlets (See Q41 below), to our existing customer base as well as to the market at large.</p> <p>Additionally, we employ a team of over 285 business development and project management professionals across the country dedicated to staying in front of existing clients and participating entities, as well as facilitating communication and opportunities with potential clients.</p> <p>Sourcewell Participating Entities Sales Campaign:</p> <ul style="list-style-type: none"> <li>o Legence will assign a Sourcewell account team. This team will be responsible to connect with Sourcewell staff regularly to provide updates on the success of our strategies and to obtain any feedback that may help us identify participating entities who would benefit from Legence's services or where Legence may have the opportunity to synergize with other Sourcewell vendors on current projects.</li> <li>o Legence will determine a targeted sales campaign based on Sourcewell's extensive network of participating entities.</li> <li>o Legence will undertake an internal information and education campaign with our internal sales and professional staff and would welcome the opportunity to host informational meetings presented by Sourcewell staff to inform our employees about the benefits of Sourcewell contracts and services.</li> </ul> <p>Additionally, Legence personnel are extremely active with hundreds of national, state and local associations and trade organizations – many of them specifically in the K-12 , Higher Education or City/County market.</p> <p>A sample of some of the National Trade Associations Legence Personnel are actively involved:</p> <ul style="list-style-type: none"> <li>- National School Plant Management Association (NSPMA)</li> <li>- American Association of School Administrators (AASA)</li> <li>- National League of Cities</li> <li>- International Facility Managers Association (IFMA)</li> <li>- Building Owners &amp; Managers International (BOMA)</li> <li>- USGBC – Green Schools</li> <li>- U.S. Dept. of Energy Better Buildings</li> <li>- Center for Sustainability and Excellence</li> </ul> <p>On a more Local Level, below is a small sample of the hundreds of education and local/state government associations and trade groups Legence Personnel are actively involved:</p> <ul style="list-style-type: none"> <li>• Pennsylvania Association of School Business Officials (PASBO)</li> <li>• Texas Association of School Business Officials (TASBO)</li> <li>• Society for College and University Planning (SCUP)</li> <li>• Minnesota League of Cities</li> <li>• California Association of Student Housing (CASH)</li> <li>• Minnesota Association of School Administrators (MASA/MASE)</li> <li>• Kentucky School Boards Association (KSBA)</li> <li>• Pennsylvania Association of School Administrators (PASA)</li> <li>• Maryland Association of School Business Officials (MASBO)</li> <li>• Minnesota Rural Education Association (MREA)</li> </ul> <p>Legence is dedicated to being active within these service cooperatives and organizations through presentations, sponsorships, monthly member meetings, conferences, networking opportunities and other organization-sponsored events. By consistently staying in front of member organizations and clients, we are better able to understand, educate and provide customized facility-related planning and facility improvement services that are strategically focused on our understanding of the client and their challenges.</p>
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41	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Legence employs a wide range of technology and digital data tools to enhance our marketing effectiveness. Here are some of the tools we use to enhance our marketing campaigns:</p> <ul style="list-style-type: none"> <li>- CoSchedule</li> <li>- Google Analytics</li> <li>- Thought Exchange – Crowdsourcing Information Gathering Platform</li> <li>- WordPress</li> <li>- Social Media Channels (Twitter, Facebook, LinkedIn, and YouTube)</li> <li>- SurveyMonkey</li> <li>- MailChimp</li> <li>- Hubspot</li> <li>- Concur</li> <li>- Adobe Creative Suite (Photoshop, Premiere Pro, Illustrator, InDesign, After Effects, etc.)</li> </ul>
42	In your view, what is Sourcwell’s role in promoting agreements arising out of this RFP? How will you integrate a Sourcwell-awarded agreement into your sales process?	<p>Legence’s sales force and marketing teams will take full responsibility for actively promoting our awarded contract to Sourcwell participating entities and to our existing clients.</p> <p>The role of Sourcwell in this process is to ensure Legence’s actions align with Sourcwell branding and mission and to work collaboratively with our assigned Legence account team, to proactively provide a platform for Legence outreach to all its participating members.</p> <p>It is our intent, upon award, to integrate the Sourcwell contract into our sales process using the following strategies:</p> <p>Sourcwell Participating Entities Sales Campaign:</p> <ul style="list-style-type: none"> <li>o Legence will assign a dedicated Sourcwell account team. This team will be responsible to connect with Sourcwell staff regularly to provide updates on the success of our strategies and to obtain any feedback that may help us identify needed adjustments to the strategy as well as identification of any participating entities who would benefit from Legence’s services or where Legence may have the opportunity to synergize with other Sourcwell vendors on current projects.</li> <li>o Legence will determine a targeted sales campaign based on Sourcwell’s extensive network of participating entities.</li> <li>o Legence will undertake an internal information and education campaign with our internal sales and professional staff and would welcome the opportunity to host informational meetings presented by Sourcwell staff to inform our employees about the benefits of Sourcwell contracts and services.</li> </ul> <p>Set Sales Targeting and Goals:</p> <ul style="list-style-type: none"> <li>o Our internal sales teams set goals for sales in geographical areas on a quarterly basis.</li> </ul> <p>Market team leaders determine a sustainable outreach with the goal of increasing market share through the inclusion of Sourcwell participating entities into our customer base.</p> <ul style="list-style-type: none"> <li>o With thousands of current customers in our database, one of the first and ongoing steps would be to identify current Sourcwell participating entities that Legence already has a relationship with and connect with those entities to inform and engage.</li> <li>o Our teams will actively promote the benefits of utilizing a Sourcwell contract to secure agreements within our existing client base.</li> </ul> <p>Legence Projects and Existing Contacts:</p> <ul style="list-style-type: none"> <li>o We understand that using Sourcwell vendors cooperative purchasing will save participating entities time and resources. We will encourage participating entities to use the directory when seeking vendors and throughout the planning and project implementation process.</li> <li>o Legence will promote and encourage enrollment of our customers to join as new participating entities to Sourcwell</li> <li>o Legence will highlight our Sourcwell contract through our social media marketing channels to celebrate our award of work performed, outcomes and the positive impacts made through executing this contract.</li> </ul>
43	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No

