

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Terracon Consultants, Inc., 10841 S. Ridgeview Road, Olathe, KS 66061 (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.

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

B. **WARRANTY.** Vendor warrants that all Services furnished are free from liens and encumbrances, and will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions and in the same locale.

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

### **3. PRICING**

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

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

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

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

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

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of

nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell 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 Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell 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 Sourcwell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

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

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

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

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

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

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

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

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

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific

requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

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

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

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

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

The Report must contain the following fields:

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

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

The 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.

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 reasonable attorneys' fees, arising out of the negligent 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 a breach of this Contract.

## 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 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 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 negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:  
\$2,000,000 per claim  
\$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 to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or

“work” performed by or on behalf of Vendor, and products and completed operations of Vendor. The 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

Terracon Consultants, Inc.

DocuSigned by:  
*Jeremy Schwartz*  
C0FD2A139D06489...  
By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer  
3/29/2021 | 9:29 PM CDT  
Date: \_\_\_\_\_

DocuSigned by:  
*Greg Walterscheid*  
9068B4F1242142A...  
By: \_\_\_\_\_  
Greg Walterscheid  
Title: Regional Manager  
3/29/2021 | 11:49 AM CDT  
Date: \_\_\_\_\_

Approved:  
DocuSigned by:  
*Chad Coquette*  
7E42B8F817A64CC...  
By: \_\_\_\_\_  
Chad Coquette  
Title: Executive Director/CEO  
3/30/2021 | 8:17 AM CDT  
Date: \_\_\_\_\_

# RFP 020421 - Facility Assessment and Planning with Related Services

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## Vendor Details

Company Name: Terracon Consultants, Inc.  
Does your company conduct business under any other name? If yes, please state: No  
Address: 6975 Portwest Suite 100 Houston, TX 77024  
Contact: Angelina Cisneros  
Email: amcisneros@terracon.com  
Phone: 713-329-2514  
Fax: 713-467-9845  
HST#: 42-1249917

## Submission Details

Created On: Thursday January 07, 2021 12:08:44  
Submitted On: Monday February 01, 2021 09:23:30  
Submitted By: William Faesenmeier  
Email: william.faesenmeier@terracon.com  
Transaction #: bb906336-829a-4c23-91b8-5d760fc40c43  
Submitter's IP Address: 73.82.183.7

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## 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):	Terracon Consultants, Inc.
2	Proposer Address:	10841 S. Ridgeview Road Olathe, KS 66061
3	Proposer website address:	www.terracon.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):	Greg Walterscheid Regional Manager 8901 John W. Carpenter Fwy., Suite 100 Dallas, TX 75247 greg.walterscheid@terracon.com (214) 666-4733
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	William Faesenmeier Senior Facilities Consultant 2105 Newpoint Pl, Ste 600 Lawrenceville, GA 30043-5557 Email: william.faesenmeier@terracon.com Phone: 678-324-8446
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Douglas R. Baum National Director of Facility Assessments 611 Lunken Park Dr. Cincinnati, OH 45226 Phone: (513) 321 5816 Email: doug.baum@terracon.com

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
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7	<p>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.</p>	<p>Terracon is a 100% employee-owned corporation which was originally formed in 1965 as Soil Testing Services of Iowa in Cedar Rapids, Iowa. It soon expanded to include Soil Testing Services of Kansas. In 1980, the two firms were consolidated and were renamed Terracon Consultants, Inc. The firm has evolved from its roots in geotechnical engineering into a dynamic and growing multi-disciplined consulting firm providing Environmental, Facilities, Geotechnical and Materials services at local, regional, and national levels.</p> <p>Terracon currently provides its services from 150 offices serving all 50 states across the US.</p> <p>Terracon has long recognized the challenges faced by building owners to manage their Facility Assets, and since 2001 has grown a consulting division within our firm that focuses entirely on facilities and their varied buildings systems. Our engineering, architectural and construction professionals are specialists and bring their backgrounds to focus on the on-going management of existing facility systems, namely assessment, remedial planning/implementation and on-going asset management.</p> <p>As a 100% employee-owned firm, Terracon's success is derived from the dedication and commitment of our personnel. There is a strong sense of accountability within our staff and this professionalism is passed on to our clients.</p> <p>We pride ourselves in exceeding our clients' expectations through active partnering and collaboration to achieve desired goals. Terracon's company mission benefits our clients by focusing on three major areas of performance:</p> <ul style="list-style-type: none"> <li>■ Responsiveness: Acting quickly to meet your deadlines, our employee owners are always available to you. With designated team personnel and ample bench-strength resources, our team can continually respond to our clients' ever-changing needs.</li> <li>■ Resourcefulness: Being open to new processes, methodologies, and techniques allows us to take a proactive approach to solving project challenges and delivering projects results.</li> <li>■ Reliability: We deliver work on time, so you avoid delays, surprises, and costly mistakes. For projects large or small, single- or multi-site, you can rely on consistent results nationwide.</li> </ul> <p>Terracon's Methodology and Processes for providing FCA services, like all our services, are centered on one of our Core Values – QUALITY. Terracon's "Corporate Philosophy on Quality Services" is clearly outlined in our Quality Program. Our quality program is based on a continuous improvement philosophy that involves our employees and, when applicable, sub-consultants, vendors, and users of our services. Quality service for our clients is achieved by following the methods and practices that have been developed at Terracon for the services being provided.</p> <p>Over 90% of our business is focused on existing facilities. Terracon has assessed thousands of facilities and with each assessment provided findings and forecasts that enabled the owner to make concrete decisions on future use of the asset.</p> <p>Core Values</p> <p>Our Values are the things that really matter to us. These values reflect our beliefs, govern our actions, and shape our culture. Most importantly, these values represent what our employee-owners strive to exemplify in how they treat each other, our clients, and others in our communities.</p> <ul style="list-style-type: none"> <li>• Caring</li> <li>• Courage</li> <li>• Curiosity</li> <li>• Excellence</li> <li>• Integrity</li> <li>• Prosperity</li> </ul> <p>Our Vision</p> <p>Our Vision captures where we are headed and what we aspire to achieve, together. Our vision reminds us to support the success and wellbeing of our employees, clients, and communities; fearlessly seek new or better solutions to challenges; and lead our industry as experts and innovators.</p> <ul style="list-style-type: none"> <li>• Together we are best at people.</li> <li>• Together we lead innovation.</li> <li>• Together we are dominant in our markets.</li> </ul>
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8	What are your company's expectations in the event of an award?	It is our expectation that Sourcewell will announce to its participating entities our addition to a list of selected providers. The direct marketing effort is up to Terracon, and we expect to win work and provide quality services to our direct clients. will be informed of our award on this contract.	*
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.	See attached summary financial statements for the past three years.	*
10	What is your US market share for the solutions that you are proposing?	Less than 5%	*
11	What is your Canadian market share for the solutions that you are proposing?	0%. No FCA projects conducted in Canada.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. 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?	Professional services provider  Terracon has over 5000 employees located in over 500 offices across the United States. Approximately 69 individuals are specifically involved in Sales and Marketing to support our service delivery. Office management, project managers and senior staff in each office also are involved in direct contact with clients and client prospects to identify new and repeat project opportunities.  In addition, Terracon's National Account Program provides companies with diverse geographical interests an easier way to procure and receive engineering services. Our National Accounts include some of the largest companies in the U.S., representing a wide spectrum of industries including retail, health care, telecommunications, energy, agricultural, e-commerce and manufacturing. We currently service more than 200 national accounts from our national network of offices.  Why do clients choose Terracon to meet their national needs for environmental, facilities, geotechnical, and materials engineering services?  <ul style="list-style-type: none"> <li>• The stability and experience of a 50 year old, employee-owned organization</li> <li>• Consistency and timeliness of reports and solutions from office to office</li> <li>• A dedicated National Account Manager/point-of-contact</li> <li>• Multiple service lines coordinated seamlessly and bundled for maximum efficiency and cost savings</li> <li>• Extensive knowledge of local conditions</li> <li>• Nationally recognized subject matter experts</li> <li>• "Cradle to grave" services for buildings and infrastructure</li> </ul>	*

