

**MASTER AGREEMENT #102424****CATEGORY: Facility Assessment and Planning with Related Services****SUPPLIER: Facility Optimization Solutions, 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 Facility Optimization Solutions, LLC, 50 Fountain Plaza, Suite 200, Buffalo, NY 14202 (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, in accordance with the Standard of Care.
 - 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.
 - iv) **Standard of Care.** Supplier shall perform its services consistent with the professional skill and care ordinarily provided by professionals practicing in the same or similar locality under the same or similar circumstances (the "Standard of Care"). Supplier makes no representations or warranties, whether express or implied, with respect to the services rendered hereunder. Notwithstanding any other term in this Agreement, all services rendered by the Supplier will be governed by the Standard of Care.
- 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 Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** Each party 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. Each party further warrants that it will provide immediate written notice to the other party 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 Sourcwell 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, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees and costs of defense incurred by Sourcewell, arising out of any negligent 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.

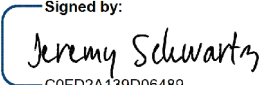
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may 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.
- 9) **Limitation of Liability.** To the fullest extent permitted by law, the total liability in the aggregate, of Supplier, its officers, directors, employees, agents, and independent professional associates, and any of them, to Sourcewell and anyone claiming by, through, or under Sourcewell, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Supplier's services or this Agreement, from any cause or causes whatsoever including, but not limited to, the negligence, errors, omissions, strict liability, breach of contract, misrepresentation, or breach of warranty of Supplier, its officers, directors, employees, agents or independent professional associates, or any of them, shall not exceed \$2,000,000. To the fullest extent permitted by law, the total liability in the aggregate, of Supplier, its officers, directors, employees, agents, and independent professional associates, and any of them, a Participating Entity and anyone claiming by, through, or under the Participating Entity, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Supplier's services or this Agreement or the agreement between Supplier and the Participating Entity, from any cause or causes whatsoever including, but not limited to, the negligence, errors, omissions, strict liability, breach of contract, misrepresentation, or breach of warranty of Supplier, its officers, directors, employees, agents or independent professional associates, or any of them, shall not exceed the total amount of compensation received by Supplier under the agreement between Supplier and the Participating Entity.
- 10) **Waiver of Consequential Damages.** Notwithstanding any other provision of this Agreement, or any other agreement, neither party shall be liable to the other party under this Agreement, whether

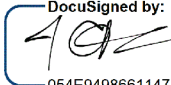
due to breach of contract, tort (including negligence), strict liability, or otherwise, for loss of anticipated revenues or profits, damages by reason of loss of business reputation or opportunities, or for any special, exemplary, punitive, incidental, liquidated or consequential loss or damage of any nature arising at any time or from any cause whatsoever. Further, neither Supplier nor a Participating Entity shall be liable to the other party under the agreement between Supplier and the Participating entity, whether due to breach of contract, tort (including negligence), strict liability, or otherwise, for loss of anticipated revenues or profits, damages by reason of loss of business reputation or opportunities, or for any special, exemplary, punitive, incidental, liquidated or consequential loss or damage of any nature arising at any time or from any cause whatsoever.

- 11) **Supplier Tools.** Supplier may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how that Supplier owns or licenses (“Tools”) in performing the Services. Notwithstanding the delivery of any Reports, Supplier retains all rights in and to the Tools (including any improvements, customizations, modifications or knowledge developed while performing the Services), and in any working papers compiled in connection with the Services (but not Participating Entity Information reflected in them), including any copyrights, patents, and/or trademarks therein or associated therewith. Sourcewell and each Participating Entity acknowledge that Sourcewell and each Participating Entity have no right, title, or interest in or to the Tools or any copyrights, patents, and/or trademarks therein or associated therewith.
- 12) **Supplier’s FOScore® Platform EULA.** Use of the Supplier’s FOScore Platform is subject to the terms of the FOScore Platform End User License Agreement (“EULA”). For purposes of clarification, to the extent there is any conflict between the terms of this Agreement or any agreement between Supplier and a Participating Entity and the EULA as it relates the FOScore platform and use thereof, the terms of the EULA shall govern.

Sourcewell

Facility Optimization Solutions, LLC

Signed by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 2/12/2025 | 12:52 PM CST

DocuSigned by:

054E9498661147E...
By: _____
Joseph Cassata
Title: President
Date: 2/12/2025 | 1:26 PM CST

RFP 102424 - Facility Assessment and Planning

Vendor Details

Company Name: FOS of CannonDesign
Address: 50 Fountain Plaza
Suite 200
Buffalo, New York 14202
Contact: Rachel Appel
Email: rappel@foscd.com
Phone: 716-316-5664
HST#: 61-1954591

Submission Details

Created On: Tuesday September 17, 2024 09:20:29
Submitted On: Thursday October 24, 2024 15:32:08
Submitted By: Rachel Appel
Email: rappel@foscd.com
Transaction #: 113d72b8-e5cd-48a1-a5aa-a9e18def5c88
Submitter's IP Address: 64.66.117.16

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.	Facility Optimization Solutions, LLC (FOS). FOS is a wholly owned subsidiary of CannonDesign.	*
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).	This is not applicable as we do not have any additional registered entities.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	UEI: CY3HLV3E1JF8	*
5	Provide your NAICS code applicable to Solutions proposed.	54131 – Architectural Services 541513 – Computer Facilities Management Services 541611 – Administrative Management and General Management Consulting Services	
6	Proposer Physical Address:	50 Fountain Plaza, Suite 200 Buffalo, NY 14202	*
7	Proposer website address (or addresses):	foscd.com	*
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):	Joseph Cassata, RA, NCARB President 50 Fountain Plaza, Suite 200 Buffalo, NY 14202 jcassata@foscd.com 716.316.5664	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Joseph Cassata, RA, NCARB President 50 Fountain Plaza, Suite 200 Buffalo, NY 14202 jcassata@foscd.com 716.316.5664	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Michael Perno Head of Sales and Marketing 50 Fountain Plaza, Suite 200 Buffalo, NY 14202 mperno@foscd.com 267.406.4415	

Table 2A: Financial Viability and Marketplace Success (50 Points)