**Table 5A: Value-Added Attributes (100 Points)**

Line Item	Question	Response *
44	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Legence strongly believes that our training services facilitate engagement and communication, develop effective problem-solving skills, and provide professional learning opportunities that help participants ensure their organization's well-being and future. We do this by providing professional development and technical training opportunities including presentations, workshops, and seminars. Our training topics have included:</p> <ul style="list-style-type: none"> <li>• Long-term facility maintenance planning</li> <li>• Facility assessments</li> <li>• Commissioning services</li> <li>• Technical services</li> <li>• Building functionality and health</li> <li>• Referendum planning</li> <li>• Project implementation delivery models.</li> <li>• HVAC for Facility Managers</li> </ul> <p>These topics would be beneficial for Sourcewell participating entities and we would be pleased to provide this training. We recently completed the following training and informational presentations/workshops:</p> <ul style="list-style-type: none"> <li>• "The Need for Long-Range Planning: Proactive Planning in a Fast-Paced Environment"</li> <li>• "What's the Inflation Reduction Act? - IRA Tax Credits Explained"</li> <li>• "Program Management for K-12 Schools"</li> <li>• "Long-Term Facility Maintenance Workshop"</li> <li>• "Why Good Referenda Fail"</li> <li>• "Beyond Benchmarking: Comprehensive Utility Services"</li> <li>• "Common Challenges on a Project"</li> <li>• "Small Projects: Enhanced Resources for Your Use"</li> <li>• "Why Utilities Should Leverage Relationships"</li> </ul>
45	Describe any technological advances that your proposed Solutions offer.	<p>Our proposed solutions deliver a blend of our unique proprietary technology and top-tier industry best practices. This combination enables us to provide best-in-class service offerings. By integrating our in-house technology with the most advanced solutions in the industry, we can ensure we deliver a superior level of service that meets and often exceeds our clients' expectations.</p> <p>CIP-360 is an online planning tool that allows customers to better plan for their current and future facility needs. (See Question 31-33 Above for complete outline of CIP-360 Capabilities)</p> <p>ThoughtExchange is a collective intelligence platform designed to facilitate meaningful and productive online conversations for gathering and prioritizing stakeholder input and gaining consensus to prioritizing facility needs. It leverages AI to gather and analyze feedback, helping organizations to engage their stakeholders effectively, gather high-quality feedback regarding their facilities and other issues, and make strategic decisions based on comprehensive data.</p> <p>Trove is a cutting-edge sustainability Management Platform that redefines data management for the built environment. More than just a storage hub, Trove transforms data into intuitive visualizations and comprehensive insights at the property and portfolio-level. Trove has been used for data visualization, insights, analytics, essential property-level sustainability data, comparative benchmarks, and forecasting. TROVE can be viewed at <a href="https://www.retechadvisors.com/solutions/trove">https://www.retechadvisors.com/solutions/trove</a></p> <p>SPHERE is an interactive dashboard that connects learning to the built environment. It combines real-time energy data, virtual learning tours, and energy education through a customized interface so that building occupants can learn how their facilities function. Each SPHERE system is unique and can be tailored to meet the educational goals of different clients. Facilities that have implemented SPHERE can be viewed at <a href="https://sphere.cmta.com/">https://sphere.cmta.com/</a>.</p> <p>Building Energy Modeling (BEM) is a software-based approach used in architecture and building engineering to simulate and analyze the energy performance of a building. This process can help building owners make informed decisions about energy use, efficiency, and cost effectiveness. BEM can be used to evaluate the overall energy consumption of a building and the effectiveness of specific energy-savings measures to enable a building owner to plan long term energy efficient improvements to their facilities. BEM considers several factors like the building's location, orientation, materials, insulation, HVAC systems and lighting, and occupancy patterns.</p>

