

**Solicitation Number: RFP #050421****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Facility Optimization Solutions LLC, 50 Fountain Plaza, Suite 200, Buffalo, NY 14202 (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 JOC or IQCC Program Management Consulting 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 June 7, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances. All Services will be provided in accordance with the professional skill and care ordinarily provided by professionals practicing in the same or similar locality under the same or similar circumstances ("Standard of Care"). All Software will be provided in accordance with the applicable Order Form and End User License Agreement (EULA) and any Service Level Agreement contained therein. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

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

3. PRICING

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

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

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.

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

The Vendor will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcwell-assigned contract number in the memo; and must be

mailed to the address above "Attn: Accounts Receivable" or remitted electronically to 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 damages to the extent arising from third-party 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 some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Notwithstanding the terms of this section, Vendor will have no liability for consequential damages for claims, damages, or other matters arising out 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, and provided Sourcewell continues to perform its undisputed responsibilities, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

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

1. Nonperformance of contractual requirements, or

2. A material breach of any term or condition of this Contract.

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

Minimum Limits:

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

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits

of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per claim

\$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.** In addition to the Standard of Care, 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 Sourcwell 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

Facility Optimization Solutions LLC

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...

DocuSigned by:
Joseph Cassata
054E9498661147E...

By: _____

By: _____

Jeremy Schwartz

Joseph Cassata

Title: Chief Procurement Officer

Title: President

6/18/2021 | 10:21 AM CDT

6/18/2021 | 9:54 AM CDT

Date: _____

Date: _____

Approved:

DocuSigned by:
Chad Coquette
7E42B8F817A64CC...

By: _____

Chad Coquette

Title: Executive Director/CEO

Date: 6/18/2021 | 11:22 AM CDT

RFP 050421 - JOC or IQCC Program Management Consulting Services

Vendor Details

Company Name: Facility Optimization Solutions

Does your company conduct business under any other name? If yes, please state: CannonDesign

Address: 2800 Walnut Street
ste 300
Denver, Colorado 80205

Contact: Andrew Larson

Email: alarson@foscd.com

Phone: 716-388-7844

Fax: 716-388-7844

HST#:

Submission Details

Created On: Tuesday April 27, 2021 09:09:50

Submitted On: Tuesday May 04, 2021 15:43:48

Submitted By: Andrew Larson

Email: alarson@foscd.com

Transaction #: ae8fb225-5d9f-43b8-b456-75284beddf33

Submitter's IP Address: 71.196.157.155

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Facility Optimization Solutions, LLC (FOS of CannonDesign)
2	Proposer Address:	50 Fountain Plaza, Suite 200 Buffalo, NY 14202
3	Proposer website address:	www.foscd.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):	Joseph Cassata, RA, NCARB President 50 Fountain Plaza, Suite 200 Buffalo, NY 14202 jcassata@foscd.com 716.316.5664
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Joseph Cassata, RA, NCARB President 50 Fountain Plaza, Suite 200 Buffalo, NY 14202 jcassata@foscd.com 716.316.5664
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Andrew Larson Business Development 2800 Walnut Street, Suite 300 Denver, CO 80205 alarson@foscd.com 716.388.7844

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Facility Optimization Solutions (FOS) is a part of the global, 100+ year old architecture, engineering, consulting, and construction firm CannonDesign. Known as FOS of CannonDesign, our team is a group of multidisciplinary professionals dedicated to providing physical asset management solutions for clients across North America, including JOC procurement software, program management, and cost estimating.</p> <p>The FOS group was founded over a decade ago focusing on providing data-driven solutions for building owners and managers. Our professional services and software products create. Comprised of architects, engineers, facility managers, facility engineers, construction-cost estimators, software engineers, and data analysts, our professional services and software products deliver value and efficiency in building operations, management, and capital construction for the public and private sectors. Our core values are based on transparency and open communication with a true desire to understand and solve challenges in holistic and balanced ways. We apply our products and services leveraging knowledge and expertise to thoughtfully drive value for our clients.</p> <p>Our business philosophy centers on invention, continuous improvement, and customized market responsive solutions. Our team looks to understand the unique challenges and opportunities and develops innovative tools approaches to achieve highly valuable results for our clients efficiently and consistently.</p>