Line Item	Question	Response *
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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>Facility Optimization Solutions, LLC (FOS) is a wholly owned subsidiary of the international, 100+ year old architecture, engineering, and consulting firm – CannonDesign, one of the largest integrated design firms in the world. Our team, FOS, has grown from a small, part-time team to a major, multi-office entity comprising a group of multidisciplinary professionals dedicated to providing physical asset management solutions across all markets and building types across North America.</p> <p>The FOS team was founded more than 15 years ago with a specific focus on providing data-driven solutions to the greatest challenges facing our clients in managing and planning their built assets. We are made up of architects, engineers, facility managers, facility engineers, constructors, construction-cost estimators, software engineers, and data analysts. This diverse group solves complex facility management challenges in a holistic and balanced manner. Our core values are based on transparency, open communication, and a true desire to understand and solve challenges in new ways that leverage and expand our industry leading solutions.</p> <p>Our firm also developed its own in-house data collection, management, and capital planning software service, FOScore®. This easy-to-use software platform was created to assist our own FCA teams during data collection in the field. Our clients can also become full-time subscribers and use the software to manage and house their data, manage their assets, and build capital improvement plans and scope individual projects.</p> <p>Our business philosophy centers on innovation, invention, continuous improvement, and customized market responsive solutions. Our team looks to understand the unique challenges and opportunities and develops innovative tools approaches to achieve highly valuable results for our clients efficiently and consistently.</p>	*
12	What are your company's expectations in the event of an award?	<p>Our expectation in the event of an award would be to feature and provide the Sourcewell contracting vehicle to a large portion of our existing and potential client partners – a database in excess of 2,300 active clients in the past 10 years. We see tremendous value for our clients, especially some of our smaller agencies, in having a national procurement option that can increase their internal efficiencies and expedite procurement. Additionally, we see an advantage to existing Sourcewell members having access to our full suite of services, which are currently underrepresented.</p> <p>FOS meets regularly with our partners at 17 CannonDesign offices throughout the U.S. In these meetings, we broadcast new opportunities in each location, share relevant industry developments, discuss how we can collectively work to meet the needs of our clients, and develop a strategic outlook for each specific region. We also discuss any legal questions regarding target clients and specific, regional legal requirements. In the event of an award, FOS would like to conduct an in-person presentation with Sourcewell staff and personnel to provide an in-depth look at all of our FCA-related services. This would enable us to share and learn with Sourcewell teams to bolster our efforts to represent the values of Sourcewell as a preferred engagement vehicle for these services in all of our offices throughout North America. We look forward to receiving feedback from Sourcewell and answering any questions your leadership team has regarding our business plan.</p> <p>Legal Notification: Facility Optimization Solutions, LLC is not currently registered in the State of Minnesota. If we are selected for this Agreement, upon award of contract by Sourcewell, we will register to do business in Minnesota.</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>Our annual audited revenue for the last 5 years is as follows:</p> <ul style="list-style-type: none"> • 2022 - \$313,104,219 • 2021 - \$328,396,492 • 2020 - \$268,359,267 • 2019 - \$251,434,590 • 2018 - \$228,533,757 <p>2023 financials are not yet available. Supporting documents have been uploaded for review. Please advise if specific additional information would be valuable for evaluation.</p>	*
14	What is your US market share for the Solutions that you are proposing?	FOS is currently ranked #1 in the world for Facility Management Services by an AEC firm by World Architecture 100. We have maintained this ranking for four consecutive years and fully expect to maintain this status with a total of \$27M in facility management services. We do not have data specific to the US in terms of rankings or the total value of facility management services conducted on an annual basis by all firms.	*

15	What is your Canadian market share for the Solutions that you are proposing?	FOS is currently ranked #1 in the world for Facility Management Services by an AEC firm by World Architecture 100. We have maintained this ranking for four consecutive years and fully expect to maintain this status with a total of \$27M in facility management services. We do not have data specific to Canada in terms of rankings or the total value of facility management services conducted on an annual basis by all firms.	*
16	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 Sourcwell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	FOS has never petitioned for bankruptcy protection.	*
17	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). 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? 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?	a) We identify as a service provider. b) FOS is best described as a service provider. More specifically, we provide professional services for facility management, assessment, and planning. Our sales and service forces are fully integrated in terms of identifying target clients, engaging and developing scopes of work, and performing services in order to maintain our 100% client satisfaction rating. All of our employees are on staff, and we do not engage with third parties to perform our services unless specifically requested by our clients. While we do not have a "dealer network," we do provide services on behalf of 17 CannonDesign offices in North America. In addition to providing facility management services, we have also developed FOScore® - a condition assessment, cost estimating, capital planning, project planning web-based tool. Additional functionality includes budget development, 'what-if' scenario planning, custom key performance indicators evaluation tools, and total cost of ownership module. We offer FOScore® as a software as a service (SaaS) to clients from coast to coast.	*
18	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.	Our team is made up of registered architects (RA), professional engineers (PE), licensed contractors, certified construction managers (CCM), and facility management professionals (FMP). Our team also has various building specialists, data analysts, software designers, and other support roles that do not carry or require certifications. Our teams are typically blended with licensed and non-licensed professionals based on project complexities and requirements. There are typically no licenses or certifications that are required to be held to execute this type of work, but our credentials set us apart from many other providers in the marketplace. Again, our team does not engage with any third parties to perform our work unless specifically requested by an owner.	*
19	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 Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Facility Optimization Solutions, LLC, has not been debarred or suspended in the past seven years.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Our firm has received significant recognition in the industries, markets, and geographies we serve. The CannonDesign corporate network is often recognized for innovation excellence, a significant driver of our culture. Notable rankings and awards for your review include: -#1 Worldwide for Facility Management Services – World Architecture 100 since 2021 -#1 Workplace for Innovators in the U.S., 2024 (Fast Company) -#2 Most Innovative Company in North America, 2021 (Fast Company) World Changing Company Finalist, 2019 (Fast Company) -FOScore®'s TCO Module recognized on Building Design + Construction's Top 40 Biggest Inventions list, 2024 -Time Magazine's Best Inventions of 2022, for innovative education-focused work at the Seneca Valley School District. Many other market and location-specific recognitions may be seen on the CannonDesign website at the following link: https://www.cannondesign.com/about/recognition/	*
21	What percentage of your sales are to the governmental sector in the past three years?	30%	*
22	What percentage of your sales are to the education sector in the past three years?	50%	*

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?	<p>For the services requested through this solicitation, we do not hold any state, provincial, or cooperative purchasing contracts for the specific services requested through this solicitation. However, we hold several term and IDIQ contracts with individual institutions.</p> <p>FOS holds several multiyear and term contracts including the following institutions and agencies: State of Missouri, Dormitory Authority of the State of New York, Division of Capital Asset Management Maintenance (DCAMM – Massachusetts), County of Riverside, Alameda County, Trinity Health, and Mercy Health. As mentioned above, we hold several IDIQ contracts through our Job Order Contracting (JOC) service. Additionally, FOS has access to utilize numerous existing master service agreements, term contracts, or IDIQ contracts through interagency agreements with CannonDesign.</p>	*
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?	For the services being requested through this solicitation, we do not hold any state, provincial, or cooperative purchasing contracts for the specific services requested through this solicitation. We do hold several term and IDIQ contracts with individual institutions.	*