46	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>Legence boasts a vast team of professionals accredited in Leadership in Energy &amp; Environmental Design (LEED), along with a significant number of WELL-accredited professionals and Certified GeoEXchange Designers. Our expertise extends beyond planning and project construction to include certification and long-term maintenance of these certifications for our clients, ensuring their projects continue to meet the required standards even after completion.</p> <p>Legence - CMTA helped author the Department of Energy's Advanced Energy Design Guide for K-12 School Buildings. 3 of the 6 schools featured in the guide were designed by CMTA: Discovery Elementary School (Arlington, VA), Dearing Elementary School (Pflugerville, TX), and Richard Lee Elementary School (Dallas, TX). In addition, we helped author ASHRAE's Advanced Energy Design Guide for Small to Medium Office Buildings. 3 of the 6 facilities featured in the Office guide were designed by CMTA: The 300 Building (Frankfort, KY), City of Cincinnati District 3 Police Headquarters (Cincinnati, OH), and CMTA's former Lexington office (Lexington, KY).</p>	*
47	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Our planning and consulting engineering teams have an impressive portfolio, including:</p> <ul style="list-style-type: none"> <li>- 90+ Energy projects</li> <li>- 620+ Zero Energy Ready projects</li> <li>- 40+ Zero Carbon projects</li> <li>- 245 LEED certified projects</li> <li>- 887 ENERGY STAR projects, with 33 achieving perfect score</li> <li>- 7 WELL certified projects</li> <li>- 5 Green Globes projects</li> <li>- 10 projects certified in the living building Challenge</li> <li>- 187 projects that have incorporated solar power</li> <li>- 600+ projects utilized geothermal power</li> <li>- 59 projects, to date, that have implemented rainwater harvesting</li> </ul>	*
48	Describe approaches used by your company to align recommendations with an owner's sustainability goals.	<p>As an Energy Transition Accelerator, our professionals actively engage with clients to understand their sustainability goals and tailor services accordingly. By offering a comprehensive suite of Stackable Solutions™ which include Planning services, ESG consulting, Engineering, Contracting, and Maintenance Services. This approach allows our clients to achieve high-performance, sustainable buildings that lower emissions, reduce operating costs, enhance occupant well-being, and create lasting financial returns.</p> <p>As outlined above in Q45 – Leading Edge Technology, Trove is a Legence proprietary, cutting-edge sustainability Management Platform that redefines data management for the built environment. More than just a storage hub for sustainability data, Trove transforms data into intuitive visualizations and comprehensive insights at the property and portfolio-level. Trove has been used for data visualization, insights, analytics, essential property-level sustainability data, comparative benchmarks, and forecasting.</p>	
49	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Legence offers a full range of stackable planning, design, and facility solutions tailored to each client's unique needs. Our integrated services provide the knowledge and data for long-term facility planning, identify funding opportunities and implement the plan efficiently and sustainably. Unlike other firms that offer partial solutions, Legence delivers a complete package from cradle to grave.</p>	*

**Table 5B: Value-Added Attributes**

Line Item	Question	Certification	Offered	Comment
50	Select 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 and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	
51		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
52		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
53		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
54		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
55		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
56		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
57		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
58		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	

**Table 6: Pricing (400 Points)**

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
59	Describe your payment terms and accepted payment methods.	Our standard payment terms are 30 days from the invoice date, and we accept payments through check or Automated Clearing House (ACH) transactions.