14	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>There are no specific licenses or certifications required to provide Facility Condition Assessment services. Terracon's staff providing these services include several individuals that are registered Professional Engineers and/or licensed Architects.</p> <p>In addition, a number of our staff hold specialty certifications that are applicable to facility assessment work. A list of a few of the licenses and certifications held by our staff are listed below, grouped by category.</p> <p>Energy  Business Energy Professional (BEP)  Certified Energy Manager (CEM)  Certified Energy Auditor (CEA)  Leadership in Energy and Environmental Design Accredited Professional (LEED AP)  Commercial Energy Inspector (IECC),</p> <p>Roofing  Registered Roof Observer (RRO)  Registered Roof Consultant (RRC)  Certified Infrared Thermographer (CIT),</p> <p>Building Envelope  Registered Waterproofing Consultant (RWC)  Registered Exterior Wall Observer (REWO),  Certified EIFS Inspector</p> <p>Commissioning  Certified Building Commissioning Professional (CBCP)  Existing Building Commissioning Professional (EBCP)  Building Enclosure Commissioning Process Provider (BECxP)</p> <p>Indoor Air Quality  Registered Professional Industrial Hygienist, APIH</p> <p>Other Specialties  FAA Certified Small Unmanned Aircraft Systems Remote Pilot (sUAS RP)  Building Performance Institute – Building Analyst Professional (BAP)  Safety Assessment Program Evaluator  Board Certified Building Inspection Engineer  Educational Facilities Professional (EFP-APPA)  CSI Construction Document Technologist (CDT)  Facilities Management Planner (FMP)  Environmental Hazards  AHERA Asbestos Inspector  AHERA Asbestos Supervisor  AHERA Asbestos Management Planner  AHERA Asbestos Project Designer  EPA NIOSH 582 Airborne Asbestos Sampling / Evaluation,  Lead-Based Paint Risk Assessor  Certified Environmental Auditor</p> <p>Materials Testing  ICRI Concrete Slab Moisture Testing Technician-Tier 2  ACI Field Grade I  ACI Concrete Strength Testing Technician  ATTI Field Technician  ATTI Asphalt Technician  ATTI Soils/Aggregates  Radiation Safety and Use of Nuclear Gauges Soil</p>
15	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>Terracon has not been suspended, disbarred, or otherwise precluded from pursuing public work.</p>