8	What are your company's expectations in the event of an award?	<p>Our expectation in the event of an award would be to provide the Sourcewell contracting vehicle to a large portion of our existing and potential client partners. We see a tremendous value for our clients in having a national procurement option that creates access to quality products and services at competitive prices.</p> <p>The market for the services being solicited through this opportunity has traditionally seen few vendor options for organizations using JOC procurement. In the event of an award, the ability to offer our products and services as an option to new and existing clients grows substantially without causing the time and effort associated with their own procurement initiatives. FOS will leverage the value offered by the Sourcewell contract vehicle and competitive pricing to offer these organizations a</p>	*
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.	<p>Our annual audited revenue for the last 5 years is as follows:</p> <ul style="list-style-type: none"> • 2019 - \$251,434,590 • 2018 - \$228,533,757 • 2017 - \$188,399,537 • 2016 - \$183,469,063 • 2015 - \$227,233,764 <p>2020 financials are not yet available. Supporting documents have been uploaded for review. Please advise if specific additional information would be valuable for evaluation.</p>	*
10	What is your US market share for the solutions that you are proposing?	We do not currently have or maintain this type of data. We are currently globally ranked #1 for Facility Management Services by an AEC firm by World Architecture 100.	*
11	What is your Canadian market share for the solutions that you are proposing?	We do not currently have or maintain this type of data. We are currently globally ranked #1 for Facility Management Services by an AEC firm by World Architecture 100.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
13	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>FOS is best described as a service provider (b). For the purposes of this solicitation, understand that FOS offers all software products and professional services related to implementing and maintaining a JOC or IQCC program. This includes the Simplebid procurement software platform, program development and implementation services, program support services, cost estimating services, and construction management services. All of our employees are on staff and we do not engage with third parties to perform our services.</p> <p>Our sales and services teams are integrated. While we do not have a 'dealer network' we do market, sell, and deliver our services through 17 CannonDesign offices in North America, including:</p> <p>Ann Arbor, MI Baltimore, MD Boston, MA Buffalo, NY Chicago, IL Columbus, OH Dallas, TX Denver, CO Houston, TX Irvine, CA Los Angeles, CA New York City, NY Pittsburgh, PA San Diego, CA St. Louis, MO Toronto, CA Washington, D.C.</p> <p>This national coverage means we have deep experience and relationships with public and private entities throughout North America. Individuals in each office are directly responsible for sales of our services and products, and more importantly maintaining client relationships following a sale. This model could be understood as account managers who maintain and develop client relationships with assistance from product and service specialists from the significant and diverse offerings our firm provides.</p>	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	While there generally are no licenses and certifications that are required to be held for the specified services, we encourage our team members to seek professional education to enhance their understanding of the industries and practices in which we work. Our team is made up of Certified JOC Professionals (CJP), Certified Professional Estimators (CPE), registered architects (RA), professional engineers (PE), licensed contractors, certified construction managers (CCM), and facility management professionals (FMP).	*

15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	<p>The U.S. Department of Veterans Affairs ("VA") issued to CannonDesign, Inc. (comprised of related and affiliated entities - collectively "CannonDesign"), a Notice of Suspension on May 19, 2015.</p> <p>The suspension was based on the improper relationship a former CannonDesign employee had with a government employee in 2011 and 2012 and what turned out to be their criminal acts. CannonDesign has never been prohibited from participation in any federal or state program, including Medicare or Medicaid.</p> <p>Under the relevant procedures, CannonDesign was afforded an opportunity to respond to the Notice and did so on June 3, 2015, producing approximately 35 exhibits, 900 pages of documents and two hours of testimony reflecting that CannonDesign was a responsible Government contractor. The VA officially removed CannonDesign from the sam.gov suspension list as of October 30, 2015.</p> <p>On December 4, 2015, the VA and CannonDesign entered into a formal Administrative Agreement which terminated March 26, 2018.</p> <p>CannonDesign fully accepted responsibility for the actions of its former employee and for his role in the matter, for CannonDesign's role, and for other CannonDesign employees who did not question or report information they received from the former employee. CannonDesign did not have a Compliance Program in place at that time and the training such a program mandates would have directed employees to make reasonable inquiries which would have led CannonDesign to detect and prevent the improper receipt of non-public federal procurement information. Simply stated, if CannonDesign had a Compliance Program, CannonDesign and its employees would have acted more responsibly under the circumstances.</p> <p>CannonDesign did act decisively to address shortcomings by implementing a robust Compliance Program with the hiring of its first Director of Compliance and its subsequent extensive employee training, by creating a dedicated Ethics Committee, by creating dedicated Integrity Champions in all its offices, by crafting a Code of Conduct, and by making significant financial investments into new policies, practices, technologies and people who are ensuring ethics and compliance are paramount considerations in everything CannonDesign does.</p> <p>The Final Report of the Independent Monitor requested by CannonDesign as part of its Agreement with the VA reviewed the CannonDesign Ethics and Compliance Program for a period of two years after this event and concluded on March 16, 2018, by stating as follows:</p> <p>"... CannonDesign has built an effective self-governance program...which exceeds the requirements of the Administrative Agreement. Most notably, the Independent Monitor finds CannonDesign effectively integrated compliance into the culture of the firm – a difficult task in such a short period. CannonDesign was able to do this through strong leadership, aggressive implementation, and the dedication of substantial resources."</p> <p>He then said he "...finds CannonDesign has a substantial and effective Compliance Program, exceeding the requirements of the Administrative Agreement and building a foundation for a sustainable program."</p> <p>The success of CannonDesign — which spans more than 100 years — is built on the trust of its clients. And although this matter was challenging, CannonDesign is absolutely committed to sustaining your trust and meeting your expectations for performance, honesty, and integrity on a daily basis.</p> <p>Please contact CannonDesign with questions or if additional information is required. General Counsel Donall O'Carroll ((716) 774-3352) and Director of Compliance Paul M. Moskal ((716) 774-3295) are available for you in this regard.</p>
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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	<p>Our firm has received significant recognition in the industries, markets, and geographies we serve. The CannonDesign corporate family is often recognized for innovation excellence, a significant driver of our culture. Notable rankings and awards for your review include:</p> <p>#1 Facility Solutions Firm, 2021 (World Architecture 100) #2 Most Innovative Company in North America, 2021 (Fast Company) World Changing Company Finalist, 2019 (Fast Company)</p> <p>Many other market and location-specific recognition may be seen on the CannonDesign website at the following link: https://www.cannondesign.com/about/recognition/</p>
17	What percentage of your sales are to the governmental sector in the past three years	45%
18	What percentage of your sales are to the education sector in the past three years	45%
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?	For the services being requested through this solicitation, we do not hold any state, provincial, or cooperative purchasing contracts for the specific services requested through this solicitation. We do hold several term and IDIQ contracts with individual institutions.
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?	For the services being requested through this solicitation, we do not hold any state, provincial, or cooperative purchasing contracts for the specific services requested through this solicitation. We do hold several term and IDIQ contracts with individual institutions.