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Division of Capital Asset Management & Maintenance (DCAMM)	Sarah Felton, RA, LEED AP	617-352-8703	*
City of Boston	Gui de Azevedo	617-595-0020	*
State of Missouri	Jesse Rollins, PE, MBA	573-522-5053	*
County of San Luis Obispo	Shelby Hopkins	805-788-2315	
University of Illinois System	Matt Edmonson	217-244-7335	

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

Describe your company’s capability to meet the needs of Sourcwell 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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26	Sales force.	<p>Our firm, FOS, is integrated throughout CannonDesign's 17 offices strategically located across the United States and Canada. FOS has 75 total employees with 32 directly involved with our FCA work. CannonDesign, as a whole, has a total staff of nearly 1,300 individuals, and roughly 20% are directly responsible for sales of our products and services. This includes firm principals, client relationship leaders, and a dedicated business development, marketing, and communications department. While operating as a close-knit and small firm, FOS, by extension of our relationship with CannonDesign, has access to resources and the outreach of a much larger company including client leaders strategically located throughout North America. The FOS marketing and sales team is embedded in Cannon Design's Brand Management and Business Development (BMBD) group, a collection of industry specialists who continually share the best practices for marketing, sales, and communications processes. This group has helped grow and enrich the FOS marketing and sales team, providing new avenues and strategies for pursuing FCA work and enhancing our overall brand. Furthermore, FOS engages CannonDesign's Office Practice Leaders, Client Leaders, and other CannonDesign personnel who are strategically located throughout the country in monthly meetings. In these meetings both FOS and CannonDesign share industry information, data, and developments with each other in order to cultivate a positive working relationship and understand how to best meet the needs of our clients and potential clients in those regions.</p> <p>While we do not have a "dealer network," we do market, sell, and deliver our services through 17 CannonDesign offices in North America, including: Baltimore, MD Boston, MA Buffalo, NY Chicago, IL Dallas, TX Denver, CO Houston, TX Irvine, CA Los Angeles, CA New York, NY Pittsburgh, PA Portland, OR San Diego, CA Seattle, WA St. Louis, MO Toronto, Canada Washington, D.C.</p> <p>This coverage means we have deep experience and relationships with public and private entities throughout North America. Individuals in each office are directly responsible for sales of our services and products, and more importantly, maintaining client relationships following a sale. This model could be understood as account managers who maintain and develop client relationships with assistance from product and service specialists from the significant and diverse offerings our firm provides. CannonDesign offices are also grouped into strategic regions, and FOS regularly engages with regional coordinators to understand and further client relationships and develop innovative solutions.</p> <p>Please also note that our coverage is not limited to locations in which we have offices. We actively market and pursue sales throughout North America. Earlier this year, we established two new offices in Seattle and Portland and are excited about expanding our services in that region. We have experience working in nearly every U.S. state and Canadian province, in addition to significant international design, engineering, and construction experience.</p> <p>Please see the Marketing Plan section later in our proposal for more in-depth information on our strategic plan and implementation plan in the event of an award with Sourcewell.</p>
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	We do not rely on a dealer network for the specified services.

28	Service force.	For the purposes of this RFP and the specified services, we will define "Service Force" as our production employees that perform facility condition assessments and related services. The FOS team dedicated to performing FCAs and related services on a national scale includes more than 32 full-time employees, including registered architects, professional engineers, cost-estimators, constructors, facility managers, and technology specialists. These individuals understand how facilities are designed, built, operated, maintained, and repurposed as well as the perspectives and obligations of individuals throughout agencies and institutions to deliver accurate and actionable decision-making information. We are actively growing these teams across the country as we continue our robust growth as a company. In addition, CannonDesign employs hundreds of architects, engineers, planners, data analysts, and more that we involve in projects as necessary based on the defined scope of work.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Regarding the ordering process, all FOS engagements will be handled internally through our multi-faceted sales and marketing team. We do not operate with dealers or distributors. We utilize our leadership, management, assessment, sales, and marketing teams to directly engage clients. Using the knowledge of our experienced project managers, assessors, cost estimators, and client leaders, our marketing and sales team draft proposals that are tailored to each client's individual needs, schedules, and budgets and reinforced through our firm's expertise. Our ordering process is all managed internally at FOS and/or with the assistance of CannonDesign. Joe Cassata serves as the project executive for all projects and would oversee all contracts associated with Sourcewell.	*
30	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>Our customer service procedures exist on a foundation of delivering 100% positive satisfaction ratings. This is accomplished using the following processes:</p> <ul style="list-style-type: none"> -Tailoring our project approach to the specific needs of each client. FCAs and related services cannot be a one-size-fits-all solution, especially considering the diversity of clients potentially reached through this contract. We ensure that our process for each client is built around their goals so that our final deliverables exceed expectations. -Employing a pilot process for each project, when applicable, wherein the FCA process is taken to completion for a single building or group of assets. This allows our team and the client to set all FCA parameters and expectations, test their reliability and thoroughness of deliverables, and ensure that the client is satisfied prior to completing the balance of the portfolio. -Our customer service representatives respond to clients within two weeks of a request, but often are much faster with their response, replying within five days or less. <p>Client Software Engagement Process</p> <p>Our FOScore® FCA and capital planning software is supported by a software engagement team consisting of a highly accessible, knowledgeable, and dedicated client relationship manager, a software leader, and a developer/programmer, who guide our clients' facility teams and stakeholders through a checkpoint-based client software engagement (CSE) process.</p> <ul style="list-style-type: none"> -Phase 1 of the CSE process starts during the assessment when our software team is introduced at project kickoff and proceeds with a FOScore® demo at the conclusion of our FCA pilot assessment phase. After the pilot orientation, additional educational touchpoints are offered to review the asset, planning, and record modules, up to the FOScore® final reports closeout. -Phase 2 of the CSE picks up after project completion. Additional users may be provided access and onboarding education sessions that are held at 1/14/30/60/90-day touchpoints. Software demos along the CSE journey will progressively move from a general high-level overview to tailored sessions focusing on both software functions (reports, planning, records) and real-world facility goals or tasks (recent repairs or replacements, staff meetings, budget requests). -The CSE process empowers facility owners, managers, planners, operations, and maintenance staff with a living and centralized building information hub that displays what is owned, the current state of their portfolio assets/systems/components, the direct costs to maintain these assets, and how to use the software to strategically plan for the future. -At the completion of our CSE onboarding process, software users are able to sort and prioritize their portfolio's assets/systems/components deficiencies, add and update assessment records, run and generate customizable reports, and use planning tools to build capital improvement projects to inform data-driven budget decisions. -Upon the completion of our 90-day onboarding, users receive monthly support and checkups. Our software engagement team uses these touchpoints to educate new and existing users, working alongside the client team to advance their facility goals. 	*