**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	See attached list of awards and recognition.
17	What percentage of your sales are to the governmental sector in the past three years	9%
18	What percentage of your sales are to the education sector in the past three years	5%
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?	<p>Top 20 State Funded:</p> <p>North Carolina Dept of Environmental Quality \$9,154,603  Dewberry Architects Inc. \$6,646,836  FAM Construction, LLC \$5,914,724  RS&amp;H Inc \$5,587,266  Ohio Department of Transportation \$5,447,869  Minnesota Pollution Control Agency \$4,469,608  GLX Constructors \$4,370,729  Michael Baker International LLC \$4,115,277  NCDOT - Geotechnical Engineering Unit \$3,174,972  Nolte Associates Inc \$2,911,144  HDR Engineering Inc \$2,815,274  Wyoming Dept of Environmental Quality \$2,677,514  Nebraska Dept of Environment &amp; Energy \$2,454,343  Pennsylvania Department of Transportation (PennDOT) \$2,234,928  Illinois Department of Transportation (IDOT) \$2,117,453  Horrocks Engineers \$2,117,406  BCC Engineering Inc. \$2,085,739  STV/Ralph Whitehead Associates \$1,962,002  WSP USA Inc \$1,961,039  Texas Commission on Environmental Quality \$1,818,253</p> <p>Top 20 Federal Funded:</p> <p>SFS Architecture Inc \$1,575,983  AECOM Technical Services Inc \$1,434,691  Nashville International Airport Authority \$1,371,394  Perkins + Will, Inc. \$1,216,537  Fluor AMEC II, LLC \$1,171,331  US Army Corps of Engineers (USACE) \$1,029,731  Nebraska Dept of Environment &amp; Energy \$996,249  Benham Design LLC \$967,498  CP Development Co. LP (CP DevCo) \$917,917  Civil Design &amp; Engineering Inc \$883,496  Slisco Ltd \$820,981  Jacobs/Ewing Cole JV \$820,593  Wiley &amp; Wilson Inc \$815,927  Michael Baker International LLC \$785,528  Haley &amp; Aldrich Inc \$718,669  Sodexo   Roth \$717,497  Burns &amp; McDonnell Engineering Company Inc \$655,139  Corvias Military Living, LLC \$652,801  MA Mortenson Company \$646,255  Clark McCarthy Healthcare Partners II \$623,908</p>
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?	<p>GSA Contract # 47QRAA20D0065.  Environmental Services (SINs 541620 and 562910REM)  Facilities Services (SIN 541330ENG)  Contract Period: 05/08/2020 - 05/07/2025  No contract Task Orders at this time.</p> <p>See attached GSA contract brochure.</p>

**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 *	
City of Dallas, Water Utilities	Ms. Sandra Kindler	(214) 671-9540	*
City of Augusta	Ms. Takiyah A. Douse	(706) 828-7174	*
San Antonio Housing Authority	Mr. Thomas Roth	(210) 477-6276	*

**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 *	
Nebraska Department of Environment & Energy	Government	Nebraska - NE	Environmental Services: Site Investigation	\$40K - \$9M	\$15,412,909	*
Wyoming Department of Environment Quality	Government	Wyoming - WY	Environmental Services: Site Investigation	\$11K - \$13M	\$13,791,145	*
Pennsylvania Department of Transportation	Government	Pennsylvania - PA	Environmental Services: Asbestos, Industrial Hygiene, Site Investigation	\$1K - \$5M	\$11,185,243	*
Minnesota Pollution Control Agency	Government	Minnesota - MN	Environmental Services: Solid Waste and Site Investigation	\$5K - \$5M	\$10,430,158	*
Ohio Department of Transportation	Government	Ohio - OH	Environmental, Materials, Geotechnical, Regulatory Compliance	\$5K - \$5M	\$7,852,008	*

**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.	<p>Direct sales and marketing from Terracon staff = 69. See chart below.</p> <p>Direct sales and marketing from Terracon staff = 69. See chart below.</p> <table> <thead> <tr> <th>Service Line</th> <th>Employees</th> <th>FTE</th> </tr> </thead> <tbody> <tr> <td>ADMIN</td> <td>681</td> <td>664</td> </tr> <tr> <td>CLIENT DEV</td> <td>69</td> <td>66</td> </tr> <tr> <td>DRILL</td> <td>232</td> <td>230</td> </tr> <tr> <td>ENV</td> <td>1045</td> <td>998</td> </tr> <tr> <td>FAC</td> <td>206</td> <td>201</td> </tr> <tr> <td>GEO</td> <td>736</td> <td>710</td> </tr> <tr> <td>GEOPHYS</td> <td>2</td> <td>2</td> </tr> <tr> <td>LAB</td> <td>233</td> <td>223</td> </tr> <tr> <td>MAT</td> <td>1911</td> <td>1860</td> </tr> </tbody> </table>	Service Line	Employees	FTE	ADMIN	681	664	CLIENT DEV	69	66	DRILL	232	230	ENV	1045	998	FAC	206	201	GEO	736	710	GEOPHYS	2	2	LAB	233	223	MAT	1911	1860	*
Service Line	Employees	FTE																															
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GEO	736	710																															
GEOPHYS	2	2																															
LAB	233	223																															
MAT	1911	1860																															
24	Dealer network or other distribution methods.	Terracon utilizes its direct employees in sales, marketing and service delivery functions. We do not utilize a dealer network in the promotion of our services.	*																														
25	Service force.	Terracon staff involved in services delivery, especially Department Managers, Principals and Project Managers are involved in the sales and marketing of Terracon services to existing clients and new client prospects.	*																														



