

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

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

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

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

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires March 24, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

3. PRICING

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

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location. Notwithstanding the foregoing, nothing in this section shall preclude Vendor from seeking reimbursable expenses for products or services provided where such expenses are not known or cannot be determined at the time a pricing quote is provided to the Participating Entity.

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

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

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Vendor will present its standard additional terms for planning services, which address industry-specific requirements pertaining to name usage rights, data usage rights, and limitation on scope of engagement. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. LIABILITY

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

12. GOVERNMENT DATA PRACTICES

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

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and

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

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

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

3. *Use; Quality Control.*

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

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

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

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

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

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

18. INSURANCE

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

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

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

Minimum Limits:

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

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

Minimum Limits:

\$1,000,000 each accident, combined single limit

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

Minimum Limits:

\$2,000,000

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

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. CANCELLATION

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

Sourcewell

DocuSigned by:
Jeremy Schwartz
By: _____
C0FD2A139D06489...

Jeremy Schwartz
Title: Chief Procurement Officer

Date: 3/29/2021 | 9:19 PM CDT

The Gordian Group, Inc.

DocuSigned by:
Matthew L. Bausher
By: _____
12DBAF0CE2B4409...

Matthew L. Bausher
Title: Vice President and General Manager
Higher Education

Date: 3/29/2021 | 1:03 PM CDT

Approved:

By:  _____
7E42B8F817A64CC...

Chad Coauette

Title: Executive Director/CEO

3/30/2021 | 8:18 AM CDT

Date: _____

**AMENDMENT #1
TO
CONTRACT #020421-GGI**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **The Gordian Group, Inc.** (Supplier).

Sourcewell awarded a contract to Supplier to provide Facility Assessment and Planning with Related Services, effective March 24, 2021, through March 24, 2025 (Contract).

Supplier's terms related to sourced products, found in Supplier's Proposal line item 53 under "Table 11: Pricing and Delivery" is amended to add the following at the end of that section:

1. INTELLECTUAL PROPERTY RIGHTS.

- a. **SaaS Subscriptions.** SaaS Subscriptions are provided subject to the additional terms set forth in Gordian's SaaS Terms of Use found at:
<https://www.gordian.com/tgg/policy/SaaS-Terms-of-Use.pdf>.
- b. **Ownership.** Except for rights expressly granted under the Contract, nothing in the Contract shall transfer any of either party's Intellectual Property rights to the other, and each party will retain an exclusive interest in and ownership of its Intellectual Property. Customer does not acquire any ownership interest in Gordian's Intellectual Property. Gordian's Intellectual Property includes, but is not limited to, any work that Gordian creates, acquires, or otherwise has rights in, including any works created pursuant to the Contract, except for any portion of such works that consist of Customer's Intellectual Property. Customer Data will be considered Customer's Intellectual Property. Gordian may, in connection with the provision of the Services hereunder, create, employ, provide, modify, acquire, or otherwise obtain rights in, and any and all Intellectual Property rights, recognized in any country or jurisdiction in the world, now or hereafter existing, whether or not perfected, filed, or recorded. "Intellectual Property" means, without limitation, Data, inventions, technology, patent rights (including patent applications and disclosures), copyrights, trade secrets, trademarks, service marks, trade dress, methodologies, procedures, processes, know-how, tools, utilities, techniques, various concepts, ideas, methods, models, templates, software, source code, object code, algorithms, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, general purpose consulting and software tools, utilities and routines, logic, coherence and methods of operation of systems, and training methodology and materials
- c. **License to Deliverables.** Customer shall have a license to access and use any Deliverables for its internal business purposes. Customer may not allow any third party to access or use any Deliverables without Gordian's prior written consent, provided that if the Deliverables consist of reports, Customer may allow any third

party to view such reports without Gordian consent. "Deliverables" means the output generated from any Services.

- d. **Services and Content.** The Services and all Content are owned or controlled by Gordian, which retains all right, title, and interest in and to such Services and Content. The Services and all Content contain valuable and proprietary information of Gordian and others and are protected by the copyright and trademark laws of the United States and other countries, international conventions, and other applicable laws. "Services" means any one or combination of software, Data, SaaS subscription or professional services. "Content" means all materials used and accessed by Customer through the Services, including, without limitation, text, images, software, audio and video clips, databases, and Data. "Data" means any data that Gordian makes available to Customer via the Services, including but not limited to construction cost data, regardless of the Services purchased or licensed by Customer.
- e. **Safeguards.** Customer must use commercially reasonable efforts to safeguard all Intellectual Property (including copies thereof) of Gordian from infringement, misappropriation, theft, misuse, or unauthorized access. Customer will promptly notify Gordian if Customer becomes aware of any infringement of Gordian's Intellectual Property rights in the Intellectual Property and fully cooperate with Gordian, at Gordian's sole expense, in any legal action taken by Gordian to enforce its Intellectual Property rights.

2. LIMITED RIGHTS AND OWNERSHIP.

- a. **Reservation of Rights.** All rights not expressly granted in the Contract are reserved by Gordian and its licensors. Customer acknowledges that Customer acquires only the right to use the Services and Gordian, its licensors, and content providers shall retain sole and exclusive ownership of and all rights, title, and interest in the Services, including (whether developed by Gordian, Customer or a third party) (a) intellectual property embodied or associated with, (b) deliverables and work product associated with, and (c) all copies and derivative works thereof.
- b. **Ownership of Customer Data.** Customer retains sole and exclusive ownership to any and all Customer Data. "Customer Data" means any data and information that Customer (including any Authorized Users as defined below) provides, generates, transfers or makes available to Gordian in any format.
- c. **Use of Customer Data for Services Improvement.** In order to improve the Services, Gordian requires certain rights to use Customer Data. Customer grants to Gordian a non-exclusive, royalty free license, to use Customer Data or other material of Customer for the purpose of performing its obligations under the Contract and to generate aggregated, system-wide collations of usage, industry and business data in an aggregated, non-attributed manner.
- d. **Use of Customer Name and Data for Benchmarking.** If Gordian is providing any benchmarking Services to Customer, Customer grants to Gordian a non-exclusive,

royalty free license, to: (a) use Customer's name in connection with any published lists of other institutions furnishing data for comparison purposes, (b) use Customer Data for benchmarking purposes provided that specific data applicable to Customer shall not be identified or identifiable, and (c) identify Customer to other institutions as a client of Gordian for marketing purposes.

Except as amended above, the Contract remains in full force and effect.

Sourcewell

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: Jeremy Schwartz, Director of Operations/CPO

Date: 6/4/2024 | 10:23 AM CDT

The Gordian Group, INC.

DocuSigned by:
Ammon Leshner
FDD2E88BF010400...
By: Ammon Leshner

Title: COO

Date: 6/4/2024 | 8:54 AM CDT

RFP 020421 - Facility Assessment and Planning with Related Services

Vendor Details

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

Submission Details

Created On: Monday December 21, 2020 09:00:16
Submitted On: Thursday February 04, 2021 11:57:21
Submitted By: Emily Morris
Email: e.morris@gordian.com
Transaction #: a4028f56-7241-46e9-953f-ba79c2ac7077
Submitter's IP Address: 73.60.179.44

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	The Gordian Group, Inc.
2	Proposer Address:	30 Patewood Drive, Bldg. 2, Suite 350, Greenville, SC 29615
3	Proposer website address:	www.gordian.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Matthew L. Bausher Vice President and General Manager, Higher Education 30 Patewood Drive, Bldg. 2, Suite 350 Greenville, SC 29615 M.Bausher@gordian.com 800-874-2291 (o)
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Matthew L. Bausher Vice President and General Manager, Higher Education 30 Patewood Drive, Bldg. 2, Suite 350 Greenville, SC 29615 M.Bausher@gordian.com 800-874-2291 (o)
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Matt Peterson Account Manager/National Cooperative Accounts 30 Patewood Drive, Bldg. 2, Suite 350 Greenville, SC 29615 m.peterson@gordian.com 218-851-9913 (o)

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Gordian was incorporated in May 1990, and has been performing Job Order Contracting Services for 30+ years. For the first 24 years, Gordian's only business was the development, implementation and support of Job Order Contracting programs using industry leading software, data and expert services. In 2014 Gordian acquired additional construction cost data assets and expertise through the purchase of R.S. Means Company, LLC. This acquisition expanded Gordian's ability to create, collect, maintain and analyzed the leading construction cost database in North America; and added construction cost estimating software to Gordian's product offerings. In 2015 Gordian further expanded its product offerings through the acquisition of Sightlines, LLC, which introduced Assessment & Planning, ROPA, Space Utilization and Sustainability. Gordian maintains a culture of continuous improvement where each of these product lines are evaluated and maintained to ensure we are delivering the highest quality solutions to our customers. Sightlines, a Gordian Company, was founded in 2000 with the mission of enabling schools to better manage their facilities operations and capital investments through the use of data. Sightlines works with institutions to assess the current conditions of their facilities, analyze the operational performance of those facilities, and benchmark every aspect of their operation against peers in order to make reliable, data-driven decisions that support the overall mission of the institution. Sightlines has worked with more than 450 Higher Education institutions across North America and stewards the largest verified database (representing more than 1.5 billion gross square feet) of Higher Ed facilities information.