60	Describe any leasing or financing options available for use by educational or governmental entities.	<p>Consulting a third-party financial advisor is the right course of action to take for Sourcewell' s Participating Entities, regardless of the financing method chosen. These companies have a legally binding fiduciary responsibility to act in the best interest of the Entities (rather than on behalf of Legence). This ensures that the Entities will get the best terms available. Legence does not profit from the financing in any way, and funding these projects is NOT a profit center for Legence. Regarding which licensed municipal advisor executes the deal, Legence has relationships with multiple qualified municipal advisors that have proven track records taking the issue to market. Alternatively, Legence can work with the Entities' existing advisors to create the investment information package that is taken to market.</p> <p>Detailed below are descriptions of different financing options we have utilized with different public entities.</p> <p>Tax-Exempt Lease Purchase: Tax-exempt lease-purchase (TELP) agreements are the most typical method for financing projects. With this option, Sourcewell' s Participating Entities purchase the equipment through regular payments to the lessor over the term of the lease. TELP is typically not viewed as traditional long-term debt since the lease payments are appropriated within the operating budget and are subject to annual appropriations. TELPs are also traditionally not calculated in debt ceiling calculations, even though the capital lease is still noted on the balance sheet.</p> <p>Municipal Bond: The flexibility and straightforward nature of a tax-exempt bond makes it one of the cheapest options available over the life of the project. The interest rate of the financing will depend on market conditions at the time of issuance. The payment structure of this bond can be matched to the specific payback required by the borrower and can typically offer the most economical interest rate structure.</p> <p>Shared Savings Agreements: This approach is similar to an ESPC, except that the Owner benefits from immediate energy savings without making a capital investment or assuming debt. In this arrangement, a design-build company sells a collection of building improvements with savings to a third-party ownership company. The building owner receives the energy and operating cost savings, sends a set percentage (usually 80 to 90 percent) back to the third party through monthly payments, and retains the balance of the savings. The design-build company, meanwhile, enters into a performance agreement to operate and maintain the improvements to ensure that the savings are realized. This Special Service Agreement (SSA) typically lasts 15 to 20 years, after which the building owner takes ownership of the improvements and retains all resulting savings. The incorporation of the third-party financier creates a more expensive project with greater constraints on the type of work that can be funded.</p> <p>Capital Lease: Under a capital lease, the equipment is treated as capital equipment, owned by the project financier, and leased to the building owner. This is typically only considered by privately owned companies looking for tax benefits.</p>	*
61	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	<p>Legence does not plan to utilize any "one" standard transaction document in this agreement. The transaction documents will vary for each individual Legence subsidiary.</p> <p>We believe in customizing our agreements to meet the needs of our clients. Every client has a unique set of needs and desires which we will customize into our agreements.</p>	*
62	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We do not accept p-card procurement.	*