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>Terracon's philosophy regarding client and customer service begins with the desire of reaching our client's goals. This is often accomplished through our "industry focus" approach. Terracon's professionals and staff members who consistently work within a given sector such as "Municipal and Government Entities" join together to discuss the needs of the sector. It is our belief that most cities and government agencies face similar issues during construction and renovation of their buildings, roads, and other infrastructure projects. By focusing on these needs, Terracon has been able to assist our clients in navigating through the sometime difficult process of facility and infrastructure construction.</p> <p>Success in following this client service philosophy is measured in different forms. Some measurements include the number of repeat clients, revenue growth in that sector, client feedback after project completion, and client recommendations.</p> <p>Clients and customer service are the primary focus of our business, and critical to Terracon's success. Terracon utilizes Client Experience Leadership Teams within individual offices to guide, inspire, and positively influence the client experience. Custom strategies are developed and implemented to fit particular offices and markets. Ultimately the program helps produce memorable client experiences and meaningful relationships between our clients and our project managers. Terracon puts a high focus on Customer Service or what we call the "Client Experience." We believe in helping our clients. Our people, at all levels of the company, are empowered to support, guide, and share our knowledge to help clients find solutions and solve problems. Working together we help our clients at every interaction.</p> <p>When the Terracon team was asked to describe our philosophy and customer service, we asked many of our management, project managers and our technical staff to define customer service. These are a few of the answers we received, "proactively helping our clients solve problems they may not yet be aware are there," "making our clients job easier and making our client look great," "listening to understand our client's needs, fears and aspirations." Two that truly captured the customer service mentality at Terracon are, "keeping every promise you make to a client; including meeting deadlines and work quality," and "understanding our client's needs and challenges, and offering our expert advice and skills." We think the very words of our staff members speaks volumes about how each member of our team view service to each of our customers.</p>	*
27	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	The services required in this RFP align directly with the primary service offerings of Terracon's Facility Services Division. We are fully able and very willing to offer our products and services to Sourcwell participating entities in the U.S.	*
28	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	Our network of offices is based in the United States. We have provided services to clients with sites in Canada in the past and are willing to continue to offer such services to Sourcwell participating entities in Canada.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Not applicable	*
30	Identify any Sourcwell 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?	Not applicable. We can service clients in most any service sector.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Not applicable	*

**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>Terracon will market the Sourcewell contract to participating entities through a variety of methods and sales channels. First, we will assign a National Account Manager (NAM) to manage and coordinate the overall marketing strategy for this account on a national basis. The NAM will work with local office sales and marketing staff to describe the opportunities and share the list of participating entities that are within the geographical service area of each office. We will rely on the local offices to further promote this contract to participating entities in their local area through typical sales and marketing outreach methods and programs.</p> <p>Attached please find a number of marketing slicks that describe the various services that are applicable to this contract. These materials would be sent to participating entities after initial contacts are made to help describe the range of services we can provide. A description of our National Account Program is also attached.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>usage) to enhance marketing effectiveness.</p> <p>Terracon utilizes our marketing technology stack to create, leverage and improve our marketing activities. Platforms and environments include websites, SEO/SEM, database, email, social media, CRM, and display advertising and marketing as core functions of our marketing program. Our teams utilize different platforms to help us share specific content to target audiences, build our brand voice in digital environments, and share our stories with our clients and employee-owners.</p> <p>We are sensitive to data privacy issues and understand the importance of protecting the information provided to us through these various platforms. We utilize these platforms and data to better improve the functionality of our website, improve customer service and client experience, and respond to requests for information. We have no agreements that enable third parties to track or utilize any information that is shared with us through our websites and do not sell, trade or transfer to outside parties any personally identifiable information.</p> <p>In addition to traditional marketing data, Terracon utilizes our unique database of historical geotechnical and environmental data, partnered with proprietary Geographic Information Systems (GIS) technology, and public domain information to predict subsurface conditions for our client's projects.</p>
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?	We understand that Sourcewell is primarily involved in soliciting responses to this RFP, and evaluation of qualifications to determine several firms for selection and contract awards. We assume that Sourcewell will announce the list of selected vendors to its list of participating entities and will interface with Terracon on an as-needed basis should questions arise.
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.	Terracon does not use an ordering portal for our clients. Clients order our services by directly contacting an office.

**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.	<p>As an extra service offered to our clients as a contract option, Terracon can train client staff how to enter/update/analyze data and run/export an array of reports from our FCA software. Training is recommended for both field maintenance staff, cost estimators, planners, and management staff. From introductory training to field training on conducting FCAs, to management training on data analysis and budget preparation, we can tailor training to meet our clients' requirements.</p> <p>Costs for start-up training on the use of FCA software are in addition to the Lump Sum fee for the FCA work scopes and are based on the duration of training and number of trainers involved. Training fees are calculated using current hourly billing rates plus materials (manuals, training guides, etc.) and direct travel related expenses.</p>
37	Describe any technological advances that your proposed products or services offer.	Terracon's experience in data collection and asset management includes a working history with numerous software tools. We have developed custom solutions using standard Microsoft software such as Excel, Access, Sequel Server, and SharePoint, and are trained in the use of more specialized products like Paragon, Vertex, eComet, VFA Facility, Roof Pro, MicroPaver, Roofer, BUILDER, Tririga and School Dude. Each was selected on the various factors including portfolio size, budget, client manpower resources, IT requirements,

future use plans, etc.

Our assessment findings can be delivered in non-proprietary spreadsheet and text formats, or we can transfer use of our software to our clients for their in-house use to manage inventory changes, corrective work, and to update annual spending plans. Data from most FCA software tools can be exported in various digital formats. Exported data can be used by our Clients and imported into other facility maintenance, planning and enterprise asset management systems, Integrated Work Management Systems (IWMS) or Computerized Maintenance Management Systems (CMMS)

If the Owner's Scope of Work does not dictate a selected software product, we will utilize Paragon, together with its field data collection application called Paragon Data Collector (DC) to store, analyze and report data collected as part of a Facility Condition Assessment (FCA). Together, these products provide time saving functional features for field data collection, data management, analysis, and forecasting based on facilities management industry standard metrics and advanced engineering concepts. We utilize Paragon to increase efficiencies in the field and to enhance our client deliverables.

Paragon is a web-based facility condition assessment and capital planning asset management software product to document the inventory of facility and site assets, evaluate current conditions, estimate cost to repair deficiencies, forecast asset deterioration, and prepare sustainment budgets. The software provides easy access to data about your facilities and assets that allows you to analyze their deferred maintenance and service life. Paragon provides the following features and capabilities:

- Enhances investment decisions related to the repair and replacement forecasting of building subsystems and components.

- Forecasting models are based on data from field assessments that is objective and repeatable, providing a consistent and auditable basis for investment analysis.