31	Describe your process for data collection, review, and analysis.	<p>We have a highly developed, nine-step facility condition assessment process that has been tested in facilities across the country that include our data collection, review, and analysis processes. We present our proven approach for your evaluation that includes facility condition assessment planning, on-site facility condition observation, analysis of FCA information, FCA report & database preparation, and presentation of findings in a final report & database phases.</p> <p>Our proven nine steps include:</p> <ol style="list-style-type: none"> 1. Orientation – The orientation becomes an instructive lens that guides the development of the FCA where we meet and discuss the long-term uses of the FCA, work that has been completed to date, and the stewardship goals of all the stakeholders at the project onset. In this meeting, we also select assets for the pilot assessment program. We believe the pilot assessment is the single greatest precursor to success and approach for providing consistency and excellent results. 2. Pre-Assessment – Prior to the site survey, FOS engages our clients to help develop the schedule and finalize the scope of services and the list of assets. We will then either set up a shared OneDrive, Google Drive, SharePoint, Teams channel, or utilize the Client's preferred file sharing platform. Our team reviews our clients' existing documentation, including data from previous assessments. For example, FOS will request data files, roof reports, building façade studies and drawings, mechanical schedules, electrical one-line diagrams, arc flash hazard analysis, and floor plans. Additionally, FOS uses SurveyMonkey questionnaires to engage client staff, leadership, and other stakeholders for additional information about their facilities. 3. Site Survey – Following the pilot, our team will provide a detailed on-site condition assessment that includes both facilities and infrastructure. FOS sends a four-person assessment team covering each discipline (architectural, mechanical, electrical). These teams are handpicked from our in-house resources based on aligning their strengths, backgrounds, and experience who are best equipped to meet our clients' needs. Our assessors work on a strategic travel cycle and FCA projects are scheduled geographically for efficiency. Additionally, the FCA work is based on the assigned level of detail we have designated to the project according to Uniformat standards. 4. Office Analysis & Costing – Our team will evaluate the data we collected from the condition assessment to determine trends, comparisons, and potential correction strategies. We will provide an expanded evaluation to transform the raw data into strategic information sets. During this process, our assessors and cost estimators work to provide our clients with accurate Facility Condition Index (FCI) estimates and determining their deferred maintenance deficiencies (DMDs). Our in-house cost estimating team also provides associated cost estimates for our clients. 5. Quality Control & Quality Assurance – Our assessors conduct a "self QC, while our project managers conduct additional QA checks of every report. A third check is completed by our Quality Assurance Leader Rich Mrugala before final reports are delivered. FOScore® also has built-in QA checks that assist our assessors and clients while reviewing data and creating reports. 6. Report In Approved Format – Using the data collected during the on-site facility condition assessment and analysis phase, our team will provide a comprehensive set of narrative reports in PDF format as well as a Microsoft Excel database for all of our clients' facilities. Software subscribers will also receive access to their data within FOScore® 7. Deliver Draft – Drafts are delivered on a strategic reporting cycle throughout the FCA process for review by our clients. 8. Collaborate, Pilot Review, Software Demo – FOS works with our clients to improve the reporting method for the final report. FOS team members and the client will review the data and reports from the pilot. Additionally, our software team will begin providing software demonstrations for the client. 9. Adjust, Final Presentation, Executive Summary, Software Training – FOS will make adjustments to the draft reports based on the client's feedback and delivers the final reports. FOS also provides an executive summary presentation at the end of our FCAs. This presentation helps inform client stakeholders about the work we completed and how the data they are receiving can be used to improve their facilities.
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32	Describe any forecasting of potential renovations, upgrades, or modifications	<p>FOS provides recommendations for repair and replacement based on 1-, 5-, and 10-year schedules. Our partners at CannonDesign, as an A/E firm, have immense experience providing renovations, upgrades, and modification forecasts for clients. FOS will engage CannonDesign for any Sourcewell contracts that require forecasting of potential renovations, upgrades, and modifications. Within FOScore®, our in-house software service, FOS offers multiple unique features such as are our ad hoc reporting and our FCI tools, as well as our reports, assets, and planning tabs – all with their own purpose designed for our clients. These mechanisms within the software allow our clients scenario plan, test budgets, and forecast their overall needs. These planning modules include:</p> <p>Budget Allocation Tool: This tool offers several pre-defined algorithms to automatically select deficiencies to remediate based on your available budget. This can be prioritized in several different ways, including: correction of highest priority issues (accounting for priority, observed remaining life, risk of failure, and impact of failure – in that order); correction of the largest number of issues regardless of priority; high priority, weighted by missionality; high priority, weighted by criticality, and high priority, weighted by criticality and missionality.</p> <p>Target FCI Tool: This tool enables users to input a target Asset FCI at 1-year, 5-year, and 10-year intervals and calculates the total needed to spend per asset in order to accomplish the Target Facility Condition Index. After establishing the Target FCI, the system will allow you to extrapolate a 10-year budget based on your selections. This allows you to set specific condition goals per building and understand the cost associated with achieving those goals.</p> <p>Project Planning and Budgeting Tool: The Project Planning tool allows users to bundle desired items together to develop projects across all assets. This tool has numerous parameters and filtering capabilities that users can select, including portfolio, site, asset, category, Uniformat number, and priority. The project planning module also has the ability to add percentage factors and fixed dollar amounts that apply to the overall project costs. This tool lets clients tailor the project delivery to their preferred methods, such as design/bid/build, design/build, vendor contracts, or small projects that will be self-performed. Additionally, it can calibrate implementation costs based on recent similar projects.</p> <p>Our software specialists can also create custom dashboards for our clients to reach their facility-related objectives.</p>	
33	Describe any cost analysis and budgeting tools you utilize and how the information is shared with stakeholders.	<p>Unique among FCA providers, FOS utilizes our own in-house cost estimating resources. We do not solely rely on published national cost estimating books or databases; these costs can be overly generalized and lack sufficient insight to build projects and capital plans. Our in-house cost estimating team maintains and updates our live cost database, whose unit costs are developed from our custom-built Simplebid® job order contracting database. This is based on contractor pricing, manufacturers' quotes, bid results, and various published estimating resources. This resource has been developed and consistently updated over the last 50 years by our team of seasoned estimators, enabling us to provide cost estimating services with a greater degree of accuracy that also incorporate local factors including material costs, market conditions, and labor rates specific to each project's location.</p> <p>FOS also offers further assistance to our clients regarding cost analysis and budgeting. Capital planning tools included in our in-house software service, FOScore®, offer great accessibility for our clients to help budget and plan their future facility upgrades. FOScore® can help teach our clients how to budget appropriately and meet their goals.</p>	
34	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	<p>We are 100% able and willing. We see this vehicle as a major opportunity to increase our availability in multiple sectors for clients across the country. We are fully committed to integrating Sourcewell as our PRIMARY vehicle for new and existing clients. To date, our firm has performed over 2 billion square feet of facility condition assessments and related services for clients in 38 states and 3 provinces in Canada. We are strategically located geographically to serve all Sourcewell participating entities.</p>	*
35	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>As described in the above response, FOS has provided FCA services to multiple clients in the 3 provinces in Canada and is willing to serve Sourcewell clients throughout the country.</p>	*
36	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	<p>We intend to offer our services to all Sourcewell participating entities in the 48 contiguous states.</p>	*