63	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.	<p>Due to the wide range of services offered by Legence and with each client's unique set of needs, we have developed a costing structure in which we are offering services to Sourcewell clients. Please see the attached pricing structure.</p> <p>Legence will meet directly with the client's leadership team to understand the goals and desired outcomes of undertaking an assessment and planning process. At the conclusion of the meeting, Legence professionals will develop a project scope and a detailed hourly projection to develop an overall fee for the process. At Legence we believe in 100% transparency with our clients and will review our overall fee with the client to ensure a thorough understanding between both parties.</p> <p>In addition to our hourly rates, Legence offers clients a 20% discount off our standard annual subscription fee for CIP-360 software. Again, in an effort for full transparency, Legence staff will share the standard pricing model with the client and show the 20% discount on any proposals.</p>	*
64	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.	We are proposing a 10% discount of the local business unit published rates. In addition, we are providing a 50% discount on reimbursables such as travel & lodging and the cost of any necessary subconsultants that Legence does not have in house. Our reimbursable percentage is typically 10% and due to the nature and volume of the Sourcewell process, we are proposing a cost plus 5% fee associated with this work.	*
65	Describe any quantity or volume discounts or rebate programs that you offer.	If a client utilizes Legence and the Sourcewell procurement to perform facility assessment and planning services and the client decides to retain Legence to perform the engineering and/or implementation services, Legence will discount the initial facility and assessment planning fee by 10%.	*
66	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". 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.	When facilitating planning services, the majority of tasks needed (stakeholder input, facility assessment, space utilization, capacity assessment and data compilation) is performed in house with Legence personnel. If there is "open market" or "non-contracted items" required or requested by the owner, those are handled as "cost + 5%" or contracted directly by the owner.	*
67	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.	Legence pricing for proposals and services is based on turnkey solutions according to customer request and detailed scope or work along with meeting any local, federal requirement compliance with the intention of not requesting change orders.	*
68	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>Due to the nature of planning processes, the majority of the cost to the owner is labor. Shipping does not constitute substantial costs. However, if shipping is required, in our initial proposals, the cost of freight is typically provided as an estimate until the actual shipment of the products. We understand that budgeting is crucial for planning, hence we offer two options. First, we can include an estimated freight cost in the initial proposal to have all costs accounted for upfront. Alternatively, we can invoice the actual freight cost at the end of the contract.</p> <p>The freight cost approach will be clearly specified in our proposals. We believe in transparency and mutual agreement, so we ensure this is agreed upon before we proceed to contract and award. This way, we are able to provide a flexible and clear costing structure that best suits our clients financial planning needs.</p>	*
69	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Legence does not service Alaska, Hawaii, or Canada at this time.	*
70	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A	*

71	<p>Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.</p>	<p>We understand the importance of adhering to the terms of our proposed agreement with Sourcewell and ensuring that Sourcewell participating entities receive the correct pricing. To ensure compliance, we have established a comprehensive self-audit process. All of our Sourcewell based opportunities will be tracked within our CRM - HubSpot. Across the Legence platform, all our firms utilize Hubspot to track specific leads and opportunities. We have the ability to designate specific "Sourcewell" opportunities in Hubspot and set specific KPI's that will help us track progress start to finish on planning projects and services that we quote and are awarded.</p> <p>Our self-audit process begins with a detailed review of the proposed agreement by our assigned Account Team, where we thoroughly examine all terms and conditions, especially those related to pricing. Upon a successful contract with Sourcewell, our team will develop a detailed checklist to ensure compliance with the contract.</p> <p>The next step involves setting up an internal audit team. This team will be responsible for regularly checking our adherence to the agreement's terms. This includes verifying that Sourcewell participating entities are receiving the correct pricing as per the agreement. The audit team will review each contract to ensure the Sourcewell terms and conditions are adhered to prior to be sent to the owner for signature.</p> <p>Our audit process also includes – through Hubspot, a robust reporting system. After each audit cycle, the team will compile a detailed report outlining their findings, any identified issues, and the corrective actions taken. These reports will be reviewed by our senior management to ensure that non-compliance issues are promptly addressed.</p> <p>In addition to our internal audits, we are open to external audits by Sourcewell or a third-party auditor. We believe that this openness will further ensure transparency and adherence to the agreement's terms.</p> <p>Finally, we will continuously review and improve our self-audit process based on feedback from Sourcewell and our internal findings. This continuous improvement approach ensures that our audit process remains effective and up to date, further ensuring our compliance with the proposed agreement with Sourcewell.</p>	*
72	<p>If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.</p>	<p>As referenced above, all Legence sales and business development teams utilize the CRM, HubSpot, to track leads and projects, and our progress toward goals using project specific reporting dashboards. Company leaders and Legence internal Sourcewell dedicated account team members are able to track potential projects and each project progression through stages of project assessment.</p> <p>This capability allows our team sales transparency, accountability, and cross-functional strength. Secured projects are assigned a unique number to the project, the owner and designated to Sourcewell. Those projects, when secured, are transferred and tracked within our company financial tools.</p> <p>Our proven system is the reason why Legence continues to build on our success and gain market share. Legence will implement a Sourcewell dashboard in our HubSpot to track quarterly actual and projected sales to reach the annual sales goal targets. Legence will generate quarterly reports to present to Sourcewell as specified in this request for proposal.</p>	*
73	<p>Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.</p>	<p>Legence is proposing a 2% administrative fee payable to Sourcewell for all planning services. If through the planning services, the customer engages Legence in other project related services Legence will meet with Sourcewell staff to negotiate a reasonable fee for our other offerings.</p>	*