- Client-configurable, multi-level portfolio hierarchy used to navigate among assets.

- Automatic calculation of Plant Replacement Value (PRV) for any facility type.

- Calculates industry standard Facility Condition Index (FCI) for any asset or group of assets.

- Forecasts Estimated Remaining Service Life for facility components based on direct condition ratings.

- Multi-year analysis at any level of the portfolio forecasts maintenance, deferred maintenance, and component recapitalization at end of service life.

- Requires no internal IT support or extra infrastructure. Based on the large data requirements inherent in a multi-site FCA, specialized software is typically used to facilitate the collection, review, analysis and reporting of information gathered during these types of projects.

Paragon is a web-based software application that is used and offered for sale by Terracon to its clients under distribution agreements with the software developer. The software provides time saving functional features for field data collection, data management, analysis, and forecasting based on facilities management industry standard metrics and advanced engineering concepts. This software is made available to our clients at the end of the project for their in-house use to manage inventory changes, corrective work requirements, and to update annual forecasts and spending plans.

The advantage of Paragon over competing products is the flexibility provided to users to tailor the system configuration tables that define condition rating, maintenance impact, work prioritization and cost catalog entries to meet their specific needs without custom programming. This allows each building owner to set up the nomenclature, assessment and forecasting methods within the software to match the strategic business management processes already used in its organization.

Information generated from Paragon supports enhanced investment decisions regarding the maintenance, repair and replacement forecasting of building subsystems and components. Its functional features help users accurately document the inventory of facility and site infrastructure assets, evaluate current conditions, estimate costs to repair deficiencies, forecast asset deterioration, and prepare facility sustainment budgets that extend the service life of the assets. Forecasting models are based on data from field assessments that are objective and repeatable, providing a consistent and auditable basis for investment analysis.

Paragon provides facility managers and planning executives the ability to compare budget forecasts and prioritize projects based on analysis scenarios that model an organization's strategic business objectives. Information generated from the software helps building owners reduce unplanned repair and replacement requirements over time. It will reduce risk of unscheduled disruption to operations due to facility equipment failure and increase component reliability. A management approach based on information from Paragon will help to extend the serviceable life of facility assets with no additional costs.

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>Terracon is committed to purchasing sustainable office supplies, recycling, electronic delivery of reports. In addition, Terracon has a formalized sustainability policy surrounding waste management and recycling as well as energy consumption (including technology or equipment upgrades) and greenhouse gases.</p> <p>By focusing on the concepts of reduce, reuse, and recycle, Terracon is committed to achieving sustainable business practices while at the same time providing our clients with sustainable, cost-effective environmental and geotechnical solutions. We incorporate waste minimization and energy efficiency practices into our day-to-day operations, we work closely with clients to provide them with solutions that incorporate sustainable design and principles into their deliverables. We educate and encourage our employees to respect the environment and contribute to sustainability at work, at home and in the communities in which they live.</p>	*
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.	Terracon participates in a sustainability audit by EcoVadis, an independent third-party, to establish a baseline upon which to measure our ESG practices. In 2019 we received a Bronze rating.	*
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.	Not applicable.	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Why Terracon is Unique</p> <p>Terracon's demonstrated technical competence lies in two areas: 1) Delivery of Facility Condition Assessments for high-level, complex, operationally sensitive and occupied buildings. Also, as described earlier, Terracon's Facilities Division is unique in that we carry real-world experience in the multiple specializations required to understand a building and its operational requirements. Our on-staff specialists in MEP, Structural, Architecture, Roofing, Building Envelope and Pavements form the basis of that technical competence that is validated by our past project delivery success.</p> <p>Additionally, 2) the management personnel designated for the delivery team on our projects are all versed in Facility Condition Assessment and overall Facility Asset management Programs. Few can compare to the specialized technical competence and the detailed understanding of how to use the condition assessment data moving forward to actual planning and program implementation. Our history of condition assessment experience is supported by actual remedial design and capital project implementation for our clients providing a unique understanding of asset management.</p> <p>Our assessors, who are key staff in the performance of our FCA services, are very familiar with day-to-day facility management operations, building design and construction and can discover and report the kind of information only found through years of experience and "eyes-on" surveys in the field. Our assessment teams include professional engineers and architects who bring an even greater depth and expertise to problem solving. They can also provide commissioning, data analysis and planning as well as training and any other facility condition assessment related services that may be required by our Clients.</p>	*

**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?	In accordance with the terms and conditions of our standard Agreement for Services.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>Terracon is not a manufacturer, therefore do not have manufacturer warranty program. We are consulting engineers who provide professional services under the terms of a professional agreement. Warranty of work in our profession is not applicable.</p> <p>Listed below is language from our standard Agreement for Services that describes our position on warranties, errors and omissions.</p> <p>Warranty. Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.</p> <p>Errors and Omissions Statement: In the case of a problem on a project, Terracon makes every attempt to work proactively and cooperatively with our clients to try to identify the cause of the issue. To the extent of a problem is caused or impacted by an error or omission by Terracon, we also try to work proactively and cooperatively with our client to resolve those issues in a fair manner consistent with our contractual obligations, terms and conditions, hopefully avoiding protracted legal disputes in the process.</p>	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	In accordance with the terms and conditions of our standard Agreement for Services.	*
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?	Not applicable	*
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?	In accordance with the terms and conditions of our standard Agreement for Services.	*
47	What are your proposed exchange and return programs and policies?	Not applicable	*
48	Describe any service contract options for the items included in your proposal.	Not applicable	*

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	<p>Due upon receipt of invoice, Net 30.</p> <p>Listed below is language from our standard Agreement for Services that describes our position on compensation and payment terms.</p> <p>Compensation and Terms of Payment. Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.</p>
50	Describe any leasing or financing options available for use by educational or governmental entities.	Not applicable to the services Terracon provides.
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcwell 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 Sourcwell participating entities' purchase orders.	Terracon responds to bid or RFP requests from clients through written proposals that describe, scope, schedule, and budget. Client selection is documented through the execution of a contract agreement, or Purchase Order/Task Order referencing an executed agreement. Sales can be extracted from our Project Tracking System (Project Exchange) on any timeframe required.
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Terracon does not accept P-card.