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.	Within our software, there are additional modules available for our clients to use for additional fees – these currently include an Estimating Module, Key Performance Indicators Module, Reference Module, and Total Cost of Ownership Module Clients are given the option to include these modules within their software subscription. These specific modules are not included in our base plan for our software packages. These items, and any software integrations or single sign on requirements would need scoping meetings to facilitate. The services are available but would require additional detailed tailoring on a case-by-case basis.	*
38	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We do not have specific Sourcewell contract requirements or restrictions that would apply to participating entities outside of the 48 contiguous United States. For participating entities in Hawaii and Alaska, we ask that our offered pricing be used as a guideline but negotiated on a case-by-case basis. This is especially necessary if we are providing any added-value services that may be influenced by the geographic nature of these two states.	*
39	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
40	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>FOS will engage in a multi-channel marketing strategy for the contract awarded by this solicitation. This will include a combination of outbound marketing of the contract to Sourcewell member organizations, potential or current clients of ours who are not currently Sourcewell member organizations, and education to those same clients about the solutions that may be procured through the contract. FOS has identified more than 400 entities registered in Sourcewell that FOS and CannonDesign have previously worked with. We have found that education about the solutions we provide, the processes in which they are conducted, and most importantly the value that our datasets and deliverables create is most effective in developing successful programs for each of our clients. To assist this process, we use a variety of educational, promotional, and representative deliverable material to market solutions like those that would be procured through this agreement. We have uploaded the following files to assist Sourcewell, its members, and its potential members in the understanding of what we use to market our firm:</p> <ul style="list-style-type: none"> -FOS FCA Informative Packet (please find attached in the Marketing Plan/Samples section) -Regional Marketing Brochure Examples (please find attached in the Additional Document section) <p>FOS is currently working on additional marketing collateral and more regional brochures.</p> <p>Note that as our sample deliverables are proprietary, we will provide those to each client's individual request. This also helps ensure we send the correct material based on scope, market, building typology, level of detail, etc.</p> <p>FOS holds monthly meetings with our CannonDesign partners in offices located in our four regions we market toward: Eastern, Central, Great Lakes, and Western. Each office with these regions has an Office Practice Leader who is familiar with that region's current and prospective clients and projects. FOS meets with these practice leaders to foster more growth in strategic collaboration and information sharing, staffing, proposal output, and connections with current or potential clients. FOS wins 40% of the opportunities we pursue, and with a selection from Sourcewell, we are confident that we can utilize our existing CannonDesign network paired with the Sourcewell contracting vehicle to further cultivate these relationships, generating strategic growth.</p> <p>FOS will also utilize the expertise of CannonDesign's Brand Management and Business Development (BMBD) group, comprised of a team of marketing and communications professionals who facilitate marketing best practices and can help FOS further create connections beyond the capacity of our 5-member marketing team. The BMBD group comprises 54 members, who are strategically located throughout North America.</p> <p>FOS was previously selected to provide Sourcewell Job Order Contracting (JOC) services in 2021. As a new FOS service line, this partnership with Sourcewell has had a slower start than anticipated initiating contracts through your program, but FOS's JOC team has since begun to grow exponentially, and our JOC team has continued to expand as well. The JOC team's monthly revenue is currently in excess of \$1M. FOS is primed to fully begin to utilize Sourcewell for its JOC program and continue this nationwide growth. Furthermore, FOS often cross sells our JOC and FCA services to applicable clients. This practice will continue with Sourcewell and opens the door for dual success when FOS brings in a new client either of the services.</p>	*

41	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Our digital marketing strategy and collateral marketing content sees exposure to over 1 million unique users per year. FOS has a robust marketing strategy assisted by technology and social media. This includes our website (www.foscd.com), CannonDesign's website (www.cannondesign.com), various social media outlets, email campaigns, digital ads, blog posts, digital publications, and more. For example, FOS's extensive list of followers on social media accounts (e.g., LinkedIn) sees continual growth, which our team will utilize to promote our partnership with Sourcewell on multiple platforms. As it relates to the contract resulting from this solicitation, and what it means for Sourcewell member organizations or potential member organizations. These outlets will likely bring a user to a place on our website that describes the awarded contract, how it is used, accompany that information with educational support related to the services that may be procured, and encourage a user to set up a discussion with our team.</p> <p>Our marketing team attends national conferences and provides lectures and presentations for various organizations numerous times per year. For example, our marketing team attends the NASFA conference annually to promote our line of services and make connections. Below is a list of the conferences we attended in 2024:</p> <ul style="list-style-type: none"> -IFMA – International Facility Management Association -NASFA – National Association of State Facilities Administrators -NIGP – National Institute of Governmental Purchasing ("The Institute for Public Procurement") -CAPPO – California Association of Public Procurement Officials 	*
42	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>We will rely on Sourcewell's ability to make details of the awarded contract easily available to member organizations. We do not expect Sourcewell to be a subject-matter expert on our services, rather we plan to equip the Sourcewell team with the required background, education, and material to help your member organizations in need of these services to easily identify us as a supplier. We will integrate the Sourcewell contract into our process as the preferred vehicle for any client to receive a competitively sourced product without committing their limited time and resources to procurement. We very often find clients who need to start projects immediately and are looking for similar vehicles, and where applicable have used piggybacking statutes to leverage our existing contracts. An awarded Sourcewell contract will make this process much more straightforward and allow us to focus on individual client needs related to each project rather than a lengthy procurement process.</p> <p>In the event of award, FOS will immediately include the promotion of our partnership with Sourcewell in our collateral content brochures, books, and email and social media campaigns. We will make efforts to inform our clients and other partners that we are working with Sourcewell to expand the program. We will also begin educating our regional partners and leadership and BMBD staff across all 17 offices about how Sourcewell can help expand our national reach.</p>	*
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.	The nature of the specified products and services that FOS offers are not well suited for an e-procurement ordering process. Nuances such as level of detail, age of assets, geography, project schedule, access coordination, existing data to be integrated, existing software to be integrated, and owner requirements would be some of many examples as to the layers of complexity that make an e-procurement process a poor fit.	*