8	What are your company's expectations in the event of an award?	Gordian's customers can access the contract to procure our services immediately. If potential customers have questions about Sourcewell, a Sourcewell representative will be available to answer any such questions.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Gordian is a wholly-owned subsidiary of Fortive Corporation, a publicly-held corporation. Accordingly, any disclosure of financial information is issued by Fortive in accordance with SEC rules and regulations. More information on Fortive's financial disclosures can be found at https://investors.fortive.com/overview/default.aspx .	*
10	What is your US market share for the solutions that you are proposing?	This information is unknown.	*
11	What is your Canadian market share for the solutions that you are proposing?	This information is unknown.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, we have not ever petitioned for bankruptcy.	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. 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?	b. Gordian is best described as a manufacturer and service provider that provides some services utilizing resellers. Gordian utilizes internal full-time sales staff to sell and deliver the products and services proposed.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	N/A	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Gordian has not been suspended or debarred at any time in its history.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	A growing list of national organizations have recognized the results of Gordian's programs for clients including public procurement (NIGP), Housing (NAHRO), and American Public Works Association (APWA). Gordian received Sourcewell's 2017 Legacy Award for exemplifying commitment, innovation and persistence in creating uncharted business concepts. Since 2007, Gordian has partnered with Sourcewell to deliver a unique and streamlined bidding and contracting process for construction called eziQC®. An organization we hold in highest regard, and one of our largest clients, the United States Postal Service, has also honored our work. The USPS recognized Gordian with its 2016 and 2019 Supplier Performance Award for superior supply chain management efforts through Job Order Contracting, allowing the Postal Service to more effectively provide exceptional mail service to the American public.
17	What percentage of your sales are to the governmental sector in the past three years	Gordian's average government sector sales for the last three years exceeds 80% annually.
18	What percentage of your sales are to the education sector in the past three years	Gordian's percentage of sales to the education sector is approximately 30%. This percentage is included in the 80% of sales to the government sector since the many are K-12 and other public education facilities.
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Sales volumes shown are years 2018, 2019 and 2020, respectively: Sourcewell - \$11,912,827 / \$11,789,447 / \$13,250,158 Cooperative Educational Services - \$735,435 / \$1,353,738 / \$1,673,337 Buyboard - \$960,062 / \$854,744 / \$836,783 Capital Region Council of Governments - \$570,308 / \$572,165 / \$987,183 Keystone Purchasing Network - \$1,069,773 / \$1,810,026 / \$1,737,016 Educational Services Commission of New Jersey - \$1,494,775 / \$2,568,573 / \$1,737,016 Arizona Department of Administration - \$1,700,867 / \$2,565,213 / \$2,133,822 Indiana Department of Administration - \$234,938 / \$413,997 / \$1,552,687 Utah Division of Purchasing - \$581,805 / \$666,315 / \$562,257 PACE Purchasing Cooperative - \$35,146 / \$220,443 / \$79,312 Goodbuy Purchasing Cooperative - \$-0- all 3 years Equalis - \$ -0- all 3 years OMNIA - \$ -0- all 3 years
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Gordian does not hold any GSA contracts or SOSA's related to the services offered in this proposal.

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *
The Alamo Colleges District	Max Davis, Director of Facilities Operations	(210) 485-0706
Kamehameha Schools	Alison Leary, Facilities Director	(808) 842-8241
University of Maine System	Chip Gavin, Chief General Services Officer	(207) 621-3173

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Texas A&M University System	Education	Texas - TX	Facilities Assessment and Planning, Benchmarking	Approx. \$144,900	1,449,107	*
Pennsylvania State System of Higher Education	Education	Pennsylvania - PA	Benchmarking	Approx. \$51,754	1,086,837	*
Columbia University	Education	New York - NY	Facilities Assessment and Planning, Benchmarking	Approx. \$539,348	1,078,697	*
University of Massachusetts System	Education	Massachusetts - MA	Facilities Assessment and Planning, Benchmarking	Approx. \$99,937	999,379	*
Rutgers University	Education	New Jersey - NJ	Benchmarking	Approx. \$268,100	805,549	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	
23	Sales force.	Within its total staff count of more than 550 employees, Gordian has more than 80 employees throughout in its sales force in the United States.	*
24	Dealer network or other distribution methods.	N/A	*
25	Service force.	Within a Gordian total staff count of more than 550 employees, Gordian's Operations term is comprised of over over 100 facilities professionals throughout the United States who are each dedicated to providing services to each of our clients. Gordian's human resources provide access to hundreds of planning, design, procurement, construction and operations experts who collaborate on projects as needed.	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Gordian's Customer Support and Success team members are dedicated resources for our customers when called upon for assistance. The Planning customer-specific account team is also prepared to assist with any requests or issues.</p> <p>Core responsibilities for these team members are focused on pre & post sale activities. Focus areas include:</p> <ul style="list-style-type: none"> • On-Boarding New Customers • Training / Demos • Product Support • User Access • User Navigation • Defect Escalation & Tracking • Updating Payment Information • New Requirement / Modifications Requests for Products • New Release Inquiries <p>The Customer Support and Success team can be contacted via phone at 800-874-2291 or via email at gordiansupport@gordian.com. Hours of operation are Monday – Friday 8am EST to 10PM EST. The Planning account team is available for specific project-related requests; their contact information will be available upon team assignment.</p> <p>Service Level Agreements (SLA) of issue resolution are expected under 24 hours once notified and logged into our Salesforce CRM ticket tracking system. Key tracking metrics are monitored daily which include: Service Level, Abandon Rate, First Contact Resolution (FCR), Customer Effort (CES) & Agent performance.</p>	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Gordian currently has a client presence in 47 states. We are able and willing to provide products and services to all 50 states and additional territories.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Gordian currently has a client base in Canada and welcomes further participation in Canada for all of our products and services.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Gordian can provide products and services throughout the identified geographic areas.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Gordian will participate in all sectors and does not have an existing contracts limiting promotion of the contract.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Gordian has existing contracts in Hawaii and Alaska. We can accommodate specific requirements for those states and in the US Territories.	*

Table 7: Marketing Plan

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

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	As part of our services, Account Managers will work with our members to build a custom training plan for designed to the member's individual use-case. This plan will include training for the member on how to access our member portal and navigate the material and key data points on our site. Because this training plan is customized, users would have access to our team for any support or guidance in the future. This is no additional cost as this customized support and training comes with the cost of the service.

37	Describe any technological advances that your proposed products or services offer.	<p>Strategic Capital Planning leverages the custom-built Gordian Cloud platform to deliver the service. This web-based interface acts as the single source of truth for all of the collected assessment data, codifications, and strategic tools that are developed throughout the process. SCP on Gordian Cloud has a few key features that set it apart from other offerings:</p> <ul style="list-style-type: none"> - Web-based access to a fully customizable database of facilities needs means there's no need for time consuming software installations. - The ability to edit and update everything from the codification of the assembly to the cost and replacement timeframe allows customers to keep their data up-to-date so that the assessment information doesn't become just another book on the shelf collecting dust. - Intuitive spreadsheet-like interface means that the learning curve for a new user on the system is short. Customers will be trained on the platform for their specific use-case and will receive support from a dedicated project team so that any challenges can be easily overcome. - A direct connection to RS Means Facilities Maintenance and Repair Cost Catalog. With RS Means as a Gordian company, we have an exclusive link to this industry-leading database. Annual cost and replacement frequency updates are pushed through the system each year ensuring that the cost data is never 'out of date'. - Ability to fine-tune standard costs to meet the needs of your specific situation. Flexible pricing lets you account for known challenges in the replacement of an asset without having to create separate line items to account for additional costs. - Access to proprietary planning tools such as Building Portfolio, Project Scoring prioritization, and Capital Planning modules puts the power and control in our customer's hands to create their own scenarios. Additionally, our team will assist in the creation and training of this toolkit to ensure each user understands how to make the most out of them. - One-click summary reports provide key details which can be used in planning or conversations with stakeholders and even exported to excel for sharing via email or printed out and brought to meetings. - Capture detailed information about each component and assembly with location details and in-line photos. With flexibility to accommodate information about room-level information and the ability to add multiple photos for each component, customers can be clear about which component is being discussed. - Interactive PowerBI dashboards give our customers unparalleled visual representations of their facilities needs and planning priorities. The ability to dive into the data through the dashboard makes it easy for our customers to find pinch points or potential issues well before they become emergencies. 	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>As a Fortive operating company Gordian is committed to sustainable business practices that minimize environmental impacts and ensure the health and safety of our associates, customers and our local communities nationwide. Gordian operates in accordance with our Environmental, Health and Safety Policy utilizing the following principles in conducting our business:</p> <ul style="list-style-type: none"> • Compliance with applicable environmental, health and safety laws and regulations and applicable corporate and business unit policies, standards and procedures. • Periodic, formal evaluation of our compliance. • Integrity and accountability in personal conduct. <p>Gordian employees are expected to understand the environmental, health and safety issues associated with their jobs and to act in an environmentally responsible, sustainable and safe manner.</p> <ul style="list-style-type: none"> • Continuous improvements in EHS performance, waste minimization, prevention of pollution, promotion of sustainable practices and policies, and prevention of workplace accidents and injuries. • Integration of sound environmental, health and safety programs and practices into applicable business functions, including procurement, product design, product testing, product support, service, and facilities and real-estate operations. • Sensitivity to community concerns about environmental, health and safety issues. 	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A Gordian does not have any third party issued eco-labels, ratings or certifications.	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Gordian has no small business certifications. The Gordian Group, Inc. Is a wholly owned subsidiary of Fortive Corporation, a public company.	*
41	What unique attributes does your	Gordian offers a unique solution for clients who need support and advise regarding the	