**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 Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
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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>As a service provider, Terracon's pricing for Facility Asset Management services is typically offered on a Lump Sum fee basis. The fee is calculated based on the size of the facility portfolio (number of buildings, building square footage, site size, etc.) and the specifics included in each client's Scope of Work and schedule constraints. Total fee is determined based on task level time-motion data we have compiled over years of executing these types of projects. Labor effort (hours) is linked to hourly labor rates assigned to the individuals proposed for the project. Expenses, such as travel, are based on estimated costs for airfare, lodging, food, rental vehicles, and any other specialty items that may be required to meet the work scope.</p> <p>Our standard 2020 Labor Fee Schedule is attached for labor categories likely to be assigned to projects under this contract.</p> <p>For software delivery, Paragon is distributed on a subscription basis as Software as a Service (SaaS). SaaS is a distribution model where the software is hosted by the developer (or other third party) and made available to multiple subscribers over the Internet. The Subscription Agreement providing access to Paragon as well as Maintenance and Technical Support Services runs for a period of one year and is automatically renewed on an annual basis unless a written request to not extend the agreement is made in writing by the subscriber within 60 days of the renewal date.</p> <p>First year subscription fees are based on the size of the subscriber's real property portfolio. Subscription renewal fees covering software hosting, software maintenance and support are charged on an annual basis, calculated as a percentage of the client's initial subscription fee.</p> <p>There are no limits to the number of users that a client can assign to access to the software. The system includes five levels of role-based security permissions that range from Account Administrator to Read-Only access.</p> <p>Paragon also includes an integrated, companion field data collection application called Paragon Data Collector (DC) at no additional charge. Paragon DC runs on the Apple iPad, and the software is downloadable from the Apple iTunes Store.</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.	The discounts proposed against our Standard Labor Rate Fee Schedule are shown in the attachment made in response to Question 53. Labor rates typically are escalated each year in the second quarter, typically at a rate of 3%.	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	The annual subscription cost for the Paragon software is based on the square footage of the portfolio included in the project scope. Pricing is calculated based on a cost per square foot basis. Pricing is structured on a sliding scale, where the unit cost per square foot is reduced as the size of the portfolio increases. Subscription fees for first year access to the software range from \$.0625/SF for under 100,000 square feet, to \$.0125/SF for 3 million square feet, to less than \$.01/SF for portfolios larger than 4.6 million square feet. Costs are based on the actual size of the portfolio, rounded to the nearest 100,000 square feet. Annual subscription renewals are charged at a rate of 20% of the first year subscription fee.	*
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.	Terracon will supply a quote on an as-requested basis for "sourced" products or related services.	*
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.	All fees are included in our project specific quotes, including all, equipment, services and direct project related 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.	Not applicable	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Not applicable	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Not applicable	*

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	See attached Labor Rate Schedule in response to Question 53.

**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 Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	State government reporting is handled by the individual office that is responsible for the contract. Government Compliance can assist each office in gathering needed information. Proper pricing is the responsibility of the office proposing on a project opportunity and invoicing the contract. This may be at the office level or the corporate level, depending on the invoicing type.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Where acceptable by State law, Terracon proposes to offer an administrative fee equal to 2% of our actual fees generated from direct client sales as an administrative fee for Sourcewell's work in facilitating, managing, and promoting this Contract.