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *
Los Angeles County Department of Public Works	Brian Soria Contracting Unit Head bsoria@dpw.lacounty.gov	626-458-2588
The University of California System	Sean Parker Senior Manager - Construction Procurement Services, Strategic Sourcing Centers of Excellence Sean.Parker@ucop.edu	805-451-1545
Chicago Public Schools	Michael Schieve, CPPB Sr. Category Buyer, Dept. of Procurement MESchieve@cps.edu	773-553-2551

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 *	
Available upon request.	Government	California - CA	Job order contracting software development and implementation, unit price book development and implementation, ongoing management and maintenance.	\$2,885,000	\$750,000	*
Available upon request.	Education	Colorado - CO	Ongoing facility condition assessment program, asset inventory, software integration, related services.	16 million sf	\$3,000,000	*
Available upon request.	Education	Ohio - OH	Facility condition assessment, asset inventory, cost estimating, confidential software platform development.	28 million sf	\$2,200,000	*
Available upon request.	Education	Florida - FL	Facility condition assessment, FCA software, asset inventory.	14 million sf	\$1,800,000	*
Available upon request.	Government	California - CA	Facility condition assessment, FCA software, energy assessment	1 million sf	\$700,000	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *

23	Sales force.	<p>Our firm has 17 offices strategically located across the United States and Canada. With a total staff of nearly 1,000 individuals, roughly 20% are directly responsible for sales of our products and services. This includes firm principals, client relationship leaders, and a dedicated business development, marketing, and communications department.</p> <p>While we do not have a 'dealer network' we do market, sell, and deliver our services through 17 CannonDesign offices in North America, including:</p> <p>Ann Arbor, MI Baltimore, MD Boston, MA Buffalo, NY Chicago, IL Columbus, OH Dallas, TX Denver, CO Houston, TX Irvine, CA Los Angeles, CA New York City, NY Pittsburgh, PA San Diego, CA St. Louis, MO Toronto, CA Washington, D.C.</p> <p>This national coverage means we have deep experience and relationships with public and private entities throughout North America. Individuals in each office are directly responsible for sales of our services and products, and more importantly maintaining client relationships following a sale. This model could be understood as account managers who maintain and develop client relationships with assistance from product and service specialists from the significant and diverse offerings our firm provides.</p> <p>Understand that our coverage is not limited to locations in which we have offices. We actively market and pursue sales throughout North America. We have experience working in nearly every U.S. state and Canadian province, in addition to significant international design, engineering, and construction experience.</p>
24	Dealer network or other distribution methods.	We do not rely on a dealer network for the specified services.
25	Service force.	<p>Our service force should be defined as our staff directly related to supporting and maintaining our clients' JOC and IQCC programs and our Simplebid software platform. We currently employ a staff of over 15 individuals that manage accounts, support unit price books, provide technical and software support, and perform other ancillary tasks related to these products and services.</p> <p>Our account management structure includes both onsite and offsite individuals. The decision to place an account manager onsite depends on the size of the program and the desires or needs of each client. We have adequate offsite account management capacity to immediately begin selling this contract to Sourcewell participating entities. In an instance where an organization desires an onsite account manager, they may need to be hired as part of our implementation process. This practice is not exclusive to this contract, it would be the same situation in the event of a public solicitation from an organization. We have done this in the past and are adequately prepared with growth plans to hire both remote and onsite account managers.</p> <p>A significant component to the support structure is our cost estimating group that develops new unit price books, maintains existing unit price books, and provides guidance and support to program participants. Our cost estimating group has adequate capacity to develop new unit price books for organizations that may leverage this contract. We have expansion planned in multiple service lines that rely on our cost estimating group and are adequately prepared with growth plans to increase our capacity.</p>

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>Our support services are generally described in the attached document titled "Simplebid JOC Methodology and Approach" attached to this submission.</p> <p>Response time commitments are generally listed as:</p> <ul style="list-style-type: none"> -Program support available during normal business hours, adjusted for clients depending on their time zone. -Software support available during normal business hours, adjusted for clients depending on their time zone. 24/7 support may be arranged but is not typical and not included in the offered pricing. -For requests related to program or software support outside of normal business hours, the concern will be addressed within a 24-hour timeframe. Because program and support requests are intended to be communicated through our software platform, we can report on our compliance with this statement provided that organizations are properly using the support communication structure. 	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We are able and willing to provide our products and services to all Sourcewell participating entities in the United States, without prejudice, assuming that JOC and IQCC procurement is permitted by organizational policy or local procurement code.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are able and willing to provide our products and services to all Sourcewell participating entities in Canada, without prejudice, assuming that JOC and IQCC procurement is permitted by organizational policy or local procurement code.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We intend to serve all geographic areas of the United States and Canada.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We intend to serve all entity sectors as we currently do.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	For participating entities in Hawaii and Alaska, we ask that our offered pricing be used as a guideline but negotiated on a case-by-case basis. This is especially necessary if we are providing any added value services that may be influenced by the geographic nature of these two states.	*