**Table 7: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
74	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	<p>Legence offers discounted pricing to Sourcewell, a significant advantage that stands out from the standard pricing strategies of state or cooperative contracts. This pricing model is tailored to meet the unique needs of each client, making it a more cost-effective solution compared to the one-size-fits all approach typically used in state or cooperative contracts. This customized pricing model allows greater flexibility, ensuring that clients only pay for what they need. Furthermore, the range and extent of the discounted pricing offered by Legence surpasses what customers can typically obtain from state contracts or agencies. This means that customers have the potential to achieve significantly more savings, making it a more beneficial option financially. The customer-centric approach of Legence's pricing strategy is designed to provide maximum value for each client.</p>

**Table 8A: Depth and Breadth of Offered Solutions (200 Points)**

Line Item	Question	Response *
75	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	<p>As an Energy Transition Accelerator, Legence provides clients with a roadmap, one accountable partner that seamlessly integrates proven Stackable Solutions, designed to accelerate a financially viable path to sustainable, high-performance buildings by reducing complexity and minimizing uncertainty for clients.</p> <p><b>Planning Services:</b> This includes everything that happens before construction begins, such as stakeholder engagement, facility systems assessment, space utilization and capacity analysis, capital improvement planning, funding analysis, asset life-cycle analysis, strategic procurement, and pre-referendum services.</p> <p><b>Mechanical Engineering Consulting:</b> Specializing in building systems such as HVAC, fire protection, and plumbing, Legence focuses on air quality, comfort, and efficiency. Services include air quality and distribution, energy efficiency, controls, cooling systems, fire protection, heat generation, heat transfer, industrial systems, medical gas, plumbing, specialty piping, and central plant carbon capture.</p> <p><b>Electrical Engineering Consulting:</b> This includes general and specialty lighting, industrial systems, power distribution, power generation, street lighting, system design, and testing and monitoring. They integrate solutions using the latest technologies.</p> <p><b>Construction Services:</b> Legence provides strategic delivery methods for each project, including design-build, owner’s representation, construction management, and program management. We offer services like constructability reviews, value analysis, bid and award administration, quality control, and project scheduling.</p> <p><b>Technical Services:</b> Legence Technical Services team ensures buildings run efficiently through commissioning and re-commissioning, energy audits/rebates, utility services, long-term facility maintenance planning, and ongoing maintenance for mechanical, electrical, and plumbing systems.</p> <p><b>Energy Solutions –</b> Legence’s performance Contracting capability is primarily delivered through CMTA (recently chosen as a Sourcewell award for Energy Savings Performance Contracting). With over 50 years of experience in mechanical, electrical and plumbing (MEP) consulting and design-build services. In the context of performance contracting, Legence – through CMTA works with clients to develop and implement energy efficiency projects that meet their specific needs. We provide comprehensive energy solutions that not only reduce energy consumption and costs but also improve the comfort, health, and productivity of building occupants.</p> <p><b>Sustainability (ESG) Consulting Services</b> Legence offers a range of sustainability solutions aimed at transforming the built environment for a greener tomorrow. Our services include energy efficiency consulting, sustainability strategy development, and implementation of green building practices. We have proven process that allow us to focus on data-driven sustainability, leveraging insights from leading industry experts to pave the way for a more sustainable future</p> <p><b>Solutions Delivery (MEP Services)</b> Legence’s Mechanical, Electrical, and Plumbing (MEP) contracting capabilities are delivered through several of its operating companies, including Bel-Aire Mechanical, Gilbert VarcoMac, Welch’s Boiler, Yearout, San Jose Boiler Works, Therma and A.O. Reed &amp; Co.</p> <p><b>Preventative Maintenance Services</b> Legence offers comprehensive preventative maintenance and service through its MEP contracting subsidiaries, helping clients avoid costly breakdowns, reduce energy consumption, and extend the lifespan of their equipment.</p> <p>These comprehensive services ensure that Legence can assist clients from the initial planning stages through to construction, operation, and long-term maintenance, helping to build a bright and successful future for their clients.</p>
76	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	See above question #75