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>For clients who may procure software solutions that we provide related to these services, or those who are developing in-house programs to provide these services within their organization, we provide a robust set of training programs. These training programs include:</p> <ul style="list-style-type: none"> • Remote training courses for all base modules and features (included free of charge with all subscription packages) provided by a dedicated client relationship manager. • Remote facility assessment methodology, quality, and consistency training would be provided by our Quality Assurance/Quality Control Manager. <p>These courses are tailored to the scope and needs of each client and should be discussed in greater detail with Sourcewell member organizations or potential organizations. Onsite trainings would be offered in an à la carte fashion as an additional service.</p>	*

45	Describe any technological advances that your proposed Solutions offer.	<p>Our facility condition assessment process is an advancement built upon recognized industry standards. The proprietary process for conducting an FCA, developed and enhanced by our team over the last 15 years, creates dynamic, actionable datasets for our clients. Combined with the related services specified in this RFP, and other complimentary services provided by our firm, we help our clients comprehensively understand and optimize the total cost of ownership of their physical asset portfolios.</p> <p>We have an in-house software team that focuses solely on managing and maintaining FOScore®. This work includes continual updates to the software and ensuring it's offering the most up-to-date services. The software team is always innovating and looking at new ways to improve the software. They also work with clients to modify or customize the software's reporting features as appropriate. Some examples of their innovative efforts include the following:</p> <ul style="list-style-type: none"> -Total Cost of Ownership (TCO) module – This module is a tool used to provide facility management teams with the ability to understand the total cost of ownership of assets over a 50-year outlook, giving our clients a dynamic solution that can be used to keep facility data up to date and inform tactical decision making. Our TCO model was also included on Building Design + Construction's Top 40 Biggest Inventions list in 2024. -Key Performance Indicators (KPI) tool – This Key Performance Indicator (KPI) module is designed to be a flexible data gathering tool that can convert existing design guidelines, standards, and rubrics (or produce new custom evaluations) and then synthesize this data for FOS -Cost Estimating Module – This tool includes our robust built-in cost book with the ability to develop construction projects and detailed estimates with analysis comparison capabilities. -Reference module – includes a cost database viewer and escalation data, utilizing and isolating key information for commodities linked to the construction industry from the federal reserve economic database.
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>Our world has evolved into one of unlimited needs and aspirations, yet one with increasingly limited and threatened resources. We are on a journey of continuous improvement leveraging our integrated culture to bring greater value to our clients and help solve some of society's greatest resource challenges.</p> <p>We focus on sustainable practices because it matters. It matters to the greater good of improving our environment for generations to come and it matters to the clients with whom we partner. We offer specialized sustainability services that deliver enduring value by creating durable high-performance buildings, reducing cost, and optimizing resource consumption.</p> <p>We stand committed to sustainability, collaborating with the AIA, DOE and EPA, continuing our leadership role with The AIA 2030 Commitment.</p> <p>Further information regarding our sustainability practices and commitments are available online at the following link: https://www.cannondesign.com/about/sustainability/</p> <p>Together, we are improving the culture of sustainability, leading by example and helping in the journey to create a better world. Sustainability services that our firm offer include:</p> <ul style="list-style-type: none"> • Energy assessments • Sustainable and resilient design • Climate action planning • Zero-net-energy planning • Electrification strategies • Resiliency, decarbonization, and sustainability assessments <p>At the Division of Capital Asset Management and Maintenance, our FCA also included the identification and preliminary planning for de-carbonization to move campuses off fossil fuels, identifying efficient energy and water conservation measures, identifying deficiencies in ADA compliance, and prioritizing needs related to climate change adaption and resilience. All FCA data was formatted according to DCAMM's specifications for upload into their CAMIS work order database, a custom TRIRIGA platform. FOS has successfully integrated or populated with dozens of computerized maintenance management systems.</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>The nature of the specified products and services are not directly applicable to this question. However, our FOScore® software offers areas within its system that help clients budget and plan for their future while considering their energy efficiency goals. Specifically, our TCO Module helps clients better understand “known costs” and “unknown costs,” aiding in their overall understanding on how energy efficient upgrades can reduce overall costs and consumption. FOScore®’s TCO Module was recognized on Building Design + Construction’s Top 40 Biggest Inventions list.</p> <p>FOS has worked with CannonDesign numerous times for FCA clients who are seeking greater energy or decarbonization services to meet their efficiency goals. CannonDesign shares these collective resiliency and sustainability challenges with every one of its clients. They offer specialized sustainability services that create enduring value through reducing cost, optimizing energy and water consumption and creating durable, lasting and respected environments. CannonDesign’s long-standing client relationships allow us to redefine the scope from a near-sighted view to one of collaboration and understanding that endures over time. Our focus is on targeted, defined and long-term outcomes that are most relevant to our clients. Together, CannonDesign is improving the culture of sustainability, leading by example and helping in the journey to create a better world.</p> <p>CannonDesign’s specialized sustainability services deliver enduring value by creating durable, high-performance buildings, reducing cost and optimizing resource consumption.</p> <p>CannonDesign’s expertise:</p> <ul style="list-style-type: none"> • Energy, carbon and climate action plans • Energy, water and waste goal setting • Higher performance building analysis and design • Renewable energy and net-zero analysis and design • Sustainability master planning • Third-party certification management • Passive Thermal sustainability analysis • Existing building resiliency assessment • Post-event assessment and recovery
48	Describe approaches used by your company to align recommendations with an owner’s sustainability goals.	<p>Our modules and systems already housed in FOScore® are designed to help extend life cycles of equipment and can be used to promote the sustainability and decarbonization goals of our clients. These tools within the software can aid in “big-picture” planning to achieve various efficiency goals and provide great investment scenario planning for clients. Additionally, FOScore® has an energy efficiency tracking tool within the data collection tool that aids clients in meeting their efficiency goals by noting where and when they can make low-lift updates to help meet these standards.</p> <p>FOS was founded on the principle that the most sustainable and efficient buildings are already here and built, so determining the methods and costs for maintaining this infrastructure is key to sustainability. FOS has worked with and provided energy-efficient recommendations to several clients in Massachusetts who were responding to state-mandated energy guidelines and has given presentations to peers about the growing need for incorporating sustainability and decarbonization into the facility condition assessment process, most recently the International Facility Management Association’s 2024 Conference.</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>As it relates to the services being procured through this solicitation, our firm presents the following differentiating factors:</p> <ul style="list-style-type: none"> -Dedicated discipline subject-matter experts. Our professional staff engage in facility condition assessments and related services full-time, supported by the resources of a global architecture, engineering, planning, and construction firm. -In-house software development and data analysis team. We deliver dynamic solutions that may be continually updated. This means our results create an actionable, long-term framework for responsible facilities planning that does not collect dust on a shelf. -Project approaches tailored to the needs of each client. We do not employ a one-size- fits-all solution for services delivered to our clients. Instead, we take time to understand our clients, their mission and goals, and individual needs before developing the approach and deliverable for each project. -Pilot assessment program. Prior to engaging in a large-scale facility condition assessment, we conduct a pilot program when applicable to run our process to completion on a single asset or selected group of assets. This allows us to test our approach and deliverables, adjust as necessary based on client feedback, then complete the balance of the project ensuring our clients’ expectations are met and exceeded before final deliverables are produced. This has proven to be the most successful part of our process that has created 100% client satisfaction. -As mentioned above, our in-house cost estimating service makes FOS unique. Our cost estimating team maintains and updates our live cost database, whose unit costs are developed from our custom-built Simplebid® job order contracting database. This resource has been developed and consistently updated over the last 50 years by our team of seasoned estimators, enabling us to provide cost estimating services with a greater degree of accuracy that also incorporate local factors including material costs, market conditions, and labor rates specific to each project’s location.