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.	FOS will engage in a multi-channel marketing strategy for the contract awarded by this solicitation. This will include a combination of outbound marketing of the contract to Sourcewell member organizations, potential or current clients of ours who are not currently Sourcewell member organizations, and education to those same clients about the solutions that may be procured through the contract. We have found that education about the solutions we provide, the methodology behind our JOC and IQCC management products and services, and value that we offer to clients compared to other solutions on the market. To assist this process, we use a variety of educational, promotional, and product demonstrations for what would be procured through this agreement. We have uploaded the following files to assist Sourcewell, its members, and its potential members in the understanding of what we use to market our firm: <ul style="list-style-type: none"> • FOS Intro • Introduction to JOC
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	FOS has a robust marketing strategy assisted by technology and social media. This includes our website, CannonDesign's website, various social media outlets, email campaigns, digital publications, and more. These components of our digital marketing strategy see exposure to over 1 million unique users per year. As it relates to the contract resulting from this solicitation, we have many digital outlets where we may share our awarded contract, and what it means for Sourcewell member organizations or potential member organizations. These outlets will likely bring a user to a place on our website that describes the awarded contract, how it is used, accompany that information with educational support related to the services that may be procured, and encourage a user to set up a discussion with our team. Our website was recently refreshed earlier this year, and performs very well on search engines for keywords related to JOC and IQCC procurement software and management.
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 will rely on Sourcewell's ability to make details of the awarded contract easily available to member organizations. We do not expect Sourcewell to be a subject matter expert on our services, rather we plan to equip the Sourcewell team with the required background, education, and material to help your member organizations in need of these services to easily identify us as a supplier. We will integrate the Sourcewell contract into our process as a vehicle for any client to receive a competitively sourced product without committing their limited time and resources to procurement. We very often find clients who need to start projects immediately and are looking for similar vehicles, and where applicable have used piggybacking statutes to leverage our existing contracts. An awarded Sourcewell contract will make this process much more straightforward and allow us to focus on individual client needs related to each project rather than a lengthy procurement process.
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.	The nature of the specified products and services are not well suited for an e-procurement ordering process.

Table 8: Value-Added Attributes

Line Item	Question	Response *
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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>FOS employs an in-house software implementation and training group that offers continuous and on-demand training for software functionality through in-person and online classes. The same level of training provided for client users is offered to the contractors selected through competitive solicitation. Our software team maintains up to date documentation and training materials that are updated upon each software version release.</p> <p>Additionally, our in-house cost estimators and construction managers can provide JOC program management training and guidance. It is expected that these activities will be an integral part of our ongoing support of many JOC and IQCC programs awarded through this contract.</p> <p>In-person training courses are typically spent in day-long 6-hour sessions of varying curricula. Online training sessions are offered in 2-hour and 4-hour training of similar curricula, often used for refresher courses. A full week of in-person classroom sessions is offered as part of the program implementation.</p> <p>We will provide training to all users based on their role and experience. Our training program includes onsite classroom training for client stakeholders, onsite introductory education for perspective contractors, support for both client staff and contractors throughout the procurement process, onsite classroom training for contractors post award of a master JOC contract, and ongoing onsite/online refresher training for all stakeholders. Client stakeholders will include but is not limited to JOC program and project managers, contract administrators, IT staff, and compliance and oversight management if applicable.</p> <p>The training program generally includes one full week of in-person or virtual classroom sessions for client stakeholders, based on the number of individuals requiring training, and 2-3 days of in-person or virtual classroom sessions for selected contractors. Our training curriculum includes but is not limited to:</p> <ul style="list-style-type: none"> • JOC General Education • Using the Simplebid™ Book • Contract Administration • Price Proposal Development • Price Proposal Review • Program Reporting and Auditing <p>In addition, training resources are available online through the Simplebid™ software platform, and published user manuals and training guides are provided to all users.</p> <p>Our training program involves self-evaluation. Not only do we evaluate stakeholders during and after training sessions to ensure proficiency, but we also ask users to evaluate how effective our curriculum and training methodologies are. If we find that our methods are not providing the most effective education to stakeholders, we modify our approach and provide additional training until users are satisfied and proficient.</p> <p>All training listed is provided to each client during program implementation and included in those fees. Supplemental or refresher training is offered as well and uses curriculum listed herein. Pricing will be offered to each client for supplemental or refresher training as we will tailor courses, durations, and make decisions regarding virtual or in-person courses on a case-by-case basis as to make it most valuable.</p>
37	Describe any technological advances that your proposed products or services offer.	<p>The genesis of our entrance into the market for JOC and IQCC services and software stems from technological advancement and methodology innovation. We worked collaboratively for more than a year with the County of Los Angeles, likely the largest user of JOC procurement in the United States, to create an innovative solution that addressed challenges they faced in the administration of their program. By understanding those challenges that are common throughout the industry, we created a solution that can provide tremendous value as an option in this market.</p> <p>Some of the advances and innovation we offer include:</p> <ul style="list-style-type: none"> -Software functionality that returns more control for the owner (Sourcewell Entity) in managing and controlling contractor behavior. -Unit price book development methodology that creates efficiency in proposal development, review, and transparency in task order pricing. -Unit price book exclusions that create transparency in contractor adjustment factors and reduce opportunities for exploitive behavior. -New methodology for items not contained in the unit price book, commonly known as non-pre-priced items, that greatly reduces exploitive behavior or misuse. <p>There are numerous other advantages and innovations that our products and services offer over competitors. Understand that protection of our intellectual property is of the utmost importance and therefore detailed descriptions are not provided in this answer. We intend for this document to highlight advantages at a high-level which can be described in detail to participating entities as we market and sell this contract.</p>