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

Line Item	Question	Response *
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64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Facility consulting services focused on condition assessment and system performance. These services cover various sub-categories as listed in our response to question 65.</p> <p>Terracon's facility assessments are performed in general conformance with ASTM E 2018-15, Standard Guide for Property Condition Assessments: Baseline Property Condition Assessment Process. FCAs are primarily directed at noting construction defects; components which appear to exhibit less than expected useful service life or which have been poorly maintained. Typical FCAs are conducted based on visual, non-destructive inspection techniques, interviews of persons knowledgeable regarding the construction and maintenance history of the facilities, and review of existing building data and maintenance history.</p> <p>An FCA includes the systematic inventory of building and site infrastructure components, determination of operational condition, documentation of observed deficiencies, and development of multi-year, prioritized forecasts of costs for maintenance, repair, and capital renewal. We specifically inventory facility assets by its component parts, defining type, age, and quantity, and then quantify facility conditions in terms of cyclical renewal needs and non-cyclical repairs and restoration. Our deliverables classify, rank, and prioritize facility components with respect to deficient conditions and prioritize correction projects by severity, risk, cost, and anticipated lifecycle.</p> <p>Our assessments are performed by teams of architects, engineers, and facility specialists experienced in each of the building and site systems we assess.</p> <p>What our FCA Includes</p> <ul style="list-style-type: none"> <li>Pre-assessment Kick-off meeting to initiate FCA planning activities.</li> <li>Review facility background documentation (site plans, architectural drawings, prior studies, equipment lists, etc.)</li> <li>Interview staff with knowledge of the construction and maintenance history of each facility.</li> <li>Collect information describing past, current and/or planned Capital projects and maintenance activities.</li> <li>Establish facility hierarchy for data collection, storage and reporting.</li> <li>Digital photographs to document existing field conditions.</li> <li>Compile an inventory of building components, equipment, and infrastructure assets of each property.</li> <li>Non-destructive visual inspection to identify component-level deficiencies and life-cycle conditions.</li> <li>Rate the existing condition of inventoried components to calculate an estimated Remaining Service Life.</li> <li>Calculate a Facility Condition Index (FCI) for each building and building system.</li> <li>Prioritize repair and replacement projects based on impact, criticality, and risk reduction strategies.</li> <li>Generate Requirements analysis with costs for deferred maintenance, preventive maintenance, and life cycle renewal.</li> <li>Develop multi-year budgets by spending category and account.</li> <li>Provide a prioritized Forecast to strategically reduce the current backlog of deferred maintenance and fund future needs.</li> <li>Create one central depository of data on critical building systems, life expectancy, and capital investments.</li> </ul> <p>The financial plans we generate include forecasts of estimated capital investments required to address both cyclical renewal needs and non-cyclical repairs and restoration. These forecasts give facility owners the ability to compare multiple "what-if" funding strategies that helps them optimize their plans for asset preservation. Our work supports client development of long-term financial plans that protect the value of facility assets.</p> <p>Our assessment findings can be delivered in non-proprietary spreadsheet and text formats, or we can transfer use of our software to our clients for their in-house use to manage inventory changes, corrective work, and to update annual spending plans. The technology we employ provides time saving functional features for field data collection, data management, analysis, and forecasting based on facilities management industry standard metrics and advanced engineering concepts.</p> <p>Terracon FCAs are supported by specialty software for field data collection, data storage, analysis, and reporting. Photographs collected during the assessment are linked to individual building and site infrastructure assets, inventory components or work item deficiencies we record, are stored in the FCA database, and are included as part of our deliverables. Other electronic files we gather can be linked to specific data records and serve as a Document Management system.</p>
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65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<ul style="list-style-type: none"> <li>• Facility Condition Assessments</li> <li>• Energy Audits</li> <li>• ADA Surveys</li> <li>• Preventative Maintenance Plans</li> <li>• Code Inspections</li> <li>• Space Utilization Planning</li> <li>• Lifecycle Cost Estimating</li> <li>• Asset Management Planning</li> <li>• Project and Program Management</li> </ul>
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**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	Typical services within the Facilities Services Division
67	Energy, utility, and emissions assessment and planning	<input checked="" type="radio"/> Yes <input type="radio"/> No	Typical services within the Facilities Services Division
68	Site, safety, and code inspections	<input checked="" type="radio"/> Yes <input type="radio"/> No	Typical services within the Facilities Services Division
69	Space utilization and planning	<input checked="" type="radio"/> Yes <input type="radio"/> No	Typical services within the Facilities Services Division
70	Feasibility, sustainability, and lifecycle assessment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Typical services within the Facilities Services Division
71	Asset, capital, and deferred maintenance planning	<input checked="" type="radio"/> Yes <input type="radio"/> No	Typical services within the Facilities Services Division
72	Benchmarking services	<input checked="" type="radio"/> Yes <input type="radio"/> No	Typical services within the Facilities Services Division
73	Project selection, budget development, and program management services related to the solutions described above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Typical services within the Facilities Services Division

**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.	<ul style="list-style-type: none"> <li>• Gross fee generation</li> <li>• Net fee generation</li> <li>• Review of timeliness for project deliverables</li> <li>• Client surveys</li> <li>• Direct client feedback</li> </ul>

75	Describe the approach(es) used by your company to align recommendations with an owner's mission, values and goals.	<p>Our experience with FCA's has demonstrated that the tasks included in our standard approach to conducting an FCA are critical to formally align the scope of our planned work with our Clients' goals, expectations, and limitations of the organization. Our process is well proven through our performance of work on projects of similar scope, size, and complexity.</p> <p>As a Facilities Consulting and Engineering firm, Terracon routinely provides Condition Assessment services as part of our broader service line capabilities. We have performed thousands of condition assessments as well as associated services related to deficiency correction, facility renewal and strategic planning for the on-going maintenance and operation of facility assets.</p> <p>Terracon's ability to successfully complete facility assessments is based on our strategic understanding of facility management challenges. We consistently bring value to our clients based on our: 1) knowledge of systems issues and the ability to assess and correct issues found and 2) ability to apply financial planning awareness to our technical decisions which supports our Clients' decision-making needs.</p> <p>Our clients live and work in their buildings, and they know more about the idiosyncrasies of their function and operation than any assessment team can observe and identify in a brief walk through, no matter how detailed. Before we ever mobilize to begin field data collection, we interact with key stakeholders from our clients' staff involved in facility asset management, and identify critical business goals, sustainability issues, corporate governance and resource constraints. Our initial steps in our FCA projects include:</p> <ol style="list-style-type: none"> <li>1.) Listening to our client to clearly understand their requirements. We always seek Owner involvement and engagement in the launch phase so that we can truly align and begin the partnering relationship based on full understanding of Client requirements and needs.</li> <li>2.) Gather and review existing background information that describes the as-built construction of a facility, its repair and maintenance history, and plans for future repair and replacement projects.</li> <li>3.) Interview the facilities maintenance supervisor, and/or building engineers knowledgeable regarding the construction and maintenance history of each facility to document current deficiencies already identified by Client staff.</li> </ol> <p>The resulting deliverables from our work is valuable information for use by our Clients, and we encourage them to share their knowledge of their facilities so that we can include it in our findings and recommendations.</p> <p>Through condition assessment and analysis by Terracon's experienced facilities professionals, asset repairs and replacements are prioritized based on collectively established criteria incorporating the client's specific needs. The financial analysis we generate is provided within a multi-year forecast giving facility Owners an optimized approach to planning their asset preservation.</p> <p>We understand that the financial issues will always impact technical based decisions/actions. As mentioned, we accomplish this full capability delivery through our focused staff and their understanding of facility management issues as well as the system and component technical performance.</p>
76	Describe your processes or strategies for communications with an owner at applicable project milestones or events.	<ul style="list-style-type: none"> <li>• Pre-established project calls/meetings</li> <li>• Ad-hoc calls/meetings</li> <li>• Project Kick-Off meetings</li> <li>• Project status review meetings</li> </ul>