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?

stewardship and reinvestment in their Physical Assets. Our company has the targeted expertise to help Sourcewell participating entities to assess their current facility needs, develop a multi-year capital plan to address current and future need, develop accurate pricing models with support from RSMean estimating engineers, and can provide support to entities as they decide to move forward with projects through our JOC and ezJQC programs. The in-house expertise that Gordian makes available to each organization we work with supplements their current staffing limitations as well as the new perspectives from others across the country experiencing the same problems.

Gordian's Planning Solutions offer Sourcewell participating entities a series of tools in defining where the organization is today with regards to facility needs and programmatic wants. Our team of Facility Planning professionals work with each organization to customize a multi-year investment plan instead of just picking projects. Our offerings bring the concepts of financial investment and portfolio-based wealth management to the facilities world, treating each building and grounds feature as an investment-worthy asset rather than a financial liability. This strategic focus allows local leaders to target investments that reflect their organization's mission and ensures each dollar is allocated to the highest priority.

Our Facilities Assessment & Planning program builds transparency and collaboration within each organization by engaging all levels from the boiler room to the board room. Our team of Facility Planning professionals are focused on defined outcomes and engaging with leadership at each organization to give them confidence in the process and the anticipated results. Our program optimizes an organization's limited resources by integrating the facilities organization, mission, and financial office to create an actionable, multi-year program. Capital planning should not be a one-time exercise. Our solution is designed to integrate with an organization's current systems: first by maintaining a live database so leadership can be engaged in where the riskiest facilities needs are, then by tracking performance to customized targets which will build an organizations credibility for future appropriations.

Gordian's Planning Solutions add a unique process and outcomes driven approach when compared to other firms that provide assessments. Our team of Facility Planning professionals provide ASTM Standard walk through surveys, but we do not stop at the visual inspections. Our teams add depth to the information gathered during the on-site inspections through Facilities Staff Interviews. These interviews are conducted with each organization to better understand how a facility and their systems operate on the hottest days, coldest days, and wettest days of the year. By combining the day to day experience of the maintenance staff to the inventory created during the visual inspections, Gordian's database of facility needs for each organization is more robust than just an asset inventory. Our Facilities Planning professionals analyze the database for each organization, ensuring it is complete, accurate, and that the pricing associated for each project is realistic. This is done through a QVQ Process where our teams Quantify the data to collect and review existing reporting and studies, Verify the data with each organization to ensure it is accurate to their experiences, and finally Qualify the dataset with each organization to ensure that accurate information is being used to determine the project time frames, pricing, and program requirements. During each stage of the QVQ Process, our professionals are looking for gaps or uncertainty and can bring in the RSMean team to help define project costs or complications.

The Planning aspect of our offering is the most unique in the industry, as our teams are not just providing an assessment but are also engaging with each organization to develop a strategic capital plan for addressing their current facility needs. Our Facility Planning professionals work with each organization's financial leaders to evaluate how much funding has been available in the past, discuss potential funding sources, and develop a multi-year facilities capital plan that will help support each organization's mission and program. *

Gordian uses an array of strategic concepts as tools to tie facilities projects to the mission and vision of each organization and to define a framework for future funding. The primary strategic and functional prioritization tools are outlined below, though others may be added as necessary to ensure a robust toolkit.

Building Portfolios - Organizing buildings into a portfolio of assets provides the means to reflect existing priorities and future aspirations. The Building Portfolio structures are often strategic, functional, geographic or a locally appropriate combination of these attributes which best highlight areas of emphasis or funding distribution across the Client Agency. This structure accelerates focus onto sequencing of future investments. Leadership can then target investments toward one portfolio over another or across portfolios as appropriate to best reflect the Client Agency objectives. Projects can now happen in a transparently predictable fashion.

Project Category – The classification of a project helps to differentiate between a “want” versus a “need.” Facilities Planning uses “Repair & Maintenance” where replacement is done in-kind and at end of life; an example would be replacing a roof when it begins to leak. “Modernization” is used to describe an improvement or an addition; common examples of modernization work would be the addition of an elevator in a building or the upgrade from a two-pipe heating system to a four-pipe heating and cooling system. “New Construction” needs are also clarified using Project Category to indicate that they too serve a different purpose than Repair & Maintenance or Modernization by adding to the facilities inventory.

Project Package – After codifying each project to a building or architectural system, our Facilities Planning team assigns each project to a broader project package. Planning at a higher level, project integration (e.g. window replacements and brick pointing together)

		<p>creates efficiencies among previously isolated projects. Typical packages are Building Envelope, Building System, Infrastructure, Space Renewal and Safety/Code.</p> <p>Timeframe – Our experiences have taught us that the sequencing of work is essential to aligning financing to successful project execution. Multi-year investment time frames (immediate investment needs, 1-3 years, 4-7 years, 8-10 years, etc.) establish useful investment horizons based on age, condition and can be clearly communicated to leadership and decision makers without committing to individual project years.</p> <p>Investment Criteria – Additionally, Facilities Planning uses Investment Criteria to help decision-makers understand the importance or impact of a project. Each project is assigned to one Investment Criteria:</p> <ul style="list-style-type: none"> • Reliability: Issues of imminent failure or compromise to the system that may result in interruption to use of the space. • Asset Preservation: Projects that preserve or enhance the integrity of building systems, building structure or local infrastructure. • Safety/Code: Code compliance issues and safety priorities or items that are not in conformance with current codes, even though the system is “grandfathered in” and exempt from current code. • Program Improvement: Projects that improve the functionality of space, primarily driven by facility occupants. These projects also address local impact and image needs. • Economic Opportunity: Projects that result in a reduction of annual operating costs or capital savings. <p>Finally, our teams will develop these tools in a unique business case for each organization to generate buy in from key stakeholders not involved in the project. Our Facility Planning professionals create board or council quality presentations and deliver them to hundreds of leaderships teams annually. We do not simply provide supporting materials, we build and present the materials on behalf of the organizations we work with.</p>
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Table 9: Warranty

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

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	N/A
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	N/A
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	N/A
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	N/A
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	N/A
47	What are your proposed exchange and return programs and policies?	N/A
48	Describe any service contract options for the items included in your proposal.	Gordian provides full time technical support via phone and email available to assist with any software incidents. The Customer Support and Success team can be contacted via phone at 800-874-2291 or via email at gordiansupport@gordian.com. Hours of operation are Monday – Friday 8am EST to 10PM EST. The Planning account team is available for specific project-related requests; their contact information will be available upon team assignment.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	Gordian uses progress Billing for Facilities and Assessment Products with net 30 terms.
50	Describe any leasing or financing options available for use by educational or governmental entities.	N/A
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	The order process will consist of a contract or purchase order from the member. As a current Sourcewell partner, Gordian will continue to report and pay administrative fees on sales from this contract as currently performed.
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	At the present time, Gordian does not accept P-card in the payment process. We are exploring adding that functionality in the future.