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 re-sellers 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.	Requested payment terms are net 30, however actual payment terms are generally discussed with each client and written into the purchase agreement.	*
60	Describe any leasing or financing options available for use by educational or governmental entities.	Leasing or financing are not applicable options for the specified services in this RFP.	*

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>The proposed ordering process involves scoping discussions with a potential client followed by a lump sum or hourly fee proposal for the defined services. Once the scope and fee proposal are finalized and approved by a potential client, we will seek a signed agreement or notice to proceed for the specified services. We will report back to Sourcewell our quarterly sales based on purchase orders received from participating organizations during each quarter.</p> <p>At the start of each facility condition assessment project, our senior project manager requests all existing building documentation from the client, including but not limited to previous FCA reports, elevator consultant reports, CMMS data outputs, facade and roof reports, commissioning reports, BMS data reports, capital improvement plans with cost data. All documents and data provided are reviewed by our team during the pre-assessment process.</p> <p>Attached are our standard FOScore® Order form and EULA documents that are provided and completed with each software subscription.</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?	Based on the specified services, it is unlikely that they would be procured or paid using a P-card. We are exploring options to offer a P-Card payment plan. It would require a flat service charge.	*
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>Our pricing model for facility condition assessments is defined in terms of cost per square foot. This model is intended to be a gauge for clients to understand relative costs associated with these types of professional services. These baseline costs are modified by real-world implementation criteria such as the total number of assets, number of campuses, geographic spread, age of assets, project phasing, existing data integrations, existing software integrations, required background checks or other client driven logistics, and travel requirements. Please see the attached FCA baseline costs matrix.</p> <p>Software subscription costs are based on a range of total project square footage, and the base cost includes unlimited user licenses, training and production environments, home screen dashboarding, standard reporting functionality, access to a software wiki (FAQ), product upgrades and releases, secure data backups, customer support (8am-5pm EST), and an assigned client relationship manager. A one-time setup and configuration charge covers determination of specific needs and requirements, required integrations to third-party systems, custom reports and dashboards, and single sign-on setup and testing. For an additional fee, clients can access additional modules, including Cost Estimating, Key Performance Indicators, Total Cost of Ownership, and Reference.</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.	Pricing varies primarily by the selected level of detail. Discounts may be applied on a project-by-project basis, generally influenced by the economies of scale related to larger asset portfolios. As above, various implementation factors will apply. Please see the attached FCA baseline costs matrix.	*
65	Describe any quantity or volume discounts or rebate programs that you offer.	Pricing varies primarily by the selected level of detail. Discounts may be applied on a project-by-project basis, generally influenced by the economies of scale related to larger asset portfolios. As above, various implementation factors will apply. Please see the attached FCA baseline costs matrix.	*
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.	A quote will be provided for each request. The FCA baseline costs matrix is a starting point only. We do not provide a 'one-size fits all' approach. We provide a detailed proposal aligning the unique scope of each project with associated fees.	*
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.	All facility condition assessment fees are inclusive of all associated costs such as travel, training. No additional "reimbursable expenses" are submitted. No shipping is provided. All deliverables are in digital format.	*
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.	Freight, delivery, and shipping are not required and not included as part of any FOS professional services.	*

69	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, delivery, and shipping are not required and not included as part of any FOS professional services.	*
70	Describe any unique distribution and/or delivery methods or options offered in your proposal.	FCA deliverables can be provided in our software platform, which provides our clients with an updatable, dynamic solution that enables their FCA data to increase in value over time. FOS can also schedule the FCA process in phased approach to accommodate a client's schedule or budget. For example, for a recent statewide client, FOS provided a facility condition assessment across the entire state over the course of three years to accommodate their annual budget.	*
71	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>Because the scope of services is broad, our offered pricing is a baseline guide for organizations planning a facility condition assessment or related service. Our scoping discussions with each client will define the final project pricing, however it is likely that final pricing for our projects will fall within the provided guide. We can offer Sourcewell the following:</p> <ul style="list-style-type: none"> • A quarterly report for all purchase orders received during that quarter to define invoices paid to Sourcewell for the administration fee. • With the quarterly administration fee report, we can report project pricing to each client using the contract. This report will indicate whether the pricing fell within the provided guidelines or if we were able to provide further discount to each client. If pricing fell outside of the provided guidelines, we can report to Sourcewell what project scope factors caused this to show we continue ongoing compliance with our provided pricing guidelines. • Project closeout or final invoices. <p>Our firm holds numerous state and private IDIQ contracts with which we are obligated to report back periodic sales and compliance with contract terms, conditions, and pricing guidelines. We do this through online portals hosted by the contract administrators as well as quarterly or annual reports.</p>	*