**Table 8B: Depth and Breadth of Offered Solutions**

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

Line Item	Category or Type	Offered *	Comments
77	Facility and building condition assessment and auditing	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Three key blocks within assessment process (multiple sub-steps)</p> <p>Multi-functional teams perform analysis, data collection, and synthesis</p> <p>Multiple iterations of data analysis and cross checking of data</p> <p>1. Gather Facility Information:</p> <ul style="list-style-type: none"> <li>• Existing plans</li> <li>• Existing reports</li> <li>• Staff surveys</li> <li>• Staff interviews</li> </ul> <p>2. Building Condition Assessments:</p> <ul style="list-style-type: none"> <li>• Survey teams</li> <li>• Site evaluations</li> <li>• Develop recommendations</li> <li>• Developed 'bottom up' cost estimates</li> </ul> <p>3. Compile Data:</p> <ul style="list-style-type: none"> <li>• Develop workbook</li> <li>• Review with staff</li> <li>• Distill data</li> <li>• Planning</li> </ul> <p>In addition to providing our observations of the physical condition of each facility, Legence also provides, for each building, a physical needs prioritization and cost range budgeting for those identified needs and deficiencies. Additionally, see Q31 above: Process for Data Collection, Review and Analysis</p>
78	Energy, utility, and emissions assessment and planning	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Legence follows a comprehensive process for energy, utility, and emissions assessment and planning. This process typically involves several key steps:</p> <p>1. Facility Condition Assessment: Perform a detailed assessment of the facility's current condition, including energy analysis to compare the facility's performance against similar facilities. This comparison utilizes Legence's robust internal database and Energy Star metrics.</p> <p>2. Stakeholder Engagement: We then engage with key stakeholders to understand their priority needs and issues. This helps in assessing the facilities and analyzing potential improvements.</p> <p>3. Cost Estimation and Budgeting: Legence uses its extensive internal cost database to estimate the costs of potential improvements, including inflationary factors to allow customers to plan in future dollars.</p> <p>4. Implementation Planning: We then provide a detailed written report and access to CIP-360, a tool that helps in customizing the implementation and funding of each need</p> <p>5. Funding Analysis: We then work with our clients to outline any available funding opportunities.</p>

79	Site, safety, and code inspections	<input checked="" type="radio"/> Yes <input type="radio"/> No	During our facility assessment process, Legence conducts comprehensive site, safety, and code inspections to ensure compliance and operational efficiency. These inspections are fundamental to our thorough assessment approach, examining every facet of the facility's condition. Our teams undergo continuous training in facility safety protocols. Additionally, we collaborate with numerous partners specializing in OSHA, ADA accessibility, and other relevant code items, from whom we regularly receive training. Our teams are actively working with the local code officials on a regular basis to understand the current facility challenges that need to be addressed.
80	Space utilization and planning	<input checked="" type="radio"/> Yes <input type="radio"/> No	As part of Legence's long-term facilities planning process, it is important to understand a client's space utilization and capacity needs. Our process is summarized below: <ul style="list-style-type: none"> <li>- Data Collection: Collect detailed information about current space use within the facility, including programs housed, maximum occupant loads, and specialized programming needs</li> <li>- Assessment of Current Use: Evaluate each space's capacity by considering size, occupant numbers, and program requirements.</li> <li>- Analyze: Enrollment/occupant projections and demographic data to anticipate future space needs and how the facility's capacity must adapt.</li> <li>- Identification of Deficiencies: Identify any shortcomings in current space usage, such as undersized classrooms or office areas.</li> <li>- Recommendations: Create recommendations to optimize space utilization, which could involve reconfiguring, adding, or repurposing spaces.</li> </ul>
81	Geographic information system (GIS) services	<input checked="" type="radio"/> Yes <input type="radio"/> No	Utilizing AkitaBox, we are able to digitize a facility and pinpoint where assets are located within. In addition, we are able to include photos, maintenance manuals, notes, service history and other information for each asset.
82	Feasibility, sustainability, and lifecycle assessment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Legence offers a comprehensive assessment of facility systems, focusing on total cost of ownership, operating efficiencies, and best practices. We evaluate asset data, provide costs, and make recommendations based on the asset's lifecycle and value. As mentioned above, our software programs are critical in analyzing the life cycles of facility and break this down into a granular level to allow the customer to better plan for their future needs.