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>Our world has evolved into one of unlimited needs and aspirations, yet one with increasingly limited and threatened resources. We are on a journey of continuous improvement leveraging our integrated culture to bring greater value to our clients and help solve some of society’s greatest resource challenges.</p> <p>We focus on sustainable practices because it matters. It matters to the greater good of improving our environment for generations to come and it matters to the clients with whom we partner. We offer specialized sustainability services that deliver enduring value by creating durable high-performance buildings, reducing cost, and optimizing resource consumption.</p> <p>We stand committed to sustainability, collaborating with the AIA, DOE and EPA, continuing our leadership role with The AIA 2030 Commitment.</p> <p>Further information regarding our sustainability practices and commitments are available online at the following link:</p> <p>https://www.cannondesign.com/about/sustainability/</p> <p>Together, we are improving the culture of sustainability, leading by example and helping in the journey to create a better world. Sustainability services that our firm offer include:</p> <ul style="list-style-type: none"> • Energy assessments • Sustainable and resilient design • Climate action planning • Zero-net-energy planning 	*
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.	The nature of the specified products and services are not applicable to this question.	*
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.	Our firm does not hold certification as a minority or small business enterprise.	*
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>Because we are part of a global design, engineering, construction, and facilities related consulting firm, we have a unique perspective and knowledge base from which we developed our products and services. No other firm offering these products today has a similar background or comparable experience in these fields. Put simply, we are buildings people who understand facility lifecycles from concept through construction and renewal, renovation, or removal.</p> <p>Our products and services proposed in this submission are unique in that we developed them in partnership with the County of Los Angeles, perhaps the largest user of JOC in the Country. Rather than enter this market with a solution comparable to others, we leveraged decades of experience managing and maintaining a JOC program and the issues and challenges associated. The result is a product and service line that addresses common issues and challenges while delivering further innovation and methodology improvements that can provide significant value to Sourcewell participating entities.</p>	*

Table 9: Performance Standards or Guarantees

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

Line Item	Question	Response *
42	Describe any performance standards or guarantees that apply to your services	<p>The Simplebid software platform is hosted by Amazon Web Services on a secure, fast, scalable, and redundant computing environment. AWS guarantees that our platform has 99.99% uptime. We have near infinite scaling capability on-demand, meaning increasing our performance baseline to account for new sales is easily accomplished well before demand on the system begins. We keep an adequate performance buffer implemented where the current expected demand is far below what the performance capabilities of a current computing instance. Finally, our platform may run from multiple AWS datacenters in different geographies. This means a catastrophic event causing a data center loss in one region would not affect system uptime or compromise data.</p> <p>We can offer performance standards to include software system uptime and performance metrics with associated service credits. Our typical offer is 99% system availability (uptime, excludes scheduled maintenance) and an average time of 3 seconds for platform baseline response. Our platform is defined and setup with adequate computing capacity to have significantly faster page response.</p> <p>Credits are generally defined on a case-by-case basis following existing standards set in place by an organization and are related to the fees charged for using our platform. To date, we have never experienced a downtime event or distributed service credits to our clients.</p>
43	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>The critical service standards that apply are response time on program support or technical support and turnaround time for new item requests.</p> <p>We generally follow a structure that guarantees 24 hour response time on program support or technical support. For items determined to be software related issues or deficiencies, they are further categorized and prioritized for remediation. This issue resolution matrix will contain expectations for turnaround time depending on the severity of the issue. It is typically expected that non-compliance with the issue resolution may entitle a client to service credits. The service level agreement and error resolution matrix should be subject to negotiation with each participating entity to account for their internal practices on this matter and the level of service we are contracted to provide.</p> <p>Related to new item requests, we have generally offered a maximum 5-day turnaround. This should be discussed and agreed upon with each client, as there may be nuance to situations where an item has a longer turnaround time due to the nature of the request.</p>

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
44	What are your payment terms (e.g., net 10, net 30)?	Requested payment terms are net 30, however actual payment terms are generally discussed with each client and written into the purchase agreement.
45	Describe any leasing or financing options available for use by educational or governmental entities.	Leasing or financing are not applicable options for the specified services in this RFP.
46	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	The proposed ordering process involves JOC or IQCC program discussions with a potential client to either understand an existing program or understand a capital construction program with more traditional procurement methods. We will discuss the products and services offered and the desired service levels to be provided. A services and fee proposal will be sent to that client and we will seek a signed agreement or notice to proceed for the specified services. We will report back to Sourcewell our quarterly sales based on purchase orders received from participating organizations during each quarter.
47	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Based on the specified services, it is unlikely that they would be procured or paid using a p-card.