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Gordian's facility planning pricing is based on resource time to complete the scope of work. In general, most of Gordian's Planning services are priced by GSF range. This approach allows for scaling of the service and a natural volume pricing discount for larger institutions. All of Gordian's planning solutions include a combination of in person data collection/presentations and remote processing/data analysis. Because of this, the only costs for Gordian solutions beyond our list pricing is for travel reimbursement. Gordian will offer additional discounts for multi-service purchases as it often saves resource time by coordinating work. Further detail is listed below since each service is priced uniquely based on scope with line item dollar amounts included as an attachment.</p> <p>Sightlines Return on Physical Assets</p> <p>Gordian's proprietary ROPA approach is a three step process that is completed through a three-year commitment by the member where pricing is determine by the physical footprint of space to be assessed. Accordingly, the fees set forth on the following page represent annual fees that will be assessed to the Member during the three (3) year contract term. There are additional common scope changes (add-ons) that could adjust the price of the delivered solution. These "add-ons" also scale in price as the GSF of the member increases. For example, in the event the Member is unable or unwilling to commit to a three (3) year contract term, the pricing may be subject to adjustment which is quoted as a 1-year premium in the "add-ons". Additional "add-on" detail is provided below.</p> <p>An Additional Breakout provides a separate analysis of the Member's information that has been collected and compiled. For example, if a Member has separate divisions/departments then we would recommend an Additional Breakout. This will enable the Member to benchmark to other similar divisions. In addition, a composite summary view of the Member's divisions would be available. This would consolidate all Member information across all divisions and provide a comprehensive view of the Member's performance. With an Additional Breakout the final presentation will be with multiple groups. These will include all divisions identified and purchased as Additional Breakouts. Additional Breakouts do not require additional data collection or points of contact with the Member, it is an expanded analysis and benchmarking process related to the use or nature of the facilities covered by the purchaser.</p>

In contrast, an Additional Site is required when Gordian will provide the full products and services for another geographical location or division that is under management control of the Member procuring the products and services. The best example is a geographically distinct satellite site under management control of a parent entity. Where separate locations require two separate engagements, and are managed as separate entities, each location/entity will require individual data collection and presentations which drives more resource time and cost.

Discounts for the ROPA analysis are provided off list price. Gordian's discount from list price averages at about 15% but is much heavier for intuitions with a smaller footprint and fewer data complexities. Entities with a larger footprint come with more complex systems, require more resource time to complete the work, and therefore allow for less discounting for this service.

Strategic Capital Planning

Strategic Capital Planning pricing methodology is a highly flexible approach that is dependent on a number of factors. First and foremost, the total scope of work at the community, district, or institution. Like ROPA, the total in-scope square footage is used to calculate the Core SCP annual fee shown in the table below. This annual fee covers all steps outlined in the SCP scope of work section other than Detailed Assessment walkthroughs and Existing Data Migration services. The SCP pricing allows for a member to get the most out of our assessment services at a reasonable cost. Not ALL space needs to be walked and assessed in detail. This flexibility allows Gordian to complete detailed walkthroughs, use an existing assessment, or model needs based on analysis. In short, it allows Gordian to tailor the assessment approach and solution to the needs of the member, not force a full walkthrough analysis in every situation. *

The "Add-Ons" section for this service has two options with pricing that will be additive to the Core SCP price detailed for Detailed Assessments. The member will need to indicate the number of buildings, total square footage, and sites to be walked by Gordian professionals (a site is defined as a building or campus which is located at least a mile away from another contiguous group of in-scope buildings). For Existing Data Migration services, the member will need to indicate the number of buildings which have existing assessment data that will be migrated during the Baseline stage. As each of these is in addition to the Core SCP, a member will receive all Core SCP services along with their purchased additional services.

Gordian Cloud Access includes access to the platform including tech support but without any other service elements. Cloud Services are not available as a procurable product without at least one (1) year of Core SCP purchased in advance. This allows continued access to a member's on-line platform even without purchasing a Core SCP or walkthroughs. Core SCP prices already include cloud services so these costs ARE NOT additive to that service, it's a replacement renewal option for members.

Discounts for the SCP are supplied at the Annual Fee level as well as at the detailed walkthrough level for members that want to complete a walkthrough condition assessment for some spaces. At the annual level, prices reflect a 10% discount from list price. If a member elects for a walkthrough assessment of space, Gordian's per GSF price is dropped from a list price of \$.04/GSF to a discounted \$.035/GSF for Sourcewell members as shown in the SCP pricing table.

Sightlines Space Utilization

Gordian's Sightlines® branded Space Utilization solution consists of a Space Utilization Startup Fee and a charge of \$300 for each room included. The initial start-up fee includes the collection and analysis of space, registrar, and scheduling data as well as the mobilization and coordination of the Gordian team to complete room walkthroughs. This work is largely consistent for all institutions, regardless of size, which is why it's a flat start-up fee. The variable portion of this cost comes down to how many rooms are included

		<p>in the analysis. Each room drives additional resource time while at an institution to walk the space and collect room data. For Utilization work, discounts will be provided on the initial start-up fee and will cost \$25,000 as a base price for the work. The price per room is already priced aggressively based on time spent in each room to collect room specific data for the analysis.</p> <p>Sightlines Integrated Facilities Program</p> <p>Gordian's Sightlines® branded Integrated Facilities Program products and services can be provided to Sourcewell Members that elect to piggyback the contract between Gordian and Sourcewell. Gordian's IFP approach is a three-step process that is completed through a three-year commitment by the purchaser. Accordingly, the fees set forth on the following page represent annual fees that will be assessed to the Member during the three (3) year contract term. Gordian will provide IFP solutions at a 10% additional discount to Sourcewell members.</p> <p>Sightlines Sustainability Solutions</p> <p>Sustainability Benchmarking & Analysis and Sustainability Reporting pricing approach is very similar to Gordian's ROPA pricing. Pricing is based on GSF ranges allowing for a natural volume discount and scaling of the service. The two distinct services also require a very different amount of resource time to complete the work and delivery the analysis, driving additional cost within the Sustainability Reporting service.</p> <p>Gordian will provide Sustainability solutions at a 10% additional discount to Sourcewell members.</p>	
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Gordian's pricing is discounted by at least 10% depending on the product and amount of space in the scope of work. Sustainability, IFP and Strategic Capital Planning services have an initial discount of 10% off of list price. Gordian's strategic capital planning analysis also offers an additional discount for walkthrough condition assessments by decreasing the \$/GSF fee from \$.04/GSF to \$.035/GSF. For utilization services, start-up fees are decreased by over 15%. ROPA service discounts are a little more complicated but substantial for members that are smaller in smaller size, reaching about 30% for some square foot ranges.	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	<p>Gordian's Annual fees are naturally less per GSF for larger members than for those with smaller footprints. Gordian's pricing is not generally flat across all GSF ranges so volume incentives and discounts are already provided through Gordian's pricing model.</p> <p>In addition to the product discounts and GSF range pricing provided in this proposal. Gordian will provide an additional discount if multiple planning solutions are purchased at the same time. Gordian will provide an additional 20% discount to any additional service (additional service defined as the lower cost of the services rendered).</p>	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Our pricing model attempts to include additional add-ons for certain services which should help with identifying pricing for customized services within a certain product. However, if a nonstandard option/request arises, Gordian will supply a specific quote for such a request.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	The fees described and priced within our attached tables do not include any reasonable Reimbursable Expenses, which shall be reimbursed at cost plus ten percent (10%). For the purposes of any contract between Gordian and any Sourcewell Member, the term "Reimbursable Expenses" shall include the costs of travel, business meals, lodging, communication costs, printing and production costs. Gordian will remit a One percent (1.00%) administrative fee assessed on all revenue collected from an Sourcewell Member that procures products and services from Gordian through a piggyback of this contract, excluding any reimbursement of Reasonable Expenses.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	N/A Gordian does not use freight, delivery or shipping.	*

59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Gordian's services are available to any states in the US, including Alaska and Hawaii, as well as Canada. Gordian has experience providing services to and current members in Alaska, Hawaii, and Canada.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	All of Gordian's services require some level of data collection, qualification/verification of information, and presentations of findings. However, some of these events can be completed remotely vs in-person. Completing stages/events remotely could move the process along faster and would avoid travel/reimbursables. Not all phases can be completed remotely, so collaborating on which events make the most sense to be on-site can help expedite the process.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell.	<p>1. When a new deal is sold through the Sourcwell or E&I contract, the sales team marks that sale as having been sold through the Sourcwell agreement.</p> <p>2. At the end of each month, the month's sales are reviewed by the Accountant preparing the report to ensure that each sales has been properly marked as being sold through the Sourcwell or E&I contract. This is done by independently reviewing the paperwork/PO associated with that contract and verifying if Sourcwell or E&I was used to procure that sale.</p> <p>3. Lastly, once the Accountant has completed her report, it is sent to the National Co-op Manager for final review to verify the proper rates have been used in calculating the Administrative Fee and it is in accordance with the Sourcwell agreement.</p>
63	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Gordian proposes a 1% administrative fee, which is consistent with our current Sourcwell contract.

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

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Our core business is the measurement and strategic assessment of facilities assets, we help drive new policies that create change and improve facilities operations. Gordian professionals' experience within both the facilities and financial arenas provides member organizations with solutions that are realistic, quantifiable, and financially obtainable. Our analysis remains rigorous and completely objective. Gordian's service offerings include:</p> <p>The Return on Physical Assets (ROPA): Physical facilities represent the largest investment most organizations will make. Most see buildings as a depreciating asset and look to avoid expenditures unless absolutely necessary rather than treat them as real investments and seek a strong return.</p> <p>The Return on Physical Assets (ROPA) provides the data, contextual understanding and strategic recommendations needed to steward facilities most effectively. Gordian partners with organizations to develop an analytical framework and dialogue with stakeholders that aligns space, capital and operational needs. This objective analysis</p>

of performance provides facilities and finance administrators with the context and validation needed to evaluate investment tradeoffs and helps ensure facilities best serve the community.