83	Asset, capital, and deferred maintenance planning and asset classification	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Legence has extensive experience and expertise to assist our customers identify, create, implement and manage all aspects of comprehensive Capital Improvement Plans to address both deferred maintenance and long-term facility needs. We often find that without an updated and accurate Capital Improvement Plan, emergencies and disasters drive capital improvement expenditures. Reactionary capital investment practices increase the likelihood of higher equipment and construction costs. Our team will help our customers to shift into a proactive management approach and will identify, prioritize, and implement a variety of deferred maintenance projects from building exteriors to mechanical systems. Steps in capital planning include:</p> <ul style="list-style-type: none"> <li>-Review any existing CIPs</li> <li>-Complete an asset inventory and condition assessment</li> <li>-Project identification and prioritization with key stakeholders</li> <li>-Cost estimating</li> <li>-Project funding options and budget creation</li> <li>-Project implementation and on-going capital improvement planning</li> </ul>
84	Benchmarking services and quality assurance	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Legence's benchmarking services are designed to help clients understand their current performance and identify opportunities for improvement. We provide data-driven analysis and customized solutions to unlock value, fulfill investment objectives, and pioneer the transition to a low-carbon economy. Our services include carbon and energy solutions, climate risk assessment, data management and analytics and compliance and reporting metrics</p>
85	Project management and coordination with facility owners	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Legence provides strategic delivery methods for each project, including design-build, owner's representation, construction management, and program management. We offer services like constructability reviews, value analysis, bid and award administration, quality control, and project scheduling.</p>
86	Contract management and financial monitoring	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>During construction projects, Legence can act as the Owner's representative. In this role, we think of ourselves as an extension of the owner and manage all contractual agreements and the financial budget from conception to completion.</p>

87	Budget development, and program management services	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Cost Estimation and Budgeting: Legence uses its extensive internal cost database to estimate the costs of potential improvements, including inflationary factors to allow customers to plan in future dollars.</p> <p>Program Management: The Legence Program Management delivery model is a highly collaborative planning, design and construction delivery method that involves the owner, architect/engineer (A/E), and the project team working together throughout all project phases. Our allows for single-source accountability in providing and holding all contracts for the client. with a single point of contact who seamlessly integrates proven solutions to achieve high-performance, sustainable buildings that lower emissions, reduce operating costs, enhance occupant well-being, and create lasting financial returns.</p>
88	Assessment and planning services complementary to the offering of solutions described in lines 77 to 87 above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>In addition to the Facility Assessment and Planning services already outlined in this proposal, Legence offers the following complementary Solutions:</p> <ul style="list-style-type: none"> <li>• Educational Adequacy Assessment for Education Facilities</li> <li>• Community Engagement</li> <li>• Communications planning</li> <li>• Solar feasibility, design and installation</li> </ul>

**Table 9: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 89. NOTICE:** To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input checked="" type="radio"/> No

**Documents**

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”



- [Pricing](#) - Table 6 Pricing - Legence Sourcewell Pricing Table - Q63.pdf - Thursday October 24, 2024 15:04:40
- [Financial Strength and Stability](#) - Table 2A Financial Viability and Marketplace Success - Q13.pdf - Thursday October 24, 2024 15:07:08
- [Marketing Plan/Samples](#) - Marketing Plan - Brochure Samples - Legence.pdf - Thursday October 24, 2024 14:56:54
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples (optional)
- Requested Exceptions (optional)
- Upload Additional Document (optional)

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

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 award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

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 is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

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

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

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

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

3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, 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. - Steve Hansen, Chief Operating Officer, Legence Holdings LLC

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 obligations contemplated in the solicitation proposal.

Yes  No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_8_RFP_102424_Facility_Assessment</b> Wed October 16 2024 04:32 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_7_RFP_102424_Facility_Assessment_&amp;_Planning</b> Fri October 11 2024 02:15 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_6_RFP_102424_Facility_Assessment</b> Fri October 4 2024 02:43 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_5_RFP_102424_Facility_Assessment</b> Wed October 2 2024 01:31 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_4_RFP_102424_Facility_Assessment</b> Tue October 1 2024 10:09 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_3_RFP_102424_Facility_Assessment</b> Fri September 27 2024 08:36 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_2_RFP_102424_Facility_Assessment</b> Tue September 17 2024 08:47 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_RFP_102424_Facility_Assessment</b> Wed September 11 2024 02:41 PM	<input checked="" type="checkbox"/>	1