Table 11: Pricing

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 *
48	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell 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.	Our pricing model is based on JOC or IQCC program volume as is typically recognized as standard in the industry. While we can offer flat rates for services as well, we would need to negotiate those on a case-by-case basis as it is too difficult to define in a cooperative purchasing agreement such as this. The offered percentage on volume fee will allow Sourcwell to adequately evaluate our market competitiveness and easily understand the discounts that participating organizations may encounter through this contract vehicle. There is a substantial discount on the percent volume fee that we have offered elsewhere, which is at minimum 10%.
49	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.	Please find this information in our attached pricing proposal document.
50	Describe any quantity or volume discounts or rebate programs that you offer.	Our pricing structure is discounted based on the volume of work procured through each entity's JOC or IQCC program. In addition, the pricing offered represents a discount pricing we may generally offer through public solicitations by these entities that accounts for the benefits we may gain by having this contract vehicle as an offering of our products and services.
51	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.	The specified products and services are adequately priced to include nonstandard or added-value options. There are some items such as potential software enhancements or integrations with other platforms that may be available but cannot be adequately priced without significant discussions with a participating entity. We are not including a pricing structure related to those items as they fall outside of the base services requested herein.
52	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 products purchased or services performed that are not directly identified elsewhere in Table 11. For example, list costs for items like inspection, installation, set up, mandatory training, licensing fees, or expense reimbursements. Identify any parties that impose such costs and their relationship to the Proposer.	We have included all applicable costs in this table. There are some items such as potential software enhancements or integrations with other platforms that may be available but cannot be adequately priced without significant discussions with a participating entity. We are not including a pricing structure related to those items as they fall outside of the base services requested herein.
53	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	This is not applicable to the services specified by this solicitation.
54	Describe any unique distribution and/or delivery methods or options offered in your proposal.	This is not applicable to the services specified by this solicitation.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
55	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	While we do not have contracts for these services with group purchasing organizations, we have contracts that are made available to multiple sub organizations of a larger organization. We have offered a 10% discount on the percent volume fee that we offered to that organization.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
56	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.	<p>The offered pricing structure allows for straightforward compliance monitoring by our own internal accounting department and by Sourcewell.</p> <p>We will produce a quarterly report for all invoices submitted to our clients using this contract vehicle. This report will indicate clearly to Sourcewell that the pricing fell within the provided guidelines and if we were able to provide further discounts to each client.</p> <p>Our firm holds numerous state and private IDIQ contracts with which we are obligated to report back periodic sales and compliance with contract terms, conditions, and pricing guidelines. We do this through online portals hosted by the contract administrators as well as quarterly or annual reports.</p>
57	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.	Based on the specified scope of services, the number one performance indicator we can offer initially is the amount of new or existing clients opting to use this contract vehicle to procure our services. It is likely that there may be opportunity to track performance in other ways after we have become familiar with this contract.
58	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.)	Our proposed administrative fee is 2.50% of all sales generated through this contract.

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

Line Item	Question	Response *
59	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	The products and services offered are described in the attached document titled "Simplebid JOC Approach and Methodology."
60	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	The subcategories of products and services offered are described in the attached document titled "Simplebid JOC Approach and Methodology."

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
61	Development and design of a JOC or IQCC program	<input checked="" type="radio"/> Yes <input type="radio"/> No	Refer to document "Simplebid JOC Approach and Methodology" for more details.
62	Identification and selection of program platform or resource materials	<input checked="" type="radio"/> Yes <input type="radio"/> No	Program platform and resource materials are provided by our firm.
63	Performance of procurement-related processes and tasks	<input checked="" type="radio"/> Yes <input type="radio"/> No	Refer to document "Simplebid JOC Approach and Methodology" for more details.
64	Technology, software, application, or platform solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	Refer to document "Simplebid JOC Approach and Methodology" for more details.
65	Training, program administration, technical and contractor support, hosting, and customization services	<input checked="" type="radio"/> Yes <input type="radio"/> No	Refer to document "Simplebid JOC Approach and Methodology" for more details.

Table 15: Industry Specific Questions

Line Item	Question	Response *
66	Describe your approach to developing, implementing, and supporting JOC or IQCC programs for governmental or educational entities.	<p>The following represents the general steps offered to our clients to develop, implement, and support a JOC or IQCC program. Programs and client needs vary, thus we adjust our approach appropriately. For the purposes of evaluation, this will give you adequate information on our methodology.</p> <p>Program Needs and Transition Needs Assessment – This is critical for clients with existing JOC/IQCC programs. A modified approach is used for those with no existing program. For clients with an existing JOC or IQCC program in place, our role will include an analysis of the existing program, development of a customized unit price book with associated specifications, an implementation of the Simplebid™ platform, platform rollout to include training for client staff and contractors, culminating with the transfer of existing JOC contracts or solicitation of new contracts. Our platform is designed to make the transition process straightforward and efficient, considering the necessary commitment of time and resources an organization will dedicate to this process.</p> <p>Once a thorough understanding of the organization's existing program is established, our team will deliver a draft implementation plan for collaboration and approval. This detailed implementation plan will be finalized once approved by organization stakeholders allowing our team to begin the transition process to the Simplebid™ platform. The needs analysis will guide an implementation process including:</p> <p>Document Development including:</p> <ul style="list-style-type: none"> • Preparation of the customized unit price book and associated technical specifications. • Creation of program documents utilized by the information management system including forms, dashboards, and reports. • Support for development of JOC contract general terms and conditions and other documents used in the procurement of JOC contractors. <p>Program Implementation including:</p> <ul style="list-style-type: none"> • Simplebid™ software platform activation. • Simplebid™ unit price book approval and implementation. <p>Following the implementation process, FOS will provide to the organization:</p> <p>Onboarding and Training of all staff on:</p> <ul style="list-style-type: none"> • The Simplebid™ unit price book. • The Simplebid™ information and procurement management system. <p>Procurement Support including:</p> <ul style="list-style-type: none"> • Supporting the preparation of solicitation documents for JOC contracts and assistance in contractor adjustment factor evaluation following solicitation. • JOC onboarding and training for existing or prospective contractors. <p>Ongoing Program Facilitation Support including:</p> <ul style="list-style-type: none"> • Qualification of projects appropriate for JOC. • Assistance with work order scope development. • Assistance with work order proposal review. <p>Document Development</p> <p>Unit Price Book Development (SEE QUESTION 67)</p> <p>Technical Specifications Development</p> <p>Associated with the Simplebid™ UPB are technical specifications to describe the general means and methods suggested to complete an identified unit of construction work. Our cost estimating team works with our specifications team on design, engineering, and construction work throughout the nation. These groups have worked together for decades and represent over 100 years' experience. Their coordination ensures that task descriptions and specifications associated with each line item in the unit price book is clear, concise, and effective for executing ordered work.</p> <p>Program Documents Development</p> <p>Our software team will develop documents used for the JOC program to meet format and brand standards of the client. After analyzing the JOC procurement procedures in place at each client during the program needs assessment and collecting all forms used in conjunction with these procedures, our software team will compile templates for use in the Simplebid™ platform. This includes project scope documents, site visit meeting invite documents, work authorization documents, and any other documents utilized by each client. This ensures consistency with document design and conveyance of information, an underestimated component of program efficiency and transparency.</p> <p>The Simplebid™ platform includes robust dashboarding and reporting capabilities that are important for program oversight, transparency, and accountability. We provide a standard dashboard and set of reports that may be used by client staff and contractors. We will introduce the dashboard and</p>