Strategic Capital Planning: In today's facilities environment, there is always going to be more capital need than available funding. So how does an organization decide which projects to fund and which to defer? To answer the question, many organizations conduct a facilities condition assessment (FCA) to understand the magnitude of the problem. Although often successful at establishing the funding shortfall and level of deficiencies, these studies rarely result in the actionable plans and campus-wide support for the capital strategy that is needed to address the core issues that leaders face.

Strategic Capital Planning takes the FCA to the next level utilizing engineering professionals and data analysts who do more than merely assemble a list of needs. Gordian works hand in hand with the facilities managers and other key stakeholders to engage across the organization or community to design capital plans that marry technical needs with strategic vision and financial capacity. Using our Building Portfolio process, Gordian takes an overwhelming backlog and guides decision making so organizations can improve their facilities and slow the ongoing rate of project deferral.

Space Utilization: Colleges and universities are under more pressure than ever to use campus spaces to their full potential. Finding common ground with stakeholders can be difficult in the face of demands to decrease costs, respond to changing enrollment and fairly evaluate space ownership.

Space Utilization solution helps campus administrators separate fact from fiction and make fiscally responsible decisions around space usage. Using advanced data analytics and a thorough assessment of teaching spaces, Gordian helps optimize the use of existing assets to avoid unnecessary costs and provide a foundation for strategic campus growth. Tailored recommendations empower administrators to make more informed decisions, negotiate around both shared and owned spaces and produce results that satisfy all campus stakeholders.

Sustainability Solutions: Being an effective steward of your facilities is one thing. Acting as a good steward of the environment requires a different set of tools entirely.

Gordian provides campus sustainability professionals with Benchmarking and Reporting tools that ease the time-consuming burden of continuous data collection and reporting. This opens up more time for pursuing their true mission: advocating and implementing campus policies that minimize impact on the planet. Whether the goal is to measure carbon footprint, fulfill STARS, Carbon Commitment, Sierra Club and/or Princeton Review reporting requirements, Gordian has a sustainability solution that can help.

Sightlines' Return on Physical Assets (ROPA): Physical facilities represent the largest investment most organizations will make. Most see buildings as a depreciating asset and look to avoid expenditures unless absolutely necessary rather than treat them as real investments and seek a strong return.

Sightlines' Return on Physical Assets (ROPA) provides the data, contextual understanding and strategic recommendations needed to steward facilities most effectively. Sightlines partners with organizations to develop an analytical framework and dialogue with stakeholders that aligns space, capital and operational needs. This objective analysis of performance provides facilities and finance administrators with the context and validation needed to evaluate investment tradeoffs and helps ensure facilities best serve the community.

Sightlines Strategic Capital Planning: In today's facilities environment, there is always going to be more capital need than available funding. So how does an organization decide which projects to fund and which to defer? To answer the question, many organizations conduct a facilities condition assessment (FCA) to understand the magnitude of the problem. Although often successful at establishing the funding shortfall and level of deficiencies, these studies rarely result in the actionable plans and campus-wide support for the capital strategy that is needed to address the core issues that leaders face.

Sightlines Strategic Capital Planning takes the FCA to the next level utilizing engineering professionals and data analysts who do more than merely assemble a list of needs. Sightlines works hand in hand with the facilities managers and other key stakeholders to engage across the organization or community to design capital plans that marry technical needs with strategic vision and financial capacity. Using our Building Portfolio process, Sightlines takes an overwhelming backlog and guides decision making so organizations can improve their facilities and slow the ongoing rate of project deferral.

		<p>Sightlines Space Utilization: Colleges and universities are under more pressure than ever to use campus spaces to their full potential. Finding common ground with stakeholders can be difficult in the face of demands to decrease costs, respond to changing enrollment and fairly evaluate space ownership.</p> <p>Sightlines' Space Utilization solution helps campus administrators separate fact from fiction and make fiscally responsible decisions around space usage. Using advanced data analytics and a thorough assessment of teaching spaces, Sightlines helps optimize the use of existing assets to avoid unnecessary costs and provide a foundation for strategic campus growth. Tailored recommendations empower administrators to make more informed decisions, negotiate around both shared and owned spaces and produce results that satisfy all campus stakeholders.</p> <p>Sightlines Sustainability Solutions: Being an effective steward of your facilities is one thing. Acting as a good steward of the environment requires a different set of tools entirely.</p> <p>Sightlines provides campus sustainability professionals with Benchmarking and Reporting tools that ease the time-consuming burden of continuous data collection and reporting. This opens up more time for pursuing their true mission: advocating and implementing campus policies that minimize impact on the planet. Whether the goal is to measure carbon footprint, fulfill STARS, Carbon Commitment, Sierra Club and/or Princeton Review reporting requirements, Sightlines has a sustainability solution that can help.</p>
65	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>Gordian works with organizations to better manage their facilities operations and capital investments through the use of data. We assess the current condition of their facilities, analyze the operational performance of those facilities and benchmark every aspect of their operation against peers in order to make reliable, data-driven decisions that support the overall mission of the client. The subcategories that best describe our services are:</p> <ul style="list-style-type: none"> Facilities and building condition assessments Energy and emission assessments Space utilization Life cycle planning Benchmarking Asset, capital, and deferred maintenance planning

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

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

Line Item	Category or Type	Offered *	Comments
66	Facility and building condition assessment	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Gordian delivers facility and building condition assessment through our Strategic Capital Planning solution. Unlike traditional facilities assessments that lead to disjointed project selection, our process builds transparency and constituency by engaging all levels of the organization from the boiler room to the board room. A focus on defined outcomes and total institutional engagement builds confidence in the process and the anticipated results.</p> <p>The Strategic Capital Planning solution optimizes limited resources by integrating the facilities organization, mission and vision, and the finance office.</p> <p>The first step in our process is to select a baseline approach that optimizes the relationship between cost and detail, keeping in mind that more detail comes with a higher financial cost and a longer lead time. Our flexible baseline methodology allows each organization to target high-priority buildings with Detailed Assessments, put old data back to work with an Existing data Migration, and reduce overall costs without sacrificing accuracy by choosing a Core Systems Assessment. For more detail on what each baseline approach has to offer, see below:</p> <p>A. Detailed Assessment – For facilities that need a fine-tooth comb we will conduct an in-person condition assessment of the facility. During this assessment we</p>

will:

- i. inventory components at a granular level (Uniformat Level 5), confirming location, quantity, and renewal need
- ii. conduct a visual inspection adhering to ASTM 2018-15 condition assessment standards
- iii. identify for each deficiency it's cause and recommended remedial action
- iv. create preliminary estimates of cost of replacement and/or remediation
- v. take and compile photographs to document critical deficiencies as appropriate

b. Existing Data Migration – Because resources are precious, we want to help organizations to put existing data to work rather than reinvent the wheel. The data from an existing assessment for a facility which still contains relevant, trustworthy data, can be migrated into our system so that it can be viewed alongside other facilities in a comprehensive needs inventory and can be put to use making strategic decisions, including with tools discussed later in the process.

c. Core Systems Assessment – For facility which do not require a detailed approach, but where accuracy of information is critical, this fully-remote approach leverages the power and insights that exist in Gordian's cost and facilities databases (RS Means, Sightlines, and Gordian JOC) to assess building needs at a system-level (Uniformat Level 3). This approach uses database cost-models, existing maintenance data, and user experiences to focus on the 20 most critical systems in each building which comprise over 95% of the identifiable needs within a facility. The system-level cost models are then customized for each unique facility to accurately reflect the specific needs of that physical asset.

The selected baseline approach is used to assemble the inventory - through building assessments, data migrations, and cost-model creation. The resulting inventory is stored in the secure Gordian Cloud platform where accessibility and continued accuracy of the data can be ensured.

This web-based platform will be the central repository for all detailed assessments, migrated data, cost models, and strategic tools as they are created. An introduction to this platform will begin during the baselining stage but will continue throughout the partnership with Gordian, as sustained engagement on the platform will be critical to the longevity and sustainment of the project results. Formal training on the usage of Gordian Cloud will be delivered after the conclusion of the project.

What makes Gordian unique is the integration with operational perspectives and customized strategy tools.

To harness the vast amount of latent knowledge held by supervision and trades staff, Gordian will conduct interviews with facilities managers and other knowledgeable individuals. We find these interviews invaluable to:

Confirm and adjust assumptions in the Core Systems and Detailed Assessments

Confirm building and system alignment with operational objectives and direction.

Validate life cycle and pricing estimates.

Build operator confidence in the process, project recommendations and overall findings.