77	Describe the approach(es) or method(s) used by your company to develop project prioritization recommendations.	<p>Following completion of the field data collection, data review, Work Item cost estimating and Work Packaging, we will use our FCA software (Paragon) to analyze the data and prepare reports to meet the Scope of Work requirements for deliverables. Our data analysis includes the preparation of Requirements, Budgets and Forecasts. Clients may request the analysis over any time period but is typically provided for up to 10 years. We work with Client staff assigned to each project to discuss potential budget scenarios used in our analyses.</p> <p>Using the Requirements Analysis function, Paragon calculates current and future year costs for (1) deferred maintenance reduction, (2) annual preventative maintenance plus (3) renewal (replacement) costs for components that reach the end of their estimated service life during the term of an analysis period. Requirements analysis does not consider funding that may be available over the analysis period, but rather, focuses only on costs for repairs, replacements, maintenance or other defined Work Items in the year it is first recommended for remedial action. Requirements considers costs from individual Work Items regardless if they have been previously assembled into Work Packages.</p> <p>Using our Budgeting tools, we will create and save various budget scenarios that are associated with selected assets, Budget Categories and Budget Accounts. Budgets can be saved for re-use and can be copied to create new budgets that can be edited. This saves time in not having to create new budgets from scratch.</p> <p>By applying a Budget Scenario against the Requirements, the system Forecasts a budget-constrained, prioritized plan for spending over multiple years. The term of the analysis period may be set by the user for each forecast scenario.</p> <p>The Forecasting analysis calculates "costs" from (1) work previously packaged into Work Packages, (2) preventative maintenance costs generated from the Preventative Maintenance table in the System Configuration form, plus (3) recapitalization (replacement) costs for components that reach the end of their estimated service life during the term of an analysis period. The Forecast Scenarios frame uses a grid to display the history of previously saved forecasts. Once a forecast scenario has been defined, and the calculations have been run, the results of that budget are saved in the Forecast Scenarios frame for future recall and re-use.</p> <p>During the creation of Forecasting scenarios, Work Packages can be prioritized using one of three different prioritization methods: (1) Priority Ranking, (2) Impact Score and (3) Risk Reduction. Work Packages can be sorted and prioritized using any of the three methods. Ties in priority are further sorted based on Work Package costs.</p> <p>Using Priority Ranking, data is assigned to each Work Item to describe its numerical priority for execution compared to other Work Items, based primarily of defect severity. Priority codes and descriptions can be defined to meet any ranking criteria desired by the District. Impact Score combines the impact of the deficiency severity together with the system or facility failure probability. Impact scores are calculated using matrices for four categories of impact: Safety, Environmental, Mission and Quality of Life. Finally, the Risk Reduction prioritization method calculates a Risk Reduction Index that combines Asset Criticality priority, System Criticality priority, and Failure Probability based on the direct condition rating.</p> <p>With Paragon, users can sort, prioritize, and support strategic work planning and packaging. From Forecasting analyses, users can obtain the information necessary to manage their deferred maintenance reduction and predict future capital renewal needs. Multi-year spending plans can be compared based on their cost impact as well as their resultant Facilities Condition Index (FCI) rating.</p>
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78	Describe your offerings in terms of addressing an owner's sustainability goals or targets .	<p>Terracon's ability to successfully complete this scope of work is based on our strategic understanding of facility management challenges. We consistently bring value to our clients based on our: 1) knowledge of any systems issues and the ability to assess and correct issues found and 2) ability to apply financial planning awareness to our technical decisions which supports our Clients' decision-making needs.</p> <p>Our clients live and work in their buildings, and they know more about the idiosyncrasies of their function and operation than any assessment team can observe and identify in a brief walk through, no matter how detailed. The resulting deliverables from our work is valuable information for use by our Clients, and we encourage them to share their knowledge of their facilities so that we can include it in our findings and recommendations.</p> <p>Through condition assessment and analysis by Terracon's experienced facilities professionals, asset repairs and replacements are prioritized based on collectively established criteria incorporating the client's specific needs. The financial analysis we generate is provided within a multi-year forecast giving facility Owners an optimized approach to planning their asset preservation.</p> <p>We understand that the financial issues will always impact technical based decisions/actions. As mentioned, we accomplish this full capability delivery through our focused staff and their understanding of facility management issues as well as the system and component technical performance.</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. - Greg Walterscheid, Regional Manager, Terracon Consultants, 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
<b>Addendum_6_Facility_Assessment_and_Planning_with_Related_Services_RFP_020421</b> Fri January 29 2021 07:52 AM	<input checked="" type="checkbox"/>	2
<b>Addendum_5_Facility_Assessment_and_Planning_with_Related_Services_RFP_020421</b> Wed January 27 2021 03:08 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_4_Facility_Assessment_and_Planning_with_Related_Services_RFP_020421</b> Mon January 25 2021 08:08 AM	<input checked="" type="checkbox"/>	2
<b>Addendum_3_Facility_Assessment_and_Planning_with_Related_Services_RFP_020421</b> Mon January 4 2021 04:26 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_2_Facility_Assessment_and_Planning_with_Related_Services_RFP_020421</b> Mon January 4 2021 10:44 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Facility_Assessment_and_Planning_with_Related_Services_RFP_020421</b> Wed December 23 2020 09:44 AM	<input checked="" type="checkbox"/>	1