reports to each client during the program needs assessment and discuss customization or additions that may be of value to that client. Customizations and additions will be addressed by our software team and implemented appropriately. Built in reports include project management tracking reports and subcontractor / diverse business participation reports.

Procurement and Contract Document Development

Where clients have an existing JOC program, the existing JOC procurement and contract documents will need little modification. Our team will collect the existing documentation including contract general terms and conditions, bid documents used for soliciting JOC contractors, and any other related documents then perform a review of each to identify content that may need to be modified to reflect the Simplebid™ platform and UPB. For clients who are new to JOC and IQCC, we generally perform similar tasks on existing construction program contracting documents and make recommendations where necessary.

JOC contract bid documents will require the most modification so that we may properly instruct existing or prospective contractors on the proper use of the Simplebid™ platform and UPB, and therefore return adjustment factors to each client that are both competitive and appropriate. The specificity of JOC contract bid documents combined with adequate education from our team to the client's existing and prospective contractors will yield the best pricing through submitted adjustment factors. It will also ensure that submitted factors are sufficient to be profitable for contractors, which is necessary to ensure an efficient and mutually beneficial program that avoids attempts by contractors to manipulate proposals later.

Simplebid™ Software Platform Activation

We will provide client staff and selected contractors an unlimited access license to the Simplebid™ software platform. The Simplebid™ platform allows client staff and contractors to perform all management tasks related to supporting and managing the JOC program. Contractor information, contract amounts, project dates, work order scopes of work, RFPs, proposals, NTPs, and other items are all created, tracked, and stored inside of the system. Additionally, all communication between owner and contractor are stored in either the embedded email system or within the proposals.

Our software team will define a security matrix of user access levels then assign each defined user an account and login information for the Simplebid™ platform. The role-based activation of users will ensure that each user is granted access to the information and functionality necessary to accomplish their tasks as defined by the client's JOC program procedures.

Simplebid™ Unit price book Approval and Implementation

Once the Simplebid™ UPB is developed, a final edition for publication will be sent to the client for approval. Upon approval, the UPB will be uploaded into the Simplebid™ platform for use by all users. This approved version will serve as the basis of preparation for contractor adjustment factors and JOC work order proposals.