		<p>Supervisor interviews are an iterative process requiring equal involvement of the community, institution, or district and Gordian staff. The time commitment required of community, institution, or district staff can vary, ranging from a few hours to a couple days. Because this stage runs through Gordian Cloud, these interviews can happen on-site or remotely through a web-meeting, as requested.</p> <p>An assessment that stops at this point remains a tool that is very difficult to make actionable. Gordian uses an array of strategic concepts as tools to tie facilities projects to the mission and vision of leadership and to define a framework for reinvestment funding. The primary strategic and functional prioritization tools are outlined below though others may be added as necessary to ensure a robust toolkit.</p> <p>Building portfolios</p> <p>Project category</p> <p>Project Package</p> <p>Timeframe</p> <p>Investment Criteria</p> <p>Far too often, leaders start a strategic process by fixating on individual details without fully understanding their significance to the total result. By streamlining the path to a prioritized plan, we help avoid putting effort and finances into extraneous details which are not critical to the institutional future.</p> <p>Included with the typical facility condition assessment the Strategic Capital Planning solution develops and provides a multi-year capital plan. Please see Section 71 - Asset, capital, and deferred maintenance planning, for more details.</p>
67	Energy, utility, and emissions assessment and planning	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p>Gordian has been active in the higher education sustainability community since 2007. Our collaboration with Clean Air - Cool Planet led to the initial version of our service intended to help institutions satisfy the early requirements of Second Nature's Climate Commitment. Since then, we have completed over 500 greenhouse gas inventories and been a frequent contributor of content to numerous green publications, conferences, and other media. Our service continues to evolve as Sustainability standards and protocols are updated.</p> <p>Today, our Sustainability Benchmarking & Analysis is more than just a greenhouse gas inventory. Gordian independently validates sustainability performance and supports our members as they create and expand their climate programs. Working with our members, we make strategic recommendations to enhance environmental stewardship, connect sustainability to other campus investments, and help communicate plans to various constituencies on campus. Sustainability Benchmarking & Analysis provides institutions with accurate and verified information regarding their green programs as well as the ability to benchmark their performance with over 50 other member institutions through our Member Portal.</p> <p>Gordian uses SiMAP (Sustainability Indicator Management & Analysis Platform), developed by the Sustainability Institute at the University of New Hampshire, to quantify and track greenhouse gas emissions. This tool provides a credible and replicable base for measurement and comparison. When combined with Gordian proven data collection and qualification tools, SiMAP can assure consistency and comparability in measurement. Additionally, since it is the most accepted tool within higher education, Gordian Sustainability Benchmarking & Analysis supports clients as they fulfill the quantitative requirements of Second Nature's Carbon Commitment and AASHE STARS.</p>

which recognize the SiMAP as their preferred methodology and baseline for measuring future greenhouse gas reductions. The initial process performed at each institution involves the collection of five years of data (a historic review of four years plus the current year's data) to allow evaluation of trends and to assure accuracy moving forward. Each year following, data collection is performed for the recently completed fiscal year.

All Gordian services are designed to convert a wealth of campus data to usable information and actionable knowledge. Gordian uses its own staff to collect and validate base data from each institution. We do not rely on self-reported surveys or questionnaires. Our QVQ Process (Quantify, Verify, Qualify) is designed to achieve confidence and credibility in facilities and sustainability data. Since Gordian visits every campus and applies the QVQ Process consistently each year, members can "compare with confidence" now and into the future.

Gordian utilizes SiMAP to compile GHG inventories and to assure comparability among members. The calculator adheres to World Resources Institute Greenhouse Gas Protocol which puts forth a standard categorization of emissions. There are many gases that contribute to global warming. All emissions are expressed in units of carbon dioxide equivalents or MTCDE (metric tons of carbon dioxide equivalents). Regardless of the emission type, one MTCDE is equal to the global warming impact of one metric ton of carbon dioxide.

Gordian measures scope 1, scope 2 and scope 3 emissions. Second Nature states that the GHG inventories for signatories must include a full accounting of scope 1 and scope 2 emissions. Scope 3 reporting is only required for commuting and directly financed air travel. Gordian makes every effort to account for emissions as thoroughly as possible and views this as a minimum requirement.

The following details the data required for Sustainability Solutions. Prior to on-site data collection, a web-based meeting will be scheduled to review the availability of data, confirm the timelines, and determine a presentation date.

- Utility Cost and Consumption
- Generation Review
- Space Profile Review
- Community Population Review
- Agriculture
- Commuting
- Directly Financed Travel
- Fleet Vehicles
- Waste Disposal & Recycling
- Refrigerant Use
- Water/Sewer
- "Green" Construction

In addition to our Sustainability Benchmarking & Analysis, Gordian now turns its data collection and analysis skills towards assisting institutions to participate in the AASHE STARS program. Gordian can facilitate collection of all data and report results related to the four STARS

			<p>modules:</p> <ul style="list-style-type: none"> • Operations – Credits reflecting the physical administration of the campus including greenhouse gas emissions, green constructions, food services, transportation, waste, etc. • Academics – Credits that recognize institutions that have formal education programs, research programs and courses that address sustainability. • Engagement – A series of metrics that demonstrate the presence of sustainability related learning experiences outside of the classroom and for all members of the community and beyond. • Administration & Planning – Credits related to the organizational structures that support sustainability, workplace programs and campus investment. <p>The completion of each module will rely on robust data collection paired with key stakeholder interviews to validate and clarify findings. Where data is not available for collection, Gordian will make recommendations to the institution regarding enhanced systems for future years.</p> <p>Prior to beginning the reporting process, the institution is responsible for listing Gordian as “Data Entry” User within STARS Reporting Tool. The institution is also responsible for all costs associated with STARS Reporting access.</p> <p>Gordian will provide the following deliverables through the AASHE STARS program.</p> <p>PowerPoint presentation of the results delivered either on-site or via webinar which outlines:</p> <p>Data Collected</p> <p>STARS Performance</p> <p>Recommendations for continuous improvement, including:</p> <p>Short Term Recommendations that can be implemented before the next reporting cycle with limited capital and/or manpower</p> <p>Long Term Recommendations that will require more time and/or resources to implement</p> <p>Completed STARS report (for each contracted section)</p>
68	Site, safety, and code inspections	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
69	Space utilization and planning	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Gordian provides the Space Utilization Solution as a service to provide actionable space management recommendations to educational leadership. The four primary components of the Space Utilization Solution are:</p> <ul style="list-style-type: none"> • Field inspection of each classroom and its components, including technology • Coordinated effort to solicit feedback from students and faculty • Assessment of classroom and position utilization • Review of institutional scheduling policy <p>The service proposed combines academic space profiling, classroom and lab utilization assessment, and facility condition and modernization assessments into a single effort to guide space planning.</p> <p>There is one truth in managing academic facilities — programs change over time. Teaching methods constantly</p>

evolve, while the living and learning environment struggles to keep pace. We have seen new spaces require renovation just after building occupancy to respond to the change in program needs over the timeframe of building design through construction. Such rapid functional obsolescence creates great pressures upon capital budgets. Spaces “churn” well before their physical lifecycle while building envelopes and mechanical systems reach lifecycle expectations.

Although it is impossible to accurately forecast space changes five or more years in the future, there are methods to understand why spaces are functioning effectively or not. Gordian believes that an understanding of the utilization rates, the space use, and the instruction methods are key.

The Gordian approach uses three distinct data points to better contextualize the results of any utilization analysis.

1. Granular utilization data, broken down into 15-minute intervals by class and room, allows for better insights into utilization trends.
2. Condition, technology, and configuration data for each potential teaching spaces identifies the characteristics of the most and least popular rooms.
3. Focus group information adds in user opinions from faculty and students, the end users of the spaces.

This three-pronged approach not only gives insight into utilization levels, but gives the tools for institutions to understand the results and know how best to approach future changes. In addition, our qualification of the data helps to ensure the data is accurate, that any scheduling nuances are addressed and communicated correctly to all institutional audiences.

While our methodology and approach are standardized, our recommendations and visual deliverables are flexible to allow for customized modeling, best supporting campus needs and the impact of future changes. Our clients have successfully overcome internal politics to implement significant space management improvements. Gordian service offers both short-term and long-term recommendations and facilitates the process of getting these recommendations approved. Our clients have successfully upgraded classrooms, in response to stakeholder feedback, centralized scheduling of department-held classrooms, and “found” space without having to build new.

Step 1: Assemble the Core Data

We compile a data base of scheduled spaces, capacities, interior conditions and technology assets to understand the current state of each school’s spaces. Gordian will document all of the components in each room, how these components work effectively to support program, and how these components should be modernized in future capital investment plans. Documentation of existing space utilization both by room and position (chair) use. In addition, analysis the spread of existing space versus what is currently needed for class enrollments.

Gordian will:

Document Building size, configuration, and layout of space

Utilize existing 2D (8½” x 11”) floor plans and CAD drawings create a database of room sizes, use, and assignment.

Quantify the academic spaces as to size, components and condition.

Complete a detailed review of the classroom and lab schedules for four semesters.

Identify the utilization of each room by comparing the schedule of room usage to the available times the room is available to be scheduled.

Classify the position utilization by quantifying the numbers of people in the class as compared to the room's capacity.

Document the space condition and its success in supporting program (mediation, computer integration, seating, shading, etc.)