72	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>Senior project managers (SPM) use a project tracking system to oversee FCAs that help them keep the work on schedule. This tracking system also aids them in determining if they need to make staffing or scheduling adjustments. Our SPMs are in continual communication with our assessors and our clients. This allows the FCA to run smoothly and for the overall team to make adjustments when necessary. We have built several custom reports, databases, and QC tools to facilitate review and the ability to advise the project teams on the need for revisions.</p> <p>We manage our project quality processes at three levels. The initial quality control (QC) point is the individual assessor's "self QC," that is, time dedicated in the project schedule to review one's own work. Following this is the review of the entire assessment team's work by the Project Managers. The Field Project Manager and the SPM review their team's draft to confirm the quality of the data. Following Project Management Review, the draft reports are then passed along to the QA/QC Leader who reviews each Project Team's work to provide product quality and consistency across projects. The QA/QC Leader, with the support of our Cost Estimating Team, provides a final level of cost estimating review before returning the drafts to the Senior Project Manager for publication.</p> <p>We are committed to and focused on data quality control, as it is fundamental to the utility of our deliverables and a key measure of project success. One way that we stand out from our peers is how we employ innovative visualization tools to leverage your data to measure the quality of our findings and make timely course corrections that achieve a high degree of data consistency and accuracy. We've designed our tools with data integrity in mind, and our quality control strategy starts at the initial point of data entry, where required fields and data logic parameters make sure that only plausible data is entered. We've also developed a series of QA/QC exception reports that our team uses to efficiently and comprehensively identify and follow up on potential data anomalies.</p> <p>During the closure of FOS's projects, our communications team conducts interviews with our personnel to discuss milestones, lessons learned, and receive feedback. FOS receives important data and metrics to apply on future projects. This proposal closeout allows FOS to build on progress made with each client and improve our FCA process for future clients.</p>	*
73	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>The offered administration fee structure is provided as follows, please also see the attached FCA baseline costs matrix:</p> <ul style="list-style-type: none"> - Small Projects - 500,000 - 1M BGSF - .025% - Medium Sized Projects - 1M - 5M BGSF - .05% - Large Projects - 5M - 10M BGSF - 1% - Extra Large Projects - 10M - 15M BGSF - 1.5% - "2XL" Projects - Greater than 15M BGSF - 2% 	*

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.	Please see attached FCA baseline cost matrix.	*

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>-Facility Condition Assessment (FCA) -Asset Inventory & Tagging -Property Due Diligence Assessments -Energy Audits (ASHRAE level 1) -ADA Compliance Audits -Capital Improvement Planning -Project Scoping and Planning -Resiliency Assessments -Decarbonization Assessments -Software Integrations -FCA and Capital Planning Software</p> <ul style="list-style-type: none"> o Total Cost of Ownership (TCO) Module o Reference Module o Key Performance Indicator (KPI) Tool o Cost Estimating Module <p>Please reference the FOS Intro and FOS One Page documents attached to this submission for more information on the services listed above. In addition, please see our website at foscd.com for a listing of all services offered by our firm as part of this contract. Note that job order contracting consulting services, while listed on our website, is not offered under this contract as described by the solicitation.</p>
76	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Please review the FOS FCA Informative Packet and Regional Marketing Brochure Examples documents attached to this submission for a list and description of offered services. In addition, our website at foscd.com for a listing of all services offered by our firm as part of this contract. Note that job order contracting consulting services, while listed on our website, is not offered under this contract as described by the solicitation. It is available through our previously awarded job order contracting (JOC) Sourcewell contract.</p>

Table 88: 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	Yes. This is a core service delivered full-time to clients nationally by our professional, multidisciplinary staff.	*
78	Energy, utility, and emissions assessment and planning	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes.	*
79	Site, safety, and code inspections	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes. We offer a number of services that could be considered code inspections.	*
80	Space utilization and planning	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes. This is a core service delivered full-time to clients nationally by our professional, multidisciplinary staff.	*
81	Geographic information system (GIS) services	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes.	*
82	Feasibility, sustainability, and lifecycle assessment	<input checked="" type="radio"/> Yes <input type="radio"/> No	This is a core service delivered full-time to clients nationally by our professional, multidisciplinary staff.	
83	Asset, capital, and deferred maintenance planning and asset classification	<input checked="" type="radio"/> Yes <input type="radio"/> No		
84	Benchmarking services and quality assurance	<input checked="" type="radio"/> Yes <input type="radio"/> No		
85	Project management and coordination with facility owners	<input checked="" type="radio"/> Yes <input type="radio"/> No		
86	Contract management and financial monitoring	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes. We already offer this for JOC, our other Sourcewell contract, but not yet for our FCA services.	
87	Budget development, and program management services	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes. We can provide budget development, bond program development, resolution planning, program management service throughout partner at CannonDesign.	
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		

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

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

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

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

- [Pricing](#) - Sourcewell Fee Structure 10.24.24.pdf - Thursday October 24, 2024 14:34:52
- [Financial Strength and Stability](#) - Audited Financials 2018-2022.pdf - Wednesday October 23, 2024 08:22:35
- [Marketing Plan/Samples](#) - FOS_FCA_InformativePacket_2024.pdf - Wednesday October 23, 2024 08:23:04
- WMBE/MBE/SBE or Related Certificates (optional)
- [Standard Transaction Document Samples](#) - FOScore Order Form and EULA.pdf - Thursday October 24, 2024 10:05:44
- [Requested Exceptions](#) - Sourcewell - Redline Agreement.pdf - Monday October 21, 2024 14:29:06
- [Upload Additional Document](#) - FOS Regional Marketing Brochure Examples.pdf - Thursday October 24, 2024 09:53:57

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. - Joseph Cassata, President, Facility Optimization Solutions, 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
Addendum_8_RFP_102424_Facility_Assessment Wed October 16 2024 04:32 PM	<input checked="" type="checkbox"/>	2
Addendum_7_RFP_102424_Facility_Assessment_&_Planning Fri October 11 2024 02:15 PM	<input checked="" type="checkbox"/>	1
Addendum_6_RFP_102424_Facility_Assessment Fri October 4 2024 02:43 PM	<input checked="" type="checkbox"/>	1
Addendum_5_RFP_102424_Facility_Assessment Wed October 2 2024 01:31 PM	<input checked="" type="checkbox"/>	1
Addendum_4_RFP_102424_Facility_Assessment Tue October 1 2024 10:09 AM	<input checked="" type="checkbox"/>	1
Addendum_3_RFP_102424_Facility_Assessment Fri September 27 2024 08:36 AM	<input checked="" type="checkbox"/>	1
Addendum_2_RFP_102424_Facility_Assessment Tue September 17 2024 08:47 PM	<input checked="" type="checkbox"/>	1
Addendum_1_RFP_102424_Facility_Assessment Wed September 11 2024 02:41 PM	<input checked="" type="checkbox"/>	1