67	Describe the JOC or IQCC unit pricing method(s) employed by your organization and how it is developed and maintained.	<p>Unit Price Book Development</p> <p>As a global architecture, engineering, and construction firm with more than 75 years' experience in the industry, our firm is a recognized leader in cost estimating and technical specifications. Our expansive experience covers all markets and geographies in the United States and abroad.</p> <p>Our cost estimating group has curated a comprehensive construction cost dataset leveraging decades of manufacturer and supplier pricing, local general contractor and subcontractor labor costs, and historic project bids and final costs. This cost dataset is used as the basis of the unit price books (UPBs) we develop for each of our clients' specific JOC programs.</p> <p>We do not simply provide a regionalized version of nationally published data, nor do we provide a version of a generalized price guide for construction cost estimating. Each UPB we develop accounts for real, local conditions, specifications and standards, information from similar project scopes accomplished through an existing JOC program, and other factors that ensure the UPB is designed to reflect the projects each client will assign to the JOC program.</p> <p>Each UPB will incorporate all labor, materials, and equipment to accomplish the measurable unit of work specified by line-item. All line-items incorporate conditions in the local market, including localized material costs, equipment rates, and prevailing wages. Organized by CSI MasterFormat, the UPB is built into the Simplebid™ software platform and easily searchable and navigable for efficient item identification and selection for JOC work order proposals. In addition to new construction, renovation, and maintenance tasks, the Simplebid™ UPB includes demolition tasks that will be necessary for building complete JOC task order proposals.</p> <p>Many of the line-items in our UPB are included as assembled units of measurable construction tasks. Examples include assembled wall sections or piping and conduit that is inclusive of hangers and fittings. This structure includes numerous advantages for our clients, including:</p> <ul style="list-style-type: none"> • Greater efficiency in the proposal development and review process resulting in reduced time starting and completing task orders. • Greater transparency into proposal costs associated with defined scope of work. • Reduced opportunity for quantity and price inflation by contractors (price offsetting). <p>Each line item contains an appropriate unit of measure and description of the construction task to make the UPB intuitive and easily understood. To assist client staff and contractors with understanding assembled unit line-items, a PDF viewable in the Simplebid™ platform may be included with that line-item that specifies the included components. Note that contractors using the Simplebid™ platform and cost dataset are instructed to use assembly line-items for tasks defined by the scope of work. Should specific conditions necessitate the use of individual part and piece line-items in lieu of an assembly, the Simplebid™ UPB supports this.</p> <p>Quantity discounts and other conditions may modify the pricing of a measurable construction task. To account for this, the Simplebid™ UPB includes quantity-adjusted line-items for the same task or line-item modifiers that allow a user to account for specific conditions.</p>
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68	Describe the JOC or IQCC program training available to participating entity staff and contractor personnel.	<p>FOS employs an in-house software implementation and training group that offers continuous and on-demand training for software functionality through in-person and online classes. The same level of training provided for client users is offered to the contractors selected through competitive solicitation. Our software team maintains up to date documentation and training materials that are updated upon each software version release.</p> <p>Additionally, our in-house cost estimators and construction managers can provide JOC program management training and guidance. It is expected that these activities will be an integral part of our ongoing support of many JOC and IQCC programs awarded through this contract.</p> <p>In-person training courses are typically spent in day-long 6-hour sessions of varying curricula. Online training sessions are offered in 2-hour and 4-hour training of similar curricula, often used for refresher courses. A full week of in-person classroom sessions is offered as part of the program implementation.</p> <p>We will provide training to all users based on their role and experience. Our training program includes onsite classroom training for client stakeholders, onsite introductory education for perspective contractors, support for both client staff and contractors throughout the procurement process, onsite classroom training for contractors post award of a master JOC contract, and ongoing onsite/online refresher training for all stakeholders. Client stakeholders will include but is not limited to JOC program and project managers, contract administrators, IT staff, and compliance and oversight management if applicable.</p> <p>The training program generally includes one full week of in-person or virtual classroom sessions for client stakeholders, based on the number of individuals requiring training, and 2-3 days of in-person or virtual classroom sessions for selected contractors. Our training curriculum includes but is not limited to:</p> <ul style="list-style-type: none"> • JOC General Education • Using the Simplebid™ Book • Contract Administration • Price Proposal Development • Price Proposal Review • Program Reporting and Auditing <p>In addition, training resources are available online through the Simplebid™ software platform, and published user manuals and training guides are provided to all users.</p> <p>Our training program involves self-evaluation. Not only do we evaluate stakeholders during and after training sessions to ensure proficiency, but we also ask users to evaluate how effective our curriculum and training methodologies are. If we find that our methods are not providing the most effective education to stakeholders, we modify our approach and provide additional training until users are satisfied and proficient.</p> <p>Ongoing Support and Training Throughout the contract duration, FOS is responsible for continuing support and maintenance of each JOC program, Simplebid™ platform, and Simplebid™ UPB.</p> <p>Access to unlimited toll-free over the phone software support is provided. Updates and additional functionality to the software are implemented as they are developed at no cost to each client. The UPB, technical specifications, and JOC program documents are updated to reflect market conditions and additional cost items based on each client's needs, generally on an annual basis or when new JOC contracts are solicited.</p> <p>Refresher training courses are available to client staff and contractors on-demand and is offered using the same structure as described earlier in this section or tailored to meet the intent of the requested training.</p>
69	Explain your method of addressing change orders within the JOC or IQCC program.	<p>The first step in addressing change orders within a JOC or IQCC program is avoiding them in the first place. Robust training procedures for both owner and contractor, well-written documents, and a well-designed UPB and software platform can help avoid change orders. Importantly, the proper support structure that includes our working together with owners and contractors, especially when scoping projects, can help avoid change orders later.</p> <p>In the instance of a required change order, there are numerous ways to address it. Our recommended action is to create a new work order for that project within our platform that includes updates or additions to the original scope of work becoming the effective scope for that work order. A contractor may then prepare a supplementary price proposal for that change order, work through approval with the owner, then receive approval to proceed with the change.</p>

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Financial Strength and Stability](#) - Simplebid JOC Approach and Methodology.pdf - Tuesday May 04, 2021 14:35:14
 - [Marketing Plan/Samples](#) - JOC Intro Landscape.pdf - Tuesday May 04, 2021 14:08:26
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Sourcewell Table 16.pdf - Tuesday May 04, 2021 15:43:11
 - [Pricing](#) - Sourcewell RFP 050421 FOS Fee Proposal.pdf - Tuesday May 04, 2021 15:21:29
 - [Upload Additional Document](#) - FOS_Intro_2021.pdf - Tuesday May 04, 2021 14:07:46

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:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government 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. - Joseph Cassata, President, Facility Optimization Solutions, LLC (FOS of CannonDesign)

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_JOC_IQCC_Program_Mgmt_RFP_050421 Wed April 28 2021 10:44 AM	<input checked="" type="checkbox"/>	1
Addendum_1_JOC_IQCC_Program_Mgmt_RFP_050421 Fri April 23 2021 03:06 PM	<input checked="" type="checkbox"/>	1