Step 2: Complete an Advanced Data Analysis

Once the data is gathered, we'll provide a detailed picture of classroom usage and scheduling trends and communicate the financial impact of those trends.

Step 3: Conduct Focus Groups

We give key stakeholders a seat at the table to provide input on space needs and conditions. Deans, faculty, and facilities staff – everyone has a voice because space utilization affects the entire campus experience. Gordian will solicit feedback from students and faculty to understand internal preferences and rationale for room use by asking questions on comfort (NSF per student), location and availability.

In addition, Gordian will review the institutional scheduling policy. In every campus there are idiosyncrasies in programs and between departments that over time incrementally fragment space scheduling and utilization. Some of these policies are intentional and some are not. Some of these policies are desirable and logical in support of campus program and some are not. Gordian will define these issues and support a discussion of these policy attributes, potential issues, and options for change.

Step 4: Provide Actionable Improvement Options

All the information in the world won't matter without an action plan. We'll deliver independent recommendations for improvement to help reach the desired campus outcomes for standards, space utilization efficiencies, and adaptive reuse of space.

Space assessments often suggest the renovation and or the creation of new space. Gordian has also discovered that campuses can attain a more effective outcome by considering the re-use of a space for an alternative function. Building a new lab building and converting the old lab to housing for example is an adaptive reuse that reaches program goals for far less resources than building two new facilities.

The recommendation process is iterative between the Gordian team and the client. After all of the data is reviewed and verified, the Gordian team will hold a preliminary presentation to share the findings and highlight recommendations. After feedback Gordian will refine, if necessary, the draft survey to a final report. The Gordian approach uses three distinct data points to better contextualize the results of any utilization analysis.

70	Feasibility, sustainability, and lifecycle assessment	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>All these project categories are integrated into each of our services.</p> <p>Gordian's sustainability work is outlined in section 67 Energy, utility, and emissions assessment and planning.</p> <p>As part of the ROPA analysis described in Section 72 Benchmarking, Gordian takes a detailed look at facilities lifespan, spending patterns and average growth of deferred maintenance to provide an accurate projection of future investment needs. By anticipating capital renewal needs, the client is able to better align funding with priority projects and prevent future accumulation of critical deferred maintenance.</p> <p>Process specifics:</p> <p>Accurately project 10-year system-level needs based on modeled life cycle cost data and institutional knowledge</p> <p>Compare projected investment capacity with future needs to measure impact of investments on deferred maintenance</p> <p>Develop action plans to lower the risk of system failures and improve the educational experience</p>
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71	Asset, capital, and deferred maintenance planning	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>As mentioned previously in section 66 Facility and building condition assessment, Gordian's Strategic Capital Planning solution provides asset and capital planning services.</p> <p>An essential goal of any facility planning process is defining a plan that is credible, affordable and actionable. To accomplish this, Gordian engages leadership in an exercise that explores how the backlog came to exist, ties needs to vision and investment drivers, and develops multi-year funding plans based on strategy-driven outcomes for specific groups of buildings. Successful facilities plans deliver a capital program that will manage the rate of backlog accumulation, guide future investment decisions and ensure the effective use of gains made by capital infusions.</p> <p>As facilities budgets continue to be stretched and strained, leaders are faced with difficult decisions. It's not reasonable, or at this time even fiscally responsible, to reduce the facilities backlog to zero, so the key is to define the backlog threshold that effectively manages facility risk. Gordian is not only able to communicate the size of the need, but we will explain how this need came to exist. An analysis of historical annual stewardship, capital investment and maintenance deferral will help outline where the institution has been to assure forward strategy will not repeat previous missteps, build on historical successes and chart new approaches where warranted.</p> <p>We find that grouping projects within the five Investment Criteria categories outlined below is instructional in defining investment priorities.</p> <p>Reliability: Issues of imminent failure or compromise to the system that may result in interruption to use of the space.</p> <p>Asset Preservation: Projects that preserve or enhance the integrity of building systems, building structure or local infrastructure.</p> <p>Safety/Code: Code compliance issues and safety priorities or items that are not in conformance with current codes, even though the system is "grandfathered in" and exempt from current code.</p> <p>Program Improvement: Projects that improve the functionality of space, primarily driven by facility occupants. These projects also address local impact and image needs.</p> <p>Economic Opportunity: Projects that result in a reduction of annual operating costs or capital savings.</p> <p>The process ties the raw project data to mission and objectives, effectively making the case for facilities funding through a balance of planned vision and physical plant needs. This analysis can be communicated to and understood by all constituents in the community, institution, or district, in terms that are important to them.</p> <p>Gordian uses Net Asset Value (NAV) as one important tool to help define outcomes by portfolio. Calculated as the replacement value less the total needs for the building divided by the replacement value, it represents the "percent good" remaining in the building. Equipped with NAV data by portfolio (and by building), Gordian will work with the key stakeholders and senior leadership to establish acceptable condition levels by portfolio.</p>
72	Benchmarking services	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Gordian delivers the Return on Physical Assets and Integrated Facilities Programs as two related but distinct facilities benchmarking analysis offerings.</p> <p>Return on Physical Assets (ROPA) - It can be hard to know which choices about space, capital and operations</p>

are the right ones. The Return on Physical Assets (ROPA) provides the data-based perspective, contextual understanding and strategic recommendations needed to help take informed action to evolve facilities to their ideal future state. We'll work to establish an analytical framework for facilities decision-making, to make certain that choices are founded on objective data and tied to historical and peer performance. By defining a common vocabulary around facilities issues and creating alignment on priorities from boiler room to boardroom, our proprietary decision-making framework gives business officers and facilities managers the tools they need to articulate their shared vision for the community, institution, or district. Our proprietary model helps take a vast amount of facilities data and turn it into actionable information for optimal decision-making. Our team leads a discovery process at every organization by extracting large amounts of base data from disparate local sources and converting it into usable information and knowledge. We create a historical performance profile and peer comparisons which lead to objective observation, contextual understanding and strategic discussion.

Process specifics:

Conduct onsite collection and assembly of space, capital and operations data to create a minimum five-year performance trend for over 200 facilities metrics

Data is processed using Gordian's standard Quantify, Verify, Qualify (QVQ) approach to ensure consistent data collection, accurate performance measurement and confidence in comparative information

Longitudinal and comparative benchmarks are created to identify areas of opportunities and see how each institution's performance stacks up against peers to help target improvements.

Issues are examined to understand impact on performance and set balanced investment targets

Objective observations are shared to fuel knowledge-based decisions and strategies

Gordian provides an invaluable continuous improvement cycle by acknowledging historical accomplishments, setting targets based on internal goals and industry best practices and ensuring progress is sustained. We do this through

Identify key operating and capital metrics and establish strategic objectives for each

Create performance dashboards to select and manage changes by targeting improvement opportunities and defining the pace of change

Track results against best-in-class performers

Reevaluate goals as the institution's physical profile evolves

Integrated Facilities Programs - Similar to the ROPA analysis, the Integrated Facilities Program (IFP) incorporates benchmarking into its analysis. Through our years of experience and working with hundreds of institutions we have learned that for smaller institutions, the daily challenge of maintaining facilities while still trying to develop and execute on long range strategic priorities can be overwhelming. Larger institutions often have resources, both financial and human, to manage the largest and most complex asset on campus--their facilities--and even then, they require support from an outside source to help ensure every available, scarce dollar is spent with purpose and precision. For smaller institutions, the margin for error is even smaller and it's paramount to have the necessary

		<p>data to develop effective strategies around the management of space, capital, & operations.</p> <p>The IFP provides clients with a strategic partner who will collect and analyze facilities data, engage stakeholders in development of a strategic direction and support the execution of initiatives consistent with the strategic vision. With access to all of Gordian's planning capabilities, including benchmarking & analysis, strategic capital planning, and space utilization assessment, the IFP assures a customized solution tailored to the specific needs of each institution.</p>
73	<p>Project selection, budget development, and program management services related to the solutions described above.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p>Both the Strategic Capital Planning solution and ROPA analysis provide project selection and budget development within the services.</p> <p>For the Strategic Capital Planning solution:</p> <p>With an investment plan by Portfolio established in the Strategic Capital Planning solution, the process of deciding which projects to accomplish and in what sequence can commence. This is an iterative process guided by the multi-year plan. Understanding that annual priorities shift and impact project selection, these decision tools become an integral part of the planning and prioritization process moving forward for the community, institution, or district.</p> <p>Project selection is a combination of art and science. Technical issues of priority and reliability dictate the science. Occupancy, funding and the political environment guide the art.</p> <p>Gordian will work with the community, institution, or district to assign a custom scoring methodology to rank projects within buildings where a Detailed Assessment was conducted or those facilities which otherwise have component-level detail. Creating an effective array of project scoring factors will increase both the transparency and effectiveness in the project selection process.</p> <p>Each project receives a score based on the overall condition of the building, the importance of investment criteria and timeframe. Scores are customized to fit the specific needs of the community, institution, or district. For example, an entity that wishes to stress fire protection and ADA compliance, Safety/Code projects can be given a higher score relative to others.</p> <p>Gordian will work with leadership to help guide toward the most effective and impactful set of project scoring factors for the community, institution, or district. Our process includes tools that breaks ties for mid-range priorities.</p> <p>Within the ROPA analysis:</p> <p>We take a detailed look at the facilities lifespan, spending patterns and average growth of deferred maintenance to provide an accurate projection of future investment needs. By anticipating capital renewal needs, clients can better align funding with priority projects and prevent future accumulation of critical deferred maintenance.</p> <p>Accurately project 10-year system-level needs based on modeled life cycle cost data and institutional knowledge</p> <p>Compare projected investment capacity with future needs to measure impact of investments on deferred maintenance</p> <p>Develop action plans to lower the risk of system failures and improve the educational experience.</p>

Table 15: Industry Specific Questions

Line Item	Question	Response *
74	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>The project teams at Gordian monitor Key Performance Indicators using a weekly dashboard. The dashboard measures how actual performance stacks up against targets, and if there is a gap, the team brainstorms countermeasures to address the gap, creating action items and owners. An example of two metrics that help us measure success on our contracts are work progression and work quality. The work progression metric monitors the number of days since the last meaningful client milestone, ensuring that not only are we staying in constant contact with our clients, but that we are progressing the contract through the major milestones in a timely fashion. The work quality metric that we internally track is senior leadership presence. Based on feedback from past and current clients, we have learned that we are able to most meaningfully impact change when we are communicating with senior leadership; therefore, we track that presence to ensure that we are having success with the contract. This emphasizes the quality of our service that is being delivered to members, and its penetration into the organization's leadership and decision-making stakeholders.</p>
75	Describe the approach(es) used by your company to align recommendations with an owner's mission, values and goals.	<p>Whether it is our Strategic Capital Planning solution, Sustainability, Space Utilization or the ROPA analysis, Gordian engages directly with institutional leadership and key stakeholders to understand the mission and vision of the organization, and utilize this understanding to inform the creation of capital plans. For example, Gordian aligns with the organization's mission by creating building portfolios that are in sync with organizational priorities and establish varying targets for each portfolios that aligns with the priorities. Additionally, the Gordian utilizes project scoring that has a combination of condition informed scoring as well as mission informed scoring. Throughout the project timeline, Gordian reassess the goals of the project work with leadership to ensure client needs are being met. Working in tandem, these tools ensure that the owner's mission, vision and goals are incorporated into the recommendations.</p>
76	Describe your processes or strategies for communications with an owner at applicable project milestones or events.	<p>Gordian believes that effective communication throughout the engagement is key to all project success. Our communication begins before our team even sets foot on site and continues through completion and beyond. Regular dialogue throughout a project ensures that a quality deliverable with thorough recommendations is provided in a timely manner. A cadence will be discussed at our first mobilization meeting and adjusted to fit the needs of the client. Below are some of the typical touchpoint's, both internal and external, employed during our services to create alignment and coordinate work.</p> <ol style="list-style-type: none"> 1. Kick-Off/Mobilization - Immediately upon contract acceptance, a mobilization meeting is scheduled to formally initiate the project. 2. Status Report/Meeting – On a bi-weekly basis, the Gordian project manager will provide a status update. 3. Project Milestones: Data Collection, Field Inspections, Supervisor Interviews, Qualification of Data, Capital Planning Discussions, Preliminary Presentation, and Final Presentation/Deliverable. <p>We acknowledge communication will greatly varied depending on the needs of each client and how the project flows. By necessity, the variety of digital techniques and our aptitude with them were expanded in 2020 and we expect to continue using this range of tools to assure that communication is as robust as possible going forward.</p>
77	Describe the approach(es) or method(s) used by your company to develop project prioritization recommendations.	<p>Project selection is a combination of art and science and Strategic Capital Planning allows for both. Investment strategies that tie technical issues to mission and finance reduce the number of politically motivated decisions and allow facilities leaders to create constituency and manage change. Gordian navigates this balance by using an array of strategic concepts as tools to tie facilities projects to the mission and vision of leadership and to define a framework for reinvestment funding. The primary strategic and functional prioritization tools are outlined below though others may be added as necessary to ensure a robust toolkit.</p>

Building Portfolios

Organizing buildings into a portfolio of assets provides the means to reflect existing priorities and future aspirations. The Building Portfolio structures are often strategic, functional, geographic or a locally appropriate combination of these attributes which best highlight areas of emphasis or funding distribution across your community, institution, or district. This structure accelerates focus onto sequencing of future investments. Leadership can then target investments toward one portfolio over another or across portfolios as appropriate to best reflect your community, institution, or district goals and objectives. Projects can now happen in a transparently predictable fashion.

Project Category

The classification of a project helps to differentiate between a “want” versus a “need.” Gordian uses “Repair & Maintenance” where replacement is done in-kind and at end of life; an example would be replacing a roof when it begins to leak. “Modernization” is used to describe an improvement or an addition; common examples of modernization work would be the addition of an elevator in a building or the upgrade from a two-pipe heating system to a four-pipe heating and cooling system. “New Construction” needs are also clarified using Project Category to indicate that they too serve a different purpose than Repair & Maintenance or Modernization by adding to the facilities inventory.

Project Package

After codifying each project to a building or architectural system, Gordian assigns each project to a broader project package. Planning at a higher level, project integration (e.g. window replacements and brick pointing together) creates efficiencies among previously isolated projects. Typical packages are Building Envelope, Building System, Infrastructure, Space Renewal and Safety/Code.

Timeframe

Our experiences have taught us that the sequencing of work is essential to aligning financing to successful project execution. Multi-year investment time frames (immediate investment needs, 1-3 years, 4-7 years, 8-10 years, etc.) establish useful investment horizons based on age, condition and can be clearly communicated to leadership and decision makers without committing to individual project years.

Investment Criteria

Additionally, Gordian uses Investment Criteria to help decision-makers understand the importance or impact of a project. Each project is assigned to one of five Investment Criteria:

Reliability: Issues of imminent failure or compromise to the system that may result in interruption to use of the space.

Asset Preservation: Projects that preserve or enhance the integrity of building systems, building structure or local infrastructure.

Safety/Code: Code compliance issues and safety priorities or items that are not in conformance with current codes, even though the system is “grandfathered in” and exempt from current code.

Program Improvement: Projects that improve the functionality of space, primarily driven by facility occupants. These projects also address local impact and image needs.

Economic Opportunity: Projects that result in a reduction of annual operating costs or capital savings.

While Gordian uses several standard factors such as the categories listed above, our teams work to define custom criteria to address specific needs, strategies and priorities of every owner resulting in a fully customizable framework for prioritizing wide ranges of projects no matter their type, urgency or magnitude.

78	Describe your offerings in terms of addressing an owner's sustainability goals or targets .	<p>Being an effective steward of facilities at the most basic level is one thing. Acting as a good steward of the environment requires an additional set of tools. Gordian incorporates institutional sustainability mission and vision, guided by leadership and key stakeholder, to assure that key sustainability goals or targets are embedded in all efforts.</p> <p>As appropriate, Gordian utilizes the appropriate benchmarking and reporting resources necessary to enhance and refine the work of all who focus on sustainability for the community we are serving. This work should initiate or help amplify work already underway in advocating for and implementing policies that minimize impact on the planet. Sustainability aspirations, like all others we support, are improved by the diligent use of data to acknowledge historical progress, target setting for goals and the use of industry best practices. Our sustainability thinking is guided by the following framework:</p> <p>Identify key sustainability metrics and establish strategic objectives for each</p> <p>Create performance dashboards to select and manage changes by targeting improvement opportunities and defining the pace of change</p> <p>Track results against best-in-class performers</p> <p>Reevaluate goals as your physical profile or priorities evolve.</p>
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Exceptions to Terms, Conditions, or Specifications Form

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

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

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

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_6_Facility_Assessment_and_Planning_with_Related_Services_RFP_020421 Fri January 29 2021 07:52 AM	<input checked="" type="checkbox"/>	2
Addendum_5_Facility_Assessment_and_Planning_with_Related_Services_RFP_020421 Wed January 27 2021 03:08 PM	<input checked="" type="checkbox"/>	1
Addendum_4_Facility_Assessment_and_Planning_with_Related_Services_RFP_020421 Mon January 25 2021 08:08 AM	<input checked="" type="checkbox"/>	2
Addendum_3_Facility_Assessment_and_Planning_with_Related_Services_RFP_020421 Mon January 4 2021 04:26 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Facility_Assessment_and_Planning_with_Related_Services_RFP_020421 Mon January 4 2021 10:44 AM	<input checked="" type="checkbox"/>	1
Addendum_1_Facility_Assessment_and_Planning_with_Related_Services_RFP_020421 Wed December 23 2020 09:44 AM	<input checked="" type="checkbox"